

Board Agenda

Regular Meeting

Thursday, March 7, 2024

Camrosa Board Room

7385 Santa Rosa Rd. • Camarillo, CA 93012

5:00 P.M.

Call to Order

NOTE: As authorized by California Government Code section 54953(b), two board members will be participating in this meeting via teleconferencing. The teleconference locations are accessible to the public. The addresses of the teleconference locations are:

- 5090 Donovan St. • Franklin, TN 37064
- 147 Quay St. • Auckland, 1010 New Zealand

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 President 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 February 22, 2024**
2. ****Approve Vendor Payments**

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$306,589.95.

Primary Agenda

3. Camrosa Water Reclamation Facility Influent Pump Capital Improvement Project

Objective: Replace and repair influent pumps at Camrosa Water Reclamation Facility (CWRF).

Action Required: It is recommended that the Board of Directors authorize the Interim General Manager to:

- 1) Appropriate \$350,000.00 from the Wastewater Capital Replacement Fund and establish a CWRF Influent Pump Capital Improvement Project (CIP); and
- 2) Issue a purchase order to R&B Automation, Inc., in an amount not to exceed \$83,138.99, for the purchase and installation of a new 8" Fairbanks Nijhuis Pump; and
- 3) Issue a purchase order to R&B Automation, Inc., in an amount not to exceed \$80,806.30, for the repair and reinstallation of our existing 8" Fairbanks Nijhuis Pump.

4. **Payment Processing

Objective: Enter into a five-year service agreement with InvoiceCloud for electronic payment processing services for the upgraded billing system and new customer portal.

Action Required: Authorize the Interim General Manager to enter into a five-year service agreement with InvoiceCloud for electronic payment processing and other related services.

5. **Fiscal Year 2023-24 Program Accomplishments & Fiscal Year 2024-25 Goals

Objective: Receive a presentation from staff regarding current fiscal year program accomplishments and Fiscal Year (FY) 2024-25 program goals.

Action Required: No action necessary; for information only.

6. Prop. 218 Notification and Protest Policy

Objective: Discuss the Prop. 218 notification and protest policy for the upcoming rate-setting process.

Action Required: No action necessary; for discussion only.

CLOSED SESSION: The Board may enter closed sessions to confidentially discuss personnel matters as authorized by Government code 54957.

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 litigation or personnel matters may require discussion in closed session on the recommendation of the Board's Legal Counsel.

7. Closed Session – Personnel Matters

Objective: Discuss personnel matters. Public Employee Appointment - Title: General Manager

Action Required: No action necessary; for information only.

Comments by General Manager; Comments by Directors; Adjournment

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Donnie Alexander at (805) 482-8514 at least 48 hours before the meeting, if possible.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the District's office located at 7385 Santa Rosa Rd. • Camarillo, CA 93012 during normal business hours.

**Indicates agenda items for which a staff report has been prepared and 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/

March 7, 2024

Board of
Directors
Agenda Packet

Board Minutes

Regular Meeting

Thursday, February 22, 2024
Camrosa Board Room
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 (via teleconference)
Timothy H. Hoag, Director
Terry L. Foreman, Director

Staff: Norman Huff, Interim General Manager
Tamara Sexton, Deputy General Manager/Finance
Jozi Zabarsky, Customer Service Manager
Joe Willingham, IT and Special Projects Manager
Art Aseo, Engineering & Capital Projects Manager
Kevin Wahl, Superintendent of Operations
Terry Curson, District Engineer
Ben Baumer, Legal Counsel
Barbara A. Brenner, Legal Counsel

Guest: Jim Murchie, Leisure Village resident

Public Comments

Jim Murchie introduced himself as a resident of Leisure Village. He informed the Board that the residents are very interested in the District's current rate study and emphasized that most of them are on fixed incomes.

Consent Agenda

1. Approve Minutes of the Regular Meeting of February 8, 2024

The Board approved the Minutes of the Special Meeting of February 8, 2024.

Motion: Nelson **Second:** Hoag

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

2. Approve Vendor Payments

A summary of accounts payable in the amount of \$1,037,541.41 was provided for Board information and approval. The Board approved the payments to vendors as presented by staff in the amount of \$1,037,541.41.

Motion: Nelson **Second:** Hoag

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

3. Heritage Park – Monitoring Well Installation

The Board took the following actions:

- 1) Appropriated additional funding in the amount of \$500,000.00 from the potable capital improvement fund to the Pleasant Valley Monitoring Well CIP for the Heritage Park monitoring well, and
- 2) Authorized the Interim General Manager to award a contract to South Valley Companies (SVC), Inc., in the amount of \$463,026.00, for the installation of a new monitoring well.

Motion: Nelson **Second:** Hoag

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

4. Valve Box and Manhole Cover Raising

The Board authorized the Interim General Manager to issue a purchase order to Sam Hill & Sons, Inc. in the amount of \$159,000.00.

Motion: Nelson **Second:** Hoag

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

Primary Agenda

5. Operating Budget Excellence Award

The Board received the California Society of Municipal Finance Officers (CSMFO) Operating Budget Excellence Award.

No action necessary; for information only.

6. Network Backbone Switches Refresh

The Board authorized the Interim General Manager to enter into an agreement and issue a purchase order with AllConnected Inc., in an amount not to exceed \$81,837.47, for purchase, provisioning, and installation of Cisco Catalyst series 9300 core and series 1200 edge switches for direct replacement (and spares) of aging network switches.

Motion: Hoag **Second:** Foreman

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

7. Design for Repair of 16 Sewer Collection System Hotspots

The Board authorized the Interim General Manager to award a contract and issue a purchase order to Cannon Corp. in the amount of \$91,514.00 for design services.

Motion: Nelson **Second:** Hoag

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

8. Legal Counsel Review

The Board discussed the District's legal counsel.

No action necessary, for information only.

Comments by Interim General Manager

- The Dupont PFAS litigation settlement was approved by the Court.
- The Interim General Manager reported meeting with the mayor of Camarillo to discuss the Heritage Park monitoring well and public outreach regarding the project.
- The Treasury bills were rolled over at 4.863% for 1 year.

Comments by Directors

- Director Nelson reported attending the AWA breakfast, requested staff discuss rates with Leisure Village's new General Manager, Christi Moore, and reported attending the Calleguas board meeting on February 21, 2024.
- Director Foreman reported on Metropolitan's proposed rate increases.
- Director Hoag expressed appreciation for the Interim General Manager's weekly email updates.

CLOSED SESSION: The Board entered into closed session at 5:19 P.M. to confidentially discuss litigation and/or personnel matters as authorized by Government codes 54956.9(d) and 54957(b) respectively.

9. Closed Session Conference with Legal Counsel – Litigation Matters

The Board discussed litigation matters.

No action was taken in closed session.

10. Closed Session – Personnel Matters

The Board discussed personnel matters.

No action was taken in closed session.

The Board returned to open session at 5:59 P.M.

Announcement of action taken in closed session.

The Board announced that no reportable action was taken in either closed session.

Adjournment

There being no further business, the meeting was adjourned at 6:00 P.M.

Norman Huff, Interim Secretary
Board of Directors
Camrosa Water District

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

(ATTEST)

Board Memorandum

March 7, 2024

To: Interim 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 \$306,589.95.

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

Payroll PR ME & 2-2, 2024	\$ 52,875.76
Accounts Payable 02/15/2024-02/28/2024	\$ <u>253,714.19</u>
Total Disbursements	\$ <u>306,589.95</u>

DISBURSEMENT APPROVAL	
BOARD MEMBER	DATE
BOARD MEMBER	DATE
BOARD MEMBER	DATE

Norman Huff, Interim General Manager

Camrosa Water District

Accounts Payable Period:

02/15/2024-02/28/2024

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	
20053	Current LTD Bond 2016	
21800	Unclaimed Monies	
20400	Contractor's Retention	17,623.53
20250	Non-Potable Water Purchases	
23001	Refunds Payable	1,600.76
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	
50210	Communications	3,270.73
50220	Outside Contracts	138,439.39
50230	Professional Services	9,000.00
50240	Pipeline Repairs	3,525.04
50250	Small Tool & Equipment	
50260	Materials & Supplies	42,123.06
50270	Repair Parts & Equip Maint	29,491.91
50280	Legal Services	6,369.00
50290	Dues & Subscriptions	100.00
50300	Conference & Travel	1,175.82
50310	Safety & Training	287.00
50330	Board Expenses	
50340	Bad Debt	
50350	Fees & Charges	707.95
50360	Insurance Expense	
50500	Misc Expense	
50600	Fixed Assets	
50700	Interest Expense	
TOTAL		\$253,714.19

Camrosa Water District, CA

Payable Dates 2/15/2024 - 2/28/2024 Post Dates 2/15/2024 - 2/28/2024

TOTAL VENDOR PAYMENTS-GSA	\$	8,227.50
---------------------------	----	----------

3424	02/22/2024	DEPOSIT ONLY-CAMROSA WTR	2-22-24-PR	Transfer to Disbursements Account	Transfer to disbursements-holdir	203000
3425	02/22/2024	DEPOSIT ONLY-CAMROSA WTR	2-22-24-AP	Transfer to Disbursements Accoun	Transfer to disbursements-holdir	240000

60444	02/28/2024	ACLARA TECHNOLOGIES	24000794-RI	Aclara Programming Puck	Construction in progress	FY24-0166	1,734.23
60445	02/23/2024	AMANDA LOMBARDO	00004186	Deposit Refund Act 4186 - 5237 Lynnwood Dr	Refunds payable		91.99
1343	02/20/2024	ANDREW NELSON	TrvlReimb-CasaConfer	Casa Winter Conference-Trvl Reimbursement-1-2024	Conf. & travel		1,175.82
60446	02/28/2024	BADGER METER INC	1638797	Meter Purchase 3/4"	Repair Parts & Equipment Maint	FY24-0127	20,734.64
60447	02/28/2024	BASELINE ENTERPRISES	21415	Outside Contracts-Fuel Tank Inspection	Outsd contracts		981.75
60448	02/27/2024	BLACK & VEATCH CORP	6712673	Five-year water and wastewater rate study	Prof services	FY23-0279-R1	9,000.00
60449	02/22/2024	BSK ASSOCIATES	AH04318	GAC Plant Analysis	Outsd contracts		2,210.00

60450	02/28/2024	Cannon Corporation	87491	Contract Inspection Services	Outsd contracts	FY24-0110	290.00
60450	02/28/2024	Cannon Corporation	87492	Contract Inspection Services	Outsd contracts	FY24-0110	290.00
60450	02/28/2024	Cannon Corporation	87493	Contract Inspection Services	Outsd contracts	FY24-0110	3,148.75

60451	02/27/2024	CORELOGIC INFORMATION SOLUTIONS, INC	30703568	On Line Services for Assessors Parcel Info	Outsd contracts		163.91
60452	02/28/2024	DAVMAR AIR	12003	Air Compressor Maintenance	Outsd contracts	FY24-0184	1,469.39
60453	02/26/2024	E.J. HARRISON & SONS INC	35127	Trash Removal-CWRF	Outsd contracts		552.94
60454	02/23/2024	ERICKA ISLAS	00002301	Deposit Refund Act 2301- 384 Nueve Ct	Refunds payable		65.42
60455	02/23/2024	ESQUIRE PROPERTY MANAGEMENT	00003405-2	Deposit Refund Act 3405-5230 Laurel Park Dr	Refunds payable		59.20

60456	02/28/2024	FAMCON PIPE & SUPPLY, INC	S100120891-001	Pipe Spools and hardware	Repair parts & equipment	FY24-0186	5,514.80
60456	02/26/2024	FAMCON PIPE & SUPPLY, INC	S100121130-001	Bolts & Gaskets	Materials & supplies		327.86
60456	02/28/2024	FAMCON PIPE & SUPPLY, INC	S100121195-001	Hit Fire Hydrant - Replacement	Pipeline repairs	FY24-0187	3,525.04
60456	02/27/2024	FAMCON PIPE & SUPPLY, INC	S100121682-001	Repair Parts & Equipment - Pipe Fittings	Repair parts & equipment		473.51
60456	02/27/2024	FAMCON PIPE & SUPPLY, INC	S100121806-001	Repair Parts - Meter Gaskets	Repair parts & equipment		433.72
60456	02/27/2024	FAMCON PIPE & SUPPLY, INC	S100121806-002	Repair Parts end Equipment- Meter Nuts and Bolts	Repair parts & equipment		212.36

Vendor FAM01 - FAMCON PIPE & SUPPLY, INC Total:	10,487.29
---	-----------

Vendor: FRU01 - FRUIT GROWERS LAB. INC.							
60457	02/26/2024	FRUIT GROWERS LAB. INC.	401092A	Outside Lab Work-Copper and Lead Sampling	Outsd contracts		41.00
60457	02/26/2024	FRUIT GROWERS LAB. INC.	401248A	Outside Lab Work	Outsd contracts		23.00
60457	02/22/2024	FRUIT GROWERS LAB. INC.	401735A	GAC Plant Monitoring	Outsd contracts		39.00
60457	02/22/2024	FRUIT GROWERS LAB. INC.	401736A	Round Mountain Iron-Manganese Analysis	Outside Contracts		41.00
60457	02/22/2024	FRUIT GROWERS LAB. INC.	401737A	GAC Plant TCP Analysis	Outsd contracts		600.00
60457	02/22/2024	FRUIT GROWERS LAB. INC.	401812A	Round Mountain Metals Analysis	Outside Contracts		23.00
60457	02/26/2024	FRUIT GROWERS LAB. INC.	402055A	Outside Lab Analysis-Quarterly Disinfection by-pr	Outsd contracts		946.00
Vendor FRU01 - FRUIT GROWERS LAB. INC. Total:							1,713.00
60458	02/28/2024	GMS Landscaping Inc	204367	Tree and Site Maintenance	Outsd contracts	FY24-0183	6,000.00
60459	02/26/2024	HACH COMPANY	13929080	CL17 Colorimeter Replacement	Repair parts & equipment		868.73
60460	02/26/2024	HADRONEX INC.	30880	Smart Cover Repairs	Outsd contracts		672.00
1346	02/22/2024	HealthEquity	u5dttws	Consumer Driven Health Svngs Plan-Admon Fees Feb24	Fees & charges		2.95
60461	02/28/2024	HYDROPRO SOLUTIONS	0002562-IN	MTU Project Meter Order HydroPro	Construction in progress	FY24-0159	15,889.30
Vendor: IDE01 - IDEXX LABORATORIES, INC							
60462	02/26/2024	IDEXX LABORATORIES, INC	3146116243	Replacement Material-Method 9223B	Materials & supplies		1,249.11
60462	02/28/2024	IDEXX LABORATORIES, INC	3146800944	Bacti Supplies	Materials & supplies		518.65
Vendor IDE01 - IDEXX LABORATORIES, INC Total:							1,767.76
60463	02/27/2024	INFOSEND, INC.	257184	Printing & Mailing February 2024 Statements	Outsd contracts		5,249.54
60464	02/28/2024	Janitek Cleaning Solutions-Allstate Cleaning, Inc.	52258A	Janitorial Cleaning Service	Outsd contracts		1,897.10
60465	02/23/2024	JESSICA RODRIGUEZ	00002126	Deposit Refund Act 2126 - 5645 Calle Sencillo	Refunds payable		44.40
60466	02/23/2024	JOSEPH URIBE	00011331	Deposit Refund Act 11331 - 2517 Presley Ct	Refunds payable		11.65
60467	02/28/2024	JUDE KIESEWETTER	22824	Tuition Reimb-Fall 2023	Safety & train		287.00
60468	02/26/2024	LINDE GAS & EQUIPMENT INC	41252007	Acetylene Gas Cylinders	Materials & supplies		93.26
60469	02/27/2024	LOWTHORP RICHARDS, LLP	118647	Legal Services	Legal services		4,821.50
60470	02/23/2024	MARTIN H LAGUE	00008141	Deposit Refund Act 8141 - 1776 Corte Jubilo	Refunds payable		484.17
60471	02/28/2024	NE Systems Incorporated	4502	Annual Firewall Support Renewal	Outsd contracts	FY24-0177	4,735.00
Vendor: OLI01 - OLIN CORP-CHLOR ALKALI							
60472	02/26/2024	OLIN CORP-CHLOR ALKALI	900384060	Chemicals CWRF	Materials & Supplies-RMWTP		2,346.37
60472	02/26/2024	OLIN CORP-CHLOR ALKALI	900384060	Chemicals CWRF	Materials & supplies		9,808.58
Vendor OLI01 - OLIN CORP-CHLOR ALKALI Total:							12,154.95
60473	02/26/2024	PURETEC INDUSTRIAL WATER	2149850	Chemicals RMWTP	Materials & Supplies-RMWTP		18,043.84
60474	02/28/2024	QUINN COMPANY	WON10021818	Repair Parts & Maintenance	Repair parts & equipment		762.56
60475	02/23/2024	RAYMOND RODRIGUEZ	00001534	Deposit Refund Act 1534- 778 Hillcrest Dr	Refunds payable		6.96
60476	02/23/2024	RICHARD MAERTZ	00003169	Deposit Refund Act 3169-5516 Birch View Ln	Refunds payable		16.87
60477	02/23/2024	SARVPREET K BAJWA	00011656	Deposit Refund Act 11656- 4993 Rexton Dr	Refunds payable		29.54
Vendor: SCF01 - SC Fuels							
60478	02/26/2024	SC Fuels	2581179IN	Material & Supplies - FUEL	Materials & supplies		1,848.41
60478	02/26/2024	SC Fuels	2582120IN	Material & Supplies - FUEL POND 1	Materials & supplies		2,058.53
60478	02/26/2024	SC Fuels	2584318IN	Material & Supplies - FUEL	Materials & supplies		1,531.05
Vendor SCF01 - SC Fuels Total:							5,437.99
60479	02/23/2024	SCOTT URQUHART	00002008	Deposit Refund Act 2008- 5315 Heather St	Refunds payable		106.20
60480	02/26/2024	SPARKLETTTS	4667386-021824	Distilled Bottled Water	Outsd contracts		64.45
60481	02/22/2024	STATE WATER RESOURCES CONTROL BOARD	D3 Exam-KyleH	D3 Exam Fee-Kyle Henschel	Dues & subscrip		100.00

Vendor: \T146 - TAR ASSET FIGUEROA L.P.						
60482	02/23/2024	TAR ASSET FIGUEROA L.P.	00001255	Closed Acct Overpayment Refund-4940 Verdugo Wy	Refunds payable	627.23
60482	02/23/2024	TAR ASSET FIGUEROA L.P.	00001263	Closed Acct Overpayment Refund-4928 Verdugo Wy	Refunds payable	57.13
Vendor \T146 - TAR ASSET FIGUEROA L.P. Total:						684.36
60483	02/26/2024	THE CAPRICORN GROUP	19406	Materials & Supplies - Kitchen-Bathroom-Janitorial	Materials & supplies	564.51
Vendor: THO09 - THOMAS SCIENTIFIC						
60484	02/22/2024	THOMAS SCIENTIFIC	3211644	Lab Equipment	Materials & supplies	168.51
60484	02/26/2024	THOMAS SCIENTIFIC	3218703	Laboratory Supplies	Materials & supplies	483.67
60484	02/28/2024	THOMAS SCIENTIFIC	3220905	Reference Materials (Standards)	Materials & supplies	412.46
Vendor THO09 - THOMAS SCIENTIFIC Total:						1,064.64
60485	02/27/2024	TRAFFIC TECHNOLOGIES LLC	45853	Material and Supplies - Safety Gear	Materials & supplies	699.69
60486	02/28/2024	TRAVIS AGRICULTURAL, INC	23889F	Leisure Village service line/valve i.d.	Outsd contracts FY24-0083	5,065.00
Vendor: UNIO8 - UNIFIRST CORPORATION						
60487	02/26/2024	UNIFIRST CORPORATION	2210074442	Office Cleaning Supplies - Towel-Mat Service	Outsd contracts	87.46
60487	02/26/2024	UNIFIRST CORPORATION	2210074445	Uniform Cleaning Service	Outsd contracts	146.64
60487	02/27/2024	UNIFIRST CORPORATION	2210076438	Office Cleaning Supplies - Mat-Towel Service	Outsd contracts	87.46
Vendor UNIO8 - UNIFIRST CORPORATION Total:						321.56
Vendor: USA01 - USA BLUE BOOK						
60488	02/22/2024	USA BLUE BOOK	IN00280317	Lab Reagent	Materials & supplies	167.30
60488	02/22/2024	USA BLUE BOOK	INV00279372	Lab Reference Standard	Materials & supplies	66.73
60488	02/26/2024	USA BLUE BOOK	INV00285625	Replacement Standards for the Laboratory	Materials & supplies	1,014.20
60488	02/26/2024	USA BLUE BOOK	INV00287003	Replacement Turbidity Meter Calib Standards	Materials & supplies	720.33
Vendor USA01 - USA BLUE BOOK Total:						1,968.56
60489	02/27/2024	VENTURA COUNTY AIR POLLUTION CONTROL DIST	1049384	Generator Permit- Penny Well	Fees & charges	705.00
60490	02/28/2024	VERIZON WIRELESS	9957308074	Cell Phones	Communications	3,270.73
60491	02/27/2024	W W GRAINGER, INC.	9031100291	Repair Parts & Equipment - Analyzer Supply Pumps	Repair parts & equipment	491.59
60492	02/27/2024	WBI INC	C-24	Sludge Pressing	Outsd contracts FY24-0008	103,615.00
60493	02/27/2024	WHITE BRENNER LLP	49311	OPV GMA Legal Services	Legal services	1,547.50
TOTAL VENDOR PAYMENTS-CAMROSA					\$	253,714.19
DFT0005140	02/22/2024	CAL PERS 457 PLAN	INV0014378	Deferred Compensation	Deferred comp - ee paid	2,633.15
DFT0005136	02/22/2024	COLONIAL SUPPLEMENTAL INS	INV0014374	Colonial Benefits	Colonial benefits	231.80
Vendor: EDD01 - EMPLOYMENT DEVELOP. DEPT.						
DFT0005158	02/22/2024	EMPLOYMENT DEVELOP. DEPT.	INV0014405	Payroll-SIT	P/R-sit	5,607.86
DFT0005162	02/22/2024	EMPLOYMENT DEVELOP. DEPT.	INV0014412	Payroll-SIT	P/R-sit	55.72
Vendor EDD01 - EMPLOYMENT DEVELOP. DEPT. Total:						5,663.58
Vendor: HEA02 - HealthEquity						
DFT0005145	02/22/2024	HealthEquity	INV0014385	HSA-Employee Contribution	HSA Contributions Payable	148.08
DFT0005146	02/22/2024	HealthEquity	INV0014386	HSA Contributions	HSA Contributions Payable	50.00
Vendor HEA02 - HealthEquity Total:						198.08
1344	02/22/2024	LINCOLN FINANCIAL GROUP	INV0014380	Deferred Compensation	Deferred comp - ee paid	2,749.07

1345	02/22/2024	LINCOLN FINANCIAL GROUP	INV0014399	Profit Share Contribution	Profit share contributions	2,888.49
DFT0005143	02/22/2024	PUBLIC EMPLOYEES	INV0014383	PERS-Classic Employee Portion	P/R-state ret.	20,329.87
DFT0005147	02/22/2024	SYMETRA LIFE INS CO.	INV0014387	Life Insurance	Life ins.	305.50
Vendor: UNI10 - UNITED STATES TREASURY						
DFT0005155	02/22/2024	UNITED STATES TREASURY	INV0014402	FIT	P/R-fit	13,372.54
DFT0005156	02/22/2024	UNITED STATES TREASURY	INV0014403	Payroll-Social Security Tax	P/R - ee social security	768.42
DFT0005157	02/22/2024	UNITED STATES TREASURY	INV0014404	Payroll- Medicare Tax	P/R - ee medicare	3,715.26
Vendor UNI10 - UNITED STATES TREASURY Total:						17,856.22
60443	02/22/2024	UNITED WAY OF VENTURA CO.	INV0014373	Charity-United Way	P/R-charity	20.00

TOTAL PAYROLL VENDOR PAYMENTS-CAMROSA

\$52,875.76

Board Memorandum

March 7, 2024

To: Interim General Manager

From: Kevin Wahl, Superintendent of Operations

Subject: Camrosa Water Reclamation Facility Influent Pump Capital Improvement Project

Objective: Replace and repair influent pumps at Camrosa Water Reclamation Facility (CWRF).

Action Required: It is recommended that the Board of Directors authorize the Interim General Manager to:

- 1) Appropriate \$350,000.00 from the Wastewater Capital Replacement Fund and establish a CWRF Influent Pump Capital Improvement Project (CIP); and
- 2) Issue a purchase order to R&B Automation, Inc., in an amount not to exceed \$83,138.99, for the purchase and installation of a new 8" Fairbanks Nijhuis Pump; and
- 3) Issue a purchase order to R&B Automation, Inc., in an amount not to exceed \$80,806.30, for the repair and reinstallation of our existing 8" Fairbanks Nijhuis Pump.

Discussion: Wastewater arrives at CWRF via the collection system. The three influent pumps lift the wastewater from the lowest level of the Headworks building up to the splitter box on the aeration ditches. During normal flow rates the plant uses two out of the three pumps, leaving the third for redundancy. One pump failed and was removed, torn down, inspected, and deemed rebuildable. During this timeframe a second pump failed, and we are currently down to only one operational pump. This project includes rebuilding our 3 existing pumps and purchasing a new spare pump. This would return the plant to a truly redundant influent pump operation. Action Items #2 and #3 will provide for the first two of the four pumps. Staff will request purchase orders for pumps three and four once their condition is assessed and a quote for the work has been provided.

R&B Automation, Inc. is the Fairbanks Pump factory dealer for this region. The new pump and repair parts currently have a 22–27-week lead time.

There are sufficient reserves in the Wastewater Capital Replacement Fund to establish the CWRF Influent Pump CIP.

Board Memorandum

March 7, 2024

To: Board of Directors

From: Jozi Zabarsky, Customer Service Manager

Subject: Payment Processing

Objective: Enter into a five-year service agreement with InvoiceCloud for electronic payment processing services for the upgraded billing system and new customer portal.

Action Required: Authorize the Interim General Manager to enter into a five-year service agreement with InvoiceCloud for electronic payment processing and other related services.

Discussion: The current electronic payment processor has been in place since March 23, 2017. As part of the Advanced V5 billing system upgrade, staff explored other vendors who provide electronic payment processing and additional services related to online payments and customer engagement.

InvoiceCloud is a preferred vendor with Advanced and presented a comprehensive plan to provide credit/debit card processing on-line, by phone, by text, and in person. In addition to traditional payments methods, digital wallet options such as ApplePay, GooglePay, Venmo, and Paypal will be available. Once enrolled in the integrated customer portal, customers will receive bill reminders and related notices via their preferred communication method. With InvoiceCloud, the District will gain the ability to send all customers important broadcasts (even those not enrolled).

Customers currently enrolled in automatic clearing house (ACH) will be transitioned to InvoiceCloud ACH. The District currently processes approximately 2,900 ACH payments in-house and absorbs the \$592 monthly cost. Staff recommends continuing to absorb this cost, which will increase to about \$864 per month. For this increase, customers will gain payment date flexibility and the District will no longer have to manage the ACH enrollment or related customer data security issues. Additional absorbed costs of about \$457 per month for e-billing and card reader fees will be offset by reductions in costs to the District for other services such as bill printing, lockbox, and ACH fees, as well as reduced staff time needed, due to Invoice Cloud's complete management of all electronic payment methods. All other payment processing fees related to credit/debit card transactions will be passed on to the customer.

Staff recommends entering into the five-year agreement with InvoiceCloud. The FY24-25 budget will reflect the estimated annual cost.

Attachments:

- Cost Comparison Table
- Invoice Cloud Agreement

	Current Cost			Estimated Future Cost			Difference	Benefits
Service	Price	Qty	Total	Price	Qty	Total	+/-	
1000 outbound	\$124	1	\$124	\$100	1	\$100	(\$24)	3 bill reminders included - used for outreach
POS rental			\$0	\$35	1	\$35	\$35	Accept payments in office
ACH autopay	\$0.20	2932	\$592	\$0.25	3455	\$864	\$272	Reduce staff time (3 hrs), flexible payment date, PCI compliance
Portal autopay		645	\$0					
e-bill		1666	\$0	\$0.25	1666	\$417	\$417	Reduce bill print costs (\$0.79/printed bill)
Lockbox/OBD	\$0.27	1000	\$270	\$0.25	1000	\$250	(\$20)	Expedited deposits and reduces mail issues
MONTHLY COST			\$986			\$1,665	\$679	

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

6. Term and Termination. The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of five (5) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive one (1) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty. EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances.

Biller Agreement

Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Biller is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Biller’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Biller shall cooperate with Invoice Cloud to effect a timely Implementation by Biller allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Biller’s software and service providers and providing to Invoice Cloud the information required to integrate with Biller’s billing, CIS and other applicable systems.

10. Indemnification. Invoice Cloud shall indemnify and hold Biller and Biller’s employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Biller’s failure to resolve a payment dispute concerning debts owed to Biller or Biller’s negligence or willful misconduct or violation of any applicable agreement or law.

11. Fees.

Invoice Cloud will charge the Biller and/or payer, payment transaction and other fees as provided in the Biller Order Form. In addition, Invoice Cloud will charge the fees set forth on the Biller Order Form for the initial platform setup, configuration, implementation and integration with Biller system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Biller following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Biller Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Biller Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Biller Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Biller’s specifications after Biller has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Biller error.

12. Limitation of Liability. INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

13. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

14. Notice. Either party may give notice by electronic mail to the other party’s email address (for Biller, that address on record on the Biller Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

Billers Agreement

Attention: Client Services or helpdesk@invoicecloud.com. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

17. Immigration Laws. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

18. Beta Products. In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/biller-terms-and-conditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

Invoice Cloud

Statement of Work

Camrosa Water District

Overview

The Invoice Cloud (IC) suite of services (The Service) will give the *Camrosa Water District* (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the *Camrosa Water District* to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

Definitions:

1. Biller – Merchant / *Camrosa Water District*
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

1. Security and Industry Compliance

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

2. Data Integration

Invoice Cloud does maintain an integration with *Harris - Advanced*. The integration for the *Camrosa Water District* will include the functionality found in Appendix B.

3. Payer Portal

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
 - ACH Reject Notifications
 - Batch Close Notifications
 - Daily Management Report
 - File Processing Notifications
 - Month End Billing Invoice
 - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
 - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
 - allowing customers to update their phone or mailing address through the payer portal
 - allowing customers to pay less than, or more than the balance due based on receivable type
 - updating Refund Policy description
 - updating customer service phone number

5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers*
- c. Search Invoices
- d. Search Payment Transactions*
- e. Monthly Summary
- f. Registration Report*
- g. Autopay Report*
- h. Paperless Report*
- i. Data Synchronization History
- j. EFT/ACH Rejects*
- k. View Scheduled Payments*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
 - Email Statistics
 - Email Tracking
 - Bounced Email Report

6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.

- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.
- First Invoice Email Notification
 - Second Invoice Email Notification
 - Third Invoice Email Notification
 - Payment Transaction Receipt
 - Declined Auto Pay Transaction
 - Late Fee Email Notification
 - Declined Scheduled Payment Notification
 - Registered Customer Welcome Email
 - AutoPay Registration Notification
 - Paperless Registration Notification
 - ACH Reject/Chargeback Notices (with reason codes and descriptors)
 - Credit Card Expiration Notification
 - Scheduled Payment Confirmation
 - AutoPay Reminder Notification
 - FlexPay Confirmation Notification
 - Scheduled Payment Reminder
 - Paperless Off Confirmation
 - Online Bank Direct Payment Receipt
 - Linked Accounts First Notice Notification
 - Linked Accounts Second Notice Notification
 - Linked Accounts Third Notice Notification
 - AutoPay Off Confirmation
 - Conveyed Customer Notification
 - Multiple Registered Customers Welcome Email
 - Recurring Scheduled Payment Confirmation
 - Recurring Scheduled Payment Canceled

7. Business Rules

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.

8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 7 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 7 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 6 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
 - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
 - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
 - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
 - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
 - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

10. Marketing

Invoice Cloud provides free marketing resources that billers can use to promote EBPP payment solutions to their payers. Billers will receive a comprehensive document outlining proven marketing best practices. In addition, billers will be granted access to Invoice Cloud's proprietary Marketing Resource Center. This online tool allows billers to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters
- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Billers also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable billers to create many of the materials mentioned above

11. CloudIVRConnect™

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

12. CloudSMSConnect™

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

13. AgentConnect™

The IC AgentConnect allows Billers (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless

- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

14. **CloudStore™**

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

15. **Online Bank Direct™**

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the *Camrosa Water District*, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Camrosa Water District

Invoice Cloud, Inc.

By: _____

By: Kevin W. O'Brien

Printed Name: _____

Printed Name: Kevin W. O'Brien

Title: _____

Title: President

Date: _____

Date: 2/21/2024

Appendix A: System Modifications

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

NONE

Appendix B: Integration Supported Features

Modules & Features	Advanced Utility Systems (CIS Infinity)	
PRODUCTS		
Invoice Types	Utilities	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
DATA EXCHANGE	Method	Frequency
Invoices	SFTP	As Needed
Adjustments (Account Balances)	Real-Time Data Refresh	Real-Time
Payments	Data Pump	Near-Time
AutoPay Flags	Data Pump	Near-Time
Paperless Flags	Data Pump	Near-Time
Block Payment Method (Credit/ACH)	Real-Time Data Refresh	Real-Time
INVOICE FILES		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
BILL PRESENTMENT		
PDF Extraction (Partial)	Supported	
Link to PDFs	Preferred	
BATCH CLOSE		
Standard or Custom	Custom	
CUSTOM OPTIONS		
Single Sign-On	Supported	

Appendix C: Biller Deliverables

Deliverable
Sample invoice file (BIF)
AUS web services installed
Firewall access granted – whitelist required IP addresses
SSO credentials and conversion data (if applicable)
AutoPay conversion data (if applicable)
Paperless conversion data (if applicable)

SALES INFORMATION					
IC Sales Rep	Preston Flowers			Vertical	Utility
Order Date	2/27/2024		Billing Software	Harris - Advanced	

BILLER INFORMATION					
Ownership Type	Government		Phone	805-388-0226	Fax
Legal Name	Camrosa Water District		Website URL	https://www.camrosa.com/	
Address 1	7385 Santa Rosa Rd		Bus. Open Date		
Address 2			Federal Tax ID		
City	Camarillo		<i>*Federal Tax ID and Legal Name must match on all documents</i>		
State	CA	ZIP			

BILLER CONTACT			
Primary Contact Name	Josephine (Jozie) Zabarsky		
Phone	805-256-3330		
Email Address	jozis@camrosa.com		

SIGNING AUTHORITY			
Name	Norman Huff		Title
Phone	805-388-0226	Fax	
Email Address	normanh@camrosa.com		

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)			
Note: Must include voided business check or bank letter for each unique account			
Billing Method	Direct Debit		
Routing #		Last 4 Acct #	

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Billor Portal Access Fee	Monthly	Fixed (\$)	\$0.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$15.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$15.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.25
Online Bank Direct - OBD Access Fee	Monthly	Fixed (\$)	\$0.00
Invoicing - Outbound Campaigns - Monthly Minimum (Email/Text/Call)	Monthly	Fixed (\$)	\$100.00
Invoicing - Outbound Campaigns - Call	Per Minute	Fixed (\$)	\$0.10
Invoicing - Outbound Campaigns - Email	Per Message	Fixed (\$)	\$0.10
Invoicing - Outbound Campaigns - Text	Per Message	Fixed (\$)	\$0.10

PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$15.00

HARDWARE						
Card Reader Type		Quantity		Cost per Reader		
Card Reader				Billing Interval	Monthly	
Shipping Address (if different than location address)						

DATA RETENTION		
Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES			
Description	Interval	Cost	
Implementation (per SOW)	One-Time	\$0.00 (WAIVED)	

NOTES/SPECIAL HANDLING	

[signature page follows]

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Norman Huff

Printed Name

Interim General Manager

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

President

Title

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET

Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility Bill	Pricing Model	Submitter	
Biller Pays Network Fees			No	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
8228	8228	8228	8228	8228	8228	8228	8228	8228	8228	8228	8228

Avg CC Transaction \$	140.00	Max Invoice \$	2,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	8228
-----------------------	--------	----------------	----------	----------------	---------	----------------------	------

PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [IVR] [OBD] [Outbound Campaigns] [ACH Migration]
-----------------------	---

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
Auto Pay	ACH/EFT		\$0.25	
Online Bank Direct	All Payment Methods		\$0.25	

TRANSACTIONAL PRICING EXCEPTIONS

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.75 %	Percent (%)	\$2.75
All Payment Sources	ACH/EFT	\$2.75	Fixed (\$)	

SERVICE FEE EXCEPTIONS

MAX PAYMENT CAP

Card and PayPal Max (\$)	5,000	ACH Max (\$)	125,000	
--------------------------	-------	--------------	---------	--

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
-----------	--	---------------	--	-----------------------	--

NOTES / SPECIAL HANDLING

--

Board Memorandum

March 7, 2024

To: Interim General Manager

From: Tamara Sexton, Deputy General Manager/Finance

Subject: Fiscal Year 2023-24 Program Accomplishments & Fiscal Year 2024-25 Goals

Objective: Receive a presentation from staff regarding current fiscal year program accomplishments and Fiscal Year (FY) 2024-25 program goals.

Action Required: No action necessary; for information only.

Discussion: Staff will provide an overview of the current fiscal year program accomplishments and goals that will become the foundation upon which the FY 2024-25 expense budget will be developed. The current year's accomplishments and FY 2024-25 goals are attached.

Human Resources – Program 05

The objective of the Human Resources program is twofold: to capture all human resource costs in a single program in order to compare the total costs of this resource by fiscal year, and to capture all costs for later allocation to the three cost centers to simplify the accounting necessary to track labor costs. Included in this program are all Salaries and Benefits for both full-time and part-time personnel, temporary contract labor, and miscellaneous personnel support costs such as uniforms, certification fees, training, and travel. These costs are allocated as overhead to the three cost centers.

Accomplishments for 2023-2024

- Zero lost-time accidents.
- District employees continued advancement in water, wastewater, and laboratory certifications.
- Successfully recruited a Laboratory Analyst I, Field Service Technician II, Engineering and Capital Projects Manager, Assistant General Manager, and General Manager.
- Provided monthly safety training to all staff.
- Continued Part-Time Student Employee Program.
- Transitioned Updated 457 Plan administration from Empower to Lincoln Financial.
- Updated Profit Share Plan reinstatement to incorporate SECURE/CARES Acts.
- Initiated research on alternative retirement systems.

Goals for 2024-2025

- Zero lost-time accidents.
- Enhance staff training and certification.
- Continue evaluation of alternative retirement plans.
- Continue outreach of the Part-Time Student Employee Program.
- Develop an employee mentoring program.
- Develop an Operator-in-Training (OIT) program to recruit, train, and develop the next generation of water and wastewater operators.
- Increase staffing to meet the needs of the District and support succession planning.
- Develop a strong core organizational structure to support the District Strategic Plan.

General Management – Program 10

The General Management program provides funds for expenses related to the general management of the District, including administrative, accounting, insurance, annual fees and charges, and other general expenses of the District. The program also contains funds for all Director-related expenses, including meeting fees, membership dues, conference and travel, and legal services. These costs are allocated as overhead to the three cost centers.

Accomplishments for 2023-2024

- Supported Board Member participation on regional Boards and with regional organizations.
- Supported Board Member participation in industry and association conferences.
- Updated Investment Policy and diversified investment portfolio by investing in treasury bills.
- Completed a five-year comprehensive rate study.
- Received the CSMFO Operational Budgeting Excellence Award for the tenth consecutive year.
- Received Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the ninth consecutive year.

Goals for 2024-2025

- Continue to support Board Member participation on regional Boards and with regional organizations.
- Continue to support Board Member participation in industry and association conferences.
- Selection of a new auditor.
- Pursue electronic accounts payable automation within the financial system.
- Pursue grant funding where available and appropriate.
- Update and implement the District's Record Retention Policy.

Information Services – Program 11

The purpose of the Information Services program is to manage and improve communication. This involves communication with our customers, other agencies, and internally among Staff. The program tracks the cost of developing, maintaining, and delivering the information necessary to manage the District effectively. The program includes costs for developing and maintaining the computer network and its accessibility. This includes secure access to information databases such as web, email, billing, financial, AMR, GIS, SCADA, and Intranet and Internet Services across the local and wide area networks of the District. The costs for all voice and satellite communications, as well as secure access to all support subscriptions to hosted and onsite data services, are included in this program. Costs are allocated as overhead to the three cost centers.

Accomplishments for 2023-2024

- Completed AMR/AclaraOne project.
- Upgraded network backbone switches.
- Continued migration of virtual servers from MS-Hyper-V to VMWare (Tier 2 Historians and Domain Controller).
- Setup CISv5 Cloud Environment in support of Advanced CIS Billing System V3 to V5 Upgrade.
- Implemented multifactor authentication for email authentication.
- Migrated users from ArcGIS Desktop to GIS Web and Field Map apps.
- Installed security cameras at the Main Office, CWRP, RMWTP, Reservoir-1B, Conejo Creek Diversion, Conejo, and Lynnwood Well sites.
- Completed GPS locating of 100% of the district's water and wastewater distribution system assets and cleanup of GIS geo-databases.
- Implemented AllConnected Disaster Recovery as-a-Service (DRaaS) services to support business continuity in the event of server outages.
- Set up the Laboratory Information System (LIMS) server environment for water quality data management.
- Began migration of existing P: and H: drive file repositories to Microsoft SharePoint cloud hosting.

Goals for 2024-2025

- Start upgrade of District Workstations from Windows 10 to Windows 11.
- Complete the migration of existing P: and H: drive file repositories to Microsoft SharePoint cloud hosting.
- Investigate cloud-based replacement for on-premise Alchemy Data Repository server.
- Complete Advanced CIS Billing System V3 to V5 Upgrade.
- Investigate migration from Tyler Incode Parallels thin-client to web-based interface.

Resource Planning and Engineering Services – Program 12

The Resource Planning program plans and develops water resources and wastewater treatment capacity to serve Camrosa's current and future customers. This involves researching and analyzing alternatives, developing and implementing programs, planning and managing capital projects, and facilitating institutional relations to increase and manage available water. The program also manages Camrosa's environmental review process and related permitting.

Engineering Services manages capital projects and assists in the evaluation, planning, and execution of projects to improve the efficiency of the water and wastewater systems. The program provides development oversight by calculating fees and charges, checking plans for compliance with District standards, inspecting developments and District projects, managing maps and records of completed projects, and providing underground facilities location for new construction or repairs by other utilities. These costs are allocated as overhead to the three cost centers.

Accomplishments for 2023-2024

- Completed installation of a new waterline under Conejo Creek.
- Completed air entrainment pilot study for Penny Well.
- Completed GAC Treatment Plant and put Conejo Wellfield back in production.
- Completed construction of PV Well No. 2 and placed well into service.
- Completed rehabilitation of the University and Woodcreek Wells.
- Completed construction of Heritage Park Monitoring Well.
- Completed CWRP Effluent Pond Improvements.
- Completed design for Iron/MN Treatment at PV Well No. 2.
- Completed design of Water Quality Sampling Stations (42 sites).
- Identified PV Well No. 3 location and began design.
- Completed design of new University well for RMWTP.
- Completed design for Ag3 Non-potable Water Tank.
- Completed design and issued contract for Solids Dewatering Press Facility at CWRP.

Goals for 2024-2025

- Complete construction for Iron/MN Treatment at PV Well No. 2.
- Complete construction of Water Quality Sampling Stations (42 sites).
- Complete design and begin construction for PV Well #3.
- Begin drilling/construction for new University well for RMWTP.
- Complete construction of Solids Dewatering Press Facility at CWRP.
- Begin design of new Pump Station for Zone 1 to Zone 2.
- Complete design for the expansion of SR Water Line to 24-Inch (Upland Rd to San Rafael Way).
- Begin design for replacement of PS# 4 and Ag2 Non-potable Water Tank.
- Complete design and begin construction for refurbishment of SR-10 Well.
- Complete design and begin construction for refurbishment of Lift Station #4.

Water Resource Management – Program 22

The primary function of the Water Resource Management (WRM) program is to protect the District's existing sources of supply and develop new ones.

Camrosa's water resources are precious, and the District is committed to ensuring that these resources are not lost to deficiencies in its infrastructure or due to inaccuracies in metering devices or technology. To this end, the WRM program has developed a Comprehensive Water Loss Reduction Strategy and is dedicated to prioritizing these identified best practices to reduce water loss.

Proliferating State mandates exert pressure on the District's ability to meet customer demand and significant WRM activity is directed at working with state agencies and other water suppliers to implement these regulations in ways that don't compromise our existing sources, stifle innovation, or upset cost/benefit analyses. WRM cultivates relationships with state and federal legislators and state agency leadership and staff; participates in statewide working groups; and engages in legislative analysis and advocacy. WRM costs are allocated as overhead to the three cost centers.

Accomplishments for 2023-2024

- Developed the Camrosa Comprehensive Water Loss Reduction Strategy.
- Implemented quarterly water loss reporting to the Board.
- Identified water loss anomalies due to MTU and meter inconsistencies, replaced 1,800 MTUs and 391 meters and received Board approval for upgrading an additional 5,500 MTUs and 740 meters.
- Developed reporting strategy for new SWRCB and DWR reporting requirements.
- Made significant progress toward compliance with Federal and State Lead Service Line Inventory (LSLI) requirements.
- Participated in advocacy efforts to influence State policy and regulatory proposals for conservation legislation and water quality issues: including participation in workgroups with the State Water Board, Dept. of Water Resources, Metropolitan Water District, Calleguas Municipal Water District, and ACWA.
- Provided support for Customer Service for public outreach and conservation communication which included presentations to HOAs and updates to the Camrosa website.

Goals for 2024-2025

- Develop and implement prioritized elements of the Camrosa Comprehensive Water Loss Reduction Strategy that will consistently reduce water loss below 6%.
- Submit completed Lead Service Line Inventory to SWRCB.
- Engage with SWRCB/DWR on implementation of new legislation.
- Maintain and strengthen Camrosa's position as a key collaborator on State water policy development with other water agencies and organizations such as ACWA and CMUA.
- Continue to support Customer Service public outreach and communication programs.

Customer Service – Program 24

The Customer Service program plays a crucial role in ensuring the efficient and effective delivery of water and sewer services to Camrosa customers. Customer Service Representatives answer customer questions and handle requests for service in a courteous and friendly manner and then as needed, dispatch technicians to address issues promptly. This program is responsible for generating and issuing bills for water and sewer services to customers, managing the collection of revenues from billings and capital improvement fees, and ensuring timely payments and proper accounting for the funds collected. Other responsibilities include addressing regulatory compliance and promoting conservation efforts by engaging in outreach efforts to promote water conservation among customers while ensuring customers' compliance with regulations regarding water use efficiency and cross-connection control. Costs are allocated as overhead to the three cost centers.

Accomplishments for 2023-2024

- Increased customer enrollment in Autopay/Recurring Payment Options from 41% to 43%, increasing convenience for customers and streamlining revenue collection processes for the District.
- Increased the number of customers opting to go paperless from 17% to 20%, resulting in cost-savings related to printing and mailing, and conservation of natural resources.
- Conducted initiatives to educate customers about water conservation practices and leak detection methods, thereby empowering customers to save on water bills.
- Initiated the upgrade of the utility billing system, demonstrating the District's commitment to improving operational efficiency and customer service quality by streamlining processes, enhancing accuracy, and offering new features and services to customers.

Goals for 2024-2025

- Enhance the customer experience by updating the payment and customer engagement portal to make it more user-friendly, intuitive, and efficient by implementing new features, improving navigation, and ensuring compatibility across devices.
- Expand efforts to encourage customers to opt for paperless billing and communication by including educational campaigns highlighting the environmental benefits, offering incentives, and simplifying the process for opting to go paperless.
- Increase enrollment in autopay to 50% and paperless e-billing to 25% through customer outreach, streamlined enrollment, targeted marketing, and exploring incentive programs.
- Strive for ongoing enhancement of customer service standards and operational efficiency by regularly evaluating and refining processes, implementing feedback mechanisms for customers, and staying updated on industry best practices.
- Invest in educating both customers and staff to enhance understanding of water conservation, billing processes, and customer service best practices through workshops, online resources, and targeted outreach efforts.
- Collaborate with other teams to develop and implement strategies aimed at reducing water loss with initiatives such as leak detection programs, meter replacement/infrastructure upgrades, and public awareness campaigns.
- Development and implementation of recently adopted SWRCB cross-connection requirements.

Water Quality – Program 25

The Water Quality program ensures Camrosa meets and exceeds all state and federal water quality standards. We do this by operating two State-accredited environmental laboratories that monitor the District's drinking water wells, distribution system, sewer collection system, and treatment plant so the District can maintain optimal operation and quickly respond to water quality issues. The lab maintains the District's industrial waste program and applies for, negotiates, and manages primary operational permits. In an ever-expanding regulatory environment, Water Quality supports regulatory compliance with TMDLs, participates in legislative/regulatory advocacy, and contributes to internal and interagency studies in pursuit of new supplies and improved operations. Water Quality staff consult internally on project research, planning, and implementation. The costs for this program are allocated as overhead to the three cost centers.

Accomplishments for 2023-2024

- Zero violations: 100% compliance with all regulations and permits.
- Completed implementation of the laboratory portion of the Water Information Management System (WIMS).
- Assisted in the startup, testing, and operation of the Conejo Wellfield Granular Activated Carbon (GAC) treatment plant.
- Completed initial Copper and Lead Sampling required by the GAC Plant permit amendment.
- Passed performance testing for ELAP accreditation.
- Completed conversion of the District laboratories from ELAP-compliant to the new TNI compliance system as required by California law.
- Participated in Calleguas Creek Watershed Management group, including the TMDL implementation group and the Salts subcommittee.
- Recruited and trained a full-time laboratory analyst.
- Participated in public outreach by providing tours of the CWRF and RMWTP to college students from CSUCI and other school groups.
- Completed coordination for District-wide reporting and compliance accountability.

Goals for 2024-2025

- Zero violations: 100% compliance with all regulations and permits.
- Complete the Sequential Chlorination Project at CWRF and receive conditional approval letter from LARWQCB to perform sequential chlorination at the Wastewater Plant.
- Complete another round of Copper and Lead Sampling in July as required in the GAC Plant permit amendment.
- Complete the Sampling Station Project.
- Participate in the Unregulated Contaminant Monitoring Rule 5 (UCMR 5) which is mandated by the federal government to discover more "Constituents of Concern" for regulation.
- Convert disinfection at Penny Well from free chlorine to monochloramines.
- Ensure accurate and timely submission of all internal and external reporting.

Buildings/Grounds & Rolling Stock – Program 26

The Buildings/Grounds & Rolling Stock program accounts for the maintenance of all District buildings, 65 acres of District property, approximately two miles of District roads, and the maintenance of the District's fleet and specialized facilities service equipment. This includes janitorial service, grounds maintenance, landscaping, fencing, weed control, and vehicle leasing and maintenance. These services reflect the District's objective of keeping all grounds secured for public safety, appealing to the eye, and optimally maintained. In addition, this program provides resources for a range of reliable vehicles and equipment, minimizing our reliance on outside contractors. Camrosa has 24 motor vehicles, 4 tractors, 2 forklifts, a trailer-mounted non-potable water pump, and multiple trailers in its fleet. These costs are allocated to the three cost centers.

Accomplishments for 2023-2024

- Renewed fleet vehicle leases, replaced a 2016 F-250, and added four additional Ford Rangers.
- Completed replacement of atmospheric monitoring system at CWRP headworks.
- Installed security cameras at the Main Office, CWRP, RMWTP, Reservoir-1B, Conejo Creek Diversion, Conejo, and Lynnwood Well sites.
- Completed routine tree trimming and weed control at District sites.
- Explored opportunities for solar power generation at the non-potable storage ponds.

Goals for 2024-2025

- Complete routine tree trimming and weed control at District sites.
- Develop a District plan to comply with California Zero Emission Vehicle requirements.
- Continue exploration and possible implementation of solar power generation opportunities at the non-potable storage ponds.
- Procure a new F-550 utility vehicle.
- Procure a forklift for the PV well site.
- Replace the roof on the O&M building.
- Perform a complete facility review to ensure efficient use by District personnel of equipment and material storage and operational facilities.

Potable Water Production & Distribution – Program 52

The Potable Water Production & Distribution program produces and delivers clean, reliable potable water to the District's 8,200 service connections in a safe and cost-effective manner. The system includes more than 100 miles of transmission and distribution pipelines, a 1-MGD desalter facility, 10 reservoirs, 8 active wells, 11 Calleguas turnouts, 7 booster stations, 10 pressure-reducing stations, 1,300 valves, and 1,214 fire hydrants. These costs are allocated 100% to the potable water cost center.

Accomplishments for 2023-2024

- Achieved a 55:45 percent local groundwater production to imported water ratio.
- Continued distribution valve replacement program.
- Completed installation of a new waterline under Conejo Creek.
- Completed air entrainment pilot study for Penny Well.
- Completed GAC Treatment Plant and put Conejo Wellfield back in production.
- Completed construction of PV Well No. 2 and placed well into service.
- Completed rehabilitation of the University and Woodcreek Wells.
- Completed construction of Heritage Park Monitoring Well.
- Completed annual potable production meter calibration.
- Developed a well maintenance and rehabilitation program.
- Completed design of Water Quality Sampling Stations (42 sites).
- Completed replacement of all meter station control cabinets.
- Began distribution system flushing.
- Completed AMR/AclaraOne pilot Zone 1 and 2 installation of 1,800 MTUs.

Goals for 2024-2025

- Achieve a 60:40 percent local groundwater production to imported water ratio.
- Complete construction for Iron/MN Treatment at PV Well No. 2.
- Complete construction of Water Quality Sampling Stations (42 sites).
- Implementation of the well maintenance and rehabilitation program.
- Complete distribution system flushing.
- Complete design and begin construction for a new supply well for the RMWTP.
- Complete AMR/AclaraOne MTU installation District-wide including 5,245 MTUs.
- Complete Meter Station #11 and Pressure Relief Stations rehabilitation.

Non-Potable Water Production & Distribution – Program 53

The Non-Potable Water Production & Distribution program delivers non-potable water to the District's customers in a safe and cost-effective manner. The non-potable system includes the Conejo Creek Diversion structure, 49 million gallons of surface storage area, 3 wells, 4 pumping stations, 4 reservoirs, 34 fire hydrants, and 23 miles of distribution pipelines. These costs are allocated 100% to the non-potable water cost center.

Accomplishments for 2023-2024

- Continued annual overhaul of Diversion debris screens.
- Calibrated all non-potable production meters.
- Completed annual sand removal at the ponds.
- Inspected and cleaned Reservoir 1A.
- Completed design for Ag3 Non-potable Water Tank.
- Completed CWRP Effluent Pond Improvements.
- Developed a well maintenance and rehabilitation program.

Goals for 2024-2025

- Continue annual overhaul of Diversion debris screens.
- Calibrate all non-potable production meters.
- Complete annual sand removal at the ponds.
- Continue annual sandbar removal at the Conejo Creek Diversion.
- Inspect and clean Reservoir 1A.
- Complete design for the refurbishment of Ag2 Non-potable Water Tank and Pump Station #4.
- Complete design and begin construction for refurbishment of SR-10 Well.
- Implementation of the well maintenance and rehabilitation program.
- Complete AMR/AclaraOne MTU installation district-wide including 255 NP MTUs.
- Explore opportunities within the non-potable distribution system.

Wastewater Collection & Treatment – Program 57

The Wastewater Collection & Treatment program provides for the operation, maintenance, and repair of the Camrosa Water Reclamation Facility (CWRF) and the sewer collection system, including 40 miles of collection lines, 6 lift stations, 4 siphon structures, and 1,350 manholes. Each year, two-thirds of this system receives hydro-cleaning, and suspected trouble spots are identified and videoed. The source control program ensures that industrial customers do not discharge materials hazardous to the treatment process and restaurants do not discharge grease into the collection system. The CWRF has helped increase the water resources available to the District. These costs are allocated 100% to the wastewater cost center.

Accomplishments for 2023-2024

- Cleaned two-thirds of the collection system.
- Completed annual calibration of all flow meters at CWRF.
- Continued construction of permanent ammonia injection facility for sequential chlorination.
- Rehabilitated 47 sewer manholes.
- Completed atmospheric monitoring system at CWRF headworks.
- Began design of Sewer Hotspot rehabilitation project.
- Completed design and began installation of Solids Dewatering Press Facility at CWRF.
- Completed CWRF Effluent Pond improvements.
- Completed replacement of the Motor Control Center (MCC) at Sewer Lift Read Rd.

Goals for 2024-2025

- Zero wastewater violations and zero sanitary sewer overflows.
- Complete construction of permanent ammonia injection system for sequential chlorination.
- Begin construction of the Sewer Hotspot rehabilitation project.
- Complete replacement of the Headworks bar screen at CWRF.
- Complete construction of Solids Dewatering Press Facility at CWRF.
- Complete annual calibration of all flow meters at CWRF.
- Complete replacement of atmospheric monitoring system at CWRF headworks.
- Rehabilitate an additional 40 sewer manholes.
- Complete design and begin construction for rehabilitation of Lift Station #4.
- Begin the design process at the CWRF for upgrading the Programmable Logic Controllers (PLC).
- Begin design to rehabilitate the CWRF power distribution system.

Board Memorandum

March 7, 2024

To: Board of Directors

From: Norman Huff, Interim General Manager

Subject: Prop. 218 Notification and Protest Policy

Objective: Discuss the Prop. 218 notification and protest policy for the upcoming rate-setting process.

Action Required: No action necessary; for discussion only.

Discussion: In order to present the Board with a Resolution at the next Regular Board Meeting approving guidelines for notification as well as submission and tabulation of protests in connection with rate hearings conducted pursuant to Article XIII D, Section 6 of the California Constitution, Staff requests the Board's direction.

Notification Policy

Prop. 218 Article XIII D, section 6(a)(1) requires that the public agency proposing to impose a new or increase an existing property-related fee or charge provide written notice by mail to the record owner of each parcel upon which the fee or charge will be imposed.

California Government Code section 53750(j) provides that for purposes of Article XIII C and XIII D, the term "record owner" means "the owner of a parcel whose name and address appears on the last equalized secured property tax assessment roll,...".

California Government Code section 53750(i) defines "notice by mail" to include providing notice via a utility bill for a fee or charge, which in some instances may be mailed to a utility customer rather than the record owner of the parcel where the service is provided.

Article XIII D, section 6(a)(2) provides that a property-related fee or charge may not be imposed or increased if a majority of "owners of identified parcels" submit written protests. However, these sections, when read with the definitional provisions of Article XIII D, section 2, make clear that the procedural and substantive provisions of Article XIII D, section 6 were intended to apply to more than just the "record owner" of a parcel upon which the fee or charge is proposed to be imposed, and include any tenants who are directly liable for the payment of the fee or charge (i.e., customers of record).

Article XIII D, section 6(a)(1) explicitly requires that notice must be provided to the "record owner." In some instances, the record owner may not reside at the address to which the billing statement for a property-related service or other mailer is customarily mailed. In that situation, if notice is sent only to the service address, the public agency will have failed to provide the required notice to the record owner. Thus, in order to ensure that the property owner of record receives written notice, the notice may be mailed in the billing statement or other mailer as authorized by California Government Code section 53755(a), *and* should also be mailed to the property owner of record at the address identified for such property owner on the last equalized secured property tax assessment roll, if that address is different from the service address.

Protest Policy

Upon the conclusion of the public hearing, if written protests against proposed new, or increases to the existing, property-related fees or charges are not presented by a *majority of property owners of the identified parcels upon which the rates and charges are proposed to be imposed and any tenants directly liable for the payment of the fees*, the legislative body may proceed with imposing the fees or charges.

Although not required under Article XIII D, section 6(a), it is recommended that the notice also contain an explanation of the process for submitting a protest to the proposed rates and any additional requirements for submitting a written protest, such as that the notice must contain the name, address and signature of the person submitting the protest.

Summary

In consultation with Attorney Michael Colantuono, the District's Prop. 218 legal specialist, he emphasizes that as long as the legal requirements of Prop. 218 are met then the application becomes a policy choice. "The most common practice is to give notice via bill inserts and, therefore, to customers of record, not property owners. Failing to also give notice to property owners means you cannot enforce delinquencies on the tax roll, but few agencies do that – they just turn off meters for non-payment. Some agencies notify both property owners and customers of record. Who gets notice and who can protest are distinct – property owners can protest even if they do not get notice and tenants, too. So, for master-metered parcels, it may not be practical to notice the individual tenants or condo owners, but it will be wise to count their protests anyway. You might not want to let them protest for the whole parcel, though, but might lack the data to divide the protest among units."

Board Memorandum

March 7, 2024

To: Board of Directors

From: Norman Huff, Interim General Manager

Subject: Closed Session – Personnel Matters

Objective: Discuss personnel matters.

Action Required: No action necessary; for information only.

Discussion: Personnel matters may be discussed in closed session pursuant to Government Code 54957.

Public Employee Appointment - Title: General Manager

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

- A. Cash Balances (Jan. 2024)
- B. 2024 Board Calendar

FUNDS FY 23-24

	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	% Invested		FEBRUARY	MARCH
UNRESTRICTED FUNDS											
Investments											
LAIF	7,279,843.43	7,279,843.43	7,279,843.43	11,745,473.64	9,670,473.64	8,845,473.64	10,895,371.44	24%	1,2,7		
PERSHING, LLC (T- Bills, Notes)	32,744,886.00	32,744,886.00	32,975,661.00	32,972,554.70	33,598,335.58	33,598,335.58	33,598,335.58	76%			
	40,024,729.43	40,024,729.43	40,255,504.43	44,718,028.34	43,268,809.22	42,443,809.22	44,493,707.02	100%			-
Operating Accounts											
U.S BANK DEPOSIT ACCOUNT	404,793.13	344,632.56	6,303,042.40	576,888.67	1,750,053.16	1,745,012.77	362,148.39				
U.S BANK DISBURSEMENTS ACCOUNT	483,893.49	464,552.05	486,946.85	1,036,566.00	1,047,314.47	1,268,648.00	1,083,495.38				
BANK OF AMERICA-RTL ACCOUNT	591,464.88	157,578.32	433,308.31	314,623.32	261,145.43	186,690.55	397,931.20				
	1,480,151.50	966,762.93	7,223,297.56	1,928,077.99	3,058,513.06	3,200,351.32	1,843,574.97				-
TOTAL	\$ 41,504,880.93	\$ 40,991,492.36	\$ 47,478,801.99	\$ 46,646,106.33	\$ 46,327,322.28	\$ 45,644,160.54	\$ 46,337,281.99			\$	-
RESTRICTED FUNDS											
PAYMENT FUND 2016	3,858.85	7,943.75	11,794.45	-	3,858.03	874,415.63	4,485.31		3,4,5,6		
RESERVES 2016	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	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	6,050.87				
TOTAL	\$ 889,621.55	\$ 893,706.45	\$ 897,557.15	\$ 885,762.70	\$ 889,620.73	\$ 1,760,178.33	\$ 890,248.01			\$	-
GRAND TOTAL	\$ 42,394,502.48	\$ 41,885,198.81	\$ 48,376,359.14	\$ 47,531,869.03	\$ 47,216,943.01	\$ 47,404,338.87	\$ 47,227,530.00			\$	-

U.S. Treasury Bills & Notes

Financial Institution	Cusip Number	Settlement Date	Maturity Date	Par Value	Market Price at Purchase	Amount	Accrued Int. at Purchase	Net Amount	Yield to Maturity	Market Value Current	Accrued Int. as of Dec 2023
Pershing, LLC-Treasury Notes	912796YT0	11/2/2023	8/31/2025	14,511,000.00	96.00234	13,930,900.10	69,066.78	13,999,966.88	5.07%	14,153,303.85	167,733.61
Pershing, LLC-Treasury Bills	912796Z28	3/17/2023	2/22/2024	10,000,000.00	96.01475	9,601,475.00	-	9,601,475.00	4.385%	9,969,300.00	9
Pershing, LLC-Treasury Bills	912797GX9	9/14/2023	3/14/2024	10,260,000.00	97.43561	9,996,893.70	-	9,996,893.70	5.293%	10,196,798.40	9
Total				\$ 34,771,000.00		\$ 33,529,268.80	\$ 69,066.78	\$ 33,598,335.58		\$ 34,319,402.25	

Series 2016-Reserve Fund

Cusip Number	Financial Institution	Settlement Date	Yield to Worst	Maturity	Amount	Accrued Income
09248u445	Blackrock Liquidity Funds	10/19/2016	5.11%	N/A	879,528.69	3,824.35

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	5.11%	N/A	183.14	0.93

ANTICIPATED OUTFLOWS

Water Purchases January 2024	188,079.45
Payroll PR 2-1, 2-2 & ME	450,000.00
AP Check Run 2/14 & 2/28	1,000,000.00
Large CIP Project Payments	-
Bond Payments	-
	\$ 1,638,079.45

DATE 2/20/2024 FINANCE MEETING

Norman Huff-Interim General Manager

Tamara Sexton-Deputy General Manager/Finance

Sandra Llamas-Senior Accountant

MEETING NOTES:

1. LAIF received \$99,897.80 in interest earnings for quarter ended December 31, 2023.
2. There was a transfer to LAIF from operations in the amount of \$1,950,000.00
3. The payment fund received interest earnings in the amount of \$644.33 in the month of January.
4. The reserve fund received interest earnings in the amount of \$3,840.05 in the month of January. The full amount was transferred to the payment fund.
5. The water acquisition fund received interest earnings in the amount of \$0.93 in the month of January. The full amount was transferred to the payment fund.
6. Principal and Interest were paid to bondholders on July 15th in the amounts of \$695,000.00 and \$179,415.63, respectively.
7. LAIF's average monthly rate of return for the period was 4.012
8. Treasury notes pay interest semi-annually. Accrued interest as of Jan. 31st is \$167,733.61. The first interest payment will be paid to Camrosa in the month of February.
9. Treasury bills do not have periodic interest payments. The difference between par value and purchase price is paid at maturity.

2024 Camrosa Board Calendar

JANUARY							FEBRUARY							MARCH							2024 Holidays	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	January 1 st & 2 nd New Year's Holiday (Observed)	
	1	2	3	4	5	6					1	2	3						1	2	February 19 th - President's Day	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	May 27 th - Memorial Day	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	July 4 th - Independence Day	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	September 2 nd - Labor Day	
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	November 11 th - Veteran's Day	
														31							November 28 th & 29 th - Thanksgiving	
																					December 24 th & 25 th - Christmas	
																					December 31 st - New Year's Eve	
APRIL							MAY							JUNE							2024 Conferences	
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				1	2	3	4							1		CASA Winter Conf. (Palm Springs) Jan. 24 th - 26 th
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8		ACWA Spring Conf. (Sacramento) May 7 th - 9 th
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15		CASA 69 th Annual Conf. (Monterey) July 31 st - Aug. 2 nd
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22		ACWA Fall Conf. (Palm Desert) Dec 3 rd - 5 th
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29		
														30								
JULY							AUGUST							SEPTEMBER							2024 AWA Meetings	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	"Water Issues" Third Tuesday (except Apr., Aug., Dec.)	
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7		AWA Board Meetings (See orange on calendar)
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14		Waterwise Breakfast (See yellow on calendar)
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21		April 18 th - Annual Symposium
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28		August - DARK (No Meetings or Events)
28	29	30	31				24	25	26	27	28	29	31	29	30							September 19 th - Reagan Library Reception
																						December 12 th - Holiday Mixer
OCTOBER							NOVEMBER							DECEMBER							2024 VCSDA Meetings	
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	February 6 th - Annual Dinner	
		1	2	3	4	5						1	2	1	2	3	4	5	6	7		April 2 nd
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14		June 4 th
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21		August 6 th
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28		October 1 st
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31						December 3 rd
Camrosa Water District							Note: Camrosa Board Meetings are highlighted in RED. Board Meetings are held on the 2nd & 4th Thursday of each month at 5pm unless indicated.															
7385 Santa Rosa Road																						
Camarillo, CA 93012																						