



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
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 Meeting beginning at 6:00 PM on Tuesday, November 13, 2018. The Meeting will be held at the **District Office Conference Room, 353 Santa Monica Drive, Channel Islands Beach, CA 93035.** The Agenda is as follows:

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

B. PUBLIC COMMENTS:

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

C. CONSENT CALENDAR:

1. Approve the Agenda Order
2. Financial Reports:
 - a. Cash Disbursal & Receipt Report –October 2018
 - b. Investment Policy
3. Minutes
 - a. October 9, 2018 Regular Board Meeting

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

	Account Number	Water Relief	Sewer Relief	Total Relief
a.	15200-05	\$102.24	\$246.08	\$348.32
b.	12310-03	\$110.37	\$295.29	\$405.66
c.	06840-01	\$30.03	\$71.85	\$101.88
d.	01270-02	\$177.87	\$421.07	\$598.94
e.	04810-01	\$90.09	\$213.27	\$303.36

D. OPERATIONS AND MAINTENANCE REPORT

E. ACTION CALENDAR

1. Sale of Surplus Real Property

Recommendation:

- 1) Approve Resolution No: 18-07 authorizing the sale of District Surplus property at 112 Las Palmas Street in the amount of \$650,000.
- 2) Establish new reserve account to be held for Capital Improvement 402- Yard and Building Improvements

2. Nationwide Employee Retirement, Fixed Interest Rate Option

Recommendation:

- 1) Approve Fixed Account Amendment and allow affected employees to choose Option One

3. Local Agency Formation Commission Candidate Selection

Recommendation:

- 1) Board discretion to cast vote for LAFCO Candidate

4. Memorandum of Understanding (MOU) Between Channel Islands Beach Community Services District and SEIU Local 721

Recommendation:

- 1) Approve new Memorandum of Understanding (MOU) Between Channel Islands Beach Community Services District and SEIU Local 721
- 2) Approve proposed changes to District holiday schedule for Calendar Year 2018

5. 2019 Holiday Schedule and Board Meeting Dates

Recommendation:

- 1) Approve 2019 Holiday Schedule and Board Meeting Dates

6. Board Appointments to Ventura Regional Sanitation District

Recommendation:

- 1) Appoint Director Nast as the Special Districts Representative on the VRSD Board
- 2) Appoint Director Marcus as the Alternate Special Districts Representative on the VRSD Board

7. Update on GMA Discussions

Recommendation:

- 1) Verbal Presentation- Receive and file

F. INFORMATION CALENDAR

- 1. PHWA Agenda Review
- 2. 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 8, 2018 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.



Akbar Alikhan
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

11/8/2018 3:48 PM

Register: 1002 · Checking Pacific Western

From 10/01/2018 through 10/31/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
10/05/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/5		11,297.47	381,767.32
10/05/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	dep 10/1		2,950.36	384,717.68
10/05/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/4		2,576.30	387,293.98
10/05/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/1		805.16	388,099.14
10/05/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/2		3,322.35	391,421.49
10/05/2018	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 10/1		150.00	391,571.49
10/05/2018	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 10/4		300.00	391,871.49
10/05/2018		CalPers	-split-	retirement (9/0...	3,113.97		388,757.52
10/08/2018	ACH CHK	CalPers	-split-	ACH Pymt for ...	8,620.70		380,136.82
10/08/2018	ACH Pymt	Arco	4 - Maintenance Expen...	conf. no. 23554...	702.41		379,434.41
10/08/2018	5331	ACWA/Joint Powers	2000 - Accounts Payable	Auto/General L...	22,703.00		356,731.41
10/08/2018	5332	ACWA/Joint Powers...	2000 - Accounts Payable	Work Comp Pr...	3,265.98		353,465.43
10/08/2018	5333	ACWA/JPIA Health ...	2000 - Accounts Payable		954.97		352,510.46
10/08/2018	5334	Aflac	2000 - Accounts Payable		235.70		352,274.76
10/08/2018	5335	ALLEN Instruments ...	2000 - Accounts Payable		368.34		351,906.42
10/08/2018	5336	Badger Meter	2000 - Accounts Payable		36.00		351,870.42
10/08/2018	5337	Cardmember Service	2000 - Accounts Payable		3,562.04		348,308.38
10/08/2018	5338	Carlos Hernandez - ...	2000 - Accounts Payable		195.00		348,113.38
10/08/2018	5339	County of Ventura - ...	2000 - Accounts Payable		995.00		347,118.38
10/08/2018	5340	Diener's Electric, Inc.	2000 - Accounts Payable	Office flow me...	429.90		346,688.48
10/08/2018	5341	Elecsys Corporation	2000 - Accounts Payable		223.50		346,464.98
10/08/2018	5342	FGL Environmental I...	2000 - Accounts Payable		597.00		345,867.98
10/08/2018	5343	House Sanitary Supply	2000 - Accounts Payable		146.62		345,721.36
10/08/2018	5344	ImageSource	2000 - Accounts Payable		96.69		345,624.67
10/08/2018	5345	Miguel Zavalza	2000 - Accounts Payable	pirkle park/office	225.00		345,399.67
10/08/2018	5346	Mission Linen & Uni...	2000 - Accounts Payable		146.39		345,253.28
10/08/2018	5347	Mr. Akbar Alikhan	2000 - Accounts Payable	Mileage for Co...	176.04		345,077.24
10/08/2018	5348	Nason's Lock & Safe...	2000 - Accounts Payable		545.85		344,531.39
10/08/2018	5349	Nationwide Retirement	2000 - Accounts Payable	pr pd 9/22/18 t...	1,831.86		342,699.53
10/08/2018	5350	Pacific Couriers	2000 - Accounts Payable		205.70		342,493.83
10/08/2018	5351	Spectrum	2000 - Accounts Payable	cable	44.62		342,449.21
10/08/2018	5352	Streamline	2000 - Accounts Payable		200.00		342,249.21
10/08/2018	5353	Underground Service...	2000 - Accounts Payable		16.50		342,232.71
10/08/2018	5354	Wilmington Trust, N...	2000 - Accounts Payable	2016 Wastewat...	146,290.63		195,942.08
10/09/2018		QuickBooks Payroll ...	-split-	Created by Pay...	22,886.68		173,055.40
10/10/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/10		12,385.45	185,440.85
10/10/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/3		490.16	185,931.01
10/10/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/8		1,198.33	187,129.34
10/10/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/9		1,152.49	188,281.83
10/10/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/8		9,294.64	197,576.47

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From 10/01/2018 through 10/31/2018

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/10/2018	To Print	Akbar Alikhan	-split-	Direct Deposit		X		197,576.47
10/10/2018	To Print	Carol J Dillon	-split-	Direct Deposit		X		197,576.47
10/10/2018	To Print	Casey D Johnson	-split-	Direct Deposit		X		197,576.47
10/10/2018	To Print	E.D. Brock	-split-	Direct Deposit		X		197,576.47
10/10/2018	To Print	Erika F Davis	-split-	Direct Deposit		X		197,576.47
10/10/2018	To Print	Keila E Wilson	-split-	Direct Deposit		X		197,576.47
10/10/2018	To Print	Mark A Espinosa	-split-	Direct Deposit		X		197,576.47
10/10/2018	To Print	Peter A. Martinez	-split-	Direct Deposit		X		197,576.47
10/12/2018	RETCK	QB:Returned Item	1200 - Accounts Recei...	Cartier	170.00			197,406.47
10/16/2018	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	e-checks			47,856.22	245,262.69
10/16/2018	5355	ACWA	2000 - Accounts Payable	2019 Dues	10,600.00			234,662.69
10/16/2018	5356	AT & T	2000 - Accounts Payable		602.40			234,060.29
10/16/2018	5357	AWA	2000 - Accounts Payable	P Martinez, D ...	175.00			233,885.29
10/16/2018	5358	CIBCS-D-Petty Cash	2000 - Accounts Payable		247.31			233,637.98
10/16/2018	5359	CSDA	2000 - Accounts Payable	2019 Dues	3,587.00			230,050.98
10/16/2018	5360	CWEA	2000 - Accounts Payable	Earl Brock Ren...	87.00			229,963.98
10/16/2018	5361	Document Systems, I...	2000 - Accounts Payable		67.97			229,896.01
10/16/2018	5362	EJ Harrison & Sons, ...	2000 - Accounts Payable	pr pd 8/16/18 t...	43,704.99			186,191.02
10/16/2018	5363	Erika Davis	2000 - Accounts Payable	Erika Davis Co...	633.41			185,557.61
10/16/2018	5364	Famcon Pipe and Su...	2000 - Accounts Payable		3,236.81			182,320.80
10/16/2018	5365	FGL Environmental I...	2000 - Accounts Payable		761.00			181,559.80
10/16/2018	5366	Frontier	2000 - Accounts Payable		282.27			181,277.53
10/16/2018	5367	Frontier-Office	2000 - Accounts Payable		113.40			181,164.13
10/16/2018	5368	Janet Nichol	2000 - Accounts Payable	Asst. Items for ...	131.50			181,032.63
10/16/2018	5369	novacoast	2000 - Accounts Payable		1,805.35			179,227.28
10/16/2018	5370	Office Depot	2000 - Accounts Payable		401.89			178,825.39
10/16/2018	5371	Philip's Janitorial Ser...	2000 - Accounts Payable		205.00			178,620.39
10/16/2018	5372	PHWA	2000 - Accounts Payable		58,443.36			120,177.03
10/16/2018	5373	Pitney Bowes Inc.	2000 - Accounts Payable		144.16			120,032.87
10/16/2018	5374	Port Hueneme Marin...	2000 - Accounts Payable		52.54			119,980.33
10/16/2018	5375	Ron's Signs	2000 - Accounts Payable	Flags/Truck ma...	571.08			119,409.25
10/16/2018	5376	So. California Edison...	2000 - Accounts Payable		1,171.02			118,238.23
10/16/2018	5377	Spectrum	2000 - Accounts Payable	Internet	124.98			118,113.25
10/16/2018	5378	Tampa Hardware 2	2000 - Accounts Payable		91.49			118,021.76
10/16/2018	5379	Wilmington Trust, N...	2000 - Accounts Payable	Trust Fees 201...	2,500.00			115,521.76
10/16/2018	5380	Xerox Financial Serv...	2000 - Accounts Payable		260.91			115,260.85
10/16/2018	5381	EJ Harrison & Sons, ...	2000 - Accounts Payable	Community Cl...	27.00			115,233.85
10/17/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/16			29,015.57	144,249.42
10/17/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/16			572.66	144,822.08
10/17/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/15			660.00	145,482.08

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/17/2018	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 10/12			150.00	145,632.08
10/17/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/17			4,908.65	150,540.73
10/17/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/15			9,196.17	159,736.90
10/23/2018		QuickBooks Payroll ...	-split-	Created by Pay...	22,985.18			136,751.72
10/24/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/23			100.00	136,851.72
10/24/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/19			27,197.04	164,048.76
10/24/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/18			6,082.28	170,131.04
10/24/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/23			7,096.99	177,228.03
10/24/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/22			20,130.97	197,359.00
10/24/2018	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/19			150.00	197,509.00
10/24/2018	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	e-checks			93,228.43	290,737.43
10/24/2018	5383	Aqua-Metric Sales, Co.	2000 - Accounts Payable		1,200.00			289,537.43
10/24/2018	5384	Bay Alarm Company	2000 - Accounts Payable	103152	255.00			289,282.43
10/24/2018	5385	City of Port Hueneme	2000 - Accounts Payable		20,607.16			268,675.27
10/24/2018	5386	CUSI	2000 - Accounts Payable	Barcode Reader	495.00			268,180.27
10/24/2018	5387	Document Systems, I...	2000 - Accounts Payable	Toner HP	358.00			267,822.27
10/24/2018	5388	Famcon Pipe and Su...	2000 - Accounts Payable		482.63			267,339.64
10/24/2018	5389	FedEX	2000 - Accounts Payable	Wilmington	28.15			267,311.49
10/24/2018	5390	FGL Environmental I...	2000 - Accounts Payable		22.00			267,289.49
10/24/2018	5391	Frontier	2000 - Accounts Payable		427.01			266,862.48
10/24/2018	5392	Hollister & Brace	2000 - Accounts Payable		420.00			266,442.48
10/24/2018	5393	Nationwide Retirement	2000 - Accounts Payable	pr pd 10/06/18 ...	1,838.95			264,603.53
10/24/2018	5394	Sam Hill & Sons, Inc.	2000 - Accounts Payable		21,019.31			243,584.22
10/24/2018	5395	SCE- Office	2000 - Accounts Payable		221.95			243,362.27
10/24/2018	5396	SEIU, Local 721	2000 - Accounts Payable	October Dues	167.50			243,194.77
10/24/2018	5397	Sunbelt Rentals, Inc.	2000 - Accounts Payable		420.29			242,774.48
10/24/2018	5398	Traffic Technologies ...	2000 - Accounts Payable		167.99			242,606.49
10/24/2018	5399	USA BlueBook	2000 - Accounts Payable		636.29			241,970.20
10/24/2018	5400	Websoft Developers, ...	2000 - Accounts Payable	Annual Renewal	12,600.00			229,370.20
10/24/2018	To Print	Akbar Alikhan	-split-	Direct Deposit		X		229,370.20
10/24/2018	To Print	Carol J Dillon	-split-	Direct Deposit		X		229,370.20
10/24/2018	To Print	Casey D Johnson	-split-	Direct Deposit		X		229,370.20
10/24/2018	To Print	E.D. Brock	-split-	Direct Deposit		X		229,370.20
10/24/2018	To Print	Erika F Davis	-split-	Direct Deposit		X		229,370.20
10/24/2018	To Print	Keila E Wilson	-split-	Direct Deposit		X		229,370.20
10/24/2018	To Print	Mark A Espinosa	-split-	Direct Deposit		X		229,370.20
10/24/2018	To Print	Peter A. Martinez	-split-	Direct Deposit		X		229,370.20
10/25/2018	5401	KEH & Associates, I...	2000 - Accounts Payable		9,252.50			220,117.70
10/25/2018	5402	AINA CARLSON	2000 - Accounts Payable	CUSTOMER ...	12.94			220,104.76
10/25/2018	5403	REMAX	2000 - Accounts Payable	REFUND 3233...	50.06			220,054.70



Board of Directors:

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Regular Board Meeting, November 13, 2018

To: Board of Directors
From: CJ Dillon, Office Manager
Subject: Review of Investment Report and Policy for fiscal year ending 6/30/2018
Item: Consent Calendar

RECOMMENDATION: Approve the annual investment policy as presented.

FINANCIAL IMPACT: No additional funding requested. Interest earnings are reflected in ending account balances for FY 2017-2018. The estimated interest earnings for FY 2017-2018 was \$61,295.

BACKGROUND:

The District maintains three main investment accounts, as shown in the following table.

Account Name	Account Type	Ending Balance 6/30/2018
County of Ventura	Savings (pooled fund)	\$5,568,102
Pacific Western – Checking	Checking	\$725,179
Pacific Western – CD	Certificate of Deposit	\$34,098

County of Ventura – This is the District’s primary savings account which is managed by the County. Agencies throughout the County pool their funds together for ease of expert management, increase yields, and make smaller agencies eligible for a diverse set of investment that otherwise may not be available to them.

Pacific Western Checking – This is the District’s primary checking account which has a 0% yield. All operational functions are handled from this account.

Pacific Western Certificate of Deposit – This is an additional emergency account established by the District, earning .15% per year.

Staff is required to present the Board with an investment report and approve the renewal of the investment policy on an annual basis. Attached is a copy of the District’s investment holdings with different institutions. Special districts are subject to specific guidelines for how to manage investment funds. The attached investment report and policy are in accordance with these guidelines.

ATTACHMENTS:

1. Investment Report for FY 2017-2018 and Investment Policy

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
 Summary of Cash & Investments
 Year Ending June 30, 2018

	QE 09/17		QE 12/17		QE 03/18		QE 06/18		Est. Interest Earnings
	Avg %	Balance	Avg %	Balance	Avg %	Balance	Avg %	Balance	
County of Ventura	0.93%	4,413,063	1.15%	4,461,745	1.39%	4,474,436	1.71%	5,568,102	\$61,245
First California - Checking	0.00%	1,127,680	0.00%	1,103,871	0.00%	1,837,790	0.00%	725,179	
First California - CD	0.15%	<u>34,048</u>	0.15%	<u>34,048</u>	0.15%	<u>34,048</u>	0.15%	<u>34,098</u>	\$50
		<u>5,574,791</u>		<u>5,599,664</u>		<u>6,346,274</u>		<u>6,327,379</u>	\$61,295

I hereby certify the ability of the District to meet the expenditure requirements for the next six months as per Government Code 53646(b)(3).
 This report is in compliance with CIBCSD's Investment Policy under Government Code 53645(b)(2).

 Akbar Alikhan, General Manager

 Date

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

ANNUAL STATEMENT OF INVESTMENT POLICY

This policy shall direct the investment of the District's temporarily inactive money for all funds accounted for in the District's financial statements, unless specifically exempted. This policy will not direct the investment of bond proceeds which are specifically governed by the individual bond documents and trust indentures.

Operational Funds are used on an ongoing basis to cover the costs of the operating and maintenance budget of the fiscal year. Operating and maintenance costs are funded through the collection of water, sewer and trash service fees and collection of current and prior year secured taxes. Operational funds are authorized to be invested in the Ventura County Investment Pool and money market funds of qualified banks and savings and loans.

Outside Restricted Cash Assets: Cash and investments held and invested by fiscal agents on behalf of the District are pledged for payment of security of certain long-term debt issuances. Fiscal agents are mandated by bond indentures as to the types of investments in which debt proceeds can be invested. Also included in this category are customer deposits, which are authorized to be invested in the Ventura County Investment Pool

Board Restricted Cash: Cash restricted for the cost of the following District projects: Sewer unanticipated repairs and maintenance, water distribution unanticipated repairs and maintenance, a reserve for rate stabilization and a reserve for operations. An amount equivalent to one month's operating expenses is allocated in the Board Restricted Cash Reserve account to guarantee operating expenses. These funds are authorized to be invested in the Ventura County Investment Pool.

From the eligible securities permitted by Government Code **53607**, the District is authorized to invest in only the Ventura County Investment Pool and money market funds of qualified banks and savings and loans as set forth in Government Code **53607.5**.

The Ventura County Treasurer-Tax Collector manages pooled cash under the prudent investor rule which states that: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived" The county's portfolio is made up of a selection of investments that ensure diversification and availability of funds when needed. The basic objectives of these investments are safety of principal, maintenance of liquidity to meet cash flow need and to earn a competitive rate of return (i.e. yield) within the confines of the California Government Code.

This annual statement is submitted in compliance with Government Code **53646(a)**. And, as specified in Government Code **53600.5** when investing or managing public funds, the primary objectives are safety, liquidity, and return on investments.

Submitted by:

Date:

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, October 9, 2018

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

President Spiegel called the meeting to order at 6:02 PM and led everyone in attendance in the Pledge of Allegiance. In attendance Vice President Brewer, Director Marcus, Director Koesterer, Director Nast, General Manager, Akbar Alikhan, Clerk of the Board, Erika Davis, General Counsel, Robert Kwong, Office Manager, CJ Dillon and Deputy General Manager/ Operations Manager Pete Martinez.

B. PUBLIC COMMENTS:

Resident Laura Peralta Jones made comments regarding homeowners' invasion and demolition of a home.

Resident Fritz Kling made comments regarding a home invasion on Sunset Lane.

C. CONSENT CALENDAR:

President Spiegel moved to approve the Consent Calendar and Director Koesterer seconded the motion. The motion passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 - No

D. OPERATIONS AND MAINTENANCE REPORT:

Deputy General Manager/ Operations Manager (DGM/OM) Pete Martinez presented the Operations and Maintenance Report. DGM/OM Pete Martinez using a PowerPoint presentation explained completed tasks which included trenchless sewer repair, valve replacements, and preparation for the Smart Meter Project including public outreach efforts.

E. ACTION CALENDAR

1. Consider District Involvement in Harbor Beach Community Alliance Information/ Advocacy Campaign re Proposed Fisherman's Wharf Development Project, and to what extent, if any.

Rene Aiu, representing the Harbor Beach Community Alliance, stated their opposition to the proposed Fisherman's Wharf Development. Public comments on this item were made by Laura Perita Jones, Jared Bouchard, Mark Sandoval, Mike Shultz, Fritz Kling, and Sumie Mishima. Vice President Brewer made the motion to deny this recommendation and agendize a future item to provide direction to the General Manager on how to best advocate for a public works plan. President Spiegel seconded the motion. Motion passed all in favor.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 - No

2. District Participation in Addressing Harbor Water Quality Issues

General Manager Alikhan explained that the City of Oxnard has taken steps to improve the Harbor Water Quality. Public comment was made by Tom Dicholi, Mike Shultz, Mark Sandoval, and Audrey Keller. Director Marcus made the motion to adopt the recommendation to participate in a cooperating effort with other local agencies to address Harbor Quality issues. Director Koesterer seconded the motion. Motion passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

Director Nast made the motion to continue and agendaize this item at a future meeting inviting representatives from both the County of Ventura and the City of Oxnard in a cooperative effort to get a status report and discuss advocacy efforts. Director Marcus seconded the motion. Motion passed.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 – No

3. District Policy on Credit Card Processing Fees & Paperless Statement Incentive

General Alikhan stated that since the billing system is changing over this is an opportunity to implement changes. General Manager Alikhan explained the two recommendations. Vice President Brewer made the motion to continue passing the credit card fees on to the residents and to approve the new \$10 bill credit incentive to customers who convert to paperless statements. President Spiegel seconded the motion. Motion passed all in favor.

Spiegel, Brewer, Marcus, Koesterer, Nast 5 - Yes 0 - No

4. CLOSED SESSION: CONFERENCE WITH LABOR NEGOTIATORS

-Update on Contract Negotiations with SEIU Local 721 in accordance with Government Code Section 54957.6

8:05pm General Counsel Robert Kwong announced the Board going into closed session with labor negotiators in accordance with section 54957.6

8:32 pm Board came out of closed session. General Counsel stated there was no actionable item to report.

8:32 pm Susie Koesterer excused herself from the meeting.

F. INFORMATION CALENDAR

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

None.

G. BOARD MEMBER COMMENTS

President Spiegel thanked Director Nast for bringing the Harbor Quality issue to their attention

Director Nast thanked the Board and stated we are here to help.

Director Marcus said the parking lot that borders the Hollywood Beach and Oxnard area seems to be improving and thanked the District for participating.

Director Marcus thanked General Counsel Robert Kwong for attending the meeting.

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS

General Counsel had no comments

General Manager Alikhan said he met the Oxnard City Manager this afternoon.

General Manager said he was traveling to San Diego tomorrow to attend the Coastal Commission meeting in support of the County and the Short-Term Rental Ordinance.

General Manager announced the property auction is on Thursday, Oct 25th at 3:00 pm at the District office

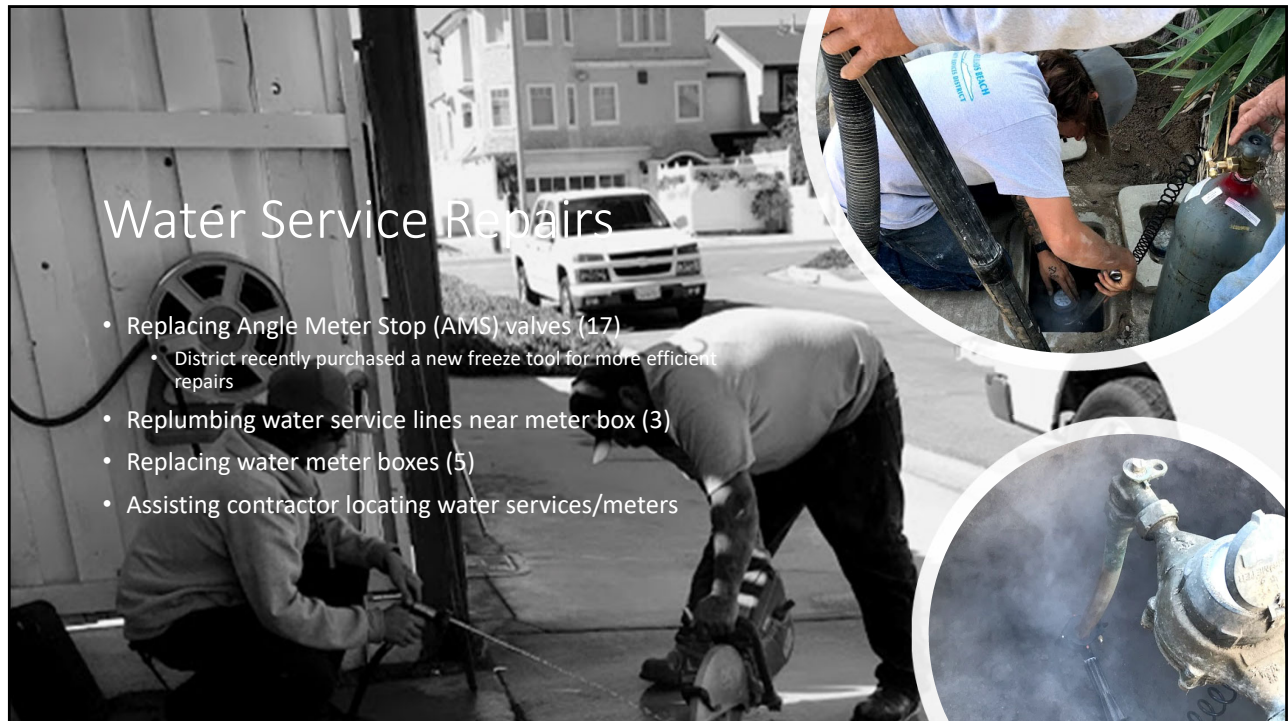
The Board Meeting adjourned at 8:46 PM.

Ellen Spiegel, President

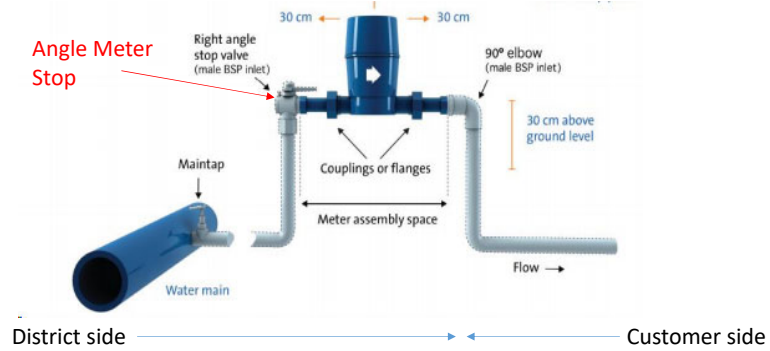


Operations & Maintenance Report

November 13, 2018



Residential Water Service



- On schedule
- 920 new smart water meters installed



Smart Water Meter Project Update

www.cibcsd.com/meters

Phase 1	Silverstrand (Weeks 1-4) – Completed November 8th
Phase 2	Hollywood by the Sea (Weeks 4-6) – Currently installing
Phase 3	Hollywood Beach (Weeks 6-10)
Phase 4	Commercial Route (District staff)




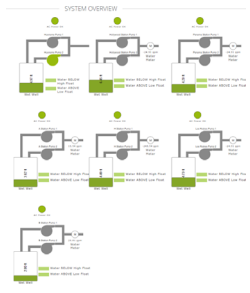
Confined Space Entry


- Ops staff performed Confined Space Entry at B Station
- This type of work was previously contracted out
- Work performed was to gather wet well dimensions for future lift station CIP

CIBCSD SCADA Integration with PHWA

- This project will allow the District to remotely monitor:
 - District flow (gallons per minute)
 - District pipeline pressure
 - District chlorine residual
- Notification by text/email of change in flow volume, pressure, or chlorine residual
- This is in addition to monitoring all sewer stations using the XiO platform
- Goal is to monitor water and sewer on one common dashboard







Fire Hydrant Repair

- 1600 Ocean Drive





Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
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 13, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Sale of Surplus Real Property
Item No. E-1

RECOMMENDATION:

1. Approve Resolution No. 18-07 authorizing the sale of District Surplus property at 112 Las Palmas Street in the amount of \$650,000.
2. Establish new reserve account to be held for Capital Improvement 402 – Yard and Building Improvements.

FINANCIAL IMPACT: Liquidation and Disposal of District surplus property resulting in \$650,000 increase to District’s cash reserves.

BACKGROUND:

The District owns two parcels on Hollywood Beach that previously housed coastal wells for the District’s water supply. These coastal wells were decommissioned in the 1990’s as pumping operations were shifted inland to prevent seawater intrusion into the groundwater basin. At the April 10, 2018 Regular Board meeting the District declared one of these well sites, the property at 112 Las Palmas Street, as surplus real property.

At the September 14, 2018 Special Board Meeting, the Board established a reserve price of \$650,000 for the surplus real property. On October 25, 2018, a live auction was held at the District office, resulting in one successful bid at the reserve price of \$650,000.

DISCUSSION:

Attached for Board consideration is a Resolution required by the escrow company to process the sale. In summary, the Resolution:

- Authorizes the sale of the surplus property, per the terms stated in the Sale Agreement
- Names the General Manager as the authorized signatory for sale documents
- Recognizes that the proceeds from the sale will be used to fund property improvements at the District office.

The District’s 5-year Capital Improvement Program contains \$200,000 from reserves for property improvements at the District’s main office location, in addition to the proceeds from the sale of the

Las Palmas property. Staff's recommendation is to establish a separate account to hold the \$650,000 specifically for use on the District's renovation efforts.

If approved, the District would formally begin the entitlement process and conditional use permit application in early 2019, with an estimated 8 – 10 months to receive approval from the County to proceed with the proposed design. District staff intends to hold stakeholder workshops in early 2019 to develop a conceptual design that maximizes benefit for the community, while still within the project budget.

ATTACHMENTS:

1. Resolution No. 18-07
2. Sale Agreement for 112 Las Palmas Street

RESOLUTION NO. 18-07
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS RESOLUTION REGARDING
AUTHORIZATION OF SALE AND SIGNATORY FOR 112 LAS PALMAS PROPERTY

WHEREAS, the Channel Islands Beach Community Services District (“CIBCSD”) Board of Directors (“Board”) is duly established and organized pursuant to Government Code §61000 et seq; and

WHEREAS, CIBCSD entered into an agreement to sell its real property, specifically a vacant lot located at 112 Las Palmas Street, Oxnard, CA 93035 (“Property”) on October 25, 2018 at an open auction; and

WHEREAS, CIBCSD has the authority to sell its real property and the authority appoint a signatory to sign on behalf of the Board for such a sale; and

WHEREAS, the authorized signer to sell the Property and sign all agreements on behalf of the Board for sale of the Property is the Akbar Alikhan, the CIBCSD General Manager; and

NOW THEREFORE RESOLVED, that the Board hereby authorizes the sale of the Property pursuant to a sales agreement attached hereto as Exhibit A; and

IT IS FURTHER RESOLVED, that the Board authorizes Akbar Alikhan, the CIBCSD General Manager to execute any documents necessary for the sale of the property; and

IT IS FURTHER RESOLVED, that the proceeds from the sale of this real property is to be used for CIBCSD’s property renovations at its headquarter office at 353 Santa Monica Drive, Oxnard, CA; and

FURTHER RESOLVED, the General Manager be authorized to act as signatory on behalf of the Board for the sale of the property.

Date: _____

ELLEN SPIEGEL
Channel Islands Beach Community Services District, Board President

KRISTINA BREWER
Channel Islands Beach Community Services District, Board Vice President



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 12/15)

Date Prepared: October 25, 2018

1. OFFER:

- A. **THIS IS AN OFFER FROM** Tony Salandra + Suzanne Scarborough ("Buyer"),
- B. **THE REAL PROPERTY** to be acquired is 112 Las Palmas Street, situated in Oxnard (City), Ventura (County), California, 93035 (Zip Code), Assessor's Parcel No. 206-0-231-030 ("Property").
Further Described As _____
- C. **THE PURCHASE PRICE** offered is Six Hundred Fifty Thousand and No/100 Dollars \$ 650,000.00
- D. **CLOSE OF ESCROW** shall occur on _____ (date) (or thirty (30) Days After Acceptance).
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. **DISCLOSURE:** The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. **CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:
Listing Agent NONE (Print Firm Name) is the agent of (check one):
 the Seller exclusively; or both the Buyer and Seller.
Selling Agent NONE (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
- C. **POTENTIALLY COMPETING BUYERS AND SELLERS:** The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. **INITIAL DEPOSIT:** Deposit shall be in the amount of \$ 19,500
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other _____ within 3 business days after Acceptance (or _____);
OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or cashier's check) to the agent submitting the offer (or to Seller within 2 days after auction), made payable to Escrow Holder. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
Deposit checks given to agent shall be an original signed check and not a copy.

Wire Transfer OR personal check

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. **INCREASED DEPOSIT:** Buyer shall deposit with Escrow Holder an increased deposit in the amount of . . . \$ _____ within Days After Acceptance (or _____).
If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.
- C. **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.
- D. **LOAN(S):**

- (1) **FIRST LOAN:** in the amount of \$ ~~150,500~~
This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
- (2) **SECOND LOAN** in the amount of _____ \$ _____
This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other _____. This loan shall be at a fixed rate not to exceed _____ % or, an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
- (3) **FHA/VA:** For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

E. ADDITIONAL FINANCING TERMS:

Buyer's Initials (TS) (SS)
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VLPA REVISED 12/15 (PAGE 1 OF 11)

Seller's Initials (TS) (_____)



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 1 OF 11)

- F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \$ **630,500**
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- G. **PURCHASE PRICE (TOTAL):** \$ **650,000**
- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3** (or) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17** (or) Days After Acceptance.
- J. **LOAN TERMS:**
 - (1) **LOAN APPLICATIONS:** Within **3** (or) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (Letter attached.)
 - (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
 - (3) **LOAN CONTINGENCY REMOVAL:**
Within **21** (or) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
 - (4) **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
 - (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- L. **SELLER FINANCING:** The following terms (or the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.
 - (1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within **7** (or) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.
 - (2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.
 - (3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.
- M. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials (*SA*) (*SAS*)

Seller's Initials (*AB*) ()

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)

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112 Las Palmas



4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. MANUFACTURED HOME PURCHASE: The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or this contingency shall remain in effect until the Close Of Escrow of the Property).

6. CONSTRUCTION LOAN FINANCING: The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

Table with 2 columns: Addendum # (C.A.R. Form ADM) and Addendum Name. Rows include Back Up Offer Addendum (C.A.R. Form BUO), Septic, Well and Property Monument Addendum (C.A.R. Form SWPI), Short Sale Addendum (C.A.R. Form SSA), Court Confirmation Addendum (C.A.R. Form CCA), and Other.

B. BUYER AND SELLER ADVISORIES:

- Buyer's Inspection Advisory (C.A.R. Form BIA) [checked]
Probate Advisory (C.A.R. Form PA)
Trust Advisory (C.A.R. Form TA)
Short Sale Information and Advisory (C.A.R. Form SSIA)
Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
REO Advisory (C.A.R. Form REO)
Other

8. OTHER TERMS:

9. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1) Buyer X Seller shall pay for a natural hazard zone disclosure report, including tax environmental Other: prepared by *MyNHD \$74.95
(2) Buyer Seller shall pay for the following Report prepared by
(3) Buyer Seller shall pay for the following Report prepared by

B. ESCROW AND TITLE:

- (1) (a) X Buyer X Seller shall pay escrow fee Seller and Buyer shall each pay fifty percent (50%) of the escrow fee
(b) Escrow Holder shall be Chicago Title Company
(c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
(2) (a) Buyer X Seller shall pay for owner's title insurance policy specified in paragraph 18E
(b) Owner's title policy to be issued by Chicago Title Company
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1) X Buyer Seller shall pay County transfer tax or fee
(2) Buyer Seller shall pay City transfer tax or fee
(3) Buyer Seller shall pay Homeowners' Association ("HOA") transfer fee
(4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
(5) Buyer to pay for any HOA certification fee.
(6) Buyer Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(7) Buyer Seller shall pay for any private transfer fee
(8) Buyer Seller shall pay for
(9) Buyer Seller shall pay for

10. CLOSING AND POSSESSION: Possession shall be delivered to Buyer: (i) X at 6 PM or (AM/ PM) on the date of Close Of Escrow; (ii) no later than calendar days after Close Of Escrow; or (iii) at AM/ PM on The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

Buyer's Initials (AJ) (SPS)

Seller's Initials (AA)



B. ITEMS INCLUDED IN SALE:

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items:

- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.

C. ITEMS EXCLUDED FROM SALE:

12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:

A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS: Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

B. WITHHOLDING TAXES: Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

C. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES: This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at http://www.npms.phmsa.dot.gov/. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:

- (1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form VLQ).
- (2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ___) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:

A. Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) LEGAL PROCEEDINGS: Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) AGRICULTURAL USE: Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) DEED RESTRICTIONS: Any deed restrictions or obligations.
- (4) FARM USE: Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) ENDANGERED SPECIES: Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- (6) ENVIRONMENTAL HAZARDS: Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) COMMON WALLS: Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) LANDLOCKED: The absence of legal or physical access to the Property.
- (9) EASEMENTS/ENCROACHMENTS: Any encroachments, easements or similar matters that may affect the Property.
- (10) SOIL FILL: Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) SOIL PROBLEMS: Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) EARTHQUAKE DAMAGE: Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) ZONING ISSUES: Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) NEIGHBORHOOD PROBLEMS: Any neighborhood noise problems, or other nuisances.

B. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

C. TENANT ESTOPPEL CERTIFICATES: Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials ([Signature]) (SFS)

Seller's Initials ([Signature]) ()



- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph 19, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.**
- 15. **CHANGES DURING ESCROW:**
 - A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 15B: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
 - B. At least 7 (or ___) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes. Within 5 (or ___) Days After receipt of such notice, Buyer, in writing, may give Seller notice of Buyer's objection to the Proposed Changes, in which case Seller shall not make the Proposed Changes.
- 16. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
 - A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
 - B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
 - C. **Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- 17. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
 - A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
 - B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
 - C. **Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
 - D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
 - E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
 - F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)
 - G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.

Buyer's Initials () ()

Seller's Initials () ()

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- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

18. TITLE AND VESTING:

- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within **7 Days After Acceptance**, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. **THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.**
- E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

- A. **SELLER HAS: 7 (or) Days After Acceptance** to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. (1) **BUYER HAS: 17 (or) Days After Acceptance**, unless otherwise agreed in writing, to:
 - (i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
 - (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
 - (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has **5 (or) Days After Delivery** of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

Buyer's Initials (SPS) (SPS)

Seller's Initials (AA) ()

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(4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

C. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

D. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2(or) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.

E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

F. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

G. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

20. REPAIRS: Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

21. FINAL VERIFICATION OF CONDITION: Buyer shall have the right to make a final verification of the Property within 5 (or) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

22. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment

Buyer's Initials ([Signature]) (SRS)

Seller's Initials ([Signature]) ()



District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days After Acceptance**, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or _____) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days After Acceptance** (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within **3 Days** after mutual execution of the amendment.

Buyer's Initials () (SFS)

Seller's Initials () (_____)



27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).

Buyer's Initials *AS*

Seller's Initials *AS*

28. DISPUTE RESOLUTION:

A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 28C.

B. ARBITRATION OF DISPUTES: The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of transactional real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials *AS*

Seller's Initials *AS*

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.
- (2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

30. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.


Buyer's Initials (*AS*) (*SPS*)

Seller's Initials (*AS*) ()



- 31. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initiated by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 36. **DEFINITIONS:** As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 37. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by _____ AM/ PM, on _____ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 10/25/18 BUYER 
(Print name)

Date 10/25/18 BUYER Suzanne Scarberry
(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer's Initials  (SPS)

Seller's Initials  ()



Property Address: 112 Las Palmas Street, Oxnard, 93035

Date: October 25, 2018

38. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

X One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date 10/25/18 SELLER Akbar Alikhan (Print name) Akbar Alikhan, GM on behalf of CIBCS

Date SELLER

(Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) 10/25/18 at 3:30 pm AM/ XPM A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.

Real Estate Broker (Selling Firm) NONE DRE Lic. #
By DRE Lic. # Date
Address City State Zip
Telephone Fax E-mail
Real Estate Broker (Listing Firm) NONE DRE Lic. #
By DRE Lic. # Date
Address City State Zip
Telephone Fax E-mail

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$), counter offer numbers Seller's Statement of Information and , and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is

Escrow Holder Escrow #
By Date
Address
Phone/Fax/E-mail//

Escrow Holder has the following license number #
Department of Business Oversight, Department of Insurance, Department of Real Estate.

PRESENTATION OF OFFER: () Listing Broker presented this offer to Seller on (date).
Broker or Designee Initials

REJECTION OF OFFER: () () No counter offer is being made. This offer was rejected by Seller on (date).
Seller's Initials

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Buyer's Acknowledge that page 11 is part of this Agreement () ()

VLPA REVISED 12/15 (PAGE 11 OF 11)



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)

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112 Las Palmas



POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller Akbar Alikhan, GM on behalf of CIBCSD Date 10/25/18

Buyer Susanna Karbeny Date 10/25/18

Real Estate Broker (Firm) NONE DRE Lic # Date

Real Estate Broker (Firm) NONE DRE Lic # Date

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BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY

(C.A.R. Form BVLIA, 11/13)

Property Address: 112 Las Palmas Street, Oxnard, 93035 ("Property").

A. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. For this reason, you should conduct thorough investigations of the Property personally and with professionals who should provide written reports of their investigations. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations. Additionally, some inspections, such as those listed below, may be of particular importance when purchasing vacant land.

B. BUYER RIGHTS AND DUTIES: You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. The purchase agreement gives you the right to investigate the Property. If you exercise this right, and you should, you must do so in accordance with the terms of that agreement. This is the best way for you to protect yourself. It is extremely important for you to read all written reports provided by professionals and to discuss the results of inspections with the professional who conducted the inspection. You have the right to request that Seller make repairs, corrections or take other action based upon items discovered in your investigations or disclosed by Seller. If Seller is unwilling or unable to satisfy your requests, or you do not want to purchase the Property in its disclosed and discovered condition, you have the right to cancel the agreement if you act within specific time periods. If you do not cancel the agreement in a timely and proper manner, you may be in breach of contract.

C. SELLER RIGHTS AND DUTIES: Seller is required to disclose to you material facts known to him/her that affect the value or desirability of the Property. However, Seller may not be aware of some Property defects or conditions. Seller does not have an obligation to inspect the Property for your benefit nor is Seller obligated to repair, correct or otherwise cure known defects that are disclosed to you or previously unknown defects that are discovered by you or your inspectors during escrow. The purchase agreement obligates Seller to make the Property available to you for investigations.

D. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as soil stability, geologic or environmental conditions, hazardous or illegal controlled substances, structural conditions of the foundation or other improvements, or the condition of the roof, plumbing, heating, air conditioning, electrical, sewer, septic, waste disposal, or other system. The only way to accurately determine the condition of the Property is through an inspection by an appropriate professional selected by you. If Broker gives you referrals to such professionals, Broker does not guarantee their performance. You may select any professional of your choosing. If you have entered into a written agreement with a Broker, the specific terms of that agreement will determine the nature and extent of that Broker's duty to you. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

E. YOU ARE ADVISED TO CONDUCT INVESTIGATIONS OF THE ENTIRE PROPERTY, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1. FINANCE: Financing the purchase of vacant land finance and especially financing construction loans for the improvement of vacant land can provide particular challenges, including subordination agreements and insurance requirements. Buyer is advised to seek the assistance of reputable lenders in assistance with their decisions regarding financing of the property.
2. CONSTRUCTION COSTS: If Buyer is contemplating building improvements on the property, Buyer is advised that they will have to contact directly any contractors, service providers, suppliers, architects, utility companies regarding the costs of improvements. Buyer is advised to get written bids from all such persons regarding their decision to develop the property.
3. UTILITIES: Unimproved property may or may not have utilities available to the property. Buyer(s) is advised to obtain information from the public or private utility provider about the availability and cost of providing utilities to the property and whether necessary easements are in place to allow such utilities to the property.
4. ENVIRONMENTAL SURVEY: Unimproved land may have had or may have hazardous materials stored upon or under the land or been used by persons engaged in activities exposing the land to hazardous materials. The land may also be host to protected vegetation or animal life. Buyer(s) is advised to satisfy themselves as what hazards or protected plant or animal life are on the property and what impact they may have on Buyer's future plans for the property by seeking the help of a qualified professional.

Buyer's Initials ([Signature]) (JPS)

Seller's Initials ([Signature]) ()



Property Address: **112 Las Palmas Street, Oxnard, 93035**

Date: _____

- 5. **NATURAL HAZARDS REPORTS:** Buyer(s) is advised that while certain disclosures are required by state, federal and local laws, hazard disclosure companies can provide additional disclosures for both natural and man-made hazards or nuisances for a cost. Buyer is advised to seek the advice of a natural hazards reporting company regarding additional reports and disclosures that buyer may wish to obtain.
- 6. **SUBDIVISION OF THE PROPERTY:** If Buyer's plans include future subdivision of the property (whether under the Subdivision Map Act of the Subdivided Lands Law) multiple, complex issues regarding city, county, state, and federal laws may be presented. Buyer is strongly advised to seek the advice of California legal counsel familiar with federal, state and local subdivision requirements.

Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

By signing below, Buyer and Seller each acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyer is encouraged to read it carefully.

SELLER  _____ Date **10/25/18**

Akbar Alikhan, GM on behalf of CIBCS

SELLER _____ Date _____

BUYER  _____ Date **10/25/18**

BUYER  _____ Date **10/25/2018**

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BVLIA 11/13 (PAGE 2 OF 2)

BUYER'S VACANT LAND ADDITIONAL INSPECTION ADVISORY (BVLIA PAGE 2 OF 2)

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112 Las Palmas





DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k), (l), and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer Seller Landlord Tenant _____ *[Signature]* Date 10/25/18

Buyer Seller Landlord Tenant _____ Date _____

Agent _____ **NONE** _____ DRE Lic. # _____
Real Estate Broker (Firm)

By _____ DRE Lic. # _____ Date _____
(Salesperson or Broker-Associate)

Agency Disclosure Compliance (Civil Code §2079.14):
 When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
 When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

[Signature] _____ Date 10/25/18 _____
 Seller/Landlord _____ Seller/Landlord _____
Akbar Alikhan, GM on behalf of CIBCSD

CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): the seller exclusively; or both the buyer and seller.
(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY) _____ is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.
(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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AD REVISED 12/14 (PAGE 2 OF 2)

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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)



Board of Directors:

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AKBAR ALIKHAN
General Manager

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Regular Board Meeting, November 13, 2018

To: Board of Directors
From: CJ Dillon, Office Manager
Subject: Nationwide Employee Retirement, Fixed Interest Rate Option
Item No. E-2

RECOMMENDATION:

1. Approve Fixed Account Amendment and allow affected employees to choose Option One

FINANCIAL IMPACT: No Financial Impact

BACKGROUND:

Nationwide Retirement is the District's 457b retirement plan that has been in effect for the last 20 years. All long-term employees have a large share of their retirement in this fund. Nationwide is asking employees with shares in the Fixed Account to make a choice regarding the percentage available to move around in alternate funds. The Board's approval is needed to make these changes.

DISCUSSION/ANALYSIS

Nationwide has been paying 3.5% on their fixed account for many years. For the last several years, the industry has operated in a consistently low interest rate environment, which has directly impacted the investment returns available in the market. During this time, Nationwide has continued to provide an above-market rate to participants invested in our fixed contract, but now recognizes the need to adjust the interest rates.

Nationwide is proposing a 5-year step down process with a .5% drop every year. Employees, currently, can pull out 20 percent, per year, to invest in other markets. Since Nationwide is initiating the amendment, the employees are being given a choice to move their fixed account shares in a lump sum or split it in to 60-day intervals.

The employees are requesting the lump sum (Option 1). Most of the shares are currently being held by employees that have been here for over 15 years and would like the option of moving these funds to an investment that will help them in the short term. This was discussed with all the employees and the choice was unanimous.



Guaranteed Minimum Interest Rate Amendment: Option Sheet

Plan Number - Name: 0028476001 - CHANNEL ISLANDS BEACH COMM SERVICES DIST

Please consider the options below. If accepted, please select only one, sign the bottom of this page, and return both this Option Sheet and the Amendment by 2/28/18.

– Option One

- Sign the amendment and return to Nationwide in one of three ways: the envelope provided, scan and email to NRSFORU@nationwide.com or fax directly to 1-877-677-4329
- The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the following schedule:

2018	2019	2020	2021	2022	2023
3.5%	3.0%	2.5%	2.0%	1.0%	0.5%

- The contract’s quarterly crediting rate will continue to be set based on Nationwide’s normal business practices and may vary depending on market conditions and investment performance.

– Option Two

- Sign and the amendment and return to Nationwide in one of three ways: the envelope provided, scan and email to NRSFORU@nationwide.com or fax directly to 1-877-677-4329
- The contract is amended to lower the Guaranteed Minimum Interest Rate annually on the following schedule:

2018	2019	2020	2021	2022	2023
3.5%	3.0%	2.5%	2.0%	1.0%	0.5%

- The per participant exchange and transfer limit is increased from 20% to 40%.
- The contract’s quarterly crediting rate will continue to be set based on Nationwide’s normal business practices and may vary depending on market conditions and investment performance. However, because of the increased exchange and transfer limit, the crediting rate under this option will be less than under Option One. At the time of this letter, this difference is 0.1% annually, but the variance is not guaranteed to remain at this level.

Plan Sponsor Signature

Date

By signing above, I certify that I have the authority to act on behalf of the Plan and that I have fully reviewed the information provided to me. The unregistered group variable and fixed annuity is issued by, and any guarantees are subject to the claims-paying ability of, Nationwide Life Insurance Company, Columbus, OH.

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**FIXED ACCOUNT AMENDMENT
to
Group Flexible Purchase Payment Deferred Variable Annuity Contract**

General Information Regarding this Amendment

This Fixed Account Amendment replaces the Fixed Account Endorsement that was previously issued to the Contract Owner and is made a part of the Contract to which it is attached. To the extent the terms of the Contract and this Amendment are inconsistent, the terms of this Amendment shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

WHEREAS, the above-referenced group annuity Contract was issued to the Contract Owner for the benefit of the Participants and their Beneficiaries in the Contract Owner's Plan by Nationwide Life Insurance Company ("Nationwide") along with a Fixed Account Endorsement; and

WHEREAS, Nationwide and the Contract Owner wish to modify the Contract provisions that were added to the Contract through the Fixed Account Endorsement pursuant to the Alteration or Modification section of the Contract,

NOW, THEREFORE, pursuant to the agreement of Nationwide and the Contract Owner, the Contract is hereby modified as follows:

1. The terms and provisions that were added to the Contract through the Fixed Account Endorsement are deleted in their entirety and replaced with the following:

DEFINITIONS

The following definitions are modified in, or added to, the Contract:

Annual Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar year. Nationwide determines this rate at its sole discretion.

Contract Value - The combined value of the Variable Account(s) and the Fixed Account.

Exchange - The movement of amounts attributable to Participant Accounts to a Companion Investment Option under the Plan, or from one or more Sub-Accounts of the Variable Account to one or more Sub-Accounts of the Variable Account, or from one or more Sub-Accounts of the Variable Account to the Fixed Account, or from the Fixed Account to a Companion Investment Option under the Plan or to one or more Sub-Accounts of the Variable Account.

Fixed Account - An option funded by Nationwide's general account crediting specified interest rates.

Guaranteed Minimum Fixed Account Interest Rate - A minimum interest rate established under the Contract. All rates under the Contract are guaranteed to be at least as great as the Guaranteed Minimum Fixed Account Interest Rate.

Participant Account Value - The present value of the units and the Fixed Account attributable to a Participant's Account.

Quarterly Guaranteed Interest Rate - The minimum guaranteed interest rate applied to the Fixed Account for a calendar quarter. This rate may be equal to or greater than the applicable Annual Guaranteed Interest Rate. Nationwide determines this rate at its sole discretion.

FIXED ACCOUNT

The following is added to the Contract:

General Information Regarding the Fixed Account

The Fixed Account is an investment option under the Contract offering an Annual Guaranteed Interest Rate and a Quarterly Guaranteed Interest Rate. The Contract also provides a Guaranteed Minimum Fixed Account Interest Rate. Nationwide credits interest to the Fixed Account at these rates that it prospectively declares. At no time will there be an interest rate declared that is lower than the Guaranteed Minimum Fixed Account Interest Rate. Interest rates are determined at the sole discretion of Nationwide, and Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration and Modification section of the Contract. Nationwide declares all of its rates as annual effective yields. Nationwide reserves the right to discontinue accepting additional Purchase Payments and Transfer and Exchange allocations to the Fixed Account at any time.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government. The Fixed Account is a non-participating option. Allocations to the Fixed Account do not share in any surplus of Nationwide.

Guaranteed Interest Rates

The Guaranteed Minimum Fixed Account Interest Rate for the Contract is listed on the Contract Specifications Page. Nationwide reserves the right to modify the Guaranteed Minimum Fixed Account Interest Rate upon notice to the Contract Owner in accordance with the Alteration or Modification section of the Contract.

No later than the last Business Day of a calendar year, Nationwide declares the Annual Guaranteed Interest Rate for the Fixed Account for the next calendar year. In addition, no later than the last Business Day of a calendar quarter, Nationwide will declare the Quarterly Guaranteed Interest Rate, that is calculated on an annualized basis, to be credited to the Fixed Account for the next calendar quarter.

Crediting Interest to the Fixed Account

Nationwide interest rates are all declared as annual effective yields. An effective yield takes into account the effect of interest compounding. Nationwide credits interest to the Fixed Account on each Business Day. Annual effective yields are converted by Nationwide into a daily interest rate factor. The current Fixed Account value is calculated by taking the daily interest rate factor and multiplying it by the previous Business Day's Fixed Account value. Because interest is credited only on Business Days, interest from multiple non-Business Days (e.g., days falling on a weekend or holidays) accumulate and are credited on the next available Business Day.

Calculating the Fixed Account Value

The Fixed Account value on any given Business Day is equal to:

- (1) total Purchase Payments allocated to the Fixed Account; plus
- (2) The daily interest earned, plus
- (3) Exchanges or Transfers to the Fixed Account, minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

Calculating a Participant Account Value in the Fixed Account

A Participant Account Value in the Fixed Account on any given Business Day is equal to:

- (1) total Participant Contributions allocated to the Fixed Account; plus
- (2) the daily interest earned on the Participant's Account; plus
- (3) Exchanges or Transfers to the Fixed Account; minus
- (4) Exchanges or Transfers out of the Fixed Account; minus
- (5) Withdrawals from the Fixed Account; minus
- (6) Participant Benefit Payments; minus
- (7) any applicable Contract Maintenance Charge, the aggregate Participant Account Charge, charges associated with plan expenses or additional services, additional expense charges, and premium taxes that are applied to Participant Accounts.

CONTRACT EXPENSES

The "Contract Expenses" provision of the Contract is amended with the addition of the following.

Unless otherwise mutually agreed to by the Contract Owner and Nationwide, all expenses and charges attributable to the Contract, except the Variable Account Charge, will be deducted proportionally from the Variable Account(s) and the Fixed Account based on the value each account bears to the total Contract Value. Any applicable expenses or charges attributable to a Participant Account will be deducted proportionally and in the same manner.

Premium Taxes

Any applicable premium taxes will be deducted from the Fixed Account in the manner described in the Contract.

EXCHANGES AND TRANSFERS

The following is added to the Contract:

Exchanges and Transfers to and from the Fixed Account

Nationwide will generally accept Exchanges and Transfers to the Contract. Nationwide reserves the right to discontinue accepting Exchanges and Transfers to the Fixed Account at any time.

Exchanges and Transfers out of the Fixed Account are subject to certain limitations. The Contract Owner elects at the time of application to accept a Participant level Exchange and Transfer limitation or an aggregate Contract level Exchange and Transfer limitation. Liquidations of Contract Value via Exchange and Transfer are combined into a single percentage limitation. The type of limitation and percentage limitation are listed on the Contract Specifications Page.

Nationwide, in its sole discretion, may agree not to impose any Exchange or Transfer restrictions. If no such Exchange or Transfer restrictions will be imposed, this will be reflected on the Contract Specifications Page. In the event that Exchange or Transfer restrictions are imposed under the Contract, Nationwide may agree to waive any Exchange and/or Transfer restrictions listed on the Contract Specification Page on Exchanges and Transfers involving Participants actively utilizing asset allocation models or asset allocation services available under the Plan.

All Exchange and Transfer limitations are set, or reset, on a calendar year basis. The permissible Exchange and Transfer amount cannot be rolled from year to year or otherwise "banked" for utilization in subsequent calendar years.

The Contract Owner may request to change the type of Exchange and Transfer limitation for the next calendar year if Nationwide receives, in a form acceptable to Nationwide, the request by at least ninety (90) days prior to the end of the preceding calendar year.

All Exchanges to and from the Fixed Account are done in conjunction with a Companion Investment Option. In order for Nationwide to accept Exchanges to or from a Companion Investment Option, the Contract Owner must identify the Companion Investment Option to Nationwide in writing and Nationwide must agree to accept Exchanges to or from the identified Companion Investment Option. Nationwide may discontinue accepting Exchanges to or from a Companion Investment Option by giving the Contract Owner at least thirty (30) days advance written notice.

In the event the Contract Owner elects to add a Companion Investment Option to the Plan with characteristics in structure, investment time horizon, rate setting, or any other characteristics that could compel on-going Exchanges between the Fixed Account and such Companion Investment Option, the Contract Owner shall provide Nationwide with notice of the addition of such a Companion Investment Option to the Plan at least ninety (90) days prior to the addition of such Companion Investment Option. If such a Companion Investment Option is added to the Plan, then Nationwide may impose an equity wash that prohibits direct Exchanges between the Fixed Account and such Companion Investment Option. Nationwide will notify the Contract Owner in the event an equity wash will be imposed with regard to Exchanges with a Companion Investment Option and the Fixed Account.

Nationwide processes Transfer requests within seven (7) Business Days of the date the request is received and accepted by Nationwide from the Contract Owner on behalf of the Participant, or directly from the Participant if permitted by the Plan. Nationwide may require Transfer requests to be on a form it provides.

Sixty Month Exchange or Transfer Program

If the Contract Owner has elected a Participant level Exchange and Transfer limitation, Nationwide may permit Participants to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via a monthly Exchange or Transfer over a period of sixty (60) months. Nationwide may, in its sole discretion, permit the Contract Owner, on behalf of a Participant, to direct the complete liquidation of amounts attributable to a Participant Account that are allocated to the Fixed Account via monthly Exchange or Transfer over a period of sixty (60) months. Any such sixty (60) month Exchange or Transfer shall be subject to the following.

- (1) The amount to be Exchanged each month is equal to the value of the Fixed Account of the Participant Account divided by the number of remaining months until the 60 month Exchange or Transfer program is completed.
- (2) Any additional Participant Contribution, Exchange and/or Transfer to the Fixed Account of a Participant Account where the 60 month Exchange or Transfer program is in effect will result in immediate cancellation of any additional Exchanges or Transfers under this program.
- (3) If the Participant level Exchange limitation (whether the percentage limitation or number of transactions limit) has been met in the calendar year in which the request to initiate the 60 month Exchange or Transfer program is received, Nationwide will reject the request. The request may be made again beginning on the first day of the next calendar year.
- (4) The 60 month Exchange or Transfer program is only available for Participant Account Values of at least \$1,000.

TERMINATION AND WITHDRAWALS

The following is added to the Contract.

Termination

In the event the Contract Owner or Nationwide terminate the Contract, the following will apply to the Fixed Account.

At least thirty (30) days prior to the effective date of termination, the Contract Owner must elect one of the two Withdrawal methods listed below for amounts attributable to the Fixed Account.

- (1) Lump-sum Payment. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in one lump-sum payment, Nationwide will pay to the Contract Owner the Withdrawal Value of amounts attributable to the Fixed Account less a market value adjustment if the present value of amounts attributable to the Withdrawal are less than the present Contract Value of such amounts. The market value adjustment is determined by Nationwide at its sole discretion, but will be done in a manner consistent with making a reasonable approximation of the present value of assets attributable to the Fixed Account. Nationwide will provide the Contract Owner the current procedures it uses to determine the market value adjustment upon request.
- (2) Sixty (60) Monthly Installments. If the Contract Owner elects to have funds Withdrawn from the Fixed Account in sixty (60) monthly installments, Nationwide will begin installment Withdrawals no later than ninety (90) days following the effective date of termination of the Contract, unless otherwise mutually agreed by the Contract Owner and Nationwide. The amount of each installment is determined by the following:

the Fixed Account value on the date before the installment is Withdrawn; divided by

- a) the number of remaining installments.
- b) Fixed Account Withdrawals in addition to installment Withdrawals will not be permitted, nor will any Exchanges or Transfers be permitted.

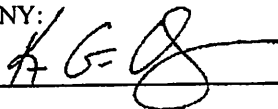
IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this ___ day of _____, 201_.

APPROVED:

CONTRACT OWNER: _____

By: _____

NATIONWIDE LIFE INSURANCE
COMPANY:

By:  _____



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, November 13, 2018

To: Board of Directors
From: Akbar Alikhan, General Manager
Subject: Local Agency Formation Commission Candidate Selection
Item No. E-3

RECOMMENDATION:

1. Board discretion to cast vote for LAFCO candidate.

FINANCIAL IMPACT: No Impact.

BACKGROUND/DISCUSSION:

The Ventura Local Agency Formation Commission (LAFCo) is an independent agency which governs matters relating to boundary changes for cities and most special districts, including spheres of influence, incorporations, annexations, reorganizations and other changes of organization.

The LAFCo Board is comprised of seven members representing the County, Cities, and Special Districts, with one appointed Member at Large. Both the Commission seat held by Elaine Freeman and the Alternate seat held by Andy Waters are up for re-election. Each of the 30 special districts in the County must cast their vote for the Commission seat and the Alternate seat and submit their selections by December 14, 2018. The candidates are as follows:

Select one of the following two candidates –

Regular LAFCO Member	
Russ Baggerly	Ojai Valley Sanitary District
Elaine Freeman	Rancho Simi Recreation and Park District

Select one of the following three candidates –

Regular LAFCO Member	
John (Jack) Curtis	Ojai Valley Sanitary District
Neal Dixon	Pleasant Valley Recreation and Park District
Andy Waters	Calleguas Municipal Water District

ATTACHMENT(S):

1. 2018 Ballot Cover Letter
2. Official Ballot
3. Candidate statements



VENTURA LOCAL AGENCY FORMATION COMMISSION

COUNTY GOVERNMENT CENTER • HALL OF ADMINISTRATION

800 S. VICTORIA AVENUE, L# 1850 • VENTURA, CA 93009

TEL (805) 654-2576 • FAX (805) 477-7101

WWW.VENTURA.LAFCO.CA.GOV

October 23, 2018

President/Chair of the Board
Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands, CA 93035-4473

RE: Ballot for Election of a Special District Regular Member and an Alternate Member to the Ventura LAFCo

Dear President/Chair of the Board:

Enclosed please find your Official Ballot for the election of a special district regular member and a special district alternate member to the Ventura LAFCo for new, four-year terms beginning January 1, 2019 and ending January 1, 2023. This election is being conducted by mail pursuant to California Government Code Section 56332 (or by email, if consent has been received by your District - see enclosed list of those districts which have consented to email). A total of two candidates have been nominated for the regular member position and three for the alternate position. The candidates are listed alphabetically on the Official Ballot and a copy of each candidate's statement is enclosed.

INSTRUCTIONS

- Use the enclosed **Official Ballot** to vote for only one candidate for each position.
- The **Ballot** must be signed and dated by the district president/chair or presiding officer.
- All ballots being returned via US Mail must be returned to the Ventura LAFCo at the address listed above. Districts that have previously consented to conduct elections via email can email a copy of the signed ballot to: kai.luoma@ventura.org.
- **BALLOTS MUST BE RECEIVED BY 5:00 p.m. FRIDAY, DECEMBER 14, 2018. (Ballots received after 5:00 p.m. Friday, December 14, 2018 will not be counted.)**

There are 30 independent special districts eligible to vote in this election. At least 16 districts must return completed/signed ballots to achieve a quorum. If a quorum is achieved, the candidate receiving the most votes for each position will be considered elected. In the event of a tie for the most votes, the outcome will be determined by lot. The election results will be mailed to each district no later than Friday, December 21, 2018. Please let us know if you have questions.

Sincerely,

Kai Luoma
Executive Officer

Enclosures
c: General Manager

OFFICIAL BALLOT - 2018

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE
Regular Special District Member and
Alternate Special District Member to the Ventura LAFCo

Channel Islands Beach Community Services District

This is the Official Ballot for the Independent Special Districts Selection Committee for the purpose of electing the following positions to the Ventura LAFCo:

1. Elect one special district regular member to the Ventura LAFCo for a four-year term beginning January 1, 2019 and ending January 1, 2023; and
2. Elect one special district alternate member to the Ventura LAFCo for a four-year term beginning January 1, 2019 and ending January 1, 2023.

The election consists of two candidates for the special district regular member and three candidates for the special district alternate member (listed below in alphabetical order). Please vote for only one candidate for each position. A minimum of 16 qualified votes must be returned by the deadline to establish a quorum of the independent special districts. The candidate receiving the most votes of the quorum shall be elected. In the event of a tie vote, the outcome will be determined by lot.

PLEASE RETURN THIS SIGNED BALLOT to the Ventura LAFCo, 800 S. Victoria Avenue, L#1850, Ventura, CA 93009, or if previous consent has been given to conduct elections via e-mail, send your signed ballot to kai.luoma@ventura.org. All Ballots **MUST be signed by the district president/chair or presiding officer of the board and received by 5 P.M. Friday, December 14, 2018 to be considered.**

As the District President, Chair or Presiding Officer, I duly certify that the Channel Islands Beach Community Services District does hereby cast its ballot as follows:

1. REGULAR LAFCo SPECIAL DISTRICT MEMBER FOR A FOUR-YEAR TERM BEGINNING JANUARY 1, 2019 (vote for one)		
<input type="checkbox"/>	Russ Baggerly	Ojai Valley Sanitary District
<input type="checkbox"/>	Elaine Freeman	Rancho Simi Recreation and Park District

2. ALTERNATE LAFCo SPECIAL DISTRICT MEMBER FOR A FOUR-YEAR TERM BEGINNING JANUARY 1, 2019 (vote for one)		
<input type="checkbox"/>	John (Jack) Curtis	Ojai Valley Sanitary District
<input type="checkbox"/>	Neal Dixon	Pleasant Valley Recreation and Park District
<input type="checkbox"/>	Andy Waters	Calleguas Municipal Water District

Board President/Chair/Presiding Officer (print name)

Board President/Chair/Presiding Officer (Signature)

Date

RUSS BAGGERLY

119 SOUTH POLI AVENUE

OJAI, CALIFORNIA 93023

(805) 646-0767

(805) 766-7317

(russ.baggerly65@gmail.com)

SOME THINGS I'VE DONE:

Senior Administrative Assistant, Supervisor Maria VanderKolk, District 2, Ventura County, January 1991 to July 1994

Environmental Coalition, intervention, So. Cal. Edison/SDGE Merger, 1990

Citizens Environment Quality Analysis, Owner-Operator

Environmental document consultant, March 1989 to December 1990

Environmental Consultant for Patagonia, Inc., 1988-1989

Administrative Assistant, Los Padres Forest Association/Sunbow Ecology Center, 2000-2003

Baby Boot Company, owner-operated: Design, fabrication, marketing and wholesale distribution of a quality baby shoe line, 1982 to January 1989

Professional Flamenco Guitarist

Air Pollution Control District, Clean Air Advisory Committee, March 2000

Elected Official, Casitas Municipal Water District Division 5 - 2004 to present

Elected Official, Ojai Valley Sanitary District – 1996 to present

Elected Official, Ojai Valley Municipal Advisory Council – 1996

California Sanitation Risk Management Authority – Executive Board 2002

Workers Compensation Subcommittee, Chair – CSRMA/Driver Associates 1999

Santa Monica Mountains Conservancy, appointed alternate for Supervisor Maria VanderKolk, August 1992

Friends of the Santa Clara River, Founding Board Member

Ormond Beach Task Force, Chairman

Citizens to Preserve the Ojai, Administrative Director, 1988-1989

Environmental Coalition, Board Member, 1987-1990, President 1998

Environmental Defense Center, Board Member, Santa Barbara, 1989-1990

Southern California Association of Governments, Commissioner Regional Advisory Commission, 1989-1990

ELAINE L. FREEMAN

Candidate Statement for Regular Special District
Member of the Ventura Local Agency Formation Commission
Term: January 1, 2019 – January 1, 2023

It has been an honor to serve as your Special District Representative for the Local Agency Formation Commission (LAFCo) for the past four years, and I would ask for your support to continue in this position.

I have been a board member with the Rancho Simi Recreation & Park District for the past 15 years. During this tenure I also served as President of the Ventura County Special District's Association and as a board member for the California Special District's Association (CSDA). As part of CSDA, I served on their Legislative Committee, reviewing legislation that might impact Special Districts.

As background information, I received a degree in land use (Urban Studies) from UC Riverside, and am the owner of Urban Strategies, a company that provides consulting services regarding land use and government policy. My employment history includes working for the County of Ventura and as a project manager for a local civil engineer.

I have also served as a board member for the Simi Valley Chamber of Commerce and the Simi Valley Community Council, and participate in various local charities, both in Simi Valley and county-wide.

I thoroughly enjoy the LAFCo experience, and would be honored to continue in this position. I believe I bring a broad understanding of the issues that come before the Commission, always keeping in mind the impact of these issues on Special Districts. I am therefore respectfully requesting your vote to serve as your 2019 – 2023 Special District Regular Member.

Thank you for your support,

Elaine L. Freeman

JOHN R. (JACK) CURTIS

1160 MORENO DRIVE
OJAI, CALIFORNIA 9302
(john.curtis@ojaisan.org)

I returned to the Board in December 2014 after a short break in service. I previously served on the Board from 2002-2010 during which time I served as Chair, Vice Chair, Board Secretary and Assistant Secretary, as well as serving on numerous board committees.

I have an extensive background in the construction industry, including participating in the construction of portions of the Ojai Valley Sanitary District's collection system in 1963-65. I and my family moved to the Ojai Valley in April 1962. I have been active in the community for many years; serving on numerous local boards and organizations. I am one of the founding Directors of the Ventura County Special Districts' Association (VCSDA) and the Association of Water Agencies (AWA) representing County Water Districts. I served nine years as a Director on the California Special Districts Association and currently serve as a Director on the Ventura River County Water Board (VRCWD).

Neal Dixon
Candidate Statement
for
LAFCo Alternate Board Member

My wife and I moved to Ventura County in 1986 where I established a successful medical practice and we raised our 5 children. Through the years, we have grown to love our home and have felt it important to contribute to the betterment of our community. Through my professional activities, various volunteer efforts and as an elected official I have sought to make a difference. I believe that I have an ability to understand and evaluate complex issues in an unbiased way and would be a valuable contributor to LAFCo. It is my hope that I will have the opportunity to serve in this capacity.

Background

- 1.) Bachelors Degree in Chemistry California State University Long Beach
- 2.) Doctor of Medicine USC School of Medicine
- 3.) Surgical Resident LA County-USC Medical Center, Certified by the American Board of Surgery
- 4.) Private Practice, Camarillo 1986-present
- 5.) Current or former Medical Staff Member St John's Pleasant Valley Hospital, St John's Regional Medical Center. CMH, VCMC and Santa Paula Hospital
- 6.) Volunteer Coach AYSO Region 68 and Camarillo Pony Baseball
- 7.) Member Ventura County and California Medical Associations
- 8.) Former Chairman Department of Surgery JSRMC & St John's PVH
- 9.) Former Member St John's Regional Medical Center Community Board
- 10.) Former Board Member Camarillo Hospice
- 11.) Elected Board Member Pleasant Valley Recreation and Park District since 2012

Awards

- 1.) Attending Teacher of the Year Award, Ventura County Medical Center
- 2.) Physician of the Year Award, St John's Pleasant Valley Hospital
- 3.) Apple of Excellence Award, Camarillo Health Care District
- 4.) Catharine Macaulay Life Time Achievement Award St John's Regional Medical Center.



Andy Waters

Director Waters brings knowledge of the community, agriculture, and water resources to LAFCo.

He wants to see agriculture and water resources operated sustainably for generations to come.

He would like to continue to serve the community in his current role as alternate LAFCo Commissioner representing special districts.

Community

Director Waters was born in Thousand Oaks and grew up in Moorpark. He is a fourth generation farmer, with a family tradition of community service. His grandfather was on the committee that formed Calleguas Municipal Water District in the early 1950s to bring imported water into Ventura County. His father served on water agency boards in the Moorpark area and brought Director Waters to Fox Canyon Groundwater Management Agency meetings when he was still a teenager.

Agriculture

After graduating from Moorpark High School, Director Waters attended Cal Poly San Luis Obispo, majoring in agriculture. Knowing that farming was his lifelong passion, he returned to the family farm in Ventura County. He and his wife Heather live in Moorpark with their two daughters and their dog, Goose. He currently works in the family business, growing berries, avocados, and vegetables in the unincorporated areas near Moorpark and Oxnard. He is a member of the Association of California Water Agencies Agriculture Committee, collaborating with agencies throughout California to resolve water related challenges for agriculture.

Water Resources

Director Waters is continuing the family tradition of leadership in water resources. A Calleguas Board member since 2012, he is Board Secretary and Chair of the Groundwater Committee. He serves on the boards of Thermic Mutual Water Company and Berylwood Heights Mutual Water Company. He is a member of the advisory committee for Ventura County Waterworks District No. 1 and Vice Chair of the Las Posas Basin Users Group. He represents water agencies as an alternate member of the Fox Canyon Groundwater Agency Board of Directors.



2100 Olsen Road
Thousand Oaks, CA 91360
(805) 579-7111



Board of Directors:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, November 13, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Memorandum of Understanding (MOU) Between Channel Islands Beach Community Services District and SEIU Local 721
Item No. E-4

RECOMMENDATION:

1. Approve new Memorandum of Understanding (MOU) Between Channel Islands Beach Community Services District and SEIU Local 721
2. Approve proposed changes to District holiday schedule for Calendar Year 2018

FINANCIAL IMPACT: Staffing costs and conferred benefits will be presented into future operating budget cycles. No changes to current FY 2018 – 2019 Operating Budget are proposed.

BACKGROUND:

The District employs five unionized staff, represented by Service Employees International Union (SEIU) Local 721. Every five years, management negotiates a memorandum of understanding (MOU) with SEIU which serves as the authoritative document outlining wages, benefits, workplace conditions. The current MOU runs from 2015 to 2020.

Upon reviewing the current MOU during the District's enrollment in CalPERS in May 2018, staff found several sections of the MOU that were outdated or no longer in practice. Considering the number of outdated sections, staff and District counsel felt it was prudent to draft a new MOU.

The District began negotiations with SEIU Local 721 on September 18, 2018. SEIU then met privately with represented staff to discuss the proposed changes. Subsequently, District management met with SEIU on October 3, 2018 to reach a tentative agreement. The proposed MOU was ratified by a vote of the represented staff on October 11, 2018.

DISCUSSION:

Attached for Board consideration is the proposed MOU between the District and SEIU for a period beginning November 17, 2017 through December 31, 2023. While there are several minor changes, the significant changes will be summarized below.

Article 6 – Insurance Benefits

Currently, the District pays up to \$990 for all healthcare premium costs per employee. This figure has not changed since the drafting of the previous MOU and has no annual inflationary increase. The proposed language pegs the District portion of health benefits equal to 150% of the CalPERS Single Health Plan for the Los Angeles Area. For example, for 2019, the health care plan costs \$654, therefore the District's maximum contribution towards employee healthcare costs would be \$981. The District's contribution would adjust upwards or downwards with the cost of the CalPERS Single Health Plan.

Much like the current MOU, the proposed MOU will still split any healthcare premium costs over \$981, with 60% paid by the District and 40% paid by the employee.

Article 7 – Defined Benefit and Deferred Compensation

The proposed language captures the changes made to employee retirement programs in May 2018 when the District enrolled in CalPERS. As stated in the District's agreement with CalPERS, employees will be responsible for 6.25% of wages to contribute towards their CalPERS formula, and the District will be responsible for 6.533%.

Article 9 – On Call Response

The proposed MOU increases the on-call pay from \$200 to \$250 per week, with a 2% annual inflationary increase. Increases in the on-call pay will take place on January 1 of each year, with the first increase beginning January 1, 2020.

Article 11 – Holidays

The proposed MOU introduces a holiday closure (furlough) period beginning Christmas Eve through New Year's Day. Aside from Christmas and New Year's Day, District staff must use annual leave time if they wish to be paid for business days during the furlough period. It is estimated that the District will eliminate nearly \$10,000 worth of annual leave liability through furlough week. On-call Emergency personnel will still be available 24 hours per day and administrative phone calls will be returned on a daily basis.

Article 12 – Annual Leave

The District currently maintains four separate accrual banks for employee leave time:

1. Vacation Time
2. Sick Time
3. Floating Holiday
4. Compensation time (overtime hours banked in lieu of overtime pay)

If approved, the proposed MOU would combine all four leave banks into a common bank referred to as Annual Leave. There are no proposed changes to the rate of accrual for vacation or sick time. The proposed change would make it easier to administer the leave banks and allow staff more flexibility for requests for time off.

Article 12 – Textbook and Tuition Reimbursement Program

The District currently offers employees a textbook and tuition reimbursement program up to \$1,000 per year. The current reimbursement amount was last adjusted in 2005. The proposed MOU increases the reimbursement to \$2,000, which is more consistent with tuition reimbursement programs offered by other public agencies.

ATTACHMENTS:

1. Memorandum of Understanding Between Channel Islands Beach Community Services District and SEIU Local 721 Sale Agreement for 112 Las Palmas Street

MEMORANDUM OF UNDERSTANDING BETWEEN CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND SEIU LOCAL 721

PREAMBLE

This Memorandum of Understanding (MOU) between the General Manager of the Channel Islands Beach Community Services District, hereinafter referred to as "District" and Service Employees International Union Local 721, hereinafter referred to as "SEIU Local 721", summarizes the agreements reached concerning wages, hours and other terms and conditions of employment for the period November 17, 2018 and ending December 31, 2023. This MOU is effective upon its ratification by both parties. This MOU shall apply only to those employees occupying position classifications represented by SEIU Local 721. The parties agree to recommend the adoption of this MOU to the District's Board of Directors.

This MOU shall be binding on the District and SEIU Local 721 only if the Board of Directors approves and adopts this MOU. The Board of Directors' approval shall consist of the following:

- A. A resolution of the Board of Directors adopting this MOU which receives at least three (3) affirmative votes,
- B. Enactment of amendments to the District's Ordinances, Regulations and/or Policies necessary to fully implement the provisions of this MOU, and
- C. Action by the Board of Directors to appropriate necessary funds fully required to implement those provisions of the MOU which require funding.

Except as provided in this MOU, all wages, hours and working conditions, and other provisions in existence prior to the effective date of the MOU, which is not changed by this MOU, shall remain in full force and effect.

ARTICLE 1

RECOGNITION

In accordance with provisions of the Meyers-Milias-Brown Act of the State of California, Government Code Section 3500-3511, and provisions of CIBCS District Resolution No. 84-04, adopted on June 11, 1984, the District recognized SEIU Local 721 as the employees' representative for the purpose of meeting and conferring on matters of wages, hours and other terms and conditions of employment to the extent required by law for all employees in those certain specified position classifications listed below:

ADMINISTRATIVE DIVISION

- Customer Service Rep / Admin Assist I
- Customer Service Rep / Admin Assist II
- Lead Customer Service Rep / Clerk of the Board

OPERATIONS DIVISION

- Water & Wastewater Operator I
- Water & Wastewater Operator II
- Water & Wastewater Operator II / Equipment Operator
- Lead Water/Wastewater Operator

The provisions of this MOU are not applicable to any part-time or extra-help employees utilized by the District.

ARTICLE 2

TERM

The Term of this agreement shall be for approximately sixty-two months, covering the period November 17, 2018 up to and including December 31, 2023.

ARTICLE 3

SUCCESSOR AGREEMENT

If the employees desire to negotiate a successor MOU, then SEIU Local 721 shall present to the District a written request to commence negotiations for a successor MOU during the period of April 1, 2023 to June 30, 2023. Should SEIU Local 721 fail to submit a written request for the commencement of negotiations by July 1, 2023, then SEIU Local 721 will have waived any claims for retroactive payments. The parties agree that negotiations for a successor MOU shall begin no later than July 15, 2023. Should SEIU Local 721 submit a written request to the District for the commencement of negotiations for a successor MOU during the above referenced period, then both SEIU Local 721 and District Management shall be prepared to exchange their respective initial written proposals during the first negotiating meeting.

The parties agree to conduct any negotiations for a successor MOU in accordance with applicable provisions of the Meyers-Milias-Brown Act of the State of California. Both parties intend to embark in good-faith negotiations, meet as often as necessary, and work diligently to conclude the negotiations at the earliest possible date. The parties intend that negotiations for a successor MOU be concluded by November 15, 2023.

An impasse shall be declared automatically if full and final agreement on the terms and conditions of a successor MOU is not reached by January 1, 2024. The parties agree to prepare and execute a joint memorandum to the Board of Directors requesting an extension of the automatic impasse deadline in the interest of completing negotiations successfully for a successor MOU provided that said negotiations have begun in advance of the January 1, 2024 date and are progressing toward full and final agreement.

ARTICLE 4

POSITION CLASSIFICATION SALARY PLAN

For Customer Service Rep I/II, and Water/Wastewater I/II, and Water/Wastewater II / Equipment Operator Each employee position classifications authorized and approved by the Board of Directors shall consist of five steps (5). There shall be an approximate five percent (5%) increase between each step.

For Lead Customer Service Rep / Clerk of the Board and Lead Water/Wastewater Operator, classifications authorized and approved by the Board of Directors shall consist of three steps (3). There shall be an approximate five percent (5%) increase between each step.

Employees are eligible for promotion from the step that they are currently in to the next step only for continued satisfactory service and above by the employee in the effective performance of their duties, as determined by the General Manager through a review off the employee's Performance Appraisal Report (PAR), which occurs annually, on or about the anniversary date of the employee's hiring. If the PAR is conducted after the employee's anniversary date and the employee is subject to a wage increase, the increase will be applied retroactively to the employee's anniversary date.

Employees are eligible for promotion from Step I A to Step I B after a six (6) month probationary period of continued satisfactory service in Step 1A. An additional step will be granted upon satisfactory completion of the initial 12 months of service.

For future promotions, employees are eligible for a whole step increase after twelve (12) months of continued satisfactory service in their current step.

The parties agree that an employee receiving an overall outstanding Performance Appraisal Report (PAR), the employee's performance is of value to the District and with the recommendation of his/her immediate supervisor the District may grant multiple steps to the employee's base salary then in effect. The General Manager shall have discretion in granting such a compensation adjustment. His/her decision shall be based upon an evaluation the employee's Performance Appraisal Report (PAR), and the value of the employee's performance to the District. The level of the compensation adjustment shall be equivalent to an additional five percent (5%) of the employee's base salary then in effect.

The parties agree that for the duration of this MOU, any employee who has reached the fifth and final step of their salary range, may receive a performance-based compensation adjustment. The General Manager shall have discretion in granting such a compensation adjustment. His/her decision shall be based upon an evaluation the employee's Performance Appraisal Report (PAR), and the value of the employee's performance to the District. SEIU Local 721 represented employees reserve the right to appeal for a salary increase upon receiving an overall outstanding PAR to the General Manager. The General Manager shall determine the level of the compensation adjustment, but in no event shall it exceed 5% of the employee's base salary then in effect.

ARTICLE 5

COST OF LIVING ADJUSTMENTS (COLA)

For the term of this MOU it is agreed that employee base salaries shall be adjusted annually based on the average of the March to March Consumer Price Index (CPI) for Los Angeles-Riverside-Orange County. It is further agreed that for the term of this MOU that without regard for the CPI, in no case shall any single year COLA increase exceed 4 percent and shall not be less than 2 percent. Where in a single year the CPI is less than 1 percent than the parties agree to a “wage reopener” to meet and discuss a less than 2 percent COLA. COLA shall take effect on July 1 of every year.

CERTIFICATION PAY

Existing staff members are exempted from the following provisions regarding certification requirements; requirements will only apply to new hires after November 17, 2018. The District will be responsible for all exam fees and certification renewals.

- An Operator I will be required to hold a Distribution I (“D1”) certification issued by the State Water Resources Control Board within 18 months of the employee’s hire date. The employee’s initial probation period of six (6) months will be extended up to eighteen (18) months from the employee’s hire date if the D1 Exam has not been successfully completed. The employee is still eligible for regularly scheduled COLA and step increases during the probationary period. The District reserves the right to relieve the employee of his/her duties if the D1 exam has not been successfully completed after eighteen (18) months from the initial hire date.
- An Operator II will be required to hold a Distribution II (“D2”) certification issued by the State Water Resources Control Board, for both new hires and promoting employees. Any Operator I wishing to promote to Operator II will first be required to successfully complete his/her D2 Exam prior to promotion. An Operator I that is due for a step increase into the Operator II range, will not be eligible for the step increase pay until he/she has successfully completed his/her D2 Exam; the employee will still be eligible for COLA regardless of exam results.

For those certifications acquired that exceed the State or District mandated requirement for the water or wastewater system a one percent differential shall be paid for each level above the mandated certification. The District shall provide and fund necessary training to assist employees in achieving new certifications mandated by either the State of California or the District. Training time and scheduling of training is subject to the General Manager’s approval.

WAGE COMPENSATION STUDY

At the request of the Union, the District agrees to conduct a compensation study as needed for all represented job classifications. SEIU agrees to assist with the study with research performed by SEIU staff.

ARTICLE 6

EMPLOYEE GROUP INSURANCE BENEFIT PROGRAM

The Employee Group Insurance Benefit Program (EGIBP) shall include the following insurance plans:

- A. Major Medical and Hospitalization Insurance
- B. Group Life and Accidental Death & Dismemberment Insurance
- C. Vision Care Insurance
- D. Dental Insurance.

Enrollment in the aforementioned group insurance plans shall be subject to applicable coverage provisions as set forth by the appropriate insurance companies. The District agrees to pay the premium required to secure insurance coverage under each of the above insurance plans in accordance with the rate schedules established by the appropriate insurance companies. Coverage of eligible dependents shall be subject to applicable provisions and limitations of the appropriate insurance companies and the limitations for individual plan coverage as set forth below.

Employees may enroll eligible dependents subject to applicable provisions set forth by the insurance companies and spending limits set by the District below.

MAJOR MEDICAL AND HOSPITAL INSURANCE PLANS

The parties agree that the District, for the duration of this MOU, shall continue to contribute monies toward major medical and hospitalization insurance plan coverage. District will pay a maximum of one-hundred fifty percent (150%) of the premium costs of the CalPERS Choice Single Health Plan (Los Angeles Area) per month.

For any health premium costs above the of one-hundred fifty percent (150%) of the CalPERS Choice Single Health Plan, the District shall pay sixty percent (60%) of all remaining premium costs and the employee will pay the other forty percent (40%). The 2019 CalPERS Choice Single Plan Premium for the Los Angeles Area is \$654; therefore, the District's base contribution for 2019 will be up to \$981, plus sixty percent (60%) of any premium costs above \$981. For the duration of this MOU, the District's base contribution will be adjusted based on the premium costs for the CalPERS Choice Single Health Plan.

GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PLAN

The parties agreed that the District, for the duration of this MOU, shall continue to contribute monies towards the full premium payment required for "Employee-Only" insurance coverage, in accordance with the published rate schedules of a group life and accidental death and dismemberment insurance plan, known as ACWA Group Life Plan No. 163. Effective July 1, 1996, the District agreed to pay the full premium required for "Employee-Only" coverage for each employee equal to the published monthly rate for the plan chosen by that employee.

VISION CARE INSURANCE PLAN

The parties agreed that the District, for the duration of this MOU, shall continue to contribute monies towards the full premium payment required for both "Employee Only" and "Dependent" insurance coverage, in accordance with the premium schedules in effect for the ACWA Vision Service Plan Group N10. 00-2280010060-0060 (0106873A). Per ACWA's requirements, the District agreesto pay the full premium required for "Employee-Only" and "Dependent" coverage.

DENTAL INSURANCE PLAN

The parties agreed that the District, for the duration of this MOU, shall continue to contribute monies towards the full premium payment required for both "Employee-Only" and "Dependent" insurance coverage in accordance with the premium schedules in effect for the ACWA Delta Dental Plan of California, Group No. 3990143. Per ACWA's requirements, the District agreed in FY 99/00 to pay the full premium required for "Employee-Only" and "Dependent" coverage for each employee equal to the published monthly rate for the plan chosen by that employee.

The parties agree that the District, for the duration of this MOU, shall continue to contribute 100% of the premium towards orthodontia to include employees, children and adult dependents.

ARTICLE 7

457(B) DEFERRED COMPENSATION PLAN

On August 1, 1984, the District began the implementation of a Tax-Sheltered Annuity Program. The Plan is governed under the provisions of Section 457 of the Internal Revenue Service Code of 1954, as amended. The parties agree that the District shall continue to make a contribution equal to 3.467% percent of the employee's gross salary then in effect into the employee's annuity plan account for the duration of this MOU, Monies deposited into each employee's annuity plan account under this formula are designated as "the District's contributions." Monies deposited into the annuity plan account by the employee are designated as "the Employee's contributions."

The parties jointly acknowledge that both the District's annual contributions and the employee's annual contributions into each employee's annuity plan account are subject to applicable IRS rules and regulations governing annual contribution limits.

The parties previously agreed and continue to agree that there are two (2) components to each employee's annuity plan account, as follows:

1. District's Accumulated Contributions: Defined to include all monies contributed by the District into each employee's annuity plan account, plus a pro-rated share of the earned income and/or interest earnings associated with the District's contributions.
2. Employee's Accumulated Contributions: Defined to include all monies contributed by the employee into their annuity plan account, plus a pro- rated Share of the earned income and/or interest earnings associated with the employee's contributions.

Vesting schedules for the District's and Employee's Accumulated Contributions are different. The parties agree that the following vesting schedules shall apply:

1. District's Accumulated Contributions: The District begins to deposit its contributions to the employee's annuity account upon successful completion of the employee's initial six (6) month probationary period hire date. Vesting of the District's contributions begins at the end of the first year of employment. Thirty-three and one-third percent (33%) vests at the end of the first year, sixty-six and two-thirds (66.6%) vests at the end of the second year, and one-hundred percent (100%) or full vesting occurs at the end of the third (3rd) year of service, as measured from the date of initial hire for each employee.

2. Employee's Accumulated Contributions: Full vesting of these contributions is achieved concurrently with the employee's initial contribution to their annuity plan account. This occurs subsequent to the successful completion of the six (6) months probationary period for a new employee.

Full vesting of the District's Accumulated Contributions shall occur in the event that a covered employee becomes eligible for retirement or specified separation from the District due to one of the following circumstances:

1. Retirement at age fifty-five (55) or older.
2. Disability retirement due to illness or injury that is generally recognized as such by public agencies and approved by the Board of Directors.
3. Layoff for lack of work and/or funds, as approved by the Board of Directors.

CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM

On May 5, 2018, the District enrolled in the California Public Employee Retirement System (CalPERS), under the Miscellaneous 2% at age 62 formula. As a new enrollee into CalPERS, the District's contract with CalPERS was executed after the passage of the Public Employees' Pension Reform Act of 2013. The CalPERS contract requires the District to pay 6.533% of the employee's gross wages towards the formula and requires the employee to pay 6.25% of the employee's gross wages towards the formula.

The parties agree that there are two (2) components to each employee's CalPERS formula, as follows:

1. District's formula contribution: Defined to include all monies contributed by the District towards the employee's CalPERS formula, which will be 6.533% of employee's gross wages based on actuarial results performed by CalPERS.
2. Employee's formula contribution: Defined to include 6.25% of gross wages contributed by the employee towards their CalPERS formula.

Per CalPERS rules, the District and its enrolled employees must adhere to the following conditions:

1. Per the CalPERS contract, vesting schedules for the CalPERS contributions are five (5) years. If the employee separates from the CalPERS system prior to completing five (5) years of service enrolled in CalPERS, they may opt to keep their service years banked in CalPERS or withdraw their CalPERS account funds.
2. Employees will begin earning CalPERS benefits upon hire by the District.

ARTICLE 8

WORK DAY HOURS & FLEX TIME SCHEDULES

The District observes a 9/80 work schedule, whereby an employee completes a standard 80 hours of work over the course of nine (9) working days. Therefore, employees will have alternating weeks of 5-day work weeks, followed by 4-day work weeks.

The employees' flex days will be assigned by determination of the General Manager to ensure all operational and administrative staffing needs are being met. Any deviations from the assigned flex day must be approved by the employee's supervisor.

Normal work hours shall be from 7:30 AM to 5:00 PM Monday through Friday. Employees are required to report to the District, fully ready for work at 7:30 AM. Employees shall log work time and activities on the system implemented by District management. Any employee, who is authorized to work overtime by District Management, shall be compensated for any authorized overtime in accordance with applicable provisions of the Federal Fair Labor Standards Act, District Resolution No, 85-18 and Article No. 10, Overtime, of this MOU.

Each employee shall have a one half-hour (1/2) hour lunch period. When work can be interrupted without adversely effecting job duties and operational activities in progress, there may be a rest period which shall be taken at a time and place and in a manner determined by the employee's supervisor. Such rest period shall be with pay and shall not exceed ten (10) minutes for each full four (4) hours work. Such rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as cumulative if not taken.

The parties recognize that the General Manager has been given the authority by the Board of Directors to approve alternate work schedules (i.e. "Flex-time") on a case by-case basis. The General Manager's evaluation of and decision to approve any requests for Flex-time alternative work schedules shall be based on the District's operational requirements and customer service needs. Flex-time Alternative schedule changes for any position classification shall not result in a reduction of level of service to the public without the prior approval of the Board of Directors. If Flex-time alternative work schedules are proposed by a SEIU Local 721 District employee, the Parties agree to meet to ensure that the implementation of the proposed Flex-time alternative schedule is in accordance with the Fair Labor Standards Act.

ARTICLE 9

ON-CALL RESPONSE

The parties agree that the purpose of Call-Back/Stand-By duty is to provide the District with a certified Water/Wastewater Operator qualified to respond to utility service emergencies and call-outs outside of the employee's regular work hours. The Water/Wastewater Operator who is assigned to Callback/Stand-By duty is expected to be available via District-issued mobile device and shall be at no time more than one-half hour (30 minutes) away from the District office. Any on-call personnel who knowingly will be out of cellular service access for an extended period of time must the Operations Manager in advance.

Any Water/Wastewater Operator Community Services Worker who is on-call and does not respond to an alarm may be subject to disciplinary action up to and including dismissal, pursuant to applicable provisions of Policy No. 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District's Personnel Manual, as amended.

STANDBY COMPENSATION

District agrees to pay \$250.00 per week for Stand-By Pay to those Water/Wastewater Operators certified by the State of California as Distribution System and/or Collection System Operators scheduled to and

actually performing Call-Back/Stand-By Duty pursuant to the District's Personnel Policy. The District agrees to increase the weekly standby rate of \$250.00 per week, annually by 2% for the duration of this MOU. The 2% increase will take place on January 1 of each year, beginning January 1, 2020.

Call-outs reduce the total number of hours paid at the standby rate, but will be paid out at the on-call pay rate. Any additional represented staff members that are called out for emergency purposes, will be paid at the Standard Overtime rate.

TELEMETRY RESPONSE PAY

The District agrees to pay employees responding to alarms a minimum of one half hour (1/2) at the call-out rate for each call requiring the employee to login in and evaluate SCADA system alarms. It is agreed that the employee shall receive compensation for time actually required while logged in should the time exceed the minimum one-half hour. Any time logged for remote response beyond 30 minutes, should be recorded in 30 minute increments thereafter. It is also agreed that after an initial online evaluation of the alarm, should the employee be required to physically respond, the employee will then receive only the two-hour minimum in accordance with the terms set forth in the sub section titled Call- Back Pay. Only the on-call personnel is eligible to receive telemetry response pay, even if other personnel are notified of alarms. Other staff, not currently assigned to be on-call, may disable alarms and notifications at their discretion.

The Parties agree to revisit the one-half hour (1/2) telemetry response pay no later than October 15, 2019, to determine if the one-half hour (1/2) minimum is the appropriate minimum length of pay.

ARTICLE 10

OVERTIME

Pursuant to applicable provisions of the Fair Labor Standards Act and District Resolution No. 854 8, overtime is defined as time duly authorized and worked in excess of the regularly scheduled workday(s), such as:

1. Paid time in excess of employee's scheduled work day.
 - o Eight (8) hours per day for a 5/40 work schedule
 - o Nine (9) hours per day for a 9/80 work schedule
 - o Ten (10) hours per day for a 4/10 work schedule
2. Work performed on a District assigned holiday.
3. Other paid time off (holidays and annual leave) shall count towards the accumulation of work hours in the computation of overtime hours worked.

An employee shall receive compensation at the rate of ONE AND ONE-HALF (1 & 1/2) times the employee's regular rate of pay in effect at the time of the authorized overtime hours worked. Overtime compensation shall be added to employee's standard paycheck, unless the employee has requested, and the District approved, the use of compensatory time-off as compensation for the authorized overtime hours worked. Compensation time will be added to employee's Annual Leave Bank at one and one-half times the number of overtime hours worked.

Overtime Compensation — Method of Calculation Pursuant to applicable provisions of the Fair Labor Standards Act, the employee's "regular rate of pay" in effect at the time shall include Certification Pay and

Call-Back/Stand-By pay, if applicable, for purposes of computing the amount of compensation due for authorized overtime hours worked during a forty-hour weekly period. For example, an employee who has a base hourly rate of pay equal to \$30.00 per hour is eligible to receive Call-Back/Stand-By Pay and Certification Pay. That employee's "regular rate of pay", for purposes of the computation of compensation for authorized hours of overtime worked during the weekly period is defined as follows:

Payroll Description	Explanation	Compensation
Standard Working Pay	\$30 per hour at 40 hours	\$1,200
On-Call Pay	\$200 per week	\$200
Total Weekly Pay	Standard wages and on-call wages	\$1,400
Average Hourly Pay	\$1,400 weekly divided by 40 hours	\$35.00
Standby Call-Out Pay	\$35 at 1.5x	\$52.50

Employees who respond to after hours and weekend Call-Backs are required to record the starting and ending time for these activities accurately, and in a timely manner. Time recorded shall be done on time recording system specified by District management. The parties agree that employees must record and log their time properly during their after-hours and weekend work periods pursuant to applicable provisions of the Fair Labor Standards Act and District Resolution No. 85-18. The parties agree to work together to ensure employee conformance with this mandatory recording requirement. The parties agree that should the employee fail properly report and log their time, the employee may be subject to disciplinary action in accordance with applicable provisions of Policy No. 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District's Personnel Manual.

AFTER-HOURS CALL-BACKS

The parties agree that employees who have logged time properly, including during weekend/holiday periods, are responding after work hours and are entitled to receive a minimum of two (2) hours of overtime compensation. The employee is required to log the time when they responded to the call-out and the time it was completed in the District's work log system.

NON-EMERGENCY COMMUNITY SERVICE PROJECTS

The parties agree that from time to time that District Management may request the Water/Wastewater Operator who is on Call-Back/Stand-By duty, or other Water/Wastewater Operator, to perform non-emergency, community service project work after hours and/or on weekends, District Management agrees to consult with the affected Water/Wastewater Operator in advance of the scheduled date for such community service projects regarding their availability and willingness to perform such non-emergency, community service project work after hours and/or on weekends. Any such work shall be compensated at the rate of one and one half (1 & 1/2) times the employee's regular rate of pay. The employee is required to log their time for hours spent on the community service project.

ARTICLE 11

HOLIDAYS

The parties acknowledge and agree to the following schedule of twelve (12) holidays per year, ten (10) Assigned Holidays, and two (2) Floating Holidays, as established by the Board of Directors, pursuant to applicable provisions of Government Code Section 6700, and the District's Personnel Manual.

ASSIGNED HOLIDAYS

Paid assigned holidays are:

- New Year's Day (January 1)
- President's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Veteran's Day
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Day (December 25)

and every day appointed by the Governor of the State of California for a public thanksgiving or public holiday shall be paid assigned holidays.

FLOATING HOLIDAYS

District offices and facilities shall remain open on:

- Cesar Chavez' Birthday (March 31)
- Columbus Day

Employees who work on a Floating Holiday, in accordance with applicable provisions of the Personnel Manual, shall be permitted to take an alternate day off, in lieu of their working on the Floating Holiday, or have their time worked added to their Annual Leave accrual bank. Time off on Floating Holidays is contingent upon supervisor approval in order to meet staffing needs for administrative and operations functions.

To be entitled to District compensation for paid Holidays, an employee must be eligible to receive District compensation for both the scheduled working days before and after such holiday. An employee on Leave Without Pay for either or both the working days before and after such holiday shall not be eligible to receive holiday pay.

HOLIDAY CLOSURE

District offices and facilities are closed, and employees must use Annual Leave if they wish to be paid for the day. The holiday closure period will be from December 24 through January 1. Normal District operations will resume on January 2. Staff will be required to use Annual Leave for pay for the following days:

- Christmas Eve (December 24)
- All business days between December 26 and December 31.

Christmas Day (December 25) and New Year’s Day (January 1) are paid assigned holidays as shown in the sub-article above. All Annual Leave hours used during the holiday closure will count towards 80-hour Annual Leave requirement for cash out provisions.

During the Holiday Closure a member of the Operations Staff will serve as the on-call personnel to handle any water/wastewater emergencies that occur during the closure. Operations Staff will be paid at the call-out rate as specified in Article 9.

ARTICLE 12

ANNUAL LEAVE

The parties agree to abide by the following schedule of Annual Leave accruals for the employees covered by the MOU. The District will track vacation accruals and sick accruals in a common Annual Leave Bank, per the accrual schedule shown below. Furthermore, all compensation time and floating holiday balances will also be tracked in the common Annual Leave Bank.

Tenure	Vacation / Pay Period	Sick / Pay Period	Annual Leave / Pay Period
ONE (1) - FOUR (4) YEARS	3.08 hours	3.69 hours	6.77 hours
FIVE (5) - NINE (9) YEARS	4.61 hours	3.69 hours	8.30 hours
TEN (10) OR MORE YEARS	6.15 hours	3.69 hours	9.84 hours

EXCESS ANNUAL ACCRUAL - CASH REDEMPTIONS

Once during a twelve-month period, an employee may request the redemption, in cash, of excess annual leave accrual balances. The employee requesting said annual leave redemption shall comply with both of the following procedures in order to be eligible for said redemption cash payments.

1. Employee must have used at least eighty (80) hours of annual leave time accruals during the twelve (12) months immediately preceding the request for annual leave redemption.
2. Employee must have at least eighty (80) hours of annual leave accruals remaining subsequent to the implementation of any annual leave redemption.

Provided that both of the above provisions have been met, the District shall pay the employee making the request for annual leave redemption an amount of cash equal to the number of annual leave accrual hours requested for redemption, times the hourly base salary rate for that employee in effect at the time that they make their request.

ANNUAL LEAVE MAXIMUMS

Annual leave shall be accrued to a limit of five-hundred (500) hours. All hours over that will be paid out to employee after pay period in which it was earned.

CASH PAY-OUT AT SEPARATION

Upon termination, separation, or retirement, each employee shall be paid, in cash, for all their accumulated annual leave hours at the hourly rate then in effect. Such cash conversion shall be accomplished within two weeks of the effective date of change in the employee's employment status.

PROOF OF SICKNESS OR INJURY - MEDICAL CLEARANCE

Employees absent due to sickness, injury or quarantine or for non-emergency medical or dental care, for more than three work days may be required to provide the District with a medical note from their doctor that they were seen by and/or treated during that period.

ARTICLE 13

BEREAVEMENT LEAVE

Each employee shall be entitled to three (3) days of bereavement leave, per incident, not charged against annual leave accruals, to be used in the event of the death of a member of the employee's immediate family. In the event of the death of a member of the employee's spouse's immediate family who is not a member of the employee's immediate family (an in-law relationship to the employee), up to three (3) days of bereavement leave, per incident, may be charged against the employee's annual leave accrual/balances at the employee's option, except in the case of a mother-in-law or father-in-law up to three days (3) will not be charged against annual leave accruals. If the employee must travel over five hundred (500) miles to attend services of the immediate family, they shall be granted two (2) additional day of bereavement leave.

"Day" shall be the length of the employee's regularly assigned work day. If the length of the work day has been established for the personal convenience of the employee, then "day" shall be considered to be eight or nine (8 or 9) hours. "Immediate Family" means an employee's spouse; child by birth, marriage, adoption, foster or guardian relationship; and parent, grandparent, or grandchild by birth, foster or guardian relationship. Immediate family shall not include any of the foregoing relationships commonly known as in-laws, except mother-in-law and father-in-law.

ARTICLE 14

JURY DUTY

No deduction shall be made from the salary of any employee summoned to court as a witness in a trial or for the purpose of performing mandatory jury duty. During the time that an employee is actually reporting to the court for jury duty, the District will convert the employee's work schedule to a regular five-day, Monday through Friday, day shift basis.

When an employee assigned to jury duty is required to work after a daily jury duty assignment where such jury duty assignment is equal to or in excess of the employees' daily work schedule, the time actually in excess of the employee's normal work schedule that is worked by the employee shall be accrued as compensatory time or paid in cash as overtime.

ARTICLE 15

INDUSTRIAL ACCIDENT LEAVE POLICY

The parties agree that the language contained in the Industrial Accident Leave Policy agreed to by the District and SEIU Local 721 on July 24, 1986 continues in effect during the duration of this MOU. The District's Industrial Accident Leave Policy is found in Policy No. 17, of the District's Personnel Manual. The parties agree to continue to abide by the provisions contained in Policy No. 17 for the duration of this MOU.

ARTICLE 16

WORKPLACE SAFETY AND EQUIPMENT - GENERAL POLICY AND PROCEDURES

All District employees will be required to read and understand the contents of the District's Safety Policies, including the District's Safety and Hazardous Materials Safety Program Manual. Each employee shall be required to sign a written acknowledgment that they have read and understand these manuals and will consult them as needed. Employees shall promptly report all job-related injuries to the Safety Officer no matter how minor they may seem at the time of occurrence.

The District will provide the training and direction needed by each employee so that they understand the District's Safety Policies and Procedures. The District will maintain appropriate records necessary to document training and employee performance in this area.

If the District's Safety Officer determines that there is either a misunderstanding of or a violation of the District's Safety Policies and Procedures, a meeting will take place between the District's Safety Officer and the affected employee. The Safety Officer will discuss the misunderstanding and/or violation with the employee and identify remedial actions necessary to assist the employee in better fulfilling their responsibility for workplace safety.

In the event that the affected employee continues to violate the District's Safety Policies and Procedures, then the District Safety Officer will schedule a corrective interview with the employee and if appropriate, issue a written violation form documenting the violation. Continued violations of the District's Safety Policies and Procedures may result in the use of progressive discipline measures including but not limited to probation, suspension, and in severe cases, termination.

Before an affected employee is put on probation, suspended or is dismissed for violations of the District's Safety Policies and Procedures, District Management will schedule a formal hearing regarding these violations. A SEIU Local 721 representative may be present at the hearing if requested. The hearing will determine if there is probable cause for the proposed disciplinary action, and the employee will be given an opportunity to state their position regarding the incidents which are the subject of the hearing. Depending on the results of the hearing, the employee will be given a written statement identifying the reasons for the disciplinary action to be taken, and adequate notification of any change in the employee's employment status with the District.

A grievance may be filed by an employee who feels that they have been affected adversely by an alleged violation, misinterpretation, or misapplication of the District's Safety Policies and Procedures. In the event

that the employee elects to file a grievance, then it shall be filed in accordance with the provisions of policy No. 26 found in the District's Personnel Manual, and in accordance with applicable provisions of this MOU.

EMPLOYEE RESPONSIBILITIES - SAFETY EQUIPMENT

Each employee has the responsibility to use and make sure that the personal and safety equipment provided by the District is in good repair and functioning properly. Any employee who fails to use such equipment in a proper manner may be disciplined in accordance with the provisions of the District's Personnel Manual.

SAFETY BOOTS

The District shall provide each employee required by the District to wear Cal-OSHA approved steel-toed boots with a safety boot purchase and/or resoling allowance up to a maximum of three-hundred dollars (\$300) annually, with additional expenses allowable by approval of General Manager. The parties agree that District Management shall determine the frequency of safety boot purchases and/or resoling work. SEIU Local 721 also agrees to work with the District to ensure employee compliance with the District's requirement that these safety boots be worn when required and kept in a usable condition by the affected employees.

SAFETY GLASSES

The District shall pay the cost of Cal-OSHA approved safety glasses for each employee required by the District to, wear safety glasses.

SEIU Local 721 agrees that the District has the right to set up reasonable procedures and rules needed to cover implementation details for this program. SEIU Local 721 also agrees to work with the District to ensure employee compliance with the District's requirement that the safety glasses be worn when required to ensure employee safety.

ARTICLE 17

UNIFORMS

Qualified employees will be supplied with appropriate uniform shirts and pants by the District.

Employees required to wear these uniforms will, do so. Employees are expected to utilize clean uniforms, provided daily by the District, in order to identify themselves as District employees and to project a professional work image. Any employee, who fails to wear a uniform when required by the District, may be disciplined in accordance with applicable provisions of Policy No 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District's Personnel Manual.

ARTICLE 18

EMPLOYEE EMPOWERMENT PROGRAM

The parties agree to meet and discuss suggestions by which the District's employees are empowered to maximize their creativity and contributions to the District. The General Manager shall maintain a regular forum, by means of a monthly or quarterly staff meeting, whereby staff are given the opportunity to share ideas and voice workplace concerns.

ARTICLE 19

TEXTBOOK AND TUITION PROGRAM

In an effort to encourage employee development and improved standards of excellence in job performance, the District will, establish a textbook and tuition reimbursement policy. Employees entitled to participate in this program shall submit a request for such participation to their appropriate supervisor in advance of committing themselves to the coursework. SEIU Local 721 recognizes the District's right to set up reasonable procedures and rules needed to cover implementation details. To be eligible for reimbursement, coursework selected must be broadly related to subjects and interests that may advance the employee's skillset with respect to District activities.

Each employee represented by SEIU Local 721 who participates in the textbook and tuition program will be eligible to receive reimbursement of all eligible expenses up to a maximum of two-thousand dollars (\$2,000) per year. Employees enrolled in the tuition reimbursement program shall be required to maintain at least a 2.0 Grade Point Average or higher for the semester/year that the reimbursed funds are being applied to, in order to be eligible for tuition reimbursement from the District.

If payment for tuition and textbooks presents a financial hardship for a District employee who wishes to enroll in an eligible college or university program, the District may loan the employee up to \$2,000 towards tuition and textbook cost. The balance of the loan will be eliminated once the employee has shown proof of successful completion of the courses while meeting the District's minimum GPA requirements. Employee shall be subject to additional requirements contained in separate loan agreement with the District. The employee will have one of three loan options with the District:

- Receive the full \$2,000 at the beginning of the semester.
- Receive \$1,000 at the beginning of the semester and an additional \$1,000 upon proof of successful completion.
- Receive the full \$2,000 upon proof of successful completion.

If extenuating circumstances prevent an employee from completing a course, the General Manager, at his/her discretion, may establish an alternative payment plan between the employee and the District to accommodate the employee's hardship. The Tuition Reimbursement Program changes shall be applied retroactively, to July 1, 2018.

ARTICLE 20

PERSONNEL MANUAL UPDATE

In 2014, the District recently completed and adopted a new Personnel Manual. The District will periodically modify and or update the personnel manual. In those cases where the personnel manual is to be updated, the General Manager will consult with the employees early in this revision process and that SEIU Local 721 will work with the employees to provide the General Manager with written comments regarding the employees' reaction to the proposed revisions. It is intended that the parties will complete their consultations on revisions to the District's existing Personnel Manual prior to the General Manager's submission of the final version of the revised Personnel Manual, to the Board of Directors for their review and final approval.

ARTICLE 21

PERSONNEL FILE

No material relating to performance appraisal, salary action, or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge having read such material affixing his/her signature on the material to be placed in the file with the understanding that, although such signature indicated acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the personnel file with an appropriate notation by the person filing it.

An employee shall have the right to inspect the contents of their individual personnel file or may designate in writing a SEIU Local 721 representative to inspect said file.

ARTICLE 22

DISTRICT'S RIGHTS AND RESPONSIBILITIES

Nothing contained in this Memorandum shall be deemed to supersede the provisions of existing State law. It remains the exclusive right of the District to direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other reasons; classify and reclassify positions, and determine the methods, means and personnel by which the District's operations are to be conducted, Provided, however, that the exercise and retention of such rights does not preclude the employees or SEIU Local 721 from consulting about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. It is understood and mutually agreed that employees are the District's primary resource and that effective personnel and contract administration are essential to good morale and high levels of performance and public service. The District agrees to continue to work toward effective personnel and contract administration in the spirit of good faith, while optimizing communication and cooperation.

ARTICLE 23

EMPLOYEES' RESPONSIBILITIES

Employees covered by this MOU and represented by SEIU Local 721 shall continue to be responsible people and strive to listen carefully to training and directions from supervisors; strive to maintain good safety records, job efficiency and effectiveness; make suggestions to appropriate supervisors regarding possible practices which may result in more efficient, effective, and/or safe operations; use all safety equipment provided; maintain to the extent required by their job all such safety equipment and Promptly report the need for repairs to equipment not functioning properly.

SEIU Local 721, in general, agrees to encourage employees to fulfill their responsibilities to the District in the effective performance of their duties. SEIU Local 721 will also encourage employees with a job-related complaint or problem to proceed through the chain of command, which is agreed to be the employee's immediate supervisor and then the General Manager. The District recognizes that there may be times when SEIU Local 721 wishes to contact the General Manager directly, in light of the problem and the small

size of the District. The District will endeavor to work with SEIU Local 721 in this regard, but it reserves the right to require the chain of command to be observed by SEIU Local 721 and District employees

ARTICLE 24

ACCESS TO WORK LOCATIONS

A designated SEIU staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given. These visits shall be to observe working conditions or to investigate grievances.

SEIU Local 721 Stewards and Alternates' shall have access to work facilities and work areas for the purpose of conducting Union business during working hours, including the exercise of All rights as defined in this MOU and the law. Management shall ensure available space at the worksites for Stewards to protect confidentiality of Union members. Union staff shall have equal access to work facilities and work areas for the purpose of conducting Union business.

ARTICLE 25

STEWARDS' RIGHTS - PROTECTION AGAINST DISCRIMINATION AND RETALIATION

Management recognizes SEIU Local 721. Stewards and Alternates as official representatives of the Union, and such Representatives are entitled to all rights and protections as defined by law and this MOU. The employer shall provide equal rights to stewards with disabilities. Grievances filed under this section shall be expedited to the Third level upon being filed. SEIU Local 721 shall provide a written list of employee's stewards to the appropriate employer authority.

ARTICLE 26

LOST TIME

SEIU Local 721 Officers, Stewards and Alternates shall be allowed necessary time off without loss of pay and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with management, Labor- Management meetings, New employee Orientations, negotiations, steward trainings, paid time off for lost time status, and to observe working conditions as they relate to District represented employees or issues

ARTICLE 27

SAVINGS CLAUSE

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of the MOU will continue in full force and effect, and the parties to the agreement will meet and confer as soon as practicable in an attempt to agree upon a substitute provision or provisions.

ARTICLE 28

REPEALS

All other Memoranda of Agreement, and Resolutions pertaining thereto; or other resolutions relating to personnel policies and practices which are inconsistent with the terms of this Memorandum, shall be repealed or revised to conform to the terms of this MOU.

ARTICLE 29

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, prior to written agreements, and over State laws, to the extent permitted by State law.

ARTICLE 30

NEW EMPLOYEE ORIENTATION

The District shall provide the Union written notice of both Employer-wide and department-level new employee orientations [no matter how few participants, and whether in person or online] at least ten (10) business days prior to the event. Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion.

The District shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, a copy of the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

ARTICLE 31

MAINTENANCE OF MEMBERSHIP

Any employees in this unit who have authorized Union dues deductions shall continue to have such dues deduction made by the District during the term of this MOU. However, any employee in the unit may terminate such Union dues during the period not less than thirty (30) days and not more than (45) days before the expiration of the MOU, by notifying the Union in writing of his/her termination of Union dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following: employee name, employee number, job classification, department name

and name of Union from which dues deductions are to be cancelled. The Union will provide the District's Human Resources Department with the appropriate documentation to process these dues cancellations with ten (10) business days after the close of the withdrawal period. SEIU Local 721 agrees to fully indemnify the District and its officers, employees and agents against any and all claims, proceedings and liability arising directly or indirectly, out of any actions taken or not taken by or on behalf of the District under this Section, and to reimburse the District of its cost in defending against any such claims, proceedings or liability.

Danny Carrillo, *Regional Director*
SEIU Local 721

Akbar Alikhan, *General Manager*
Channel Islands Beach CSD

Casey Johnson, *SEIU 721 Steward*
Channel Islands Beach CSD

Ellen Spiegel, *Board President*
Channel Islands Beach CSD

APPROVED AS TO FORM:

John Mathews *District Counsel*
Channel Islands Beach CSD



Board of Directors:

SUSIE KOESTERER, President
ELLEN SPIEGEL, Vice President
KRISTINA BREWER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, November 13, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: 2019 Holiday Schedule and Board Meeting Dates
Item No. E-5

RECOMMENDATION:

Approve 2019 Holiday Schedule and Board Meeting Dates

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 2019.

Holiday	Date	Day	Office Status	Closure Type
New Year's Day	1/1	Monday	Closed	Paid holiday
MLK Day	1/21	Monday	Closed	Paid holiday
Presidents day	2/18	Monday	Closed	Paid holiday
Cesar Chavez Day	3/31	Monday	Open	Floating Holiday
Memorial Day	5/2	Monday	Closed	Paid holiday
Independence Day	7/4	Thursday	Closed	Paid holiday
Labor Day	9/2	Monday	Closed	Paid holiday
Columbus Day	10/14	Monday	Open	Floating Holiday
Veterans Day	11/11	Monday	Closed	Paid holiday
Thanksgiving	11/28	Thursday	Closed	Paid holiday
Day after Thanksg.	11/29	Friday	Closed	Paid holiday
Christmas Eve	12/24	Tuesday	Closed	Unpaid holiday
Christmas	12/25	Wednesday	Closed	Paid holiday
Holiday Closure (furlough) from Dec. 26 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 2019 Board Meeting dates are below.

Month	1st Meeting	2nd Meeting
January	1/8/2019	
February	2/12/2019	
March	3/12/2019	
April	4/9/2019	4/23/2019
May	5/14/2019	
June	6/11/2019	
July	7/9/2019	
August	8/13/2019	
September	9/10/2019	
October	10/8/2019	
November	11/12/2019	
December	12/10/2019	

Upon Board approval at this meeting, staff will include the schedules in the December 2018 Utility Billing.

ATTACHMENTS:

1. Holiday and Board Meeting Schedule



2019 Holiday Schedule

Effective January 1, 2019

805.985.6021

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Holiday	Date of Closure	Day	Office Status	Trash Service
New Years 2019	12/24/18-1/1/2019	1 week	Closed	Thurs. Service Delayed 1 Day
MLK Day	1/21/2019	Monday	Closed	Regular Service
Presidents day	2/18/2019	Monday	Closed	Regular Service
Cesar Chavez Day	3/31/2019	Monday	Open	Regular Service
Memorial Day	5/27/2019	Monday	Closed	Delayed One Day
Independence Day	7/4/2019	Thursday	Closed	Thur. Service Delayed 1 Day
Labor Day	9/2/2019	Monday	Closed	Delayed One Day
Columbus Day	10/14/2019	Monday	Open	Regular Service
Veterans Day	11/11/2019	Monday	Closed	Regular Service
Thanksgiving	11/28/2019	Thursday	Closed	Thursday Only
Thanksgiving (Day after)	11/29/2019	Friday	Closed	Regular Service
Christmas Eve THRU	12/24/2019	Tuesday	Closed	Thur. Service Delayed 1 Day
New Years Day 2020	1/1/2020	Wednesday	Closed	Thur. Service Delayed 1 Day

2019 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	1/8/2019	
February	2/12/2019	
March	3/12/2019	
April	4/9/2019	4/23/2019
May	5/14/2019	
June	6/11/2019	
July	7/9/2019	
August	8/13/2019	
September	9/10/2019	
October	10/8/2019	
November	11/12/2019	
December	12/10/2019	

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:

ELLEN SPIEGEL, President
KRISTINA BREWER, Vice President
SUSIE KOESTERER, Director
MARCIA MARCUS, Director
BOB NAST, Director

AKBAR ALIKHAN
General Manager

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Regular Board Meeting, November 13, 2018

To: Board of Directors
From: Akbar Alikhan, General Manager
Subject: Board Appointments to Ventura Regional Sanitation District
Item No. E-6

RECOMMENDATION:

1. Appoint Director Nast as the Special Districts Representative on the VRSD Board
2. Appoint Director Marcus as the Alternate Special Districts Representative on the VRSD Board

FINANCIAL IMPACT:

1. No financial impact.

BACKGROUND/DISCUSSION:

The Ventura Regional Sanitation District (VRSD) is a waste management agency that operates the Toland Road Landfill and performs various wastewater and solid waste functions on behalf of other agencies throughout the County. In total, its services reach over 600,000 Ventura County residents.

VRSD is governed by a 9-member Board comprised City Council members from eight cities and one Director from Special Districts. The Special Districts representative is appointed pursuant to the attached “Special District Committee Procedures for Appointment to the VRSD”, which stipulates that the Special Districts seat rotates among the six special districts served by VRSD; Those Districts include:

- Montalvo Municipal Improvement District
- Triunfo Sanitary District
- Ojai Valley Sanitary District
- Channel Islands Beach CSD
- Camrosa Water District
- Saticoy Sanitary District

For calendar year 2019, it is the District’s turn to appoint one of its Boardmembers and an alternate to serve as the Special Districts Representative on the VRSD Board. The reorganization of the VRSD Board will take place on Monday, December 3 at Camrosa Water District. Since the

VRSD reorganization will occur prior to the District seating its new Boardmembers in January 2019, one of the three existing Boardmembers must be appointed. Director Nast has indicated his willingness to serve as the Special Districts Representative on the VRSD Board. Additionally, Director Marcus has indicated her willingness to serve as the alternate. Staff recommends the appointment of Directors Nast and Marcus to the respective VRSD roles.



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Regular Board Meeting, November 13, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: Update on Fox Canyon GMA Groundwater Allocation Ordinance
Item No. E-7

Verbal updated to be provided by staff



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Regular Board Meeting, November 13, 2018

To: Board of Directors
From: Akbar Alikhan, *General Manager*
Subject: PHWA Agenda Review
Item No. F-1

INFORMATION:

The following items are slated for consideration at the next PHWA Board Meeting. The following is not an official agenda or notice, and is subject to change.

Date: Monday, November 19, 2018

Time: 4:00 PM

Location: City Council Chambers - 250 North Ventura Road, Port Hueneme, CA 93041

Items for Consideration:

1. BWRDF Operational Report
2. Update on Groundwater Sustainability Plan Development