

Board Agenda

Regular Meeting

Thursday, July 13, 2023
Camrosa Board Room
5:00pm

TO BE HELD IN PERSON

The Board of Directors meeting will be held in person.

There will be no virtual access.

The public and guests are welcome to attend at the District office:

7385 Santa Rosa Road
Camarillo, CA 93012

Call to Order

Public Comments

At this time, the public may address the Board on any item not appearing on the agenda which is subject to the jurisdiction of the Board. Persons wishing to address the Board should fill out a white comment card and submit it to the Board Chairman prior to the meeting. All comments are subject to a 5-minute time limit.

Matters appearing on the Consent Agenda are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of Board or the Staff requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of the Primary Items. Approval by the Board of Consent Items means that the recommendation of the Staff is approved along with the terms and conditions described in the Board Memorandum.

Consent Agenda

1. **Approve Minutes of the Regular Meeting of June 22, 2023**

2. ****Approve Vendor Payments**

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$792,192.34.

3. ****UniFirst Agreement**

Objective: Provide O&M uniforms for District field employees.

Action Required: Authorize the General Manager to renew the agreement with UniFirst for the supply of uniforms for a term of three years.

Primary Agenda

4. ****Verkada Security Cameras**

Objective: Enhance the District's Physical Security Posture with the Installation of Smart Security Cameras.

Action Required: Authorize the General Manager to:

- 1) Enter into an agreement and issue a purchase order, with Pacific Low Voltage (PLV) for the installation and configuration of Verkada smart security cameras at the District's Main Office, Conejo Wellfield, Lynnwood Wellsite, Reservoir 1B and Communications Building, Conejo Creek Diversion Site, CWRP and RMWTP in the amount not to exceed \$141,145.00.
- 2) Increase the CIP budget from its current limit of \$140,000.00 to \$155,000.00 to cover the cost of the PLV proposal and possible contingencies during installation.

5. ****Renewal of Geographical Information Systems (GIS) Contracted Services and Amendment of Service Connections GPS Inventory Agreement**

Objective: Renew GIS Contracted Services and amend the existing Service Connections GPS Inventory agreement with ZWorld.

Action Required: Authorize the General Manager to:

- 1) Renew an annual agreement and issue a purchase order with ZWORLD GIS, in an amount not to exceed \$54,000.00, for GIS Services and Tasks.
- 2) Amend the agreement and issue a purchase order with ZWORLD GIS for Service Connections GPS Inventory not to exceed \$25,200.00.

6. ****Public Works Contract Inspection Services**

Objective: Outsource construction inspection services.

Action Required: It is recommended that the Board of Directors authorize the General Manager to enter into an agreement and issue a purchase order with Cannon Corporation, in an amount not to exceed \$249,988.00, for on-call inspection services.

7. **Water Loss Program Update**

Objective: Brief the board on the development of the water loss program.

Action Required: No action necessary, for information only.

8. ****Camrosa Water District 457 Deferred Compensation Plan Administration**

Objective: Transition of the administration of the District's 457 Deferred Compensation Plan from Empower to Lincoln National Life Insurance Company.

Action Required: Authorize the General Manager to enter into an agreement with Lincoln National Life Insurance Company for the administration of the District's 457 Deferred Compensation Plan.

9. **Rate Study**

Objective: Receive briefing of the rate study timeline.

Action Required: No action necessary, for information only.

Comments by General Manager; Comments by Directors; Adjournment

Closed Sessions: The Board of Directors may hold a closed session to discuss personnel matters or litigation, pursuant to the attorney/client privilege, as authorized by Government Codes. Any of the items that involve pending litigation or personnel matters may require discussion in closed session on the recommendation of the Board's Legal Counsel.

** indicates agenda items for which a staff report has been prepared or backup information has been provided to the Board. The full agenda packet is available for review on our website at: www.camrosa.com/board-agendas/

July 13, 2023

**Board of
Directors
Agenda Packet**

Board Minutes

Regular Meeting

Camrosa Board Room
Thursday, June 22, 2023
5:00 P.M.

Call to Order The meeting was convened at 5:00 P.M.

Present: Eugene F. West, President
Andrew F. Nelson, Vice-President
Jeffrey C. Brown, Director
Timothy H. Hoag, Director
Terry L. Foreman, Director

Staff: Tony Stafford, General Manager
Tamara Sexton, Finance Manager
Jozi Zabarsky, Customer Service Manager
Greg Jones, Legal Counsel

Public Comments

None

Consent Agenda

1. Approve Minutes of the Regular Meeting of June 8, 2023

The Board approved the Minutes of the Regular Meeting of June 8, 2023.

Motion: Foreman **Second:** Hoag

Motion carried unanimously.

2. Approve Vendor Payments

A summary of accounts payable in the amount of \$2,128,200.37 was provided for Board information and approval. The Board approved the payments to vendors as presented by staff in the amount of \$2,128,200.37.

Motion: Foreman **Second:** Hoag

Motion carried unanimously.

Primary Agenda

3. Fiscal Year 2023-24 District Operating Budget

The Board adopted a Resolution of the Board Adopting the Operating and Capital Budget for Fiscal Year 2023-2024.

Motion: Foreman **Second:** Brown

Rollcall: Nelson-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

4. Purchase of Meters and Related Equipment

The Board authorized the General Manager to spend up to \$300,000.00 from the Fiscal Year 2023-24 budgeted amount for the purchase of meters and related equipment.

Motion: Nelson **Second:** Foreman

Motion carried unanimously.

5. Ventura Regional Sanitation District Sewer Maintenance

The Board authorized the General Manager to issue a purchase order to Ventura Regional Sanitation District (VRSD), in an amount not to exceed \$250,000.00, for Fiscal Year (FY) 2023-24 sewer maintenance and cleaning services.

Motion: Brown **Second:** Hoag

Motion carried unanimously.

6. Manhole Rehabilitation

The Board authorized the General Manager to issue a purchase order to Zebron, Inc., in an amount not to exceed \$150,000.00 from the Fiscal Year 2023-24 operating budget, for the rehabilitation and coating of District sewer manholes.

Motion: Nelson **Second:** Brown

Motion carried unanimously.

7. Biosolids Processing

The Board authorized the General Manager to enter into an annual agreement with WBI, Inc. and issue a purchase order, in an amount not to exceed \$103,615.00, for dewatering of the biosolids drying beds.

Motion: Hoag **Second:** Foreman

Motion carried unanimously.

8. Biosolids Removal at CWRP

The Board authorized the General Manager to issue a purchase order to Synagro West, LLC, in an amount not to exceed \$100,000.00 from the Fiscal Year 2023-24 operating budget, for the removal of biosolids from the CWRP.

Motion: Foreman **Second:** Brown

Motion carried unanimously.

Comments by General Manager

- None

Comments by Directors

- Director Nelson reported on the AI presentation at the recent WaterWise breakfast and requested the Board hold a general discussion at a future Board meeting to explore the use of AI in the District's master and strategic planning. He also reported on the recent water/health fair held at Leisure Village, in which President West and the GM also attended.
- Director Hoag noted that the non-potable filling station exemplifies the District's commitment to its mission statement.
- President West reported that ACWA-JPIA will be increasing property insurance by 20% next year.

Adjournment

There being no further business, the meeting was adjourned 5:18 P.M.

Tony L. Stafford, Secretary/Manager
Board of Directors
Camrosa Water District

Eugene F. West, President
Board of Directors
Camrosa Water District (ATTEST)

Board Memorandum

July 13, 2023

To: General Manager
From: Sandra Llamas, Sr. Accountant
Subject: Approve Vendor Payments

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$792,192.34.

Discussion: A summary of accounts payable is provided for Board information and approval.

Payroll ME & PR 6-2, 6-3 & ME	\$ 162,949.47
Accounts Payable 6/15/2023-07/05/2023	\$ <u>629,242.87</u>
Total Disbursements	\$ <u>792,192.34</u>

DISBURSEMENT APPROVAL	
_____ BOARD MEMBER	_____ DATE
_____ BOARD MEMBER	_____ DATE
_____ BOARD MEMBER	_____ DATE

 Tony L. Stafford, General Manager

Camrosa Water District

Accounts Payable Period:

6/15/2023-07/05/2023

Expense	Account Description	Amount
10302	Escrow Account-Cushman	
11100	AR Other	
11700	Meter Inventory	
11900	Prepaid Insurance	
11905	Prepaid Maintenance Ag	
13000	Land	
13400	Construction in Progress	354033.13
20053	Current LTD Bond 2016	
20052	Current LTD Bond 2012	
20400	Contractor's Retention	-27434.00
20250	Non-Potable Water Purchases	
23001	Refunds Payable	3369.94
50110	Payroll FLSA Overtime-Retro	
50010	Water Purchases & SMP	
50020	Pumping Power	
50100	Federal Tax 941 1 st QTR	
50012	CamSan Reclaimed Water	
50135	PERS Retirement	
50200	Utilities	20.60
50210	Communications	4292.05
50220	Outside Contracts	177037.88
50230	Professional Services	45049.57
50240	Pipeline Repairs	11423.95
50250	Small Tool & Equipment	115.83
50260	Materials & Supplies	26372.96
50270	Repair Parts & Equip Maint	22863.68
50280	Legal Services	2424.38
50290	Dues & Subscriptions	2517.00
50300	Conference & Travel	150.00
50310	Safety & Training	
50330	Board Expenses	
50340	Bad Debt	
50350	Fees & Charges	7005.90
50360	Insurance Expense	
50500	Misc Expense	
50600	Fixed Assets	
50700	Interest Expense	
TOTAL		\$629,242.87

Expense Approval Report

By Vendor Name

Camrosa Water District, CA

Payable Dates 6/15/2023 - 7/5/2023 Post Dates 6/15/2023 - 7/5/2023

Payment Number	Post Date	Vendor Name	Payable Number	Description (Item)	Account Name	Purchase Order	Amount
15	06/30/2023	BONDY GROUNDWATER CONSULTING, INC.	077-21 GSA	PM: Santa Rosa GSP	Prof services	FY22-0137-R1	1237.5
101	06/27/2023	CAMROSA WATER DISTRICT	1969	Reimbursement for EFT pmt to Bondy Grwtr inv 77-20	Prof services		2333.76
102	06/30/2023	INTERA INCORPORATED	856458-GSA	Santa Rosa GSP	Prof services	FY22-0136-R1	3105
103	06/29/2023	THE HATHAWAY LAW FIRM, LLP	204117-GSA	GSA Legal Services	Legal services		428.07

TOTAL VENDOR PAYMENTS-GSA **\$ 7,104.33**

Vendor: *CAM* - DEPOSIT ONLY-CAMROSA WTR

3394	06/22/2023	DEPOSIT ONLY-CAMROSA WTR	6-22-23-AP	Transfer to Disbursements Account	Transfer to disburseme		1065000
3395	06/22/2023	DEPOSIT ONLY-CAMROSA WTR	6-22-23-PR	Trasnfer to Disbursements Account	Transfer to disburseme		511000

Vendor *CAM* - DEPOSIT ONLY-CAMROSA WTR Total: **1576000**

59547	06/27/2023	AG RX INC.	101683	Weed Abatement	Outsd contracts		324.86
59548	06/30/2023	ALEXANDER'S CONTRACT SERVICES, INC	104688	Meter Reading (june 2023)	Outsd contracts		2063.36

Vendor: ALL11 - ALL PEST AND REPAIR, INC.

59549	06/27/2023	ALL PEST AND REPAIR, INC.	0026768	Outside Contracts- Pest Control-VTA1-1900	Outsd contracts		650
59549	06/27/2023	ALL PEST AND REPAIR, INC.	0026796	Outside Contracts- Pest Control-VTA1-7385	Outsd contracts		470

Vendor ALL11 - ALL PEST AND REPAIR, INC. Total: **1120**

Vendor: ALL14 - ALLCONNECTED INC

59550	06/27/2023	ALLCONNECTED INC	43492	AllConnected Managed IT/OT Services and Support	Outsd contracts	FY23-0003	7476.38
59550	06/30/2023	ALLCONNECTED INC	43500	AllConnected Managed IT/OT Services and Support	Outsd contracts	FY23-0003	99
59550	06/30/2023	ALLCONNECTED INC	43501	AllConnected Managed IT/OT Services and Support	Outsd contracts	FY23-0003	717.5
59550	06/30/2023	ALLCONNECTED INC	43506	Added EDR protection (FY23-0012)	Outsd contracts	FY23-0003	8443.07

Vendor ALL14 - ALLCONNECTED INC Total: **16735.95**

59551	06/29/2023	ANDREA ANDERA	00005341-2	Closed Account Overpayment Refund-12951 Sunny Ln	Refunds payable		113
59552	06/29/2023	ANGEL CARRAZCO	00006086	Deposit Refund Act 6086-2395 Blanchard Rd	Refunds payable		30.2
59553	06/28/2023	AQUA-METRIC SALES CO	INV0095537	Meter Repair Parts	Repair Parts & Equipm	FY23-0315	14375.82
59554	07/05/2023	AWWA	7002122854	AWWA Dues (FY2023-2024)	Dues & subscrip		2517
1220	07/05/2023	BONDY GROUNDWATER CONSULTING	094-01	Consulting Services for Pv Modeling	Professional Services	FY24-0002	787.5
59555	06/30/2023	BOUTWELL*FAY LLP	37211	457 Legal Services	Legal services		175
59556	06/29/2023	BRENEN SIDEWELL	00002594	Deposit Refund Act 2594 - 1508 Frazier St	Refunds payable		111.78
59557	06/29/2023	BRIAN P RESH	00001681	Deposit Refund Act 1681 - 207 Novina Pl	Refunds payable		88.82

Vendor: CAL20 - CALIFORNIA SURVEYING & DRAFTING SUPPLY INC

59558	06/27/2023	CALIFORNIA SURVEYING & DRAFTING SUPPLY INC	91328500	Materials & Supplies - Dig Alert - Marking Paint	Materials & supplies		120.84
59558	6/27/2023	CALIFORNIA SURVEYING & DRAFTING SUPPLY INC		Credit	Materials & supplies		-1.56
59558	06/27/2023	CALIFORNIA SURVEYING & DRAFTING SUPPLY INC	91328501	Materials & Supplies - Dig Aelrt - Marking Paint	Materials & supplies		765.29

Vendor CAL20 - CALIFORNIA SURVEYING & DRAFTING SUPPLY INC Total: **884.57**

Vendor: CAN03 - Cannon Corporation

59559	06/28/2023	Cannon Corporation	84936	Design Camsprings new waterline under Conejo Creek	Construction in progre: FY22-0273-R1	988.5
59559	06/28/2023	Cannon Corporation	84946	Contract Construction Inspection Services	Outsd contracts FY23-0042	7508.75
59559	06/28/2023	Cannon Corporation	84947	Contract Construction Inspection Services	Outsd contracts FY23-0042	68
59559	06/28/2023	Cannon Corporation	84948	Contract Construction Inspection Services	Outsd contracts FY23-0042	652.5
59559	06/28/2023	Cannon Corporation	84949	Contract Construction Inspection Services	Outsd contracts FY23-0042	4259.5
59559	06/28/2023	Cannon Corporation	84951	Contract Construction Inspection Services	Outsd contracts FY23-0042	1572

Vendor CAN03 - Cannon Corporation Total: 15049.25

59560	07/05/2023	CENTRAL COMMUNICATIONS	000029-540-291	After Hours Call Center-June 2023	Communications	473.5
59561	06/30/2023	Central Courier LLC	53075	Courier Service	Outsd contracts	336.15
59562	06/29/2023	CHRISTOPHER MARSH	00000517-1	Deposit Refund Act 517 - 96 Cottage Grove Ave	Refunds payable	111.21
59563	06/30/2023	COASTAL-PIPCO	S2219010-001	Repair Parts RMWTP	Repair Parts & Equipme FY23-0304	2156.22
59564	06/30/2023	COLANTUONO, HIGHSMITH & WHATLEY, PC	56580	Prop 218 Legal Services	Legal services	292.5
59565	06/30/2023	CULLIGAN OF VENTURA COUNTY	July 2023-201047	Water Softener Penny Well	Outsd contracts	75.5
59566	06/28/2023	DAVMAR AIR	11806	Air Compressor Maintenance	Outsd contracts FY23-0320	5971.78
59567	06/30/2023	DIENER'S ELECTRIC, INC	34711	Underground Conduit Repair CWRF	Construction in progre: FY23-0324	4491.06
59568	06/27/2023	DXP ENTERPRISES, INC	53756795	Concentrate Pump RMWTP	Construction in progre: FY23-0254	57974.08
59569	06/28/2023	E.J. HARRISON & SONS INC	783	Trash Removal - CWRF	Outsd contracts	511.72
1211	06/15/2023	ENTERPRISE FLEET SERV INC	FBN4770374	June 2023 Vehicle Lease Charges	Outsd contracts	9752.03

Vendor: \E107 - ESQUIRE PROPERTY MANAGEMENT

59570	06/29/2023	ESQUIRE PROPERTY MANAGEMENT	00001401-2	Closed Acct Overpayment Refund -5148 Via Calderon	Refunds payable	50.6
59570	06/29/2023	ESQUIRE PROPERTY MANAGEMENT	00002350-2	Deposit Refund Act 2350- 6162 Calle Bodega	Refunds payable	49.7

Vendor \E107 - ESQUIRE PROPERTY MANAGEMENT Total: 100.3

59571	06/29/2023	EVA GAVOR	00003606-2	Deposit Refund Act 3606- 1219 Mission Verde Dr	Refunds payable	29.59
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Vendor: FAM01 - FAMCON PIPE & SUPPLY, INC

59572	06/27/2023	FAMCON PIPE & SUPPLY, INC	S100104576-001	Small Tools - Meter Valve Keys-Unit 38	Small tools & equipme	115.83
59572	06/30/2023	FAMCON PIPE & SUPPLY, INC	S100105262-002	Leak Repair - FY 22-23	Pipeline repairs	893.39

Vendor FAM01 - FAMCON PIPE & SUPPLY, INC Total: 1009.22

59573	06/28/2023	Frontier Communications	June2023	VOIP-Land Lines	Communications	543.54
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Vendor: FRU01 - FRUIT GROWERS LAB. INC.

59574	06/30/2023	FRUIT GROWERS LAB. INC.	307094A	Outside Lab Analysis	Outsd contracts	158
59574	06/27/2023	FRUIT GROWERS LAB. INC.	307434A	Outside Lab Analysis	Outsd contracts	909
59574	06/28/2023	FRUIT GROWERS LAB. INC.	307877A	Outside Lab Work	Outsd contracts	55
59574	06/27/2023	FRUIT GROWERS LAB. INC.	307878A	Outside Lab Analysis	Outsd contracts	706
59574	06/27/2023	FRUIT GROWERS LAB. INC.	307879A	Outside Lab Analysis	Outsd contracts	55
59574	06/27/2023	FRUIT GROWERS LAB. INC.	307880A	Outside Lab Analysis	Outsd contracts	881
59574	06/27/2023	FRUIT GROWERS LAB. INC.	307981A	Outside Lab Analysis	Outsd contracts	683
59574	06/28/2023	FRUIT GROWERS LAB. INC.	307982A	Outside Lab Work - Conejo Wells	Outsd contracts	55
59574	06/27/2023	FRUIT GROWERS LAB. INC.	307983A	Outside Lab Analysis	Outsd contracts	706
59574	06/30/2023	FRUIT GROWERS LAB. INC.	307984A	Outside Lab Analysis	Outsd contracts	685
59574	06/27/2023	FRUIT GROWERS LAB. INC.	308102A	Outside Lab Analysis	Outsd contracts	908
59574	06/27/2023	FRUIT GROWERS LAB. INC.	308105A	Outside Lab Analysis	Outsd contracts	55
59574	06/30/2023	FRUIT GROWERS LAB. INC.	309247A	Outside Lab Analysis	Outsd contracts	158
59574	06/28/2023	FRUIT GROWERS LAB. INC.	309248A	Outside Lab Work - CWRF	Outsd contracts	292

Vendor FRU01 - FRUIT GROWERS LAB. INC. Total: 6306

Vendor: GLO03 - GLOBAL INDUSTRIAL

59575	06/30/2023	GLOBAL INDUSTRIAL	120608302	Spill Kits - SPCC	Materials & supplies	FY23-0314	1642.64
59575	06/30/2023	GLOBAL INDUSTRIAL	120611263	Spill Kits - SPCC	Materials & supplies	FY23-0314	3079.95
Vendor GLO03 - GLOBAL INDUSTRIAL Total:							4722.59

Vendor: HAC01 - HACH COMPANY

59576	06/27/2023	HACH COMPANY	13620073	Materials & Supplies - Reagents	Materials & supplies		2739.18
59576	06/27/2023	HACH COMPANY	13627635	Materials & Supplies - Reagents	Materials & Supplies-Rl		643.56
Vendor HAC01 - HACH COMPANY Total:							3382.74

59577	06/30/2023	HADRONEX INC.	26445	Outside Contracts - Smart Cover Repair	Outsd contracts		224
1217	06/27/2023	HealthEquity	6ub9gqt	Consumer Driven Healt Svngs Plan-Admon Fees 6-23	Fees & charges		5.9
59578	06/30/2023	INFOSEND, INC.	241353	Printing & Mailing Services for June 2023 Statemen	Outsd contracts		5147.75

Vendor: INT04 - INTERNATIONAL ACCREDITATION SERVICE, INC.

59544	06/15/2023	INTERNATIONAL ACCREDITATION SERVICE, INC.	INV00018959	Accreditation inspection	Fees & charges	FY23-0070	2000
59545	06/15/2023	INTERNATIONAL ACCREDITATION SERVICE, INC.	INV0018958	Accreditation inspection	Fees & charges	FY23-0070	5000
Vendor INT04 - INTERNATIONAL ACCREDITATION SERVICE, INC. Total:							7000

Vendor: J&H01 - J&H Engineering

59579	06/28/2023	J&H Engineering	3994	Leak Repair - 1" Service	Pipeline repairs	FY23-0319	9378.43
59579	06/28/2023	J&H Engineering	4010	Read Road Sewer Lift	Construction in progre: FY23-0311		1283.4
Vendor J&H01 - J&H Engineering Total:							10661.83

59580	07/05/2023	Janitek Cleaning Solutions-Allstate Cleaning, Inc.	49992A	Janitorial Cleaning Services (July 2023)	Outsd contracts		1772
59581	06/29/2023	JASON STOVALL	00006774	Deposit Refund Act 6774- 5265 San Francesca Dr	Refunds payable		80.94
59582	06/29/2023	JOANNA VEGA	00001883	Deposit Refund Act 1883- 5366 Hidalgo St	Refunds payable		8.8
1218	06/30/2023	Kylee Felix	6302023	Lab Supplies-Reimbursement	Materials & supplies		16.45
59583	06/27/2023	LINDE GAS & EQUIPMENT INC	36637998	Acetylene Gas Cylinders	Materials & supplies		77.29
59584	06/29/2023	MARCHEY GROUP INC	00009078	Deposit Refund Act 9078 - 754 Calle Plano	Refunds payable		2.89
59585	06/27/2023	McMASTER-CARR SUPPLY CO	99532253	Materials & Supplies - Connectors	Materials & supplies		329.04
59586	06/28/2023	MNS ENGINEERS, INC.	83344	Engineering Support services during construction	Construction in progre: FY21-0254-R2		155

Vendor: NOR07 - NORTHSTAR CHEMICAL

59587	06/30/2023	NORTHSTAR CHEMICAL	256304	Chemicals - Woodcreek-Lynwood	Materials & supplies		3057.88
59587	06/30/2023	NORTHSTAR CHEMICAL	256305	Chemicals - TR Well	Materials & supplies		1503.5
Vendor NOR07 - NORTHSTAR CHEMICAL Total:							4561.38

59588	06/29/2023	PEDRO DOMINGUEZ	00011341	Deposit Refund Act 11341-Lot 10 Pasoe Noche	Refunds payable		757.81
59589	06/30/2023	PETER GERMANN	00001481	Overpayment Refund Act 1481-4754 Colony Dr	Refunds payable		900
59590	06/28/2023	PROVOST & PRITCHARD CONSULTING GROUP	101499	GAC CEQA	Construction in progre: FY21-0176-R2		696.26
59591	07/05/2023	QUADIENT LEASING USA, INC.	N9977440	Postage Meter Rental (701-23 th 10-09-23)	Materials & supplies		551.81
59592	06/29/2023	ROBERT E JOHNSTON	00007266	Deposit Refund Act 7266	Refunds payable		8.93

Vendor: ROY03 - ROYAL INDUSTRIAL SOLUTIONS

59593	06/27/2023	ROYAL INDUSTRIAL SOLUTIONS	9009-1036091	Repair Parts - FUSES	Repair parts & equipm		106.98
59593	06/27/2023	ROYAL INDUSTRIAL SOLUTIONS	9009-1036192	Repair Parts - FUSES	Repair parts & equipm		151.76
59593	06/30/2023	ROYAL INDUSTRIAL SOLUTIONS	9009-1036754	Rockwell Techconnect Support	Outsd contracts	FY23-0294	1450
Vendor ROY03 - ROYAL INDUSTRIAL SOLUTIONS Total:							1708.74

59594	06/30/2023	RT LAWRENCE CORPORATION	48228	Lockbox Processing Fees- May 2023	Outsd contracts		782.17
59595	06/28/2023	SAM HILL & SONS, INC.	4548	Yard Clean Up - Rubble Pile	Pipeline repairs	FY23-0317	1152.13

59596	06/27/2023	Santa Paula Materials, Inc.	21815	Materias & Supplies - Road Base for Yard	Materials & supplies	474.23
Vendor: SCF01 - SC Fuels						
59597	06/27/2023	SC Fuels	2407709IN	Material & Supplies - FUEL	Materials & supplies	1692.06
59597	06/27/2023	SC Fuels	2412394IN	Material & Supplies - FUEL	Materials & supplies	1483.83
59597	06/28/2023	SC Fuels	2416656IN	Materials & Supplies- FUEL POND 1	Materials & supplies	2098.19
59597	06/30/2023	SC Fuels	2416777IN	Material & Supplies - FUEL	Materials & supplies	1377.18
59597	06/30/2023	SC Fuels	2419237IN	Materials & Supplies - FUEL	Construction in progre:	13319.85
Vendor SCF01 - SC Fuels Total:						19971.11
59598	06/29/2023	SHEA HOMES SO CAL INC	00008864	FH#26-Deposit Refund Act 8864-104634	Refunds payable	791.16
59599	06/28/2023	SOLAR ELECTRIC SUPPLY,INC	22932	Repair Parts Solar Site Batterys	Repair parts & equipm	5550.6
Vendor: SCG01 - SOUTHERN CALIFORNIA GAS						
1219	06/30/2023	SOUTHERN CALIFORNIA GAS	July 2023	June 2023 Usage-Account 123-787-1794-1	Utilities	15.78
1219	06/30/2023	SOUTHERN CALIFORNIA GAS	July 2023-A	June 2023 Usage-Account 170-013-9900-9	Utilities	4.82
Vendor SCG01 - SOUTHERN CALIFORNIA GAS Total:						20.6
Vendor: HAT01 - THE HATHAWAY LAW FIRM, LLP						
59600	06/29/2023	THE HATHAWAY LAW FIRM, LLP	204121	PFAS Legal Services	Legal services	91.74
59600	06/29/2023	THE HATHAWAY LAW FIRM, LLP	204122	Legal Services	Legal services	1865.14
Vendor HAT01 - THE HATHAWAY LAW FIRM, LLP Total:						1956.88
59601	06/29/2023	THOMAS CYR	00001064	Closed Act Overpayment Refund-5970 Paseo Encantada	Refunds payable	23.32
59602	06/29/2023	TIMOTHY LESUER	00000468	Deposit Refund Act 468 - 137 Cottage Grove	Refunds payable	156
59603	06/30/2023	TRAFFIC TECHNOLOGIES LLC	44352	Materials & Supplies	Materials & supplies	87.4
59604	06/28/2023	TRAVIS AGRICULTURAL, INC	23430-F	SR8 - Flooring and Door	Outsd contracts FY23-0318	11417.29
Vendor: UND01 - UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA, INC						
59605	06/30/2023	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFO 22-2304514		Dig Alert Tickets-Monthly Charges (June 2023)	Outsd contracts	120.74
59605	06/30/2023	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFO 620230212		Dig Alert Tickets-Monthly Charges (June 2023)	Outsd contracts	375.75
Vendor UND01 - UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA, INC Total:						496.49
Vendor: UNI12 - UNIFIED FIELD SERVICES CORPORATION						
59606	06/27/2023	UNIFIED FIELD SERVICES CORPORATION	Pymt 20	PV Well No. 2 Construction Services	Construction in progre: FY22-0010-R1	274339.98
59606	06/27/2023	UNIFIED FIELD SERVICES CORPORATION	Retention Pymt 2	Retention Pymt 20	Contractor's retention	-27434
Vendor UNI12 - UNIFIED FIELD SERVICES CORPORATION Total:						246905.98
Vendor: UNI08 - UNIFIRST CORPORATION						
59607	06/27/2023	UNIFIRST CORPORATION	2210006015	Uniform Cleaning Service	Outsd contracts	163.11
59607	06/27/2023	UNIFIRST CORPORATION	2210006016	Office Cleaning Supplies - Towel-Mat Service	Outsd contracts	79.72
59607	06/30/2023	UNIFIRST CORPORATION	2210007988	Uniform Cleaning Service	Outsd contracts	163.11
59607	06/28/2023	UNIFIRST CORPORATION	2210007989	Office Cleaning Supplies - Tower-Mat Service	Outsd contracts	79.72
59607	06/30/2023	UNIFIRST CORPORATION	2210009649	Uniform Cleaning Service	Outsd contracts	143.77
59607	06/30/2023	UNIFIRST CORPORATION	2210009650	Office Cleaning Supplies- Towel Mat Service	Outsd contracts	79.72
Vendor UNI08 - UNIFIRST CORPORATION Total:						709.15
59608	06/28/2023	UNION MATERIALS TESTING, INC	307	GAC Materials Testing	Construction in progre: FY22-0270-R1	785
Vendor: USA01 - USA BLUE BOOK						
59609	06/27/2023	USA BLUE BOOK	INV00031075	Lab Supplies	Materials & supplies	63.79
59609	06/27/2023	USA BLUE BOOK	INV00033896	Repair Parts - Replacement PH Sensor	Repair parts & equipm	522.3
59609	06/27/2023	USA BLUE BOOK	INV00036192	Lab Supplies	Materials & supplies	48.63
59609	06/30/2023	USA BLUE BOOK	INV00046517	Laboratory Supplies	Materials & supplies	29.27
59609	06/28/2023	USA BLUE BOOK	INV00049433	Lab Materials and Supplies	Materials & supplies	336
59609	06/27/2023	USA BLUE BOOK	INV00053768	Material & Supplies - PPE Biological Control	Materials & supplies	844.42

						Vendor USA01 - USA BLUE BOOK Total:	1844.41
59610	07/05/2023	VCSDA	2023-2024	VCSDA DUES	Conf. & travel		150
59611	06/29/2023	VENTURA ASSET HOLDINGS, LLC	00001242	Deposit Refund Act 1242 - 6343 Via Cozumel	Refunds payable		54.02
59612	06/27/2023	VENTURA REGIONAL SANITATION DISTRICT, INC	53123	VRSD Sewer Cleaning	Outsd contracts	FY23-0016	42543.45
59613	07/05/2023	VENTURA SECURITY SYSTEMS	7806235	Security System Maintenance	Outsd contracts		207.48
59614	06/30/2023	VERIZON WIRELESS	9937861436	Cell Phones-June 2023	Communications		3275.01
Vendor: WWG01 - W W GRAINGER, INC.							
59615	06/27/2023	W W GRAINGER, INC.	9738776765	Materials & Supplies - Signs for Fuel Tank GAC	Materials & supplies		703.36
59615	06/27/2023	W W GRAINGER, INC.	9741003090	Materials & Supplies - Signs for Fuel Tank GAC	Materials & supplies		44.36
59615	06/27/2023	W W GRAINGER, INC.	9748452050	Materials & Supplies - RMWTP - Stainless Steel	Materials & Supplies-Ri		602.55
59615	06/27/2023	W W GRAINGER, INC.	9748594349	Materials & Supplies - RMWTP Batteries	Materials & Supplies-Ri		969.97
59615	06/27/2023	W W GRAINGER, INC.	9749615994	Materials & Supplies - RMWTP - Schedule 80 Parts	Materials & Supplies-Ri		848.08
59615	06/27/2023	W W GRAINGER, INC.	9750526544	Materials & Supplies - RMWTP - Stainles Steel Fitt	Materials & Supplies-Ri		143.77
						Vendor WWG01 - W W GRAINGER, INC. Total:	3312.09
59616	06/27/2023	West Coast Air Conditioning	S133054	AC Maintenece	Outsd contracts		355
Vendor: WOOD04 - WOODARD & CURRAN, INC.							
59617	06/29/2023	WOODARD & CURRAN, INC.	220673	2023 Master Plan	Prof services	FY23-0008	21200
59617	06/29/2023	WOODARD & CURRAN, INC.	220674	Water Resource Planning	Prof services	FY23-0150	23062.07
						Vendor WOOD04 - WOODARD & CURRAN, INC. Total:	44262.07
59618	06/29/2023	XI YU CHEN	00003711	Deposit Refund Act 3711 - 1309 Calle Bonita	Refunds payable		1.17
59619	06/30/2023	ZEBRON, INC	52971	Manhole Rehabilitation	Outsd contracts	FY23-0017	54675
						TOTAL VENDOR PAYMENTS-CAMROSA	\$ 629,242.87
1214	06/30/2023	ACWA JOINT POWERS INS	3rd QTR 2023	Workers Comp Premium April 1-June 30, 2023	P/R-worker comp		10901.75
1215	07/05/2023	ACWA/JPIA	6-23 Month End	Medical, Dental & Vision premium	Health, Dental, Vision		53096.04
Vendor: PER05 - CAL PERS 457 PLAN							
DFT0004666	06/15/2023	CAL PERS 457 PLAN	INV0013340	Deferred Compensation	Deferred comp - ee pai		3009.46
DFT0004667	06/15/2023	CAL PERS 457 PLAN	INV0013342	Deferred Compensation	Deferred comp - ee pai		300
DFT0004700	06/29/2023	CAL PERS 457 PLAN	INV0013403	Deferred Compensation	Deferred comp - ee pai		3009.46
						Vendor PER05 - CAL PERS 457 PLAN Total:	6318.92
DFT0004662	06/15/2023	COLONIAL SUPPLEMENTAL INS	INV0013336	Colonial Benefits	Colonial benefits		231.8
Vendor: EDD01 - EMPLOYMENT DEVELOP. DEPT.							
DFT0004683	06/15/2023	EMPLOYMENT DEVELOP. DEPT.	INV0013366	Payroll-SIT	P/R-sit		4686.75
DFT0004715	06/29/2023	EMPLOYMENT DEVELOP. DEPT.	INV0013420	Payroll-SIT	P/R-sit		4891.97
						Vendor EDD01 - EMPLOYMENT DEVELOP. DEPT. Total:	9578.72
Vendor: HEA02 - HealthEquity							
DFT0004670	06/15/2023	HealthEquity	INV0013346	HSA-Employee Contribution	HSA Contributions Pay:		373.07
DFT0004671	06/15/2023	HealthEquity	INV0013347	HSA Contributions	HSA Contributions Pay:		150
DFT0004703	06/29/2023	HealthEquity	INV0013407	HSA-Employee Contribution	HSA Contributions Pay:		373.07
DFT0004704	06/29/2023	HealthEquity	INV0013408	HSA Contributions	HSA Contributions Pay:		150
						Vendor HEA02 - HealthEquity Total:	1046.14
Vendor: LNL01 - LINCOLN FINANCIAL GROUP							
1205	06/15/2023	LINCOLN FINANCIAL GROUP	INV0013341	Deferred Compensation	Deferred comp - ee pai		2583
1212	06/29/2023	LINCOLN FINANCIAL GROUP	INV0013404	Deferred Compensation	Deferred comp - ee pai		2583
						Vendor LNL01 - LINCOLN FINANCIAL GROUP Total:	5166

Vendor: RFS01 - LINCOLN FINANCIAL GROUP

1204	06/15/2023	LINCOLN FINANCIAL GROUP	INV0013360	Profit Share Contribution	Profit share contributic	2631.05
1213	06/29/2023	LINCOLN FINANCIAL GROUP	INV0013416	Profit Share Contribution	Profit share contributic	2631.05
Vendor RFS01 - LINCOLN FINANCIAL GROUP Total:						<hr/> 5262.1

Vendor: PER01 - PUBLIC EMPLOYEES

DFT0004668	06/15/2023	PUBLIC EMPLOYEES	INV0013344	PERS-Classic Employee Portion	P/R-state ret.	18395.73
DFT0004689	06/23/2023	PUBLIC EMPLOYEES	INV0013396	PERS-Classic Employee Portion	P/R-state ret.	909.3
DFT0004701	06/29/2023	PUBLIC EMPLOYEES	INV0013405	PERS-Classic Employee Portion	P/R-state ret.	18395.73
Vendor PER01 - PUBLIC EMPLOYEES Total:						37700.76

DFT0004672	06/15/2023	SYMETRA LIFE INS CO.	INV0013348	Life Insurance	Life ins.	293.75
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Vendor: UNI10 - UNITED STATES TREASURY

DFT0004680	06/15/2023	UNITED STATES TREASURY	INV0013363	FIT	P/R-fit	11816.65
DFT0004685	06/15/2023	UNITED STATES TREASURY	INV0013371	Payroll-Social Security Tax	P/R - ee social security	726.02
DFT0004682	06/15/2023	UNITED STATES TREASURY	INV0013365	Payroll- Medicare Tax	P/R - ee medicare	3429.82
DFT0004698	06/23/2023	UNITED STATES TREASURY	INV0013401	Payroll- Medicare Tax	P/R - ee medicare	2.9
DFT0004712	06/29/2023	UNITED STATES TREASURY	INV0013417	FIT	P/R-fit	12405.21
DFT0004713	06/29/2023	UNITED STATES TREASURY	INV0013418	Payroll-Social Security Tax	P/R - ee social security	124
DFT0004714	06/29/2023	UNITED STATES TREASURY	INV0013419	Payroll- Medicare Tax	P/R - ee medicare	3341.82
Vendor UNI10 - UNITED STATES TREASURY Total:						31846.42

Vendor: UWA01 - UNITED WAY OF VENTURA CO.

59539	06/15/2023	UNITED WAY OF VENTURA CO.	INV0013335	Charity-United Way	P/R-charity	20
59546	06/29/2023	UNITED WAY OF VENTURA CO.	INV0013402	Charity-United Way	P/R-charity	20
Vendor UWA01 - UNITED WAY OF VENTURA CO. Total:						40
1216	07/05/2023	UNUM LIFE INSURANCE	6-23 PR ME	July Premium Sepulveda & Rueter	Long term dis. human r	1467.07

TOTAL PAYROLL VENDOR PAYMENTS-CAMROSA

\$ 162,949.47

Board Memorandum

July 13, 2023

To: General Manager

From: Kevin Wahl, Superintendent of Operations

Subject: UniFirst Agreement

Objective: Provide O&M uniforms for District field employees.

Action Required: Authorize the General Manager to renew the agreement with UniFirst for the supply of uniforms for a term of three years.

Discussion: The District provides uniforms to field employees to ensure professional appearance and customer recognition, as well as to prevent clothing from causing cross-contamination at employees' homes.

UniFirst has been providing uniform and cleaning services for the District since 2010. Entering into an agreement with UniFirst will lock in the cost of services for three years.

This is an operations line item in the Fiscal Year 2023-24 budget.

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677- FAX (805) 987-4797**

Some of the important terms of this agreement are printed on Pages 2-4. For your protection, make sure that you read and understand all provisions before signing. The terms on the Pages 2-4 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: UniFirst Corporation DATE: 07/01/2023
10244 Norris Ave. Agreement No. 2024-42
Pacoima, CA 91331

The Contractor to provide rental uniform service for the District. See attached UniFirst Customer Service Agreement for detailed Price and Terms.


Contract Term 07/01/2023 – 06/30/2026

Contract Price As per Attached

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted: Camrosa Water District Contractor: UniFirst Corporation

By Tony L. Stafford

By David Perez 

Title General Manager

Title Location Manager

Date _____

Date 6-29-23

Other authorized representative(s):

Other authorized representative(s):

Workers' Compensation Insurance - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and immediately defend Camrosa Water District, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including, but not limited to, Camrosa Water District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Camrosa Water District or Contractor, and damages to or destruction of property of any person, including but not limited to, Camrosa Water District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Camrosa Water District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct of Camrosa Water District or its directors, officers, employees, or authorized volunteers; and
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor; and
- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party; and
- d. Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Camrosa Water District or its directors, officers, employees, or authorized volunteers, notwithstanding whether Contractor's liability is or can be established Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by Camrosa Water District, or its directors, officers, employees, or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Camrosa Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Camrosa Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to Camrosa Water District engineer, the Contractor shall bear all costs arising therefrom.

Safety - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including, but not limited to, California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
3. Insurance Service Office (ISO) Excess Liability (if necessary)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Camrosa Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self Insurance shall be called upon to protect it as a named insured.

Required Provisions - The general liability, auto liability and excess liability policies are to contain, or be endorsed to contain, the following provisions:

1. Camrosa Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13, specifically naming all of the District parties required in this agreement, or using language that states "as required by contract". All subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
2. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and

Camrosa Water District insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Camrosa Water District.
6. Such liability insurance shall indemnify the Contractor and his/her subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Camrosa Water District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by Camrosa Water District. At the option of Camrosa Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Camrosa Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:-VII or equivalent or as otherwise approved by Camrosa Water District.

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

Contractor shall assume the immediate defense of and indemnify and save harmless Camrosa Water District and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Camrosa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Camrosa Water District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations

or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-8 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

The Contractor shall, upon demand of Camrosa Water District, deliver to Camrosa Water District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each contractor or subcontractor meets the minimum insurance requirements specified above, and Contractor shall ensure that Camrosa Water District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Camrosa Water District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by Camrosa Water District.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Contractor, specifying the effective date of termination.



NEW ACCOUNT EXISTING ACCOUNT

INSTALLATION DATE _____ MM/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) _____ LOC. NO. _____
ADDRESS _____ ROUTE NO. _____
DATE _____
PHONE _____ SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

Table with columns: ITEM DESCRIPTION, LOST/DAMAGED REPLACEMENT CHARGE, SERVICE FREQUENCY, NO. OF PERSONS/ISSUE PER PERSON, TOTAL NO. OF CHANGES/PIECES, PRICE PER CHANGE/PIECE, STANDARD/NON-STANDARD¹, TOTAL FULL SERVICE, TOTAL VAL-U-LEASE². Includes a note: Minimum weekly charge applies, equal to 75% of the initial weekly install value.

Table with columns: OTHER CHARGES, AMOUNT. Rows include: Garment preparation per piece, Name emblem per piece, Company emblem per piece, Direct Embroidery: Wearer name per piece, Company name per piece.

Table with columns: OTHER CHARGES, AMOUNT. Rows include: Non-stock sizes per piece, Special cuts per piece, Restock/Exchange per piece, Automatic Wiper Replacement, Automatic Linen Replacement, DEFE (See description on reverse side), Energy Charge.

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge³

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to the attached Customer Service Agreement Terms and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: _____
SALES REP (Print Name) DATE
ACCEPTED⁵: [Signature] 6-29-23
LOCATION MANAGER (Signature) DATE
LOCATION MANAGER (Print Name and Title)

ACCEPTED: _____
CUSTOMER (Signature) DATE
CUSTOMER (Print Name and Title)
EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired, and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60, 36 months after installation of Merchandise (for new customers) or any renewal date. ~~This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.~~

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. ~~On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement.~~ Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property, and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present, and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation, and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil, and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty, or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries, or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks, or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, ~~as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.~~

This Agreement shall be governed by ~~Massachusetts~~ California law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. ~~In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special, or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst.~~ In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

Board Memorandum

July 13, 2023

To: General Manager

From: Joe Willingham, I.T. & Special Projects Manager

Subject: Verkada Security Cameras

Objective: Enhance the District's Physical Security Posture with the Installation of Smart Security Cameras.

Action Required: Authorize the General Manager to:

- 1) Enter into an agreement and issue a purchase order, with Pacific Low Voltage (PLV) for the installation and configuration of Verkada smart security cameras at the District's Main Office, Conejo Wellfield, Lynnwood Wellsite, Reservoir 1B and Communications Building, Conejo Creek Diversion Site, CWRP and RMWTP in the amount not to exceed \$141,145.00.
- 2) Increase the CIP budget from its current limit of \$140,000.00 to \$155,000.00 to cover the cost of the PLV proposal and possible contingencies during installation.

Discussion: Staff takes the protection and security of District assets and drinking water critical infrastructure very seriously. The project will outfit the exterior of the District's Main Office (and Operations Building), CWRP, RMWTP, Reservoir-1B and Communications Facility, Conejo Creek Diversion site, and the Conejo Well Field/GAC Plant with state-of-the-art, overlapping, high-definition video cameras, each of which provide between 90-120 days (1 terabyte) onboard storage, unlimited cloud storage, night vision, optical zoom, and recognition of persons, vehicles, and license plates. Additionally, all installed cameras will be monitored 24/7/365 by Verkada's professional monitoring services for proactive prevention and mitigation of threats, theft, vandalism, unauthorized personnel and provide safety for District staff.

In Fiscal Year 2022-23 staff performed a cost-free pilot installation of two Verkada cameras at the District's Main Office. During the six-month evaluation period, staff found the feature rich capabilities available in the Verkada suite of cameras unavailable with other vendors at this price point. For this reason, staff is recommending a sole-source procurement.

This is an approved CIP in the FY2023-24 budget.

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 5. For your protection, make sure that you read and understand all provisions before signing. The terms on pages 2 through 5 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Pacific Low Voltage
4532 Telephone Rd. #102
Ventura, CA 93003

DATE: July 13, 2023
Agreement No. 2024-62

The undersigned Contractor offers to furnish the following:

Provide security cameral installation and surveillance per proposal attached.

Contract price \$: Per proposal attached not to exceed \$141,145.00.

Contract Term: July 13, 2023 – July 12, 2024

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you.

Accepted: Camrosa Water District

Contractor: Pacific Low Voltage

By: _____
Tony L. Stafford

By: _____
Nick Semolich

Title: General Manager

Title: President

Other authorized representative(s):

Other authorized representative(s):

Workers' Compensation Insurance - By his/her signature hereunder, Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and immediately defend Camrosa Water District, its directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including, but not limited to, Camrosa Water District and/or Contractor, or any directors, officers, employees, or authorized volunteers of Camrosa Water District or Contractor, and damages to or destruction of property of any person, including but not limited to, Camrosa Water District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Camrosa Water District or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct of Camrosa Water District or its directors, officers, employees, or authorized volunteers; and
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor; and
- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party; and
- d. Contractor shall immediately defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Camrosa Water District or its directors, officers, employees, or authorized volunteers, notwithstanding whether Contractor's liability is or can be established Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any received by Camrosa Water District, or its directors, officers, employees, or authorized volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Camrosa Water District or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Camrosa Water District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

GENERAL CONDITIONS

Laws, Regulations and Permits - The Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to Camrosa Water District engineer, the Contractor shall bear all costs arising therefrom.

Safety - The Contractor shall execute and maintain his/her work so as to avoid injury or damage to any person or property. The Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

In carrying out his/her work, the Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including, but not limited to, California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

Commercial General Liability and Automobile Liability Insurance - The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
3. Insurance Service Office (ISO) Excess Liability (if necessary)

Limits - The Contractor shall maintain limits no less than the following:

1. General Liability - Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to Camrosa Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
3. Excess Liability (if necessary) - The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self Insurance shall be called upon to protect it as a named insured.

Required Provisions - The general liability, auto liability and excess liability policies are to contain, or be endorsed to contain, the following provisions:

1. Camrosa Water District, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13, specifically naming all of the District parties required in this agreement, or using language that states "as required by contract". All subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
2. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and

Camrosa Water District insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to Camrosa Water District, its directors, officers, employees, or authorized volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Camrosa Water District.
6. Such liability insurance shall indemnify the Contractor and his/her subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her subcontractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
8. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All of the insurance shall be provided on policy forms and through companies satisfactory to Camrosa Water District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by Camrosa Water District. At the option of Camrosa Water District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions. Camrosa Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:-VII or equivalent or as otherwise approved by Camrosa Water District.

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

Contractor shall assume the immediate defense of and indemnify and save harmless Camrosa Water District and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the Camrosa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with Camrosa Water District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations

or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-8 above. The District reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

The Contractor shall, upon demand of Camrosa Water District, deliver to Camrosa Water District such policy or policies of insurance and the receipts for payment of premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that the Contractor employs other contractors (subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each contractor or subcontractor meets the minimum insurance requirements specified above, and Contractor shall ensure that Camrosa Water District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Camrosa Water District reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by Camrosa Water District.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Contractor, specifying the effective date of termination.



4532 Telephone Road, #102
Ventura, CA 93003
805.658.1PLV (1758)
office@pacificlowvoltage.com
pacificlowvoltage.com
CA License #984173 | ACO #7715

Date:
June 26, 2023

Project #: 3828
Version #: 6

Low Voltage Systems Agreement

Prepared for:

Joe Willingham
Camrosa Water District
7385 Santa Rosa Rd,
Camarillo, CA 93012

Project:

Camrosa Water District
Project Address:
7385 Santa Rosa Rd,
Camarillo, CA 93012

Project Description

Pacific Low Voltage is pleased to offer our proposal for Camrosa Water District. A new Verkada system will be installed throughout all the Camrosa Water District Main Office and Remote Sites.

Verkada comes equipped with many user-friendly features, such as advanced search filters to quickly find specific footage, the ability to share access to live camera feeds via link or SMS, and the ability to access, share, and archive footage in seconds from any device or browser. Each camera also comes with 30-day onboard storage for redundancy, while primarily recording to the cloud for encrypted, secure storage. This provides more security for your surveillance system by eliminating the need of an on-site NVR. Verkada provides end-to-end encryption and leverages AWS to store your data securely in the cloud.

Also a 1 year license is proposed, as well as Verkada 24/7 Live Professional monitoring.

The project will be completed with the below scope of work.

Scope of Work

The proposal is to provide labor, material and equipment to include the following:

Camrosa Water District Main Office

- A total of (9) Verkada cameras will be installed per the following:
- (1) (#CD62-30E-HW) 4K zoom lens outdoor dome camera at the front of the main Office Building.
- (1) (#CD62-30E-HW) 4K zoom lens outdoor dome camera outside of the General Managers office sliding door.
- (1) (#CB62-512TE-HW) 4K Telephoto zoom lens outdoor bullet camera at the front of the main office building pointed towards the western driveway for License Plate Recognition.
- (4) (#CB62-512E-HW) 4K zoom lens outdoor bullet cameras on the operation and maintenance building covering the yard, yard gate and front entrance/ parking lot.

- (1) (#CB62-512TE-HW) 4K Telephoto zoom lens outdoor bullet cameras on the operation and maintenance building covering the two driveways for License Plate Recognition.
- (1) (#CD62-30E-HW) 4K zoom lens outdoor dome camera Located at the far corner of the operation and maintenance building covering the far end of the parking lot.
- New Cat6 cable will be Installed from each camera Location to the IDF in the main office and the operations and maintenance building. The cable will be terminated in existing patch panels.
- PoE network switches with open ports are existing on-site, customer supplied.

QTY	Product Description
2	Outdoor Bullet Camera, 4K, Telephoto Zoom Lense 512GB Storage
4	Outdoor Bullet Camera, 4K, Zoom Lense 512GB Storage
3	Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage
3	Arm Mount Kit
3	Pendant Cap Mounting Adapter Kit, 2nd Generation
6	Square Junction Box Mount for Bullet Series Cameras

Conejo Wellfield "GAC"

A total of (4) Verkada cameras will be installed per the following:

- (4) (#CB62-512E-HW) 4K zoom lens outdoor bullet cameras will be mounted up high on the enclosed fenced chemical storage area.
- (1) Industrial 8-port Poe+ network switch will be furnished and installed in the existing electrical enclosure.
- Power for the new network switch is existing.

New outdoor rated Cat6 cable will be installed from the cameras to the newly installed PoE+ switch located in the electrical enclosure.

QTY	Product Description
4	Outdoor Bullet Camera, 4K, Zoom Lense 512GB Storage
4	Square Junction Box Mount for Bullet Series Cameras
4	Pole Mount Adapter, 2nd Generation
1	Industrial eight-port switch, Layer 2 PoE switch with a silent, fanless cooling system

Reservoir 1B

A total of (6) Verkada cameras will be installed per the following:

- (2) (#CD62-30E-HW) 4K zoom lens outdoor dome cameras mounted on the concrete block electronics building.
- (1) (#CB62-512E-HW) 4K zoom lens outdoor bullet camera mounted on the water tank facing the driveway.
- (1) (#CB62-512E-HW) 4K zoom lens (1) outdoor bullet camera mounted on the water tank facing the electronics cabinet and the battery box.
- (2) (CB62-512E-HW) 4K zoom lens outdoor bullet cameras mounted on the tower of the electronics building.
- (1) industrial eight-port PoE switch will be furnished and installed in the electronics cabinet.

- (1) 1.7+ Gbps bi-directional point-to-point Ubiquiti wireless network bridge system. One radio will be pole mounted on top of the water tank and the other radio will be pole mounted on top of the electronics building to the west. The radios operate at 60 GHz and have a built in 5 GHz Radio for backup redundancy.
- Conduit will be installed for the 2 cameras mounted on the water tank to prevent vandalism and tampering.
- A reliable power source for the PoE network switch will need to be furnished and installed in the electronics enclosure by others before PLV can commence work at the site.

QTY	Product Description
4	Outdoor Bullet Camera, 4K, Zoom Lense 512GB Storage
4	Square Junction Box Mount for Bullet Series Cameras
3	Pole Mount Adapter, 2nd Generation
2	Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage
2	Arm Mount Kit
2	Pendant Cap Mounting Adapter Kit, 2nd Generation
1	Industrial eight-port switch, Layer 2 PoE switch with a silent, fanless cooling system
1	Bridge60 GHz PtP link using 802.11ad with 5 GHz radio for backup.

Diversion Site

A total of (3) Verkada cameras will be installed per the following:

- (2) (#CB62-512E-HW) 4K zoom lens outdoor bullet cameras will be installed in place of, two existing legacy cameras.
- The cameras will be pole mounted with new outdoor rated Cat6 cable installed to them.
- A PoE network switch is customer provided and is currently existing on-site.
- (1) (#CH52-1TBE-HW) Multisensor camera, will be pole mounted on existing telephone pole.
- The multisensor will use existing power at the pole.

Lift Rental is included.

QTY	Product Description
2	Outdoor Bullet Camera, 4K, Zoom Lense 512GB Storage
2	Square Junction Box Mount for Bullet Series Cameras
3	Pole Mount Adapter, 2nd Generation
1	Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage
1	Arm Mount Kit
1	Pendant Cap Mounting Adapter Kit, 2nd Generation 1-
0	Year Camera License
1	Category 6 Outdoor Rated UV Resistant, Outside Plant Cable 1000'

Round Mountain Water Treatment Plant

A total of (9) Verkada cameras will be installed per the following:

- (1) (#CH52-1TBE-HW) Multisensor camera will be installed in place of, an existing legacy camera. It will be pole mounted on the existing pole.

New Cat6 Gamechanger outdoor outside plant cable will be pulled from the camera to the IDF located in the office building to the south.

- (4) (#CD62-30E-HW) 4K zoom lens outdoor dome cameras will be mounted on the water reclamation facility office building, one camera on each corner of the building will cover the front door, parking lot and back door.
- (2) (#CD62-30E-HW) 4K zoom lens outdoor dome cameras will be mounted inside the storage area of the water treatment plant.
- A Poe network switch is customer provided and is currently existing on-site.
- (2) (#CB62-512E-HW) 4K zoom lens outdoor bullet cameras will be installed on the exterior corner of the water treatment storage area, covering the front entrance gate and driveway. Lift Rental is included.

QTY	Product Description
6	Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage
7	Arm Mount Kit
7	Pendant Cap Mounting Adapter Kit, 2nd Generation
3	Pole Mount Adapter, 2nd Generation
2	Outdoor Bullet Camera, 4K, Zoom Lense 512GB Storage
2	Square Junction Box Mount for Bullet Series Cameras
1	Outdoor Multisensor Camera, 4x5MP, Zoom Lens, 1TB of Storage
1	GameChanger Cable, Cat6, OSP Outdoor Direct Burial Rated, Black, 1,000 Foot Reel
1	40' Straight Manlift, one day rental

Lynnwood Dr. Water Well

A total of (5) Verkada cameras will be installed per the following:

- (1) (#CD62-30E-HW) 4K zoom lens outdoor dome camera mounted inside the well site covering the central open space and gate entrance.
- (4) (#CD62-30E-HW) 4K zoom lens outdoor dome cameras mounted around the perimeter of the block wall covering all 4 sides of the facility.
- (1) industrial eight-port PoE switch will be furnished and installed in the electronics cabinet.
- Conduit will be installed from the camera locations to the existing electronics cabinet to prevent vandalism and tampering.
- All new Cat6 cabling will be ran securely inside the conduit to prevent vandalism and tampering.

QTY	Product Description
5	Verkada CD62-E Outdoor Dome Camera, 4K, Zoom Lens, 512GB of Storage
5	Arm Mount Kit
5	Pendant Cap Mounting Adapter Kit, 2nd Generation
1	Industrial eight-port switch, Layer 2 PoE switch with a silent, fanless cooling system
1	Category 6 Ethernet Cable - 1000' - Blue
10	Category 6 Modular Plug

Camera & Monitoring Licensing

A total of (34) 1 Year Camera Licenses and (2) 1-year Multisensor Camera Licenses will be provided for all cameras at all sites.

Additionally, (6) 1-year alarm monitoring licensing will be provided to enable 24/7 professional monitoring of camera alarm events across all sites.

QTY	Product Description
34	1-Year Camera License
2	1-Year Multisensor Camera License
6	1-Year Professional Alarm Monitoring License

Project Summary Cost

Detail	Amount
Camrosa Water District Main Office	\$21,915.00
Conejo Wellfield "GAC"	\$13,775.00
Reservoir 1B	\$26,385.00
Diversion Site	\$14,635.00
Round Mountain Water Treatment Plant	\$32,355.00
Lynnwood Dr. Water Well	\$16,940.00
1-Year Camera & Monitoring Licensing	\$15,140.00
Project Total	\$141,145.00

Clarifications

Pacific Low Voltage warranties work completed as a result of installation defect for 1 year

LAN Equipment includes 1 year manufacturer warranty

Verkada Equipment includes 10 year manufacturer warranty

Verkada standard terms and conditions apply

Central Station Alarm Monitoring is provided directly from Verkada

Alarm work performed by PLV is regulated by the CA Bureau of Security and Investigative Services

All low voltage communication cabling, installation, and termination included as required to SOW

Exclusions

Plan check, permit & inspection fees

Any and all items not listed in proposal

Afterhours, Holiday, or Weekend Work

PoE Data Network Switches unless otherwise listed

Power for camera equipment at the Reservoir 1B Tank site

Client to provide internet connection at each site

Client to provide a suitable location for Equipment Racks as required

Client to provide 120 Volt electrical outlets as required

Any existing cabling to be re-used is expected to be in good working condition Ongoing

remote support and monitoring to be provided by Verkada

Guarantee of merchantability or fitness that the system or services is designed to detect or prevent

Agreement Sum and Payment Schedule

The Client agrees to pay Pacific Low Voltage (PLV) for material and performance of the project work, in the sum of: \$141,145.00

Work will be invoiced for material ordered and periodic draw requests based on percentage of the work completed and/or materials stored on-site per the following schedule:

20% Due upon completion of configuration of equipment

20% Due upon licensing being applied to organization account

10% Due upon completion of Main Office Install

10% Due upon completion of Conejo Wellfield

10% Due upon completion of Reservoir 1B

5% Due upon completion of Diversion

15% Due upon completion of Round Mountain

5% Due upon completion of Lynnwood Dr. Well

5% Due upon completion of project

Client shall make all payments within 30 business days from the date of invoice. If the Client does not make timely payments in accordance with this agreement, PLV will not be required to proceed with the work and will stop work. PLV may keep the project idle until all payments due are received. Any payments not received within 30 days will be deemed late and subject to a late fee equal to 1.5 percent per month of the outstanding unpaid amount.

Installation

PLV shall sell and install, or cause to be installed, the equipment described in the SOW and equipment list, unless specifically excluded or provided by others. The equipment described shall be installed at the Client's Premises identified above. Client will permit PLV to enter the Premises to install the System and provide uninterrupted access. Client is to approve the locations where the System devices will be placed. PLV will attempt to conceal all wires, but the existing structure may require some of the wires to be visible. PLV is authorized to make any preparation such as drilling holes, driving nails, making attachments, or any other changes necessary for installation or service of the System.

Changes in Work

Should the Client direct any modifications, addition, or deletion to the work covered by this agreement, the agreement price and schedule shall be adjusted accordingly. Modifications, additions or deletions to the work shall be executed only when both the Client and PLV have signed a Change Order. Change Orders will be invoiced in full upon execution of Change Order and payment is due upon receipt of invoice, prior to work being completed.

Hazards

Before installation begins, the Client must inform PLV where not to drill or expose due to pipes, wires, equipment, or hazardous materials. Unless so informed, PLV will decide where to drill holes and install equipment. PLV will use reasonable care to avoid concealed items. All costs to repair or replace pipes, wires, equipment, walls, ceilings, floors, or furnishings shall be Client's sole responsibility.

Allowances

If the Agreement price includes allowances, and the cost of performing the work covered by the allowance is less or more than the allowance, the Agreement price shall be decreased or increased accordingly.

Plans and Specifications; Purchase Order

If the System is to be installed or replaced according to Client's plans and specifications, Client shall pay for all costs incurred for any work necessitated by errors in the plans provided. If there is any conflict between this Agreement and Client's purchase order or other document delivered to PLV, this Agreement will govern, whether the purchase order or document is prior or subsequent to this Agreement.

Authorities Having Jurisdiction

Client shall be solely responsible for all costs necessitated by changes in the regulations or standards of any authority having jurisdiction, including the interpretation of the regulations and standards. Client shall promptly pay PLV for the cost of any modifications to the work under this Agreement that may be requested by the owner of the Premises if Client is not the owner, or any authorities having jurisdiction, including building and safety departments, State Fire Marshall, local fire or electrical departments, insurance companies, homeowners associations, or any other federal, state, or local agency.

Delays

PLV agrees to start and diligently pursue the work described in this Agreement through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits, extra work ordered by Client, inability to secure material through regular recognized channels, failure of Client to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or other causes beyond PLV's reasonable control.

Photo Use

PLV and all persons employed or engaged by PLV have the right to photograph the work area before, during, and after the agreed work. PLV has the right to use photographs of the work, as long as the address or location of the work cannot be determined from the photographs. No personal names or addresses of subjects of photographic materials will be displayed or disclosed without prior approval by Client.

Acceptance of Installation

Any error or omission in the design, construction, or installation of the System must be brought to PLV's attention in writing within 30 days after completion of installation. Upon the expiration of 30 days, the installation shall be deemed to be totally satisfactory to and accepted by Client.

Default

Any of the following shall constitute Client default under this Agreement: 1) failure to pay any amount provided in this Agreement within 30 days after the same is due; or 2) failure to perform any other obligations under this Agreement within 10 days after written request. If Client defaults, PLV shall have the right to discontinue all services upon 7 days' written notice to Client, to accelerate and recover PLV's recovery be limited to payment for work that has been completed.

Licenses

- A. Contractors' State License Board (CSLB) / Low Voltage C-7 - PLV is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors. Any questions concerning a contractor may be referred to the Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.
- B Alarm Company Operator - PLV is licensed and regulated by the State of California, Department of Consumer Affairs, Bureau of Security and Investigative Services, Sacramento, California 95814.

Notice to Cure

Before any action or arbitration can be brought by Client against PLV for any alleged installation defect or default under this Agreement, Client must provide written notice to PLV and an opportunity to cure. The written notice must specifically identify the nature and location of any claimed installation defects and/or defaults that are under the Agreement.

Attorney Fees

If either party becomes involved in litigation or arbitration arising out of this agreement/contract or the performance thereof, the court or arbitrator in such proceeding, or in a separate suit, shall award attorney fees and costs to the prevailing party. The attorney fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorney fees actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorney fees paid or incurred in good faith.

Limited Warranty

PLV warrants to the Client that all materials and equipment furnished under the Agreement shall be new, of good quality, free from faults and defects unless specified otherwise by the Agreement. PLV hereby warrants its work against all deficiencies and defects for a period of one year. Any defective work or pickup work shall be corrected immediately upon discovery. This Limited Warranty does not include batteries, alarm screens, film or storage media, hard drives, or other disposable items. This Limited Warranty does not apply to any equipment not installed by PLV. Warranty service shall be provided Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 4:30 p.m. Emergency service is available at all other times at our standard labor rate. This Limited Warranty will be terminated immediately, and will be of no force or effect, if anyone other than an authorized company representative attempts the repair, service, or modification of any portion of the System. PLV shall not be responsible for loss or damage while the System is under repair or is awaiting parts.

Notices

All notices regarding this Agreement shall be in writing and may be served by personal delivery, or by certified mail, return-receipt requested, with postage prepaid, to the addresses set forth in this Agreement or to any other address provided by one party to the other from time to time in writing.

Indemnification; Subrogation

PLV's Indemnity Obligation. To the fullest extent permitted by law, PLV shall indemnify, defend and hold harmless Client from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from installation of the equipment and performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of PLV, a contractor or anyone directly or indirectly employed by them.

Entire Agreement

This Agreement between the parties including Camrosa Water District’s standard terms and conditions are part of the entire agreement. In the event of a conflict between the PLV terms and conditions and the Camrosa terms and conditions, the Camrosa terms and conditions govern. No other agreements, representations, or warranties, express or implied, oral or written, have been made by any party to the other with respect to this Agreement. All prior and contemporaneous conversations, negotiations, and warranties are not relied upon and are waived. This Agreement is intended to supersede and replace all prior oral or written agreements or understandings between the parties. This is an integrated agreement. This Agreement cannot be modified, altered, or amended unless done so in writing and signed by authorized representatives of both parties.

Enforceability; Waiver of Breach

If any part of this Agreement is deemed void, unenforceable, or invalid, the remaining portions of the Agreement shall be and remain enforceable, and in full force and effect. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

Acceptance of Agreement and Terms

The prices, specifications, and conditions in this Agreement are satisfactory. Client understands, approves, and accepts this Agreement. This Agreement shall not be binding upon PLV unless it is approved in writing by an authorized company officer. This agreement must be accepted within 10 days from the date on its face, or PLV may withdraw it.

Pacific Low Voltage:

CA License #984173 / ACO#7715

Client:

Camrosa Water District

By

Nick Semolich, President

Date

By (Signature)

Name , Title

Date

Board Memorandum

July 13, 2023

To: General Manager

From: Joe Willingham, I.T. & Special Projects Manager

Subject: Renewal of Geographical Information Systems (GIS) Contracted Services and Amendment of Service Connections GPS Inventory Agreement

Objective: Renew GIS Contracted Services and amend the existing Service Connections GPS Inventory agreement with ZWorld.

Action Required: Authorize the General Manager to:

- 1) Renew an annual agreement and issue a purchase order with ZWORLD GIS in an amount not to exceed \$54,000.00 for GIS Services and Tasks.
- 2) Amend the agreement and issue a purchase order with ZWORLD GIS for Service Connections GPS Inventory not to exceed \$25,200.00.

Discussion: In July 2022, the board approved outsourcing of GIS services with ZWorld for a period of one year. Staff indicated that at the expiration of the contract, an evaluation would be made based on performance, as whether to renew the contract for an additional year. Staff is pleased to report, ZWorld's performance in providing GIS services to the district has been excellent. These services have included:

- Migration of GIS data from NAD27 to NAD83 geodetic referencing system.
- GIS Maintenance/Program Support – Maintenance of the District's online and on-premise GIS environments.
- GIS Application Support – ArcGIS Desktop, ArcGISPro, Collector, FieldMaps, and 3rd party apps (Workflow Management, DigSmart/DigAlerts)
- Mapping Support – Staff reports, publications & documents, project plans, media presentations as needed.

Additionally in October 2022, the board approved a second agreement with ZWorld, in the amount of \$45,000.00, to expedite inventorying of potable and non-potable service nodes which provide hi-resolution geographical (latitude and longitude) coordinates for each customer water meter location. While this effort could have been performed through the July 2022 agreement, staff deemed the effort important enough to be performed in parallel, without taking away from the other tasks listed above.

While ZWorld originally estimated that approximately 5,300 out of a total of 8,500 service nodes would need to be re-inventoried, it was later determined that the existing accuracy of the remaining 3,200 service nodes was inadequate. Therefore, ZWorld has provided an amended quote to expedite inventory of the remaining 3,200 service nodes.

This is a line item in the approved FY2023-24 budget.

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: ZWORLD GIS
27 West Anapamu Street Suite 191
Santa Barbara, CA 93101

DATE: July 1, 2023
Agreement No.: 2024-60

The undersigned Consultant offers to furnish the following: GIS Support Services per proposal dated June 19, 2023 (attached).

Contract price \$: Not to exceed \$54,000 annually per proposal.

Contract Term: July 1, 2023 – June 30, 2024

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: ZWORLD GIS

By: _____
Tony L. Stafford

By: Zacharias Hunt
Zacharias Hunt

Title: General Manager

Title: GIS Manager

Date: _____

Date: 06/19/2023

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. **Indemnification:** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. **Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. **Coverage:** Coverage shall be at least as broad as the following:
 1. **Commercial General Liability (CGL) -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability -** (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance -** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. **Professional Liability -** (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 6. **Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions),** with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- d. **If Claims Made Policies:**
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- b. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.

CAMROSA WATER DISTRICT
GIS SUPPORT SERVICES

June 19, 2023



Submitted to:

Joe Willingham
Information Technology Manager
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Submitted by:

ZWORLD GIS
27 West Anapamu Street Suite #191
Santa Barbara, CA 93101
Tel 805.448.1726
info@zworldgis.com

June 19, 2023

Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Re: GIS SUPPORT SERVICES

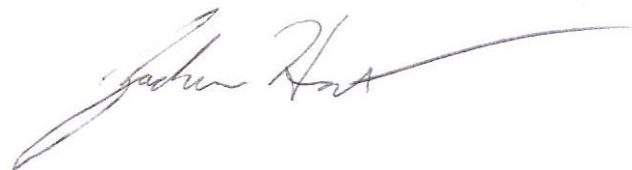
ZWORLD GIS is honored to provide a solution for the District's need for ongoing GIS Support. The attached submittal contains details on the GIS Support Services we provide and the particular approach we have designed for the District's GIS Program. The Camrosa Water District having developed GIS data within its various operations identifies the need for ongoing GIS Support Services for all District Mapping/GIS needs.

The Camrosa Water District has identified the need to continue deploying GIS solutions and maintain GIS data in support of the various operations within the District. These tasks include: GIS data development, GIS data maintenance, GIS application support, Mapping support, and District GIS program support. ZWORLD GIS works with supporting the Esri Products and Applications the District has in place, and can provide a cost effective solution for providing core functions and tasks for ongoing District GIS support.

ZWORLD GIS has proposed staff supplement services that provide a solution that addresses the immediate tasks of the District, while providing a solution for on-going support for maintenance of the GIS data and applications that provide the District with business GIS data that is updated and reliable for operational use. The fixed cost of the proposed contract services and not to exceed is \$54,000 for the annual on-going support of the District GIS.

Thank you for the opportunity to provide you with this proposal. ZWORLD GIS would welcome any opportunity to meet with District officials to discuss any District specific questions related to this proposal. We understand the importance of this project to the District and the local community. We look forward to talking with you at your convenience.

Sincerely,



Zacharias Hunt, MPA
Project Manager
ZWORLD GIS



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About ZWORLD GIS



GEOSPATIAL INFORMATION SYSTEMS

- Mapping**
- Needs Assessment & Strategic Planning**
- GIS Data Development**
- GIS Training**
- GIS Database Design & Development**
- GIS Application Development**
- Systems Integration**
- Project Management**
- Staff Supplement**
- Emergency Preparedness**

"Zacharias is highly expertised in GIS, but never ceases the exploration of new techniques and applications. He's got that rare capability to take control of the details while remaining flexible and creative, and always with the customer foremost in mind." - Lauren Moore, County of Santa Barbara

As a one of the leading service providers of geospatial data products and services in the Santa Barbara/Ventura region, we are cognizant of the crucial role that such information and technology plays in key decisions at all levels of government. ZWORLD GIS is committed to the highest quality and technical standards in this industry, and to supplying decision makers with reliable, accurate information that empowers decision making. This commitment is what sets ZWORLD GIS above others in the industry.

Our goal has been to combine cutting-edge technology with a team of key technical personnel with impressive career achievements and extensive experience in the field of Geospatial Technology and Mapping. ZWORLD GIS will be utilizing the latest approaches and best practices developed in the industry. ZWORLD GIS draws upon the 25 years of experience deploying GIS services, which included developing a GIS Strategic Plan for the County of Santa Barbara as well as the Channel Islands Regional Geographic Information System Collaborative. Being familiar with asset management, mobile field applications, engineering and design processes, legal policies and procedures, and GIS solutions, ZWORLD GIS is uniquely qualified to produce GIS data that is realistic and will assist with achieving business success for the Camrosa Water District.

ZWORLD GIS is a GIS consulting business located in Santa Barbara, California. We provide GIS services and solutions to both private and public organizations. ZWORLD GIS is an Environmental Systems Research Institute, Inc. (ESRI) centered business utilizing the ESRI suite of desktop, database, web, mobile and cloud product solutions and integration strategies related to geospatial data. We support small business needs of basic GIS data development, analyses, and cartographic needs, as well as large scale organizations that require enterprise advanced solutions to capture, store and disseminate information through a variety of application types and portals. With over 25 years of experience in the geospatial technology industry, ZWORLD GIS understands today's business needs within local government and municipalities. Whether the focus is on infrastructure and utility management, planning and land use, law enforcement, environmental and natural resource, emergency preparedness, or public safety, ZWORLD GIS has the experience and resources to meet your challenges with cost effective and scalable GIS solutions.

Background

The Camrosa Water District, organized under the California Water Code, was established on July 24, 1962. Construction of the initial waterworks facilities occurred from 1966 through 1969, and this installation forms the backbone of the potable water system in place today. The District's first customers were ranchers who took delivery of imported water directly from the newly constructed Calleguas pipeline that traversed the area. From these few irrigation customers in the sixties, the potable water distribution system has expanded steadily to serve approximately 35,000 residents, more than 3,000 acres of agriculture, and a host of businesses and light industry.

In 1981, potable water service was extended to the Camarillo State Hospital, and the District assumed the hospital's wastewater treatment plant. When first constructed in 1930, the wastewater plant was the first full-scale bio-filtration plant in the world. In 1997, the plant was rebuilt and expanded to a 1.5 million gallons per day (water reclamation facility). The CWRF, as it is known, produces tertiary-treated recycled water for irrigation use at California State University Channel Islands (CSUCI), the entity that inherited the hospital campus after it was closed in 1997.

In 1991, Camrosa's service area, like all of California, was in the midst of a severe drought. Imported water for agricultural use had diminished and groundwater levels were dropping. Treated wastewater from the City of Thousand Oaks's Wastewater Treatment Plant along Conejo Creek was envisioned to be a long-term solution to local shortages, and in 2002 construction was completed on the Conejo Creek Diversion Project, designed to provide 10,000 acre-feet a year of new non-potable surface water to meet irrigation needs. The area served by non-potable water has gradually increased to include deliveries to agricultural use in the Pleasant Valley County Water District (PVCWD) service area, to agricultural irrigators in the lower elevations of Santa Rosa Valley, and to community landscape areas in Leisure Village.

In 2014, after nearly a decade of planning, Camrosa completed construction on the Round Mountain Water Treatment Plant, a desalination facility that treats brackish (very salty) groundwater to drinking water levels. This desalter produces a million gallons of drinking water a day, offsetting about ten percent of the water Camrosa was importing when the plant came online. Camrosa

received \$2.3 million in state grant funding to help pay for this facility.



CAMROSA WATER DISTRICT

Incorporation Date: 1962

District Size: .31 sq. miles

DISTRICT PROGRAMS

The five District Departments include:

[Customer Accounts and Billing](#)

[Engineering and Operations](#)

[Finance](#)

[Water Resources and Regulatory Compliance](#)

The District serves more than 30,000 people and delivers more than 14,400 acre-feet of water each year. Camrosa delivers potable water, non-potable surface water and water reclaimed at its Water Reclamation Facility.

Wastewater collection services are provided in the central portion of the District and to CSUCI and County of Ventura.



Significance of Project

A District GIS can provide a framework for organizing data from many sources that relate to the District strategy development. GIS, with its data integration and visualization capabilities that foster collaboration, is the natural vehicle for an intra-organizational and interagency development of strategic plans. GIS improves operational response by centralizing data in many formats and from many sources and integrating it with other technologies such as web map applications. In addition, improved workflows create efficiencies in the decision making capability. A District GIS can strengthen the success of achieving and supporting many of the tasks and goals the District has established. In particular, the following tasks and goals can achieve a positive impact from GIS:

District Goals
To meet the current and future needs for water and sanitary services

District Goals
To deliver high quality products that are reliable, affordable and responsive

District Goals
To prudently manage and maintain the District’s assets, and finally

District Goals
To maintain public awareness and confidence and honor the public’s trust

Scope of Work – Mapping/GIS Services

GIS Data Development

This task will entail generating new GIS data from past databases for past calls and incidents on an internal Web Map. ZWORLD GIS is experienced with the necessary techniques needed to adequately capture the new GIS data and successfully create corresponding attribute (tabular) information. Either importing the scanned document and georeferencing for a digitizing process or projecting the correct vector data, ZWORLD GIS will create the new GIS format data, making it ready for applications and maps.

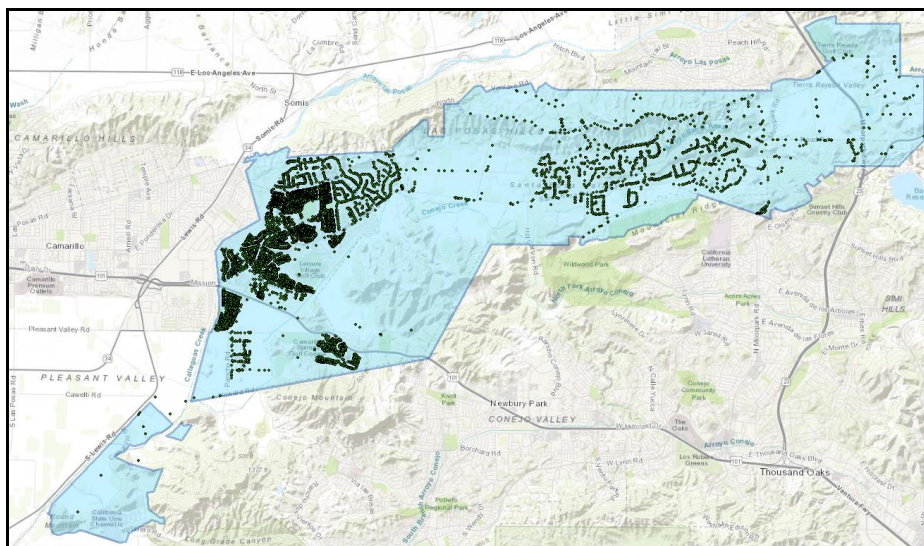
ZWORLD GIS can also generate new GIS data from using other source resources. If aerial imagery meets the agencies positional requirements, then structures that are photo-identifiable can be digitized. Survey documents that contain Coordinate Geometry (COGO) information, such as distance and bearings of pipes, can be used to develop the vector GIS data. Tabular data that contains X,Y values such as northing and eastings, or longitude and latitude can be used to position GIS data. GIS data can also be created using a GPS device, occupying the location of the asset in the field.

GIS Data Maintenance

This task will focus on maintaining the GIS data once it has been created and where GIS data needs to be updated based on operational changes. This task ensures that the data is kept current and provides the most up to date information is available to staff and application users. ZWORLD GIS will become the data steward of the District GIS data maintaining both new assets and modifying existing features. ZWORLD GIS will be working closely with District staff to perform the required edits to features and attributes.

GIS Application Support

This task will provide support for Web Map applications for staff to track and analysis previous site data, system assets and base district data. An additional Web Map for the Public can be developed and, limited data just for public need can be shown.



Mapping Support

ZWORLD GIS can assist with providing custom mapping and cartographic images for:

- Staff Reports
- Publications & Documents
- Project Plans
- Operational meetings
- Public Sessions & Media Presentation

District GIS Program Support

ZWORLD GIS will work closely with staff to make sure that all of the various operations and resources that integrate with GIS are supported and maintained. This includes

ZWORLD GIS can assist with providing custom mapping and cartographic images for:

- Esri ArcGIS Online Organization Account
 - Web Map Applications
 - Users and Roles
 - Field Mobile Applications
 - Data Publishing and Services
 - Dashboard & Story Map Integrations
- Esri ArcGIS Enterprise Server
 - Rest URL Services
 - Geodatabases
- Esri Desktop Licenses
- District Esri User Accounts
- District Mapping Products
 - Atlas Maps
 - Wall Maps
- GPS Field Collection
 - On-Site Field collection of District Assets



Cost and Schedule

It is proposed that the services involved in the scope of work be conducted by ZWORLD GIS staff as shown on the following page. ZWORLD GIS will be the primary contractor for the proposed scope of work. Deliverables from GIS Professional Services is proposed at an annual cost and not to exceed \$54,000, and all work under this proposal would be invoiced monthly. Services could be started immediately.

Camrosa Water District– GIS Support Services

Annual GIS Support Cost: \$54,000

Total GIS Support	\$54,000
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Support Team

Zacharias Hunt
Project Manager



Overview

Mr. Hunt is the founding principal of ZWORLD GIS. He has been working in the GIS/Mapping and local government industry since 1999 and holds a Master's degree in Public Administration as well as a Bachelor Degree in Geography. Mr. Hunt also has certification in the use of Global Positioning Systems (GPS) from Ventura College, California. Mr. Hunt has been involved in all aspects of deploying GIS for local government special districts. As the Geographic Information Officer (GIO) for Santa Barbara County, Mr. Hunt managed all aspects of a County Enterprise GIS program which included: developed and implemented a County GIS Strategic Plan; managed GIS web based applications for both internal County staff as well as the public; implemented GIS policy and standards; participated in annual budgeting and procurement process for GIS; developed sustainable GIS revenue opportunities; recruited and trained GIS staff; managed the County GIS Internship program; and coordinated GIS based systems for the County Office of Emergency Services (OES). Mr. Hunt also participates with the Channel Island Regional GIS Collaborative, and served as President from 2010-2016.

Education & Qualifications

- Masters of Science Degree – Public Administration, California State University of Northridge, 2011
- Bachelor of Arts Degree – Geography, University of California, Santa Barbara, 1999

Career Experience

Owner, ZWORLD GIS
June 2011 – Present

CIRGIS President, CIRGIS Collaborative
Mar. 2010 – Jan. 2016

Geographic Information Officer (GIO), Santa Barbara County, CA
Feb. 2007 – June 2011

Public Works GIS Supervisor, Santa Barbara County, CA
Aug. 2004 – Feb. 2007

Lead GIS Analyst, Nellis Air Force Base (USAFE Geobase)
Feb. 2004 – Aug. 2004

Public Works GIS Analyst, Santa Barbara County, CA
Apr. 2000

QUICK FACTS

Previously Managed Projects:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

VENTURA RIVER WATER DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

MONTECITO WATER DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * System Valves
- * Fire Hydrants
- * Pressure Zones

CITY OF SOLVANG

Developed new City Water GIS system which included:

- * Water Pipe Mains / Laterals
- * System Valves
- * Fire Hydrants
- * Pressure Zones

Support Team

Gavin Leavitt
GIS Analyst



QUICK FACTS

Recent Projects:

CITY OF SALINAS

Handled city employee, contractor, and public requests for spatial data, maps, and web applications using a variety of formats. Built out the City Sanitary Sewer and Storm Drain system GIS datasets using historic engineering plans. Built City Sewer Utility Network for ArcMap.

Published ArcGIS for Server:

- * WFS
- * WMS
- * Geoprocessing Services
- * Feature Services

GOLETA STORM DRAIN GIS

Developed advanced GIS data for the City of Goleta Storm Drain system which included creating system GIS layers from field GPS collection and as-built research.

- * Inlets
- * Outlets
- * Maintenance Holes
- * Surface Drainage
- * Underground Drainage

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

Overview

Mr. Leavitt is the lead GIS Analyst of ZWORLD GIS. He has been working in the Geospatial Science Industry and assisting with local government agencies since 2015 and holds a Bachelor of Science degree in Marine Sciences and a Master of Science Degree in Applied Marine Science from California State University, Monterey Bay. Mr. Leavitt also has obtained certifications in the use of Esri GIS Desktop software, and is qualified on mapping grade GPS collection processes in the field. Mr. Leavitt is also a UAV Operator with a Part 107 Certified Remote Commercial Pilot license. Mr. Leavitt has been involved in the many aspects of mapping and data development of GIS for local government and special district agencies. As the Geospatial Information Systems Analyst for ZWORLD GIS, Mr. Leavitt provides core functions of a GIS data development project which can include developing a technical strategy for data creation; development of GIS data with advanced digitization techniques; create accurate and reliable data from field collection using GPS equipment; integrate GIS data into various third party databases systems; and produce final data reports describing technique, statistical analysis, and metadata documentation. Mr. Leavitt also assists in supporting Web Map applications for agencies that need a common tool to use for all staff. Mr. Leavitt enables agencies by preparing custom training guides for on-site training sessions so staff become more aware of the functionality of the GIS Web Map application deployed by their organization, as well as maintaining core base data for each application to ensure that the GIS is kept relevant and reliable.

Education & Qualifications

- Masters of Science Degree – Applied Marine Science, California State University, Monterey Bay, 2017
- Bachelor of Science Degree – Marine Sciences, California State University, Monterey Bay, 2015
- UAV Operator – Part 107 Certified Remote Commercial Pilot License

Career Experience

GIS Analyst, ZWORLD GIS
December 2020 – Present

GIS Technician, City of Salinas
January 2017 – July 2020

Research Assistant, Monterey Bay Aquarium Research Institute
June 2016 – November 2016

Support Team

Caroline Conrad
GIS Technician



QUICK FACTS

Recent Projects:

COUNTY OF SANTA BARBARA TRANSPORTATION DIVISION

Assist with the design and development of the major capital assets for the County Transportation Division to include into the GIS system in support of their various operations and staging for an enterprise asset management program. Critical GIS assets included:

- * **Street Signs**
- * **Storm Water Infrastructure**
- * **Maintained Road System**

GOLETA SANITARY DISTRICT

Developed advanced GIS data for the District which included creating a custom indexing layer for the entire Easement library, as well as produce cartographic operational maps for the District field staff.

The GIS support services included:

- * **As-Built / Record Drawing Index**
- * **Integration to Mobile Web Map**
- * **Update District GIS Data**

CITY OF BUELLTON

Created & upgraded the GIS data for the City Water system which included:

- * **Water Pipe Mains / Laterals**
- * **Water Meters**
- * **System Valves**
- * **Fire Hydrants**
- * **Pressure Zones**

Overview

Ms. Conrad is the lead GIS Technician of ZWORLD GIS. She has been working in the Geospatial Science Industry and assisting with local government agencies since 2019 and holds a Bachelor of Arts degree in Geography/GIS from the University of California, Santa Barbara. Ms. Conrad also has obtained certifications in the use of Esri GIS Desktop software, and is qualified on mapping grade GPS collection processes in the field. Ms. Conrad has been involved in the many aspects of mapping and data development of GIS for local government and special district agencies. As the Geospatial Information Systems Technician (GIST) for ZWORLD GIS, Ms. Conrad provides core functions of a GIS data development project which can include developing a technical strategy for data creation; development of GIS data with advanced digitization techniques; create accurate and reliable data from field collection using GPS equipment; integrate GIS data into various third party databases systems; and produce final data reports describing technique, statistical analysis, and metadata documentation. Ms. Conrad also assists in maintaining core base data for each client application to ensure that the GIS is kept relevant and reliable.

Education & Qualifications

- Bachelor of Arts Degree – Geography, University of California, Santa Barbara, June 2019

Career Experience

GIS Technician, ZWORLD GIS
January 2022 – Present

GIS Technician, Santa Barbara County Fire
October 2021 – February 2022

Technical Contractor, US Geological Survey
June 2019 – January 2022

Operations Coordinator, University of California, Santa Barbara
September 2018 – June 2019

References

City of Solvang, California



Company Address: 411 Second Street, Solvang CA 93463
Contact Phone: 805.588.4424
Contact Person: Mike Matthews
Date: 2011-Current

Goleta Sanitary District, California



Company Address: 1 Moffett Place, Goleta, CA 93117
Contact Phone: 805.760.4426
Contact Person: Luis Asorga
Date: 2015-Current

City of Goleta, California



Company Address: 130 Cremona Drive, Goleta, CA 93117
Contact Phone: 805.618.5768
Contact Person: Andrea Dransfield
Date: 2013-Current

Montecito Water District, California



Company Address: 583 San Ysidro Road, Montecito, CA 93108
Contact Phone: 805.969.2271
Contact Person: Adam Kanold
Date: 2013-Current

City of Carpinteria, California



Company Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013
Contact Phone: 805.684.5405
Contact Person: John Ilasin
Date: 2015-Current

Ventura River Water District, California



Company Address: 409 Old Baldwin Rd, Ojai, CA 93023
Contact Phone: 805.646.3403
Contact Person: Bert Rapp
Date: 2019-Current

County of Santa Barbara, Public Works Department – Transportation Division



Company Address: 123 East Anapamu Street, Santa Barbara, CA 93101
Contact Phone: 805.896.6296
Contact Person: Kurt Klucher
Date: 2011-Current

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: ZWORLD GIS
27 West Anapamu Street Suite 191
Santa Barbara, CA 93101

DATE: July 13, 2023
Agreement No.: 2023-87 Amend #1

The undersigned Consultant offers to furnish the following: Service Connections GPS inventory per proposal dated September 30, 2022 (attached).

Phase Two Service Connection Field inventory per proposal dated June 19, 2023 (attached).

Contract price \$: \$45,000 per proposal dated September 30, 2022
\$25,200 Phase Two per proposal Amend #1
Total not to exceed \$70,200

Contract Term: October 27, 2022 – June 30, 2023
July 13, 2023 – June 30, 2024 Amend #1

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: ZWORLD GIS

By: _____
Tony L. Stafford

By: Zacharias Hunt
Zacharias Hunt

Title: General Manager

Title: GIS Manager

Date: _____

Date: 06-27-2023

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. **Indemnification:** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. **Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. **Coverage:** Coverage shall be at least as broad as the following:
 1. **Commercial General Liability (CGL) -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability -** (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance -** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. **Professional Liability -** (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 6. **Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions),** with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- d. **If Claims Made Policies:**
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
- b. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.

- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.

CAMROSA WATER DISTRICT
SERVICE CONNECTION GPS INVENTORY PHASE TWO

June 19, 2023



Submitted to:

Joe Willingham
Information Technology Manager
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Submitted by:

ZWORLD GIS
27 West Anapamu Street Suite #191
Santa Barbara, CA 93101
Tel 805.448.1726
info@zworldgis.com

June 19, 2023

Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Re: SERVICE CONNECTION GPS INVENTORY PHASE TWO

ZWORLD GIS is honored to provide a solution for the District's need for ongoing GIS Support. The attached submittal contains details on the GIS Support Services we provide and the particular approach we have designed for collecting the remaining Service Connections for the Potable and Non-Potable systems. The Camrosa Water District having previous consultants collect service connections, identifies the need to complete the GPS location of these assets.

The Camrosa Water District has invested in the positional accuracy of its assets for Potable and Non-Potable systems. Previous efforts delivered a variety of positional accuracy and completeness, and Camrosa would like to finish the effort by collecting the remaining service connections with high precision GPS equipment in a short collection time.

ZWORLD GIS proposes collecting the remaining service connections for the Potable and Non-Potable systems, which will complete the goal of having positional accuracy for these assets of the respected systems. ZWORLD GIS estimates collecting an additional 3,650 service connections within a three-month collection window, with a sub-foot target accuracy and a maximum tolerance of +/- 1 foot.

Thank you for the opportunity to provide you with this proposal. ZWORLD GIS would welcome any opportunity to meet with District officials to discuss any District specific questions related to this proposal. We understand the importance of this project to the District and the local community. We look forward to talking with you at your convenience.

Sincerely,



Zacharias Hunt, MPA
Project Manager
ZWORLD GIS



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About ZWORLD GIS



GEOSPATIAL INFORMATION SYSTEMS

- Mapping**
- Needs Assessment & Strategic Planning**
- GIS Data Development**
- GIS Training**
- GIS Database Design & Development**
- GIS Application Development**
- Systems Integration**
- Project Management**
- Staff Supplement**
- Emergency Preparedness**

"Zacharias is highly expertised in GIS, but never ceases the exploration of new techniques and applications. He's got that rare capability to take control of the details while remaining flexible and creative, and always with the customer foremost in mind." - Lauren Moore, County of Santa Barbara

As a one of the leading service providers of geospatial data products and services in the Santa Barbara/Ventura region, we are cognizant of the crucial role that such information and technology plays in key decisions at all levels of government. ZWORLD GIS is committed to the highest quality and technical standards in this industry, and to supplying decision makers with reliable, accurate information that empowers decision making. This commitment is what sets ZWORLD GIS above others in the industry.

Our goal has been to combine cutting-edge technology with a team of key technical personnel with impressive career achievements and extensive experience in the field of Geospatial Technology and Mapping. ZWORLD GIS will be utilizing the latest approaches and best practices developed in the industry. ZWORLD GIS draws upon the 25 years of experience deploying GIS services, which included developing a GIS Strategic Plan for the County of Santa Barbara as well as the Channel Islands Regional Geographic Information System Collaborative. Being familiar with asset management, mobile field applications, engineering and design processes, legal policies and procedures, and GIS solutions, ZWORLD GIS is uniquely qualified to produce GIS data that is realistic and will assist with achieving business success for the Camrosa Water District.

ZWORLD GIS is a GIS consulting business located in Santa Barbara, California. We provide GIS services and solutions to both private and public organizations. ZWORLD GIS is an Environmental Systems Research Institute, Inc. (ESRI) centered business utilizing the ESRI suite of desktop, database, web, mobile and cloud product solutions and integration strategies related to geospatial data. We support small business needs of basic GIS data development, analyses, and cartographic needs, as well as large scale organizations that require enterprise advanced solutions to capture, store and disseminate information through a variety of application types and portals. With over 25 years of experience in the geospatial technology industry, ZWORLD GIS understands today's business needs within local government and municipalities. Whether the focus is on infrastructure and utility management, planning and land use, law enforcement, environmental and natural resource, emergency preparedness, or public safety, ZWORLD GIS has the experience and resources to meet your challenges with cost effective and scalable GIS solutions.

Scope of Work – Service Connections GPS Inventory

Field GPS Collection

This project will entail a site visit for each service connection asset (from the 3,650 remaining connections) within the Potable and Non-Potable systems. Using mapping grade GPS equipment, ZWORLD GIS will collect the GPS coordinates and location for each asset. This will also capture the attributes as documented below in the collection attribute table.



We estimate an amount of 3,650 service connections exist that will need to be visited and GPS collected. Once the field data is collected, it will be post processed using the nearest CORS Base station which will provide a further accuracy adjustment. The final position for each service connection will be within the District standard of plus or minus one-foot horizontal precision. Collection of assets will be conducted in a continuous geographic deployment and ZWORLD GIS will provide monthly Project Reports to the District on the progress of collection. Final data will be provided in the standard GIS data format of a file geodatabase, which is compatible to the current District GIS SDE Server environment. Lastly the final data will be provided in the District new operating projection of NAD83 State Plane Zone V, using Datum 2010.

Field name	Alias	Description	Type of entry*
OBJECTID	OBJECTID	ESRI ID	Natural numbers
CreationDate	CreationDate	Date when report was generated	Date & time
asset_type	Asset Type	It defines if the point is a POC with meter, POC without meter or other asset.	POC with meter, POC NO meter, Other
water_type	Water type:	Type of water system.	Potable, Non Potable, Undetermined
comments	Comments	Comments	Alphanumeric
h_rms	Horizontal Accuracy (m)	Horizontal Accuracy (m)	Rational numbers
v_rms	Vertical Accuracy (m)	Vertical Accuracy (m)	Rational numbers
nsslattitude	Latitude	Latitude	Decimal degrees
longitude	Longitude	Longitude	Decimal degrees
fixeddate	Fix Time	Date & time when coordinates were fixed	Date & time
avg_h_rms	Average Horizontal Accuracy (m)	Average Horizontal Accuracy (m)	Rational numbers
avg_v_rms	Average Vertical Accuracy (m)	Average Vertical Accuracy (m)	Rational numbers
avg_positions	Averaged Positions	Number of positions that average in order to determine final position.	Natural numbers
Feature_ID	ID	Feature identifier	Alphanumeric

Collection Attribute Table

Cost and Schedule

It is proposed that the services involved in the scope of work be conducted by ZWORLD GIS staff as shown on the following page. ZWORLD GIS will be the primary contractor for the proposed scope of work. Deliverables from GIS Professional Services is proposed at a cost and not to exceed \$25,200, and all work under this proposal would be invoiced monthly, and expected to be completed within a six-month timeline.

Camrosa Water District– Service Connections GPS Inventory Phase Two

Service Connection Field Inventory Cost: \$25,200

Total GIS Project Cost	\$25,200
-------------------------------	-----------------

Support Team

Zacharias Hunt
Project Manager



Overview

Mr. Hunt is the founding principal of ZWORLD GIS. He has been working in the GIS/Mapping and local government industry since 1999 and holds a Master's degree in Public Administration as well as a Bachelor Degree in Geography. Mr. Hunt also has certification in the use of Global Positioning Systems (GPS) from Ventura College, California. Mr. Hunt has been involved in all aspects of deploying GIS for local government special districts. As the Geographic Information Officer (GIO) for Santa Barbara County, Mr. Hunt managed all aspects of a County Enterprise GIS program which included: developed and implemented a County GIS Strategic Plan; managed GIS web based applications for both internal County staff as well as the public; implemented GIS policy and standards; participated in annual budgeting and procurement process for GIS; developed sustainable GIS revenue opportunities; recruited and trained GIS staff; managed the County GIS Internship program; and coordinated GIS based systems for the County Office of Emergency Services (OES). Mr. Hunt also participates with the Channel Island Regional GIS Collaborative, and served as President from 2010-2016.

Education & Qualifications

- Masters of Science Degree – Public Administration, California State University of Northridge, 2011
- Bachelor of Arts Degree – Geography, University of California, Santa Barbara, 1999

Career Experience

Owner, ZWORLD GIS
June 2011 – Present

CIRGIS President, CIRGIS Collaborative
Mar. 2010 – Jan. 2016

Geographic Information Officer (GIO), Santa Barbara County, CA
Feb. 2007 – June 2011

Public Works GIS Supervisor, Santa Barbara County, CA
Aug.2004 – Feb. 2007

Lead GIS Analyst, Nellis Air Force Base (USAFE Geobase)
Feb. 2004 – Aug. 2004

Public Works GIS Analyst, Santa Barbara County, CA
Apr. 2000

QUICK FACTS

Previously Managed Projects:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

VENTURA RIVER WATER DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

MONTECITO WATER DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * System Valves
- * Fire Hydrants
- * Pressure Zones

CITY OF SOLVANG

Developed new City Water GIS system which included:

- * Water Pipe Mains / Laterals
- * System Valves
- * Fire Hydrants
- * Pressure Zones

Support Team

Gavin Leavitt
GIS Analyst



QUICK FACTS

Recent Projects:

CITY OF SALINAS

Handled city employee, contractor, and public requests for spatial data, maps, and web applications using a variety of formats. Built out the City Sanitary Sewer and Storm Drain system GIS datasets using historic engineering plans. Built City Sewer Utility Network for ArcMap.

Published ArcGIS for Server:

- * WFS
- * WMS
- * Geoprocessing Services
- * Feature Services

GOLETA STORM DRAIN GIS

Developed advanced GIS data for the City of Goleta Storm Drain system which included creating system GIS layers from field GPS collection and as-built research.

- * Inlets
- * Outlets
- * Maintenance Holes
- * Surface Drainage
- * Underground Drainage

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Created & upgraded the GIS data for the District Water system which included:

- * Water Pipe Mains / Laterals
- * Water Meters
- * System Valves
- * Fire Hydrants
- * Pressure Zones

Overview

Mr. Leavitt is the lead GIS Analyst of ZWORLD GIS. He has been working in the Geospatial Science Industry and assisting with local government agencies since 2015 and holds a Bachelor of Science degree in Marine Sciences and a Master of Science Degree in Applied Marine Science from California State University, Monterey Bay. Mr. Leavitt also has obtained certifications in the use of Esri GIS Desktop software, and is qualified on mapping grade GPS collection processes in the field. Mr. Leavitt is also a UAV Operator with a Part 107 Certified Remote Commercial Pilot license. Mr. Leavitt has been involved in the many aspects of mapping and data development of GIS for local government and special district agencies. As the Geospatial Information Systems Analyst for ZWORLD GIS, Mr. Leavitt provides core functions of a GIS data development project which can include developing a technical strategy for data creation; development of GIS data with advanced digitization techniques; create accurate and reliable data from field collection using GPS equipment; integrate GIS data into various third party databases systems; and produce final data reports describing technique, statistical analysis, and metadata documentation. Mr. Leavitt also assists in supporting Web Map applications for agencies that need a common tool to use for all staff. Mr. Leavitt enables agencies by preparing custom training guides for on-site training sessions so staff become more aware of the functionality of the GIS Web Map application deployed by their organization, as well as maintaining core base data for each application to ensure that the GIS is kept relevant and reliable.

Education & Qualifications

- Masters of Science Degree – Applied Marine Science, California State University, Monterey Bay, 2017
- Bachelor of Science Degree – Marine Sciences, California State University, Monterey Bay, 2015
- UAV Operator – Part 107 Certified Remote Commercial Pilot License

Career Experience

GIS Analyst, ZWORLD GIS
December 2020 – Present

GIS Technician, City of Salinas
January 2017 – July 2020

Research Assistant, Monterey Bay Aquarium Research Institute
June 2016 – November 2016

References

City of Solvang, California



Company Address: 411 Second Street, Solvang CA 93463
Contact Phone: 805.588.4424
Contact Person: Mike Matthews
Date: 2011-Current

Goleta Sanitary District, California



Company Address: 1 Moffett Place, Goleta, CA 93117
Contact Phone: 805.760.4426
Contact Person: Luis Asorga
Date: 2015-Current

City of Goleta, California



Company Address: 130 Cremona Drive, Goleta, CA 93117
Contact Phone: 805.618.5768
Contact Person: Andrea Dransfield
Date: 2013-Current

Montecito Water District, California



Company Address: 583 San Ysidro Road, Montecito, CA 93108
Contact Phone: 805.969.2271
Contact Person: Adam Kanold
Date: 2013-Current

City of Carpinteria, California



Company Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013
Contact Phone: 805.684.5405
Contact Person: John Ilasin
Date: 2015-Current

Ventura River Water District, California



Company Address: 409 Old Baldwin Rd, Ojai, CA 93023
Contact Phone: 805.646.3403
Contact Person: Bert Rapp
Date: 2019-Current

County of Santa Barbara, Public Works Department – Transportation Division



Company Address: 123 East Anapamu Street, Santa Barbara, CA 93101
Contact Phone: 805.896.6296
Contact Person: Kurt Klucher
Date: 2011-Current

Board Memorandum

July 13, 2023

To: General Manager

From: Terry Curson, District Engineer

Subject: **Public Works Contract Inspection Services**

Objective: Outsource construction inspection services.

Action Required: It is recommended that the Board of Directors authorize the General Manager to enter into an agreement and issue a purchase order with Cannon Corporation, in an amount not to exceed \$249,988.00, for on-call inspection services.

Discussion: In June 2021, the Board authorized the General Manager to negotiate and contract for inspection services that was followed-up with an extension through the end of FY2022-23. This contractual arrangement has worked out well and staff recommends continuing these services on an annual basis through the end of FY2023-24.

The District has an extensive workload in place with several projects underway and more projects expected after the completion and adoption of the Master Plan. These projects require observation and inspection to ensure projects are built in accordance with the contract plans, specifications, and District Standards. Below are a few projects in progress:

- Effluent Pond Rehabilitation
- TCP Plant
- University Well Rehabilitation
- Pleasant Valley Well No. 2 Facility
- Street valve and manhole raising
- CamSprings Waterline Replacement
- AG 3 Tank Replacement
- Shea Homes Development
- Camino Ruiz Development

The not-to-exceed amount in Cannon's proposal is based on part-time status; the District will adjust the inspector's hours week-to-week based on the current workload. For the FY2022-23 budget year, of the 2000 hours budgeted, Cannon's inspection staff only worked 615 hours.

California Public Contract Code requires that contracted construction inspectors assigned to public work's projects be paid at the prevailing rate established by the Department of Industrial Relations. Projects not directly classified as public works, such as residential developments, can be paid at a non-prevailing wage rate.

Cannon submitted a fee schedule as follows and is compared to last fiscal year's rate:

Job Description	Wage Classification	FY2022-23 Rate/Hr.	FY2023-24 Rate/Hr.
Project Inspector II	Non-Prevailing Wage	\$136.00	\$136.00
Project Inspector II	Prevailing Wage	\$145.00	\$155.00

The rate includes the consultant's burden, insurance, vehicle, and mileage costs. The District Engineer will be the point of contact for the contract inspector and will coordinate capital, development, and operational projects, as needed, as well as oversee and manage the inspector's time and wage classifications payments.

Funding is available from the District's Operations Budget and has been specifically budgeted in Fiscal Year 2023-24.

**Camrosa Water District
7385 Santa Rosa Rd.
Camarillo, CA 93012
Telephone (805) 482-4677 - FAX (805) 987-4797**

Some of the important terms of this agreement are printed on pages 2 through 3. For your protection, make sure that you read and understand all provisions before signing. The terms on Page 2 through 3 are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: Cannon Corporation
1050 Southwood Drive
San Luis Obispo, CA 93401

DATE: July 13, 2023

Agreement No.: 2024-61

The undersigned Consultant offers to furnish the following: on-call construction inspection and general engineering support services on an as-needed basis.

Contract price \$: Per construction management and inspection rates (attached0
Not to exceed \$249,988.00


Contract Term: July 13, 2023 – June 30, 2024

Instructions: Sign and return original. Upon acceptance by Camrosa Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below the names of your authorized representative(s).

Accepted: Camrosa Water District

Consultant: Cannon Corporation

By: _____
Tony L. Stafford

By: 
Patrick Riddell, PE

Title: General Manager

Title: Director, Construction Management Services

Date: _____

Date: 6/28/2023

Other authorized representative(s):

Other authorized representative(s):

Consultant agrees with Camrosa Water District (District) that:

- a. **Indemnification:** To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from negligent acts, errors or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.
- b. **Minimum Insurance Requirements:** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.
- c. **Coverage:** Coverage shall be at least as broad as the following:
 1. **Commercial General Liability (CGL) -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability -** (If applicable) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 3. **Workers' Compensation Insurance -** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 4. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
 5. **Professional Liability -** (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- d. **If Claims Made Policies:**
 1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions: The general liability policy must contain, or be endorsed to contain, the following provisions:

- a. **Additional Insured Status:** District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations

performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

- b. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers: Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by the District.

Verification of Coverage: Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Camrosa Water District at least ten (10) days prior to the expiration date.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

Other Requirements:

- a. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- b. Payment, unless otherwise specified on Page 1, is to be 30 days after acceptance by the District.
- c. Permits required by governmental authorities will be obtained at Consultant's expense, and Consultant will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- d. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by the District. Consultant's "other authorized representative(s)" has/have the authority to execute such written change for Consultant.

The District may terminate this Agreement at any time, with or without cause, giving written notice to Consultant, specifying the effective date of termination.



June 27, 2023

Mr. Terry Curson, P.E.
District Engineer
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

PROJECT: COST PROPOSAL – CAMROSA WATER DISTRICT ON-CALL INSPECTION

Dear Mr. Curson:

Thank you for the opportunity to submit a cost proposal to provide inspection and construction administrative tasks for the scope of work shown below. We have based this scope of work on our recent conversations and correspondence with Camrosa Water District (District).

SCOPE OF WORK

1. General construction inspection.
 - a. Capital Projects
 - b. Development Projects
 - c. Operations Projects
2. Assist with other inspection related services as requested by the District.

It is our understanding that this agreement will begin July 1, 2023 and end June 30, 2024. We understand that 80% of the time will be inspecting Capital and Operations projects with the remaining 20% reserved for inspection of development and other projects. The hourly rates for inspecting Capital and Operations projects will be under prevailing wage rates; inspecting development and other related projects will be under non-prevailing wage rates.

Cannon will provide a Construction Inspector that would be working with Camrosa Water District to provide the inspection service and report onsite observations. The total cost for this proposal is not-to-exceed \$249,988. Please see our attached staffing plan for detailed labor and rates.

Please feel free to contact me at the number or email address below if you have any questions regarding this proposal. We look forward to the opportunity to provide these inspection services for your organization.

Sincerely,

Patrick Riddell, PE
Director of Construction Management



Staffing Plan and Cost Estimate

CAMROSA FEE SCHEDULE

2023-06-27

				2023						2024						Est.	Estimated
				July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Hours	Cost
Role	Labor Type	Rate Distribution	Rate per Hour														
Construction Inspector III	Prevailing Wage	80%	\$155.00	112	112	112	112	112	112	112	112	112	112	112	112	1344	\$208,320
Construction Inspector III	Non-Prevailing Wage	20%	\$136.00	24	24	24	24	24	24	24	24	24	24	24	24	288	\$39,168
Total Estimated Hours				136	136	136	136	136	136	136	136	136	136	136	136	1632	
Total Estimated Cost of Labor																\$247,488	
	Basis															Estimated Cost	
Reimbursable	Misc. reimbursable, field materials, photo copies, software															\$ 2,500.00	
Total Estimated Direct Expenses																\$2,500.00	
Total Estimated Cost of Inspection Services																\$249,988	

Note: Pricing assumes part time inspection services or on an as-needed basis but to not exceed 1632 total hours.



ACCEPTANCE OF PROPOSAL

Proposal Date: June 27, 2023

Client: Terry Curson
Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Project: Camrosa Water District On-Call Inspection

Scope of Work: Construction Observation

Fees: \$249,988

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter written on Agreement No. 2023-73 dated July 1, 2022.

Client: Camrosa Water District Cannon

x Terry Curson Patrick Riddell, PE
District Engineer Director, Construction Management

Date: _____ Date: _____

Board Memorandum

July 13, 2023

To: General Manager

From: Natalie Roberts, Water Loss Control Coordinator

Subject: Water Loss Program Update

Objective: Brief the board on the development of the water loss program.

Action Required: No action necessary, for information only.

Discussion: Steps taken and planned to reduce water loss, both actual and apparent. Staff will provide an update.

Board Memorandum

July 13, 2023

To: General Manager

From: Sandra Llamas, Senior Accountant

Subject: Camrosa Water District 457 Deferred Compensation Plan Administration

Objective: Transition of the administration of the District's 457 Deferred Compensation Plan from Empower to Lincoln National Life Insurance Company.

Action Required: Authorize the General Manager to enter into an agreement with Lincoln National Life Insurance Company for the administration of the District's 457 Deferred Compensation Plan.

Discussion: Empower provides plan document services for the District's 457 Deferred Compensation Plan. Staff have encountered difficulties communicating with Empower in relation to the administration of the plan due to Empower not having a designated Relationship Manager assigned to the District. A sponsor of the preapproved plan document is responsible for providing all necessary interim amendments, which implement changes in legislation, and to timely communicate such amendments to adopting employers. Empower has not been proactive in informing the District of required amendments.

Lincoln has provided plan documents services for the District's Profit Share Plan since its inception and has always assigned a Relationship Manager to answer questions or requests of the District. Also, Lincoln has always been proactive in informing the District of any required amendments due to new legislation.

Staff recommends transitioning the administration of the District's 457 Deferred Compensation Plan from Empower to Lincoln. Once the transition is completed, staff will return to the Board to adopt a resolution to approve the Plan Document under Lincoln.



You're In Charge®

RETIREMENT PLAN SERVICES

457(b) Plan Document Profile

General plan and employer information

Plan provisions

Restatement information

457(b) plan document services agreement

Multi-Fund® Group variable annuity
Multi-Fund® Select variable annuity

Send this completed profile to:

Multi-Fund[®] Select variable annuity
Lincoln Financial Group
New Business MF
1301 South Harrison Street
P.O. Box 2340
Fort Wayne, Indiana 46801-2340
Fax: 260-455-1874
Email: PlanCoordinator@lfg.com

Multi-Fund[®] Group variable annuity
Lincoln Financial Group
New Business
1301 South Harrison Street
Servicing Office - P.O. Box 2340
Fort Wayne, Indiana 46801-2340
Fax: 260-455-9411
Email: PlanCoordinator@lfg.com

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Special instructions

This profile is to be completed if The Lincoln National Life Insurance Company (Lincoln) is to provide plan document services.

You will receive a confirmation letter from Lincoln with plan information once all documents have been received in good order.

By completing and submitting the 457(b) Plan Document Profile, along with the service agreement, you are requesting Lincoln to provide plan document services. You will receive a confirmation e-mail from the plan document team with important information regarding the preparation of the plan document. Once the profile is reviewed, you may receive a follow-up e-mail from the plan document team requesting additional information or clarification to accurately prepare the plan document:

- New Plan - Lincoln requires 30 days for document preparation
- Takeover Plan - Lincoln requires 60 days for document review and preparation
- Contributions may not be made until Lincoln has received a signed copy of the plan document

Section A - General plan and employer information

1. General selection

- This Plan is:
 - A new Plan (complete Sections A, B, D and E)
 - An amendment/restatement of an existing Plan/arrangement
Plan/remitter number _____
 - A takeover Plan (complete Sections A, C, D and E)
- Are there other carriers/vendors associated with this Plan? Yes No

If "Yes," list the carriers:

2. Sponsor information

Legal employer name _____
(As reported on your tax return, include d/b/a, if applicable)

Primary contact name _____

Street address of sponsor business office _____

City _____ State _____ Zip _____

Business phone _____

Primary contact phone _____ Ext. _____

Primary contact fax _____

Primary contact email _____

Employer identification number (EIN) _____ (As shown on federal tax return)

Employer tax year end _____ (mm/yyyy)

Date business began _____ (mm/dd/yyyy)

- Sponsor organization information (select one)
 - Non-Governmental
 - Governmental

3. Plan information

• Plan name _____

Is adoption by other employers permitted? Yes No
If "Yes," provide employer information for each employer on separate sheet.

Original effective date _____ (mm/dd/yyyy)

Restatement effective date _____ (mm/dd/yyyy)

Plan year: Calendar year

Other: Definition of plan year _____ (mm/dd/yyyy)

Section B - Plan provisions (new plans only)

1. Eligibility

- For non-Governmental Plans, are there specific job classes that are eligible for the Plan, other than the select group of highly compensated or management employees?

Yes No

If "Yes," list the specific employee title/description of these employees:

- For Governmental Plans, are any employees of the employer excluded?

Yes No

If "Yes," list any excluded classes:

2. Retirement age

- What is the retirement age?

Age 65

Participant specifies (if selected, no other elections are needed)

Other specified age _____ plus number of years of service _____

- Does the Plan include policemen and firefighters? Yes No

Retirement age _____ (not less than 40) plus number of years of service _____

3. Deferrals

- May a participant make a special election from accumulated sick pay, vacation pay, or back pay?

Yes No

- May a participant authorize a special deferral election of bonuses?

Yes No

(Participants may defer up to specified percentage of designated bonuses - Compensation used to determine deferrals must include bonuses)

Percentage of bonus that may be deferred _____ %

- Are age 50 catch-up contributions allowed (Governmental Plan only)?

Yes No

- Are special 457 catch-up contributions allowed?

Yes No

- Are Plan-to-Plan transfers allowed?

Yes No

Roth contributions (Governmental Plan only)

- Does the Plan allow Roth contributions and rollover contributions of Roth contributions?

Yes No

- Are Roth contributions eligible for in-service distributions?

Yes No

4. Employer contributions

- Will the employer make a discretionary contribution to the Plan?
 Yes No
- The employer contribution will be made to the account of a participant performing qualified military service who:
 Dies while performing such service
 Becomes disabled while performing such service and cannot return to work

5. Compensation

- Does the Plan specify certain exclusions from the definition of compensation?
 Yes No

If "Yes," list the exclusions:

- How will the following post-severance compensation be handled in the definition of compensation?

Accrued sick, vacation, or other leave payments	<input type="checkbox"/> Included	<input type="checkbox"/> Excluded
Non-qualified, unfunded deferred compensation plan payments included in income	<input type="checkbox"/> Included	<input type="checkbox"/> Excluded

6. Distributions (lump sum and installment forms of distributions are always allowed)

- Does the Plan allow partial lump sum distributions?
 Yes No

If "Yes," is there a minimum amount?

Yes No

Minimum amount _____

- Does the Plan allow annuity forms of distribution? (Governmental Plans only)
 Yes No

- **In-service distributions:**

Are distributions for unforeseeable emergency allowed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are voluntary de-minimis account balance distributions allowed if the requirements are met?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are in-service age 59½ distributions allowed? (Governmental Plans only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are in-service age 70½ distributions allowed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are retired public safety officers allowed to have qualified health insurance premiums deducted from distributions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are qualified military service deemed severance employment distributions (for employees in qualified military service absent more than 30 days) allowed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are distributions in connection with the qualified birth or adoption of a child allowed? (Governmental Plans only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

N/A

- **Involuntary cash-out distributions (Governmental Plan only)**

Should terminated participants with small account balances who have not made an affirmative election be cashed out of the Plan?
 Yes No

If "Yes," participants will be cashed-out if their account balances are:

\$1,000 or less

\$5,000 or less

If a participant's account balance is \$1,000 or less, should that amount be:

Paid in a lump sum

Rolled over to an IRA

In determining a terminated participant's account balance, rollover contributions are:

Included

Excluded

7. Loans (Governmental Plan only)

- Are loans permitted under the Plan?
 Yes No
- How many loans may a participant have outstanding at one time?
 One Two
- May loans be taken from all sources?
 Yes No

If "No," please list the sources allowed.

8. Rollover contributions (Governmental Plans only)

- Are rollover contributions permitted?
 Yes No
- Are distributions from rollovers allowed at any time?
 Yes No
- Who may make rollover contributions? (select one)
 Employees only
 Active employees and terminated employee with an account balance
- Rollover contributions are permitted from what kind of Plans? (select one)
 From another 457(b) Governmental Plan only
 All eligible retirement Plans and IRAs

Section C - Restatement of an existing plan to a Lincoln specimen plan document (takeover plans only)

Important information

- Existing plans will be restated using the prior plan provisions unless you request otherwise.
- We must receive the following documents prior to restating your plan.
 - Executed copy of the current plan document (including the adoption agreement, when applicable) and all amendments.
 - Current Automatic Enrollment Notice (if applicable)

Lincoln will review the current plan document and amendments. You will then receive a list of questions and/or possible changes to be made when the plan document is restated. If there are any provisions of the plan you wish to change, please discuss with your plan document consultant.

Section D - 457(b) Plan document services agreement



For use with:
Multi-Fund® Suite

457(b) Plan document services agreement

This **457(b) plan document services agreement** (Agreement) is entered into by and between The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York, (Lincoln) and the Employer identified below (each a "Party"), effective as stated below.

Employer _____ ("Employer")

Address _____

City _____ State _____ Zip _____

EIN _____

Email address _____

Plan name _____ ("Plan")

Contract number (to be completed by Lincoln) _____

Whereas, the Employer, as sponsor of the Plan, utilizes the Lincoln *Multi-Fund* group variable annuity contract, Lincoln *Multi-Fund* Select annuity contract, Lincoln Multi-Fund Individual annuity contract, and/or Lincoln Group Variable Annuity contract to fund its Plan;

Whereas, Lincoln wishes to provide certain plan document drafting services on a non-fiduciary basis to the Plan as more fully described below; and

Whereas, the Employer desires to receive certain plan document drafting services for the Plan;

Now, therefore, be it resolved, in consideration of the above recitation which is reincorporated as part of the Agreement, and mutual promises contained herein, the value of which is hereby affirmed, the Employer and Lincoln agree as follows, effective as stated below.

Article 1: General terms and conditions

1.01 Plan Document Drafting Services

Lincoln, through its affiliates and agents, (hereinafter referred to collectively as "Lincoln" where the context permits), will provide certain plan document drafting services ("Plan Document Drafting Services") to the Plan on a non-fiduciary basis, if elected by the Employer, as more fully described below in this Agreement.

1.02 Employer Selection of Plan Document Drafting Services

The Employer has determined to select Plan Document Drafting Services for the Plan, as elected below. In selecting Plan Document Drafting Services, the Employer acknowledges that it is acting as the "Plan Sponsor" and as a "fiduciary" with respect to the Plan pursuant to applicable law.

1.03 Lincoln's Duties

In providing Plan Document Drafting Services, Lincoln is acting as an independent contractor engaged by the Employer. In performing Plan Document Drafting Services, Lincoln does not act, and the Employer acknowledges that Lincoln does not act, as the "administrator" or a "fiduciary" to the Plan within the meaning of applicable law. Lincoln may reasonably rely, without making its own investigation, on any information received from the Employer, the Plan or any authorized official, employee or agent of the Employer or Plan.

1.04 Employer Representations and Warranties

The Employer represents and warrants to Lincoln, upon execution and while this Agreement is in effect that the Employer is not bound by any agreement or arrangement, including, but not limited to, any agreement or arrangement with a third party administrator (TPA), or law or regulation which would preclude it from entering into, or from fully performing the services or obligations required under the Agreement.

1.05 Record Retention

Lincoln will maintain documents on matters for which disclosure is required by law for not less than six years after the date such documents should have been filed.

Article 2: Plan document drafting services

2.01 Lincoln Responsibilities

If this Agreement is executed by both Parties, Lincoln will provide the following plan document drafting services for the Plan:

a) Lincoln Plan Document

Lincoln will prepare a plan document for the Employer that is intended to comply in form with section 457(b) of the Internal Revenue Code (Code).

b) Plan Amendments and Restatements for Required Changes in the Law

Lincoln will prepare plan amendments or restatements, as appropriate, to update the Plan document for required changes in applicable law.

c) Plan Amendments for Discretionary Changes Requested by the Employer

Lincoln will prepare certain discretionary amendments to the Plan document requested by the Employer. If a discretionary amendment request is deemed too complex by Lincoln, Lincoln reserves the right to refuse to prepare such amendment.

d) Loan Documentation for 457(b) governmental plans only

Lincoln will prepare a loan policy statement and loan documents, if applicable, for Lincoln investment vehicles only.

2.02 Employer Responsibilities

a) Plan Information

The Employer will provide Lincoln with data, information, Plan documents and other information and assistance reasonably needed by Lincoln to perform Plan Document Drafting Services in a timely manner.

b) Review and Approval of Final Documentation

The Employer will review and approve all plan documents and amendments, prior to executing and/or distributing such documentation. For this purpose, the Employer acknowledges that Lincoln recommends the Employer provide such documentation to its legal counsel for review prior to executing and/or distributing such documentation.

c) Employer Acknowledgment

The Employer acknowledges Lincoln may rely, without making its own investigation, on the information provided by the Employer or its representatives, including but not limited to: accountants, business managers, and current and/or former investment or service providers.

d) Fees

The Employer agrees to pay all fees applicable to services under this Agreement as set forth in the 457(b) Fee schedule. If a fee billed to the Employer remains unpaid after 90 days, Lincoln reserves the right to discontinue services until payment is received.

457(b) Fee schedule

Service description

Fee

	Service description	Fee
Plan document services	Initial plan document set-up This fee includes plan document design assistance and preparation of the adoption agreement and loan policy.	\$300.00
	Maintenance: Amendment Plan Sponsor requested changes or non-regulatory required restatement to the existing Lincoln document <ul style="list-style-type: none">Amendment/restatement requests must be received 30 days prior to the proposed effective date of such amendment/restatement. Amendment/restatement requests received with a proposed effective date less than 30 days from the date of receipt will be processed subject to Lincoln's work schedule and will be billed an additional fee of \$100. The Plan Sponsor will be notified in advance of this additional fee and may choose not to incur it, in which case Lincoln will not prepare such amendment/restatement	\$100.00

Miscellaneous

- Other requested 457(b) plan document services will be considered on a case-by-case basis. Fees for such agreed-upon services will be negotiated in advance of rendering the service.
- The above-described fees are subject to change by Lincoln with 60 days, advance notice to the Plan Sponsor.
- Payment for the above plan service fees shall be billed to the Plan Sponsor.
- This Agreement, including the 457(b) Fee schedule, assumes that all information provided will be complete and accurate and that such information will be provided in a manner and/or format that Lincoln, in its sole and exclusive discretion, deems acceptable.
- Additional work required due to incomplete data or inaccurate data, and requests that exceed usual and customary support, as determined by Lincoln in its sole and exclusive discretion, will be billed at an hourly rate of \$150 per hour. The Plan Sponsor will be notified in advance of any such additional charges and may refuse to incur such charge, thereby releasing Lincoln from the obligation to fulfill such requests or complete such additional work.

Article 3: Limitation of liability

3.01 Employer Indemnification of Lincoln

Subject to applicable law and in addition to any other remedies at law or in equity available to Lincoln for breach of this Agreement by the Employer, the Employer will indemnify Lincoln, its officers, employees and agents from and against any and all damages, losses, costs, judgments, fines and expenses (including attorneys' fees and disbursements) of any kind or nature (hereinafter in the aggregate the "Losses") imposed on or incurred by Lincoln, its officers, employees and agents by reason of its or their participation in this Agreement, including any Losses arising out of any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the extent such Losses are the result of the Employer or Plan's intentional wrongdoing or its negligent actions or omissions.

As a condition of indemnification, (i) Lincoln will give the Employer timely notice in writing of any potential Losses promptly after Lincoln becomes aware of them; (ii) the Employer will at its option have sole control of the defense of such Losses; and (iii) Lincoln will cooperate with the Employer in the defense of such Losses. The Employer will not be responsible for the settlement of any claim, demand or lawsuit related to the Losses without the Employer's written consent.

3.02 Lincoln Indemnification of the Employer

In addition to any other remedies at law or in equity available to the Employer for breach of this Agreement by Lincoln, Lincoln will indemnify the Employer, its officers, employees and agents from and against any Losses imposed on or incurred by the Employer, its officers, employees and agents by reason of its or their participation in this Agreement, including any Losses arising out of any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the extent such Losses are the result of Lincoln's intentional wrongdoing or its negligent actions or omissions. Lincoln will have no liability with respect to claims of breach of fiduciary duty for (i) the inclusion, exclusion, or deletion of investments in the Lincoln *Multi-Fund* group variable annuity contract, Lincoln *Multi-Fund* Select annuity contract, Lincoln Multi-Fund Individual annuity contract, and/or Lincoln Group Variable Annuity contract, (ii) monitoring of such Investments after the Employer's selection of them as an investment option for the Plan, or (iii) providing Plan Document Drafting Services.

As a condition of indemnification, (i) the Employer will give Lincoln timely notice in writing of any potential Losses promptly after the Employer becomes aware of them; (ii) Lincoln will at its option have sole control of the defense of such Losses; and (iii) the Employer will cooperate with Lincoln in the defense of such Losses. Lincoln will not be responsible for the settlement of any claim, demand or lawsuit related to the Losses without Lincoln's written consent.

Article 4: Miscellaneous

4.01 Governing Law

This Agreement, including any attachments hereto, will be governed by and interpreted under the laws of the State of Indiana without regard to its conflicts of law.

4.02 Entire Agreement

This Agreement, including any attachments hereto, represent the entire agreement between Lincoln and the Employer and is not intended as an agreement between, or to reflect the rights and responsibilities of, any other parties, other than the Parties as defined herein.

4.03 Amendment

Except as otherwise provided in this Agreement, the terms of this Agreement or any exhibit hereto will not be amended, modified, changed or assigned except by an agreement in writing, signed by an officer of each Party.

4.04 Termination

This Agreement will remain in effect until terminated by either Lincoln or the Employer upon at least 60 days' written notice to the other; provided, however, that the Party being provided with notice of termination may waive the 60-day time period and agree to an earlier termination effective date.

4.05 Severability

Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be invalid or unenforceable, a court will have the power to amend such provision to the extent necessary to make such provision valid and enforceable, and in any event all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement will be given effect separately from the provision or provisions determined to be invalid or unenforceable and will not be affected thereby.

4.06 Headings

The heading of articles, sections, subsections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

Article 4: Miscellaneous (cont'd.)

4.07 Successors and Assigns

All the terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto, whether so expressed or not. This Agreement will not be assignable by any Party hereto without the written consent of the other Party, provided that Lincoln may assign its obligations and rights to any of its affiliates without consent of Employer.

4.08 Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed will constitute an original and all of which together will constitute one and the same Agreement.

4.09 Force Majeure

Neither Party will be liable to the other for any delay or failure in performance caused by acts beyond the nonperforming Party's reasonable control, including, without limitation, acts of God or public enemy, act of any military, civil, or regulatory authority, change in any law or regulation, fire, flood, tornado, earthquake, or storm, or other like event, disruption or outage of communications, power or other utility, labor strikes, or any other cause, whether similar or dissimilar to any of the foregoing, which could have not been prevented by the nonperforming Party with reasonable care. Performance times will be considered extended for a period of time equivalent to the time lost because of such delay. The Party asserting a force majeure delay will have the obligation to notify the other Party promptly upon learning of the delay or the reasonable possibility of such delay and to use reasonable efforts to mitigate the effects of the delay.

4.10 Number and Gender

Whenever the singular number is used in this Agreement, the plural number will apply where required by the context. Whenever the plural number is used in this Agreement, the singular number will apply where required by the context. Whenever the male, female or neuter gender is used in this Agreement, the other genders will apply where required by the context.

4.11 Waiver

The failure of either Party at any time or times to require performance of any provisions hereof will in no manner affect its right at a later time to enforce such provision and will not act as a waiver thereof.

Article 5: Effective date (to be completed by Lincoln)

This Agreement is effective as of _____ (mm/dd/yyyy).

Execution of agreement

IN WITNESS WHEREOF, the duly authorized officers of Lincoln and the Employer have executed this Agreement as of the date(s) below, but effective as of the date stated in Article 5.

Employer

**The Lincoln National Life Insurance Company and/or
Lincoln Life & Annuity Company of New York**

Signature

Signature

Printed name

Printed name

Date

Date

Multi-Fund[®] variable annuity is issued on contract form numbers 18829, 18831, 25982, 28645, 28883, 30070-B and state variations and Lincoln Group Fixed Annuity on contract form numbers 19346, 26378 and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Lincoln Life Group Variable Annuity is issued on contract form# GAC96-101, GAC96-103, GAC96-103VAR, GAC96-113 and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. The Lincoln National Life Insurance Company does not solicit business in the state of New York, nor is it authorized to do so. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Contracts sold in New York are issued on contract form# GAC91-101NY, GAC95-111NY, GAC96-101NY, and GAC96-103NY by Lincoln Life & Annuity Company of New York, Syracuse, NY. **Contractual obligations are subject to the claims-paying ability of Lincoln Life & Annuity Company of New York.**

Product and features subject to state availability. Limitations and exclusions may apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.
PAD-3348969-113020
RPS28463-MF

Page 4 of 4
01/21

Section E - Authorizations and signatures

1. Plan Sponsor

- By signing below, I certify to the accuracy of the information provided in this 457(b) Plan Document Profile.
- I agree to carefully review the plan document that will be prepared by Lincoln, to notify Lincoln of any changes within 30 days of receipt of such documents, and to certify by signature on such documents the correctness of the final draft of the plan document (including the Adoption Agreement, when applicable) or amendment.

Plan Sponsor name (please print) _____ Title _____

Plan Sponsor signature _____ Date _____

Officer name (please print) _____ Title _____

Officer signature _____ Date _____

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Not a deposit
Not FDIC-insured
Not insured by any federal government agency
Not guaranteed by any bank or savings association
May go down in value

©2021 Lincoln National Corporation

LincolnFinancial.com

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

Affiliates are separately responsible for their own financial and contractual obligations.

PAD-3346772-112520
RPS28471 01/21



Important disclosures. Please read.

Multi-Fund® variable annuity is issued on contract form numbers 28883, 30070-B and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

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457(b) Plan document services agreement

This **457(b) plan document services agreement** (Agreement) is entered into by and between The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York, (Lincoln) and the Employer identified below (each a “Party”), effective as stated below.

Employer _____ (“Employer”)

Address _____

City _____ State _____ Zip _____

EIN _____

Email address _____

Plan name _____ (“Plan”)

Contract number (to be completed by Lincoln) _____

Whereas, the Employer, as sponsor of the Plan, utilizes the Lincoln *Multi-Fund* group variable annuity contract, Lincoln *Multi-Fund* Select annuity contract, Lincoln Multi-Fund Individual annuity contract, and/or Lincoln Group Variable Annuity contract to fund its Plan;

Whereas, Lincoln wishes to provide certain plan document drafting services on a non-fiduciary basis to the Plan as more fully described below; and

Whereas, the Employer desires to receive certain plan document drafting services for the Plan;

Now, therefore, be it resolved, in consideration of the above recitation which is reincorporated as part of the Agreement, and mutual promises contained herein, the value of which is hereby affirmed, the Employer and Lincoln agree as follows, effective as stated below.

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1.03 Lincoln’s Duties

In providing Plan Document Drafting Services, Lincoln is acting as an independent contractor engaged by the Employer. In performing Plan Document Drafting Services, Lincoln does not act, and the Employer acknowledges that Lincoln does not act, as the “administrator” or a “fiduciary” to the Plan within the meaning of applicable law. Lincoln may reasonably rely, without making its own investigation, on any information received from the Employer, the Plan or any authorized official, employee or agent of the Employer or Plan.

1.04 Employer Representations and Warranties

The Employer represents and warrants to Lincoln, upon execution and while this Agreement is in effect that the Employer is not bound by any agreement or arrangement, including, but not limited to, any agreement or arrangement with a third party administrator (TPA), or law or regulation which would preclude it from entering into, or from fully performing the services or obligations required under the Agreement.

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Article 2: Plan document drafting services

2.01 Lincoln Responsibilities

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a) Lincoln Plan Document

Lincoln will prepare a plan document for the Employer that is intended to comply in form with section 457(b) of the Internal Revenue Code (Code).

b) Plan Amendments and Restatements for Required Changes in the Law

Lincoln will prepare plan amendments or restatements, as appropriate, to update the Plan document for required changes in applicable law.

c) Plan Amendments for Discretionary Changes Requested by the Employer

Lincoln will prepare certain discretionary amendments to the Plan document requested by the Employer. If a discretionary amendment request is deemed too complex by Lincoln, Lincoln reserves the right to refuse to prepare such amendment.

d) Loan Documentation for 457(b) governmental plans only

Lincoln will prepare a loan policy statement and loan documents, if applicable, for Lincoln investment vehicles only.

2.02 Employer Responsibilities

a) Plan Information

The Employer will provide Lincoln with data, information, Plan documents and other information and assistance reasonably needed by Lincoln to perform Plan Document Drafting Services in a timely manner.

b) Review and Approval of Final Documentation

The Employer will review and approve all plan documents and amendments, prior to executing and/or distributing such documentation. For this purpose, the Employer acknowledges that Lincoln recommends the Employer provide such documentation to its legal counsel for review prior to executing and/or distributing such documentation.

c) Employer Acknowledgment

The Employer acknowledges Lincoln may rely, without making its own investigation, on the information provided by the Employer or its representatives, including but not limited to: accountants, business managers, and current and/or former investment or service providers.

d) Fees

The Employer agrees to pay all fees applicable to services under this Agreement as set forth in the 457(b) Fee schedule. If a fee billed to the Employer remains unpaid after 90 days, Lincoln reserves the right to discontinue services until payment is received.

457(b) Fee schedule

Service description

Fee

	Service description	Fee
Plan document services	Initial plan document set-up This fee includes plan document design assistance and preparation of the adoption agreement and loan policy.	\$300.00
	Maintenance: Amendment Plan Sponsor requested changes or non-regulatory required restatement to the existing Lincoln document <ul style="list-style-type: none">Amendment/restatement requests must be received 30 days prior to the proposed effective date of such amendment/restatement. Amendment/restatement requests received with a proposed effective date less than 30 days from the date of receipt will be processed subject to Lincoln's work schedule and will be billed an additional fee of \$100. The Plan Sponsor will be notified in advance of this additional fee and may choose not to incur it, in which case Lincoln will not prepare such amendment/restatement	\$100.00

Miscellaneous

- Other requested 457(b) plan document services will be considered on a case-by-case basis. Fees for such agreed-upon services will be negotiated in advance of rendering the service.
- The above-described fees are subject to change by Lincoln with 60 days, advance notice to the Plan Sponsor.
- Payment for the above plan service fees shall be billed to the Plan Sponsor.
- This Agreement, including the 457(b) Fee schedule, assumes that all information provided will be complete and accurate and that such information will be provided in a manner and/or format that Lincoln, in its sole and exclusive discretion, deems acceptable.
- Additional work required due to incomplete data or inaccurate data, and requests that exceed usual and customary support, as determined by Lincoln in its sole and exclusive discretion, will be billed at an hourly rate of \$150 per hour. The Plan Sponsor will be notified in advance of any such additional charges and may refuse to incur such charge, thereby releasing Lincoln from the obligation to fulfill such requests or complete such additional work.

Article 3: Limitation of liability

3.01 Employer Indemnification of Lincoln

Subject to applicable law and in addition to any other remedies at law or in equity available to Lincoln for breach of this Agreement by the Employer, the Employer will indemnify Lincoln, its officers, employees and agents from and against any and all damages, losses, costs, judgments, fines and expenses (including attorneys' fees and disbursements) of any kind or nature (hereinafter in the aggregate the "Losses") imposed on or incurred by Lincoln, its officers, employees and agents by reason of its or their participation in this Agreement, including any Losses arising out of any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the extent such Losses are the result of the Employer or Plan's intentional wrongdoing or its negligent actions or omissions.

As a condition of indemnification, (i) Lincoln will give the Employer timely notice in writing of any potential Losses promptly after Lincoln becomes aware of them; (ii) the Employer will at its option have sole control of the defense of such Losses; and (iii) Lincoln will cooperate with the Employer in the defense of such Losses. The Employer will not be responsible for the settlement of any claim, demand or lawsuit related to the Losses without the Employer's written consent.

3.02 Lincoln Indemnification of the Employer

In addition to any other remedies at law or in equity available to the Employer for breach of this Agreement by Lincoln, Lincoln will indemnify the Employer, its officers, employees and agents from and against any Losses imposed on or incurred by the Employer, its officers, employees and agents by reason of its or their participation in this Agreement, including any Losses arising out of any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the extent such Losses are the result of Lincoln's intentional wrongdoing or its negligent actions or omissions. Lincoln will have no liability with respect to claims of breach of fiduciary duty for (i) the inclusion, exclusion, or deletion of investments in the Lincoln *Multi-Fund* group variable annuity contract, Lincoln *Multi-Fund* Select annuity contract, Lincoln Multi-Fund Individual annuity contract, and/or Lincoln Group Variable Annuity contract, (ii) monitoring of such Investments after the Employer's selection of them as an investment option for the Plan, or (iii) providing Plan Document Drafting Services.

As a condition of indemnification, (i) the Employer will give Lincoln timely notice in writing of any potential Losses promptly after the Employer becomes aware of them; (ii) Lincoln will at its option have sole control of the defense of such Losses; and (iii) the Employer will cooperate with Lincoln in the defense of such Losses. Lincoln will not be responsible for the settlement of any claim, demand or lawsuit related to the Losses without Lincoln's written consent.

Article 4: Miscellaneous

4.01 Governing Law

This Agreement, including any attachments hereto, will be governed by and interpreted under the laws of the State of Indiana without regard to its conflicts of law.

4.02 Entire Agreement

This Agreement, including any attachments hereto, represent the entire agreement between Lincoln and the Employer and is not intended as an agreement between, or to reflect the rights and responsibilities of, any other parties, other than the Parties as defined herein.

4.03 Amendment

Except as otherwise provided in this Agreement, the terms of this Agreement or any exhibit hereto will not be amended, modified, changed or assigned except by an agreement in writing, signed by an officer of each Party.

4.04 Termination

This Agreement will remain in effect until terminated by either Lincoln or the Employer upon at least 60 days' written notice to the other; provided, however, that the Party being provided with notice of termination may waive the 60-day time period and agree to an earlier termination effective date.

4.05 Severability

Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be invalid or unenforceable, a court will have the power to amend such provision to the extent necessary to make such provision valid and enforceable, and in any event all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement will be given effect separately from the provision or provisions determined to be invalid or unenforceable and will not be affected thereby.

4.06 Headings

The heading of articles, sections, subsections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

Article 4: Miscellaneous (cont'd.)

4.07 Successors and Assigns

All the terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto, whether so expressed or not. This Agreement will not be assignable by any Party hereto without the written consent of the other Party, provided that Lincoln may assign its obligations and rights to any of its affiliates without consent of Employer.

4.08 Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed will constitute an original and all of which together will constitute one and the same Agreement.

4.09 Force Majeure

Neither Party will be liable to the other for any delay or failure in performance caused by acts beyond the nonperforming Party's reasonable control, including, without limitation, acts of God or public enemy, act of any military, civil, or regulatory authority, change in any law or regulation, fire, flood, tornado, earthquake, or storm, or other like event, disruption or outage of communications, power or other utility, labor strikes, or any other cause, whether similar or dissimilar to any of the foregoing, which could have not been prevented by the nonperforming Party with reasonable care. Performance times will be considered extended for a period of time equivalent to the time lost because of such delay. The Party asserting a force majeure delay will have the obligation to notify the other Party promptly upon learning of the delay or the reasonable possibility of such delay and to use reasonable efforts to mitigate the effects of the delay.

4.10 Number and Gender

Whenever the singular number is used in this Agreement, the plural number will apply where required by the context. Whenever the plural number is used in this Agreement, the singular number will apply where required by the context. Whenever the male, female or neuter gender is used in this Agreement, the other genders will apply where required by the context.

4.11 Waiver

The failure of either Party at any time or times to require performance of any provisions hereof will in no manner affect its right at a later time to enforce such provision and will not act as a waiver thereof.

Article 5: Effective date (to be completed by Lincoln)

This Agreement is effective as of _____ (mm/dd/yyyy).

Execution of agreement

IN WITNESS WHEREOF, the duly authorized officers of Lincoln and the Employer have executed this Agreement as of the date(s) below, but effective as of the date stated in Article 5.

Employer

**The Lincoln National Life Insurance Company and/or
Lincoln Life & Annuity Company of New York**

Signature

Signature

Printed name

Printed name

Date

Date

Multi-Fund® variable annuity is issued on contract form numbers 18829, 18831, 25982, 28645, 28883, 30070-B and state variations and Lincoln Group Fixed Annuity on contract form numbers 19346, 26378 and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Lincoln Life Group Variable Annuity is issued on contract form# GAC96-101, GAC96-103, GAC96-103VAR, GAC96-113 and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. The Lincoln National Life Insurance Company does not solicit business in the state of New York, nor is it authorized to do so. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Contracts sold in New York are issued on contract form# GAC91-101NY, GAC95-111NY, GAC96-101NY, and GAC96-103NY by Lincoln Life & Annuity Company of New York, Syracuse, NY. **Contractual obligations are subject to the claims-paying ability of Lincoln Life & Annuity Company of New York.**

Product and features subject to state availability. Limitations and exclusions may apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.
PAD-3348969-113020
RPS28463-MF

Board Memorandum

July 13, 2023

To: General Manager

From: Tamara Sexton, Finance Manager

Subject: Rate Study

Objective: Receive briefing of the rate study timeline.

Action Required: No action necessary; for information only.

Discussion: Receive a briefing of the rate study timeline and current rate structure.

The Board approved a five-year comprehensive rate study with Black & Veatch (B&V) on April 6, 2023. As was done with previous rate studies, this effort will be vetted by Michael Colantuono, an expert on Proposition 218, to ensure the cost-of-service analysis complies with the requirements of Proposition 218. The study will use the same parameters as previously developed by the ad-hoc and approved by the Board. The parameters are as follows:

- Three Enterprises: Potable Water, Non-potable Water, and Wastewater. A cost-of-service analysis will be conducted for each stand-alone enterprise and rates established accordingly.
- Residential potable water customers have a two-tier structure. Tier 1 will be the first 12 units and Tier 2 will be for all water above 12 units. All other customer classes will have a single tier rate structure.
- The allocation of operating expenses allocated to the fixed meter service fee will remain the same as in the current rates.
- Near-term projects currently being developed by Woodard & Curran will be incorporated and allocated to the appropriate enterprise.
- Ensure reserve target levels are met.

Staff is currently gathering requested data to provide to B&V in mid-July. B&V will begin developing a five-year revenue requirement for the three enterprises: potable, non-potable and wastewater based upon customers usage and flow projection, including growth trends and weather patterns. Revenue requirements will also account for projected operation and maintenance expenses, additional new system facilities, proposed capital improvement programs, long-term debt and other factors which may influence future expense levels. Once the revenue requirements are finalized, the cost-of-service analysis for each enterprise will be prepared for the rate design.

If there on no major changes to the parameters identified above, the draft report is anticipated to be complete by the end of August 2023. Rate ad-hoc meetings are scheduled to occur in the Fall of 2023 with the second draft report submitted in December. Public outreach will occur in mid-January, public hearing set in February with rate adoption in April 2024. This schedule will allow rates to be incorporated into the Fiscal Year 2024-25 budget and implementation of rates in July 2024.

Read File

The following material is provided to members of the Board for information only and is not formally a part of the published agenda.

- A. Customer Email
- B. Cash Balances (May 2023)
- C. 2023 Board Calendar

From: [REDACTED]

Sent: Monday, June 19, 2023 12:07 PM

To: Tony Stafford <TonyS@camrosa.com>

Cc: Gene West [REDACTED]; timhoag [REDACTED]

Subject: Future of non-potable water pick up

[EXTERNAL EMAIL-- USE CAUTION clicking links and attachments.]

Hello Tony, Gene, and Tim,

I've enjoyed talking to some of you over the last year at the Gerry Rd facility and learning about the foresight Camrosa has shown developing alternate water resources.

I want to thank you for creating the non-potable water pickup program during the recent drought and encourage you to keep it open or at least not permanently closed, now that the drought has eased.

It's a tiny portion of the budget (and water output) but has amazing PR impact, as people feel empowered to "make a difference" and keep their landscaping alive at the same time.

You were smart to ask the community to get involved, unlike Thousand Oaks' approach, and we decided to be smart too (or at least that's what we thought!) by making our own pumping system to use the water and would be happy to share what we have learned with others that would like to develop their own systems when the next drought comes. (Details included below if you're interested).

So now we hope it remains available (even a half day every two weeks would be helpful), because droughts always return and as you know so well, the state doesn't do much to help – but you have, even if there's just a small fraction of overall customers so far who've learned about your program and used it. (Those numbers of course will increase with outreach and time during the next drought.)

I want to be able to keep my system active even though I will use it less during times of plenty. It cost about \$6K for materials and a lot more than that in time. (- as my wife will tell you, I'm a frustrated inventor and keep looking for better ways to do everything except housework -!)

Again, thank you, and let me know if I can help you in any way going forward.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Home Non-Potable Water System

The system is designed to maximize the use of non-potable water with supplementation with potable water only when needed. It is completely automated except for picking up the water and pumping it in the storage tanks from which it is automatically pumped into the distribution tank from which the irrigation system (which is almost exclusively drip lines) pumps the water into multiple zones using a Hunter "Hydrowise" system to automatically turn on the pump when needed including detailed monitoring of water use.

Here are some pictures of the system:









Sent with [Proton Mail](#) secure email.

FUNDS FY 22-23

UNRESTRICTED FUNDS	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	% Invested
Investments												
LAIF	44,758,016.93	43,758,016.93	43,758,016.93	43,908,107.32	29,108,107.32	28,608,107.32	29,217,920.34	29,217,920.34	9,217,920.34	9,389,206.59	8,749,206.59	21%
TREASURY BILLS	-	-	-	-	13,374,186.00	13,374,186.00	13,374,186.00	13,374,186.00	32,744,886.00	32,744,886.00	32,744,886.00	79%
	44,758,016.93	43,758,016.93	43,758,016.93	43,908,107.32	42,482,293.32	41,982,293.32	42,592,106.34	42,592,106.34	41,962,806.34	42,134,092.59	41,494,092.59	100%
Operating Accounts												
UNION BANK DEPOSIT ACCOUNT	270,711.97	1,024,800.16	595,956.69	31,159.68	573,001.19	965,144.58	250,255.53	190,014.92	404,005.80	271,553.86	-	2
U.S BANK DEPOSIT ACCOUNT	-	-	-	-	-	-	-	-	-	-	250,237.33	2
UNION BANK DISBURSEMENTS ACCOUNT	1,193,625.04	587,060.36	568,349.70	1,537,467.79	792,851.38	1,478,840.65	752,101.50	992,831.73	487,091.52	459,989.41	-	2
U.S BANK DISBURSEMENTS ACCOUNT	-	-	-	-	-	-	-	-	-	-	1,569,496.43	2
BANK OF AMERICA-RTL ACCOUNT	361,004.22	449,079.26	201,821.81	233,863.77	409,626.99	206,989.25	239,076.51	217,193.67	127,777.80	163,277.58	301,521.69	
	1,825,341.23	2,060,939.78	1,366,128.20	1,802,491.24	1,775,479.56	2,650,974.48	1,241,433.54	1,400,040.32	1,018,875.12	894,820.85	2,121,256.45	
TOTAL	\$ 46,583,358.16	\$ 45,818,956.71	\$ 45,124,145.13	\$ 45,710,598.56	\$ 44,257,772.88	\$ 44,633,267.80	\$ 43,833,539.88	\$ 43,992,146.66	\$ 42,981,681.46	\$ 43,028,913.44	\$ 43,615,348.04	
RESTRICTED FUNDS												
PAYMENT FUND 2016	2,114.77	4,323.38	6,270.43	8,307.71	10,715.83	858,379.76	6,370.83	10,829.84	13,737.06	17,091.61	20,499.37	3,4,5
RESERVES 2016	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	879,528.69	4
WATER ACQUISITION FUND 2016	319,785.23	319,785.23	262,568.14	183.14	183.14	183.14	183.14	183.14	183.14	183.14	183.14	5
WASTEWATER ACQUISITION FUND 2016	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	6,050.87	6,050.80	6,050.87	6,050.87	6,050.87	6,050.87	
TOTAL	\$ 1,207,479.56	\$ 1,209,688.17	\$ 1,154,418.13	\$ 894,070.41	\$ 896,478.53	\$ 1,744,142.46	\$ 892,133.46	\$ 896,592.54	\$ 899,499.76	\$ 902,854.31	\$ 906,262.07	
GRAND TOTAL	\$ 47,790,837.72	\$ 47,028,644.88	\$ 46,278,563.26	\$ 46,604,668.97	\$ 45,154,251.41	\$ 46,377,410.26	\$ 44,725,673.34	\$ 44,888,739.20	\$ 43,881,181.22	\$ 43,931,767.75	\$ 44,521,610.11	

U.S. Treasury Bills

Financial Institution	Settlement Date	Maturity Date	Par Value	Market Price at Purchase	Amount	Yield to Maturity	Market Value Current
Pershing, LLC	11/7/2022	11/2/2023	14,000,000	95.5299	13,374,186.00	4.69%	13,688,500.00
Pershing, LLC	3/17/2023	2/22/2024	10,000,000	96.01475	9,601,475.00	4.385%	9,644,100.00
Pershing, LLC	3/17/2023	9/14/2023	10,000,000	97.69225	9,769,225.00	4.777%	9,851,700.00

Series 2016-Reserve Fund

Cusip Number	Financial Institution	Settlement Date	Yield to Worst	Maturity	Amount	Accrued Income
09248u445	Blackrock Liquidity Funds	10/19/2016	4.89%	N/A	879,528.69	3,622.84

Series 2016-Water Acquisition Fund

Cusip Number	Financial Institution	Settlement Date	Yield to Worst	Maturity	Amount	Accrued Income
09248u445	Blackrock Liquidity Funds	10/19/2016	4.89%	N/A	183.14	0.62

ANTICIPATED OUTFLOWS

Water Purchases May 2023	599,628.39
Payroll PR 6-1, 6-2 & ME	400,000.00
AP Check Run 6/1, 6/15 & 6/29	1,000,000.00
Large CIP Project Payments	-
Bond Payments	179,415.63
	\$ 2,179,044.02

FINANCE MEETING

6/20/2023

Tony Stafford -General Manager

Tamara Sexton-Finance Manager Sandra Llamas-Senior Accountant

MEETING NOTES:

1. There was a transfer from LAIF into operations for \$640,000.00
2. On May 30th, transition of Union Bank to U.S Bank was completed. The ending balance in Union Bank Accounts were transferred to US Bank
3. The payment fund received interest earnings in the amount of \$63.70 in the month of May
4. The reserve fund received interest earnings in the amount \$3,343.46 in the month of May. The full amount was transferred to the payment fund
5. The water acquisition fund received interest earnings in the amount of \$0.60 in the month of May. The full amount was transferred to the payment fund
6. LAIF's average monthly rate of return for the period was 2.993

2023 Camrosa Board Calendar

JANUARY							FEBRUARY							MARCH							2023 Holidays
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4	January 2 nd - New Year's Holiday (Observed)
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	February 20 th - President's Day
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	May 29 th - Memorial Day
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	July 4 th - Independence Day
29	30	31					26	27	28					26	27	28	29	30	31	September 4 th - Labor Day	
																				November 13 th - Veteran's Day	
																				November 23 rd & 24 th - Thanksgiving	
																				December 22 nd & 25 th - Christmas	
																				December 29 th - New Year's Eve	
APRIL							MAY							JUNE							2023 Conferences
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1		1	2	3	4	5	6					1	2	3	CASA Winter Conf. (Palm Springs) - Jan. 25 th - 27 th
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	ACWA Spring Conf. (Monterey) - May 9 th - 11 th
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17	CASA 68 th Annual Conf. (San Diego) - Aug. 9 th - 11 th
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	ACWA Fall Conf. (Indian Wells) - Nov. 28 th - 30 th
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		
30																					
JULY							AUGUST							SEPTEMBER							2023 AWA Meetings
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
						1			1	2	3	4	5						1	2	"Water Issues" Third Tuesday (except Apr., Aug., Dec.)
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9	Waterwise Breakfast (See yellow on calendar)
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	AWA Board Meetings (See orange on calendar)
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	May 25 th - Annual Symposium
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	August - DARK (No Meetings or Events)
30	31																			September 28 th - Reagan Library Reception	
																				December 7 th - Holiday Mixer	
OCTOBER							NOVEMBER							DECEMBER							2023 VCSDA Meetings
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	3	4						1	2	February 7 th - Annual Dinner
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	April 4 th
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	June 6 th
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	August 1 st
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	October 3 rd
														31							December 5 th

Camrosa Water District
7385 Santa Rosa Road
Camarillo, CA 93012

Note: Board of Directors meetings are highlighted in **RED**. Board Meetings are held on the **2nd & 4th Thursday** of each month at 5pm unless indicated.

Calleguas Board Meetings are held 1st & 3rd Wednesday - 5:00 PM