

AGENDA

COVID-19 Meeting Notice

To address concerns relating to COVID-19, this meeting will be accessible by remote video conferencing, as authorized by Governor Newsom's Executive Order N-29-20.

Members of the public who wish to observe the meeting and/or offer public comment by video conferencing should contact the District at least 24 hours before the meeting at (805) 967-4519 or RMangus@GoletaSanitary.org to obtain the meeting ID and passcode.

Members of the public with disabilities who wish to request a reasonable modification or accommodation to observe the meeting and/or offer public comment should contact the District at least 24 hours before the meeting at the foregoing telephone number or email address for instructions on how to access the meeting.

A G E N D A
REGULAR MEETING OF THE GOVERNING BOARD
OF THE GOLETA SANITARY DISTRICT
A PUBLIC AGENCY

One William Moffett Place
Goleta, California 93117

August 2, 2021

CALL TO ORDER: 6:30 p.m.

ROLL CALL OF MEMBERS

BOARD MEMBERS: Jerry D. Smith
Steven T. Majoewsky
George W. Emerson
Sharon Rose
Edward Fuller

CONSIDERATION OF THE MINUTES OF THE BOARD MEETING

The Board will consider approval of the Minutes of the Regular Meeting of July 19, 2021.

PUBLIC COMMENTS - Members of the public may address the Board on items within the jurisdiction of the Board.

POSTING OF AGENDA – The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District’s web site 72 hours in advance of the meeting.

BUSINESS:

1. REVIEW AND CONSIDERATION OF LEGAL SERVICES AGREEMENT WITH ATKINSON, ANDELSON, LOYA, RUUD & ROMO FOR PERSONNEL RELATED MATTERS
(Board may take action on this item.)
2. CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT FOR PHASE II OF THE COMPETENCY BASED TRAINING PROGRAM
(Board may take action on this item.)
3. PROPOSED ANNEXATION FOR THE SMITH PROPERTY AT 5965 LA GOLETA ROAD APN 069-070-047 AND THE BARBARIA PROPERTY AT 5970 LA GOLETA ROAD APN 069-050-004 GOLETA CA
(Board may take action on this item.)

4. REVIEW AND CONSIDERATION OF PERSONNEL SHARING AGREEMENT WITH CARPINTERIA SANITARY DISTRICT
(Board may take action on this item.)
5. GENERAL MANAGER'S REPORT
6. LEGAL COUNSEL'S REPORT
7. COMMITTEE/DIRECTOR'S REPORTS AND APPROVAL/RATIFICATION OF DIRECTOR'S ACTIVITIES
8. PRESIDENT'S REPORT
9. ITEMS FOR FUTURE MEETINGS
10. CORRESPONDENCE
(The Board will consider correspondence received by and sent by the District since the last Board Meeting.)
11. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT
(The Board will be asked to ratify claims.)

ADJOURNMENT

Any public records which are distributed less than 72 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at One William Moffett Place, Goleta, California 93117.

MINUTES

MINUTES
REGULAR MEETING OF THE GOVERNING BOARD
GOLETA SANITARY DISTRICT
A PUBLIC AGENCY
DISTRICT OFFICE CONFERENCE ROOM
ONE WILLIAM MOFFETT PLACE
GOLETA, CALIFORNIA 93117

July 19, 2021

CALL TO ORDER: President Pro Tem Majoewsky called the meeting to order at 6:30 p.m.

BOARD MEMBERS PRESENT: Steven T. Majoewsky, George W. Emerson, Sharon Rose, Edward Fuller

BOARD MEMBERS ABSENT: Jerry D. Smith

STAFF MEMBERS PRESENT: Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance and Human Resources Manager/Board Secretary and Richard Battles, Legal Counsel from Howell Moore & Gough LLP.

OTHERS PRESENT: Larry Meyer, Director, Goleta West Sanitary District

APPROVAL OF MINUTES: Director Emerson made a motion, seconded by Director Fuller, to approve the minutes of the Regular Board meeting of 07/05/21. The motion carried by the following vote:

(21/07/2215)

AYES:	4	Majoewsky, Emerson, Rose, Fuller
NOES:		None
ABSENT:	1	Smith
ABSTAIN:		None

POSTING OF AGENDA: The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District's website 72 hours in advance of the meeting.

PUBLIC COMMENTS: None

BUSINESS:

1. PUBLIC HEARING REGARDING PLACING SEWER SERVICE CHARGES ON THE COUNTY TAX ROLL FOR FISCAL YEAR 2021-2022. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 21-667 OVERRULING OBJECTIONS AND ADOPTING THE REPORT ON SEWER SERVICE CHARGES TO BE COLLECTED ON THE TAX ROLL FOR FISCAL YEAR 2021-2022.
Mr. Wagner gave the staff report.

President Pro Tem Majoewsky opened the Public Hearing at 6:33 p.m. and as there was no public present, nor on Zoom, the Public Hearing was closed at 6:34 p.m.

Director Rose made a motion, seconded by Director Emerson to approve and adopt Resolution No. 21-667 overruling objections and adopting report on Sewer Service Charges to be collected on the Tax Roll for Fiscal Year 2021-2022.

The motion carried by the following vote:

(21/07/2216)

AYES:	4	Majoewsky, Emerson, Rose, Fuller
NOES:		None
ABSENT:	1	Smith
ABSTAIN:		None

2. CONSIDERATION OF RESOLUTION NO. 21-668 ADOPTING FINDINGS, APPROVING PRELIMINARY ENVIRONMENTAL REVIEW FORM AND AUTHORIZING PREPARATION AND FILING OF NOTICE OF EXEMPTION UNDER CEQA FOR THE IN-PLANT LIFT STATION REHABILITATION PROJECT

Mr. Wagner gave the staff report.

Director Fuller made a motion, seconded by Director Rose to adopt and approve Resolution No. 21-668, as amended, adopting findings, approving preliminary Environmental Review Form and authorizing the preparation and filing of Notice of Exemption under CEQA for the In-Plant Lift Station Rehabilitation project.

The motion carried by the following vote:

(21/07/2217)

AYES:	4	Majoewsky, Emerson, Rose, Fuller
NOES:		None
ABSENT:	1	Smith
ABSTAIN:		None

3. APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION FOR SOLICITATION OF PUBLIC BIDS FOR THE IN-PLANT LIFT STATION REHABILITATION PROJECT

Mr. Wagner gave the staff report.

Director Fuller made a motion, seconded by Director Emerson to approve the plans and specifications and authorize staff to solicit public bids for the In-Plant Lift Station Rehabilitation project.

The motion carried by the following vote:

(21/07/2218)

AYES: 4 Majoewsky, Emerson, Rose, Fuller
NOES: None
ABSENT: 1 Smith
ABSTAIN: None

4. CONSIDERATION OF UPCOMING CASA ANNUAL BUSINESS MEETING

Mr. Wagner gave the staff report.

Director Fuller made a motion, seconded by Director Rose to designate Director Emerson as the agency voting representative of the District and to designate Director Majoewsky as first alternate and Director Smith as second alternate to CASA.

The motion carried by the following vote:

(21/07/2219)

AYES: 4 Majoewsky, Emerson, Rose, Fuller
NOES: None
ABSENT: 1 Smith
ABSTAIN: None

Director Rose made a motion, seconded by Director Emerson to cast the District's vote for the CASA Board based upon the recommended slate furnished by CASA's Nominating Committee and to approve the CASA dues resolution, no increase for the coming year.

The motion carried by the following vote:

(21/07/2220)

AYES: 4 Majoewsky, Emerson, Rose, Fuller
NOES: None
ABSENT: 1 Smith
ABSTAIN: None

5. CONSIDERATION AND APPROVAL OF AMENDMENT TO GENERAL MANAGER'S EMPLOYMENT AGREEMENT

Mr. Wagner began the item and President Pro Tem Majoewsky gave a report which included a summary of the recommendation to increase the General Manager's vacation time.

Director Rose made a motion, seconded by Director Fuller to approve the General Manager's contract amendment, adding an additional week of annual vacation, for a total of 4 weeks.

The motion carried by the following vote:

(21/07/2221)

AYES:	4	Majoewsky, Emerson, Rose, Fuller
NOES:		None
ABSENT:	1	Smith
ABSTAIN:		None

6. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

7. LEGAL COUNSEL'S REPORT

Mr. Battles reported on a webinar he attended on the topic of public contracts and an item came to light regarding Public Contracts Code 2200-2208. Vendors/bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the vendor/bidder engages in investment activities in Iran.

8. COMMITTEE/DIRECTORS' REPORTS AND APPROVAL/RATIFICATION OF DIRECTORS' ACTIVITIES

Director Rose – Announced that the upcoming Santa Barbara County local chapter of CSDA meeting has been rescheduled to August in the hopes of meeting in person.

Director Emerson – Distributed a copy of an article of interest to the Board.

Director Fuller – Reported on the Goleta Water District meeting he attended.

9. PRESIDENT'S REPORT

President Pro Tem Majoewsky reported on the Goleta West Sanitary District meeting he attended and distributed his written report.

10. ITEMS FOR FUTURE MEETINGS

No Board action was taken to return with an item.

11. CORRESPONDENCE

The Board reviewed and discussed the list of correspondence to and from the District in the agenda.

12. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT

Director Rose made a motion, seconded by Director Emerson, to ratify and approve the claims, for the period 07/06/21 to 07/19/21 as follows:

Running Expense Fund #4640	\$ 433,841.75
Depreciation Replacement Reserve Fund #4655	\$ 18,627.81

The motion carried by the following vote:

(21/07/2222)

AYES:	4	Majoewsky, Emerson, Rose, Fuller
NOES:		None
ABSENT:	1	Smith
ABSTAIN:		None

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:32 p.m.

Jerry D. Smith
Governing Board President

Robert O. Mangus, Jr.
Governing Board Secretary

Steven T. Majoewsky

George W. Emerson

Sharon Rose

Edward Fuller

AGENDA ITEM #1

AGENDA ITEM: 1

MEETING DATE: August 2, 2021

I. NATURE OF ITEM

Review and Consideration of Legal Services Agreement with Atkinson, Andelson, Loya, Ruud & Romo for Personnel Related Matters

II. BACKGROUND INFORMATION

The District contracts for legal services with Howell Moore and Gough (HM&G) in accordance with a legal services agreement dated September 15, 2008. Rick Battles of HM&G has done an outstanding job as our primary contact for District-related legal matters for over 35 years, while another member of HM&G, Ed Thoits, has been our contact for personnel-related matters. With the recent retirement of Ed Thoits, HM&G no longer has a representative that specializes in public employment/human resources matters. Rick Battles has other clients who work with Atkinson, Andelson, Loya, Ruud & Romo (AALRR) which specializes in public entity labor and employment practices, and highly recommends the District consider engaging AALRR for this purpose.

AALRR is a full-service law firm with over 200 attorneys in nine California cities. Their public entity labor and employment practice group includes over 20 attorneys and support staff dedicated to serving all types of public agency clients.

Attached to this report is a copy of AALRR's statement of services along with a draft engagement letter for Board consideration. Nate Kowalski, a partner with AALRR, will be available via Zoom during the meeting to answer any questions the Board may have.

III. COMMENTS AND RECOMMENDATIONS

Staff recommends the Board consider engaging AALRR for personnel-related legal services and authorize the General Manager to execute the attached retainer agreement subject to any revisions which the Board wishes to make.

IV. REFERENCE MATERIALS

AALRR Statement of Services

AALRR Legal Services Retainer Agreement

Atkinson, Andelson, Loya, Ruud & Romo (“AALRR”) is a full-service law firm with over 200 attorneys in nine California offices. Over the last four decades, we have earned a reputation as one of California’s most widely respected law firms, representing both public and private sector clients.

In the Public Entity Labor and Employment (“PELE”) Practice Group, we have twenty attorneys, three paralegals, and a top-quality support staff dedicated to serving our public agency clients in labor and employment matters.

Our public sector clients include the State of California, cities, counties, special districts, the Judicial Council of California, most of Southern California’s superior courts, and the University of California.

<u>Attorneys and Paralegals</u>	
Partners	Irma Rodríguez Moisa, Nate Kowalski, Marilou Mirkovich, Jay Trinnaman, Kevin Dale, Jorge Luna, Barbara Van Ligten, Gabriel Sandoval, Laura Izon, Susana Solano
Of Counsel	Sonia Salinas, Sarah Martoccia, Sarah Lustig
Associates	Andrew Aller, Abraham Escareno, April Navarro, Eric Riss, Angelo Villarreal, Maria Arroyo, Natalee Jung
Paralegals	Jeannine Hawkes, Gail Ross, Ryan Borromeo

FIRM LOCATIONS

- Cerritos:* 12800 Center Court Drive, Suite 300 Cerritos, CA 90703
Phone: (562) 653-3200; **Fax:** (562) 653-3333
- Fresno:* 5260 N. Palm Avenue, Suite 300, Fresno, CA 93704
Phone: (559) 225-6700; **Fax:** (559) 225-3416
- Irvine:* 20 Pacifica, Suite 1100, Irvine, CA 92618
Phone: (949) 453-4260; **Fax:** (949) 453-4262
- Marin:* 1050 Northgate Drive, Suite 520, San Rafael, CA 94903
Phone: (628) 234-6200; **Fax:** (628) 234-6899
- Pasadena:* 201 South Lake Avenue, Suite 302, Pasadena, CA 91101
Phone: (626) 583-8600; **Fax:** (626) 583-8610

Pleasanton: 5075 Hopyard Road, Suite 210, Pleasanton, CA 94588
Phone: (925) 227-9200; **Fax:** (925) 227-9202

Riverside: 3450 Fourteenth Street, Suite 420, Riverside, CA 92501
Phone: (951) 683-1122; **Fax:** (951) 683-1144

Sacramento: 2485 Natomas Park Drive, Suite 240, Sacramento, CA 95833
Phone: (916) 923-1200; **Fax:** (916) 923-1222

San Diego: 16870 West Bernardo Drive, Suite 330, San Diego, CA 92127
Phone: (858) 485-9526; **Fax:** (858) 485-9412

REPRESENTATIVE PRACTICE AREAS/MATTERS

Our attorneys have a wealth of experience and expertise and a wide variety of backgrounds. We represent our public entity clients in all areas of labor and employment law, including the following:

LABOR RELATIONS | COLLECTIVE BARGAINING

We provide a broad range of labor negotiations assistance, such as serving as chief labor negotiator, behind the scenes advice and counsel to the bargaining team, and review of MOU language after a deal has been reached. We have bargained dozens of MOU's and side agreements with various bargaining units, including: SEIU, AFSCME, Teamsters, IBEW, CEA, POAs, FFAs, management, and Engineers and Architects. The following are examples of recent bargaining matters:

City of Anaheim: Represented the City in its negotiations with its Police and Fire Associations. Negotiated two-year agreement with Fire Association and four-year agreement with Police Association. Negotiated with City's IBEW and Teamsters bargaining units.

City of Artesia: Negotiated a four-and-one-half-year agreement with the City's general unit.

Coachella Valley Water District: Negotiated with the supervisors bargaining unit and successfully reached agreement on a successor MOU. Currently negotiating with the general employee bargaining unit.

City of Commerce: Served as lead negotiator with the City of Commerce Employee Associations. Achieved three-year contracts for both full-time and part-time units.

Housing Authority of the City of Los Angeles: Represented HACLA in MMBA fact-finding proceedings following the parties' impasse in negotiations with the administrative employee unit over a successor MOU. After comprehensive presentation to the fact-finding panel, we reached a settlement with terms favorable to the client. Currently negotiating with AFSCME over a successor MOU.

City of Long Beach: Represented the City in its negotiations with the International Association of Machinists, Firefighters Association, Supervisory unit and general unit.

LITIGATION

The firm has defended countless public agency employers from lawsuits, including claims under the Fair Employment and Housing Act, the Labor Code, the Brown Act, the Public Records Act, the Public Safety Officers Procedural Bill of Rights Act, and the California Family Rights Act. We are also well versed in suits filed under federal statutes, including Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, and the Fair Labor Standards Act. Recent cases include:

Metropolitan Water District of Southern California

Plaintiff, a former employee, filed a lawsuit alleging retaliation under the Fair Employment and Housing Act ("FEHA"). Plaintiff claimed he was terminated from employment because he reported alleged acts of sexual harassment. AALRR was substituted in as counsel three months before trial while a motion for summary judgment was pending. AALRR prepared reply papers and persuasively argued at the hearing that the plaintiff failed to show discriminatory animus. The Court issued a tentative ruling denying summary judgment and took the matter under submission. While the motion for summary judgment was pending, AALRR completed the plaintiff's deposition, prepared for expert depositions, and conducted numerous witness interviews of potential trial witnesses. A month before trial, the court reversed its tentative ruling and granted summary judgment.

Regents of the University of California

The plaintiff, a faculty member and surgeon at a highly prestigious medical school and hospital, filed suit alleging discrimination based on his association with an African-American colleague and retaliation in violation of the California Fair Employment and Housing Act. The plaintiff alleged that he was subjected to numerous adverse employment actions because of his support of his colleague's lawsuit against the defendants. The plaintiff claimed that he was the only person who corroborated the showing of an inappropriate and racist slideshow depicting his colleague as a gorilla. The plaintiff claimed that his supervisors and hospital administrators wrongfully reported him in a malpractice action, reduced the number of patient referrals, and ostracized him. He claimed that one of his colleagues prepared a slide show depicting his gravestone and stating that he should "RIP." After aggressive litigation, the defendant filed a motion for summary judgment, which was granted.

Ralphs Grocery Company

Plaintiff filed suit against Ralphs Grocery Company for alleged disability discrimination and retaliation, for failing to engage in the interactive process, and failing to accommodate him in violation of the Fair Employment and Housing Act. Plaintiff alleged he was terminated because his store manager harbored animus towards him after he suffered a workplace injury and ate only one grape from the produce area. Ralphs contended that Plaintiff was terminated for violating its company policy prohibiting employees from consuming or taking company product without paying for it. After seven days of trial and our cross-examination of Plaintiff, the case settled for a nominal amount.

JURY TRIALS

Our attorneys are adept at handling jury trials. Recent successes include:

Metropolitan Water District of Southern California

The plaintiff sued his former employer for religious discrimination and retaliation, requesting 1.6 million dollars in economic damages, plus an award for emotional distress. During the three-week jury trial in Los Angeles Superior Court, we provided evidence of our client's culture of diversity and religious tolerance, the plaintiff's insubordination and misrepresentations, and our client's attempts to counsel, train, and correct the plaintiff's conduct. After six hours of deliberation, the jury returned a 12-0 defense verdict on the plaintiff's religious discrimination claim and an 11-1 defense verdict on the retaliation claim.

Regents of the University of California

The plaintiff was laid off from his job after a reorganization of his unit resulted in his position being eliminated. He filed suit. During the course of litigation, multiple claims were dismissed. Consequently, the only claims presented to the jury at trial were the claims for age discrimination, retaliation under the FEHA, and failure to prevent discrimination and retaliation, with alleged economic damages of about \$750,000 and non-economic damages of two to three times that amount. After three weeks of trial, the jury rendered a defense verdict in less than 45 minutes of deliberation.

Ralphs Grocery Store

The plaintiff alleged that she was sexually harassed by a co-worker and that her supervisor ignored her complaints. Our client contended it took appropriate corrective action after the plaintiff complained. The jury rendered a defense verdict after less than two hours of deliberations.

APPEALS

We have litigated many appeals on behalf of public agencies, including:

Long Beach Transit

Plaintiff filed suit on behalf of bus operators, alleging that Long Beach Transit ("LBT") failed to pay operators travel time between the location where their shift began and ended, which were different. Plaintiff largely relied on an opinion letter from the California Division of Labor Standards Enforcement ("DLSE") providing that the travel time must be paid. LBT successfully argued that the travel time was not compensable under California law and that the DLSE opinion letter should not be given any consideration. The trial court ruled in favor of LBT and the appellate court affirmed the decision.

Superior Court of California, County of San Diego

In reaction to the state-wide budget crisis, the SDSC implemented layoffs by seniority within each classification of employee. The employees' union filed a petition for writ of mandate. It asserted that employees must be laid off based on their seniority with the court, regardless of classification. Pursuant to a unique provision of the Government Code, the writ of mandate was assigned to Justice Steven Perren of the Second District of the California Court of Appeal. We argued that the only logical interpretation of the parties' labor agreements—legally and practically speaking—was that layoffs were to occur by seniority within the classification. Justice Perren agreed and denied the petition for writ of mandate. After the union appealed, the California Court of Appeal affirmed.

City of Los Angeles

City employees and members of the Los Angeles City Employees' Retirement System (LACERS) filed a putative class action claiming the City unconstitutionally "infringed" on their vested contract rights by amending the pension contribution rate for their retirement plan. The amendment stemmed from collective bargaining between the City and its labor unions. Specifically, the parties had agreed that active City employees would fund an Early Retirement Incentive Program by contributing an additional one percent of their salaries to LACERS. After the Superior Court denied the City's demurrer, we filed a Writ of Mandate. The Court of Appeal granted the writ and directed the Superior Court to sustain the City's demurrer without leave to amend, reasoning that pension contribution increases which resulted from collective bargaining could not thereafter give rise to a constitutional contracts clause claim.

City of Upland

Police union sought an injunction prohibiting the City's police department from interrogating an officer if the representative of the officer's choice was unavailable. The Superior Court granted a preliminary injunction, which became permanent pursuant to a consent judgment. The City appealed. The Court of Appeal determined, as a matter of first impression, that the statute providing for representation of the officer's choosing is limited by a requirement of reasonableness and does not require rescheduling of hearings whenever the chosen representative is unavailable.

PUBLIC EMPLOYMENT RELATIONS BOARD

We have litigated dozens of cases before the Public Employment Relations Board (PERB). Recent cases include:

Housing Authority of the City of Los Angeles

The union claimed that the Housing Authority failed to engage in effects bargaining related to layoffs. A PERB Administrative Law Judge dismissed the charge based on contemporaneous emails and credible hearing testimony. *CHP v. Los Angeles Housing Authority* (2010) 34 PERC ¶ 36.

Metropolitan Water District of Southern California

The union filed an unfair practice charge, alleging that the water district violated its duty to bargain in good faith when it changed a job description to reflect a license requirement recently imposed by the State. After a two-day hearing, a PERB Administrative Law Judge ruled that the union waived its right to bargain over the water district's decision to change the job description. *AFSCME Local 1902 v. Metropolitan Water District of Southern California ("MWD")* (2008) 32 PERC ¶ 65.

Superior Court of California, County of San Bernardino

A union filed a petition to decertify the incumbent union representing SBSC's employees. Such petitions must be filed within certain time periods under the SBSC's Employee Relations Rules. These "window periods" are intended to protect established collective bargaining relationships, so that a recognized union need not constantly fend off challenges from other unions during a long-term labor contract. After the SBSC refused to process the decertification petition because it was untimely, the plaintiff filed an unfair labor practice charge with PERB. We filed a motion for summary judgment, which was granted by a PERB Administrative Law Judge. The full PERB Board issued a published decision affirming the judge's decision in favor of SBSC. *SEIU Local 721 v. San Bernardino Superior Court* (2014) 39 PERC ¶ 35.

County of Riverside

The sheriff's union brought an unfair practice charge against our client, alleging it violated Brown Act provisions through surface bargaining and through participating in impasse procedures in bad faith. PERB upheld the administrative law judge's ruling in favor of the County, determining that the following actions by the employer did not indicate bad faith or surface bargaining: the cancellation of five bargaining sessions, the renegeing on a tentative agreement concerning a safety retirement, and the withdrawal of salary proposals. *Riverside Sheriffs Association v. County of Riverside* (2004) 29 PERC ¶ 21.

FLSA WAGE AND HOUR

We frequently provide advice on a wide range of issues relating to the Fair Labor Standards Act and California's Wage Orders and represent our clients in state and federal litigation involving these issues. We also conduct preventative audits of employers' compliance with these laws. Representative cases include:

Orange County Transportation Authority

The plaintiff brought a class action alleging that the OCTA's scheduling software failed to compensate operators for time spent reviewing bulletin boards, in meetings, and inspecting their buses. The plaintiff sought over 10 million dollars in unpaid wages and attorney's fees. Plaintiff's counsel had recently obtained a multimillion-dollar settlement in a similar case against Alameda County Transit, and achieved class certification in cases against two other California transportation authorities. In opposition, AALRR's Nate Kowalski argued that OCTA's scheduling software included sufficient time for non-driving tasks, that drivers could submit "exception timesheets" to be paid for overtime, and that a class action was inappropriate because the issues depended on individualized questions of liability. The U.S. District Court for the Central District of California sided with our client, denying the plaintiff's motion to certify a class of OCTA bus operators. The case was later settled for nuisance value.

North Orange County Regional Occupational Program

Employee of regional occupational program established by four public school districts sought compensation for his unpaid preparation time by asserting claims for violation of the minimum wage law, breach of contract, and quantum meruit. On appeal, the Court of Appeal held that the employee was covered by minimum wage laws and had a contractual right to earned but unpaid compensation, but the Government Claims Act section abolishing all common law or judicially declared forms of liability for public entities barred the employee's quantum meruit claim. *Sheppard v. North Orange County Regional Occupational Program* (2010) 191 Cal.App.4th 289.

Arvin-Edison Water Storage District

Water storage district employee filed a class action complaint against the district, alleging that he and a putative class of current and former district employees had not been paid overtime or provided meal breaks in accordance with the Labor Code and Industrial Welfare Commission (IWC) wage orders. We demurred to the complaint on the ground that, as a public entity, the district was exempt from wage and hour statutes. The Superior Court sustained the demurrer and the Court of Appeal affirmed in a published decision. *Johnson v. Arvin-Edison Water Storage Dist.* (2009) 174 Cal.App.4th 729.

EMPLOYEE DISCIPLINE

We assist clients in employee disciplinary appeals, preparing *Skelly* notices and representing clients before appeal tribunals. Recently, we have handled the following matters:

City of Culver City

Grievant was terminated from employment with the City for violating the City's drug policies after he tested positive for cocaine. The matter was appealed before the City's five-person Civil Service Commission. He claimed his urine sample was contaminated and there were reporting errors. After a three-day hearing, the Commission unanimously voted that the discharge was justified.

Housing Authority of the City of Los Angeles

A Housing Authority employee was terminated after requesting sexual favors from female applicants for public housing. We located the applicants and convinced them to testify against the employee. An arbitrator upheld his termination, despite the absence of progressive discipline.

County of Inyo

After a probationary correctional officer alleged she was bullied by the Grievant, a correctional officer, the Grievant was terminated. Grievant denied the allegations and there were no other witnesses. The arbitrator sustained the termination, finding the subject of the bullying credible.

Superior Court of California, County of San Joaquin

A deputy clerk was terminated for excessive personal calls and texts at work, walking away from customers, and being uncooperative with her coworkers and supervisors. The union objected, asserting that the clerk had performed well during her first ten years at the court and that termination was excessive. The arbitrator called the case "unconventional," both procedurally and substantively, and noted the "apparent paucity of progressive discipline." But he upheld the termination after reviewing our client's entire course of conduct.

Superior Court of California, County of Orange

An Accounting Specialist was terminated after sleeping at her desk many times and making numerous accounting errors. She claimed these problems stemmed from her poor health. The arbitrator sustained the termination, noting that our client had tried to accommodate the employee's health problem for four years without success and that the evidence did not satisfy the disability criteria of either the FEHA or ADA.

Superior Court of California, County of Orange

An office assistant was terminated for being under the influence of alcohol during working hours. She objected on the basis that a lesser form of discipline should have been imposed. The arbitrator sided with our client, finding just cause for termination.

Superior Court of California, County of Orange

The employee was terminated for ethics and internal policy violations after surreptitiously scheduling and canceling his personal court hearings and making misrepresentations about his sick time and vacation time. He argued that termination was too harsh and a violation of due process. The Hearing Officer upheld the termination.

Superior Court of California, County of Riverside

An employee with 21 years of service was terminated for excessive absenteeism. She argued that her absences were covered by the Family Medical Leave Act. We argued the FMLA did not apply because, among other reasons, the paperwork was turned in late. The arbitrator upheld the termination.

Ralphs Grocery Company

A security guard alleged he was terminated as a result of a medical disability that necessitated frequent restroom breaks. Ralphs claimed that it hadn't been aware of the alleged disability and that the security guard was a probationary employee who had violated corporate policy by failing to record all his breaks on his time logs. The arbitrator upheld the termination.

Metropolitan Water District of Southern California

When a District employee was due back to work from a leave of absence, all of his co-workers circulated a petition demanding that he not be allowed to return, citing his corrosive effect on the workplace. Consequently, the District transferred him to another facility, without any loss in pay and with better opportunities for promotion. Nevertheless, the employee complained of a longer commute and asserted that the transfer was in retaliation for his protected speech. The arbitrator concluded that the transfer was made for legitimate reasons and that the District took the only reasonable course of action to resolve the workplace conflict.

REPRESENT SHERIFF, POLICE, AND FIRE DEPARTMENTS

We handle POBR, FBOR, and other matters for numerous sheriff, police, and fire departments, including Montebello Fire, County of Inyo Sheriff, County of Imperial Sheriff and Fire, OCFA, County of San Bernardino Sheriff, Bell Gardens Police, Beverly Hills Police, Loma Linda Fire, Downey Police and Fire, Culver City Police, Santa Maria Police, Anaheim Police, Alhambra Police, and Covina Police.

INVESTIGATIONS

We have completed hundreds of investigations on a wide range of employment-related matters. Firm investigators have expertise in municipal law and regulations, and many of our team members are fluent in Spanish. We have conducted investigations for the Cities of Anaheim, Fresno, Long Beach, Alhambra, Beverly Hills, Colton, Gardena, Loma Linda, Santa Maria, Santa Ana, Redlands, Burbank, and Downey; the Orange County Fire Authority; the Orange County Sanitation District; the Los Angeles World Airports; Inyo County; and the Los Angeles Superior Court.

TRAINING AND PRESENTATIONS

Our attorneys have trained directors, managers, administrators, HR personnel, employees, and others throughout California and nationwide. We have presented talks before organizations such as the International Public Management Association for Human Resources (IPMA-HR), National Human Resources Association (NHRA), National Employment Law Institute (NELI), National Institute for Trial Advocacy Training (NITA), Public Employer Labor Relations Association of California (PELRAC), California Public Employers Labor Relations Association (CALPELRA), California State Association of Counties (County Counsel), California Society of Municipal Finance Officers (CSMFO), Southern California Public Labor Relations Council (SCPLRC), Orange County Labor and Employment Relations Association (OCLERA), and the Los Angeles City Attorneys Association (LACAA).

ATTORNEY REPRESENTATION AGREEMENT

I. PARTIES

This Attorney Representation Agreement (“Agreement”) is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as “Attorney” or “Law Firm” and Goleta Sanitary District, hereinafter referred to as “Client.”

II. PURPOSE

Client desires to retain and engage Law Firm to provide representation and counsel related to labor and employment matters (“The Matter”).

III. TERMS AND CONDITIONS

A. Fees for Services

1. Hourly Rate Services

Client agrees to pay Law Firm at the following standard hourly rates:

Partners — \$350

Of Counsel — \$325

Senior Associates — \$295

Associates — \$250

Paralegals — \$200

Client is specifically requesting the services of Nate Kowalski. Law Firm agrees to obtain prior approval for any other partners, of counsel, associates or paralegals to bill on The Matter. It is contemplated that Law Firm will, and Law Firm reserves the right to, increase its hourly rates by \$5.00 each year, effective each January 1 after the execution of this Agreement, unless the Agreement is canceled or this provision is modified in writing.

2. Costs and Expenses

In addition to the fees described above, Client agrees to pay for photocopies (\$.20 per page), mailing fees, messenger services, word processing (\$40.00 per hour), mileage reimbursement, and required parking expenses.

Client also agrees to pay costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm’s representation of Client. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. Law Firm shall not be obligated to advance

costs on behalf of Client; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of Client with Client's prior approval in the event a particular cost item exceeds \$200.00 in amount, and without the prior approval of Client in the event a particular cost item totals \$200.00 or less.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to Client on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to Law Firm from Client by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of Client in Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from Law Firm's Trust Account to Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. Hourly rate services shall be charged to Client at a minimum increment of one-tenth hour, including reasonable travel time billed portal-to-portal. When time spent by Attorney on a particular service exceeds one-tenth hour, the charge will be rounded up to the next one-tenth hour increment.

3. Client agrees to review Law Firm's monthly statements promptly upon receipt and to notify Law Firm, in writing, with respect to any disagreement with the monthly statement.

C. Termination of Representation

Client has the right, at any time, and either with or without good cause, to discharge Law Firm as its attorneys. In the event of such a discharge of Law Firm by Client, however, any and all unpaid attorneys' fees and costs owing to Law Firm by Client shall be immediately due and payable.

Law Firm reserves the right to discontinue the performance of legal services on behalf of Client on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring Law Firm to discontinue the performance of legal services;

2. Upon a determination by Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;

3. Upon a failure of Client to perform any of Client's obligations with respect to the payment of Law Firm's fees, costs or expenses as reflected on the monthly bill; or,

4. Upon failure to cooperate with Law Firm as described in paragraph E.

In the event that Law Firm ceases to perform legal services for Client, Client agrees that it will promptly pay to Law Firm any and all unpaid fees and costs advanced. Further, Client agrees that, with respect to any litigation where Law Firm has made an appearance in a court of law on its behalf, Client will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Possible Third Party Conflicts

Law Firm has a number of attorneys. Law Firm may currently or in the future represent one or more other clients in matters involving Client. Law Firm undertakes this engagement on the condition that Law Firm may represent another client in a matter in which Law Firm does not represent Client, even if the interests of the other client are adverse to those of Client (including appearance on behalf of another client adverse to Client in litigation or arbitration), provided the other matter is not substantially related to Law Firm's representation of Client and in the course of representing Client attorneys of Law Firm have not obtained confidential information of Client material to the representation of the other client ('Permitted Adverse Representation'). Client's consent to this arrangement is required because of its possible adverse effects on performance of Law Firm's duties as attorneys to remain loyal and available to those other clients and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or must withdraw therefrom, the client may incur delay, prejudice or additional cost such as acquainting new counsel for the matter. Client agrees not to seek to disqualify Law Firm from representing such other client in any Permitted Adverse Representation.

E. Client Cooperation

Client understands and agrees that, in order for Law Firm to represent Client effectively, it is necessary for Client to assist and cooperate with Law Firm during this engagement. Client agrees to (1) make its employees and officials available to discuss issues as they arise; (2) attend and participate in meetings, preparation sessions and court proceedings, review drafts of documents, and perform other activities in connection with the representation; and (3) provide complete and accurate information and documents to Law Firm on a timely basis. Noncooperation will be grounds for Law Firm's withdrawal from representing Client on a particular matter. It is essential that Client and Law Firm maintain open communications.

F. Arbitration: Waiver of Jury Trial

The parties agree that all disputes which arise between Client and Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. Each side shall bear their own costs and attorneys' fees. The parties agree to waive their right to a jury trial and to an appeal.

G. Protection of Client Confidences - High Tech Communication Devices

Law Firm is aware of its important obligation to preserve the secrets and confidences of its clients which it holds in precious trust for them. To that end, it is important that Client and Law Firm agree from the outset what kinds of communications technology Law Firm should employ in the course of representing Client. For example, the exchange of documents and other information

using email or other types of electronic communications involves some risk that information will be retrieved by third parties with no right to see it. Even the use of facsimile machines can cause problems if documents are sent to numbers where the documents sit in open view.

Therefore, Client should only provide Law Firm with cellular numbers, facsimile numbers and email addresses which are acceptable to Client for receiving confidential communications from Law Firm. Client agrees that Law Firm may use any of the cellular numbers, facsimile numbers and email addresses other than those which you specify in writing that Law Firm should not use.

H. Document Retention and Destruction

After a file on a matter is closed, Client has a right to request the Law Firm to return the file to Client. Absent such a request, the Law Firm shall retain the file on Client's behalf for a period of five (5) years. Following this period of time, the Law Firm will destroy such files.

I. Entire Agreement

This Agreement represents the entire agreement between Client and Law Firm unless a particular matter is covered by a separate written agreement. By execution of this Agreement Client certifies that it has carefully reviewed and understands the contents of this Agreement and agrees to be bound by all of its terms and conditions. Furthermore, Client acknowledges that Law Firm has made no representations or guarantees regarding the outcome, or the time necessary to complete or resolve a particular matter. No change or waiver of any of the provisions of this Agreement will be binding on either Client or Law Firm unless the change is in writing and signed by both Client and Law Firm.

IV. DURATION

This Agreement shall commence on _____, 2021. The attorney-client relationship between Law Firm and Client will cease at the conclusion of The Matter. If Law Firm is not asked by Client to provide advice for a period of one (1) year from the last date Law Firm provided such advice, both Client and Law Firm agree that the attorney-client relationship terminated on the last date Law Firm provided advice without further action or notice by either party.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
Nate Kowalski

“Client”

GOLETA SANITARY DISTRICT

Dated: _____

By: _____

Steve D. Wagner, PE
General Manager

AGENDA ITEM #2

AGENDA ITEM: 2

MEETING DATE: August 2, 2021

I. NATURE OF ITEM

Consideration of Professional Services Agreement for Phase II of the Competency Based Training Program

II. BACKGROUND INFORMATION

The District operates a complex and technically advanced wastewater treatment plant. The treatment process combines physical, chemical, and biological systems. These systems operate dependent of each other in a dynamic way. The District depends on having qualified and certified staff to operate these complex systems. Due to an aging workforce, many years of institutional knowledge are being lost as employees retire. There is a need to preserve this institutional knowledge and to provide a means to effectively and efficiently train incoming staff.

III. COMMENTS AND RECOMMENDATIONS

Competency Based Training (CBT) goes beyond typical On the Job (OTJ) training by creating a formal system of tasks that an employee will regularly be required to perform. These tasks are taught utilizing computer-based training, with performance evaluations, and hands-on training, where a supervisor or lead person evaluates the performance against a known standard. The key benefit to CBT is that it is broken into common tasks that should be performed in a standard way. These tasks are then incorporated into more advanced Standard Operating Procedures (SOPs). A modern CBT training program will allow for electronic access by a staff member at any time, from any device. CBT will not only help train new staff, but will also be a tool to retrain and refresh staff on the tasks they perform.

DKF Solutions has provided professional services to the District for the first phase of CBT for the Operations Department. DKF Solutions has provided a proposal to start the second phase of the CBT program for the Operations Department to include the next three most critical process areas of the treatment plant. The format of the CBT will allow for excellent visual demonstration with both pictures and videos of our actual equipment. It will also seamlessly incorporate the District's safety policies and procedures into tasks and SOPs. The first phase of CBT has been used to train new operators in the operations and basic maintenance of the treatment plant. The feedback from these early users of the CBT program has been excellent. We have used their feedback to help guide the next phase.

Staff recommends the Board authorize the General Manager to execute a professional services agreement with DFK Solutions in the form of an Addendum to Proposal in an amount not to exceed \$63,150 for the development of the Phase II first three treatment process areas into a CBT program. The cost of this effort is included in the approved FY 2021-22 Budget.

IV. REFERENCE MATERIAL

Proposal for Professional Services

This proposal is made on March 24, 2021, by and between DKF Solutions Group, LLC (hereinafter referred to as DKF) and Goleta Sanitary District (GSD). This proposal is valid until May 31, 2021.

QUALIFICATIONS: DKF Solutions Group, LLC or its principals, have provided risk control consulting services, including CalOSHA and CA State Water Resources Control Board (SWRCB) compliance, for the following public agency risk pools:

- CA Sanitation Risk Management Authority (CSRMA) and their 60 sanitation district members since 1999.
- Redwood Empire Municipal Insurance Fund (REMIF) and their 15 members cities since 2008.
- Small Cities Organized Risk Effort (SCORE) and their 18 member cities since 2013.
- Association of Bay Area Governments Pooled Liability Insurance Network (ABAG PLAN) and their 29 member cities since 2004.
- CA Joint Powers Risk Management Authority (CJPRMA) and their ~100 member entities since 2007.

DKF Solutions Group's qualifications also include:

- Principals have over 50 years combined experience providing full-range CalOSHA and SWRCB compliance services.
- Clients include over 300 cities and special districts in California. Services provided include, among others, CalOSHA and SWRCB compliance.
- Annually trains more 1,000 public works and water/wastewater utilities employees on topics related to CalOSHA and SWRCB compliance.

SCOPE: GSD has requested a proposal to develop a competency-based training system for its collection system operators using the DKF Solutions Group model. The first step in this process is to identify the following:

- Job Competencies
- Knowledge, skill and abilities for each job competency
- Whether or not a basis or standard for each job competency exists or is adequate

The scope is further described on Attachment 1.

DELIVERABLE(S): All policies, procedures and other documents will be delivered as secure pdf files and MS Word files. All electronic training or SOP materials will be delivered via Dropbox or similar electronic file transfer service in a format compatible with any major web browser, SCORM-compliant software or the DKF mobile application, Smart SOP.

CLIENT RESPONSIBILITIES:

1. GSD will provide staff time to work with DKF to gather technical information necessary to complete SCOPE. The staff provided by GSD will have the technical knowledge, expertise, and/or written materials necessary for DKF to make technically correct evaluations.
2. All meetings or other work involving DKF, GSD and GSD-provided vendors will be scheduled at mutually agreeable dates and times.

SUBCONTRACTORS: DKF routinely subcontracts with subject matter experts in order to provide the highest quality policy and procedure development and training services. DKF reserves the right to subcontract subject matter experts in instances where GSD will be best served by subcontracting a particular service.

COMPENSATION: DKF will invoice 75% of fixed fee items upon delivery of any draft documents. All invoices are due net 30.

GSD must submit any required document review comments and edits within 60 days. If comments/edits are not received within 60 days, DKF reserves the right to finalize the last draft as the final product and be

compensated accordingly. GSD will then be allowed up to another 30 days to submit review comments and edits without further fees, after which, additional fees at an hourly rate of \$195 will be assessed.

AVAILABILITY: DKF Solutions Group is available on or after October 15, 2019 to provide the services described on Attachment 1.0.

STANDARD OF CARE/WARRANTY: DKF Solutions Group will perform the work under this Agreement as an independent contractor and in accordance with generally accepted professional practices. DKF Solutions Group will utilize reasonable care and skill consistent with and equal to that customarily possessed by environmental, health and safety consulting professionals in the community.

The parties to this agreement recognize the complex, subjective, and performance-based nature of many environmental, occupational safety and health laws and regulations and the administrative interpretations thereof. In performance of the work, DKF Solutions Group must rely upon information derived from secondary sources and personal interviews. Except as specifically required in the scope of work, DKF Solutions Group will make no independent investigation as to the accuracy of completeness of the information derived from the secondary sources and personal interviews, and will assume that such information is accurate and complete.

All recommendations, findings, and conclusions will be based upon information and circumstances as they existed at the time of preparation (e.g. Federal, state, and local laws; political climate; and other matters that DKF Solutions Group, LLC deemed relevant). A change in any fact or circumstance may adversely affect the recommendations, findings, and conclusions expressed in the WORK. Accordingly, except as set forth in the first paragraph of this section, DKF Solutions Group makes no other representation, warranty or guarantee, express or implied.

ACCEPTANCE: To accept this quote from DKF Solutions Group, LLC, for services described in SCOPE under the terms and conditions described herein, please sign below and return.

Name and Title of GSD Representative

Date

Attachment 1.0: Goleta Sanitary District 210319-3

Item #	Item description	Cost Each	Extension	Notes
Operations 201 Materials				
1	Develop a photo-based standard operating procedure for each of the Process Competencies listed in Item 3 below. Each Process Competency SOP will consist of an overview of the process and related subsystems, an SOP for each subsystem and a troubleshooting guide/decision making framework for emergency operations, where applicable.	Included in Item 3 cost	\$ -	
2	Develop electronic, interactive SOPs for each of the following Process Competencies. Each Process Competency SOP will consist of an overview of the process and related subsystems, an SOP for each subsystem and a troubleshooting guide/decision making framework for emergency operations, where applicable, and up to 4 videos of less than 2minutes in length.			NOTES: (1)Each Process Competency will be invoiced as each component is delivered at 75% upon first draft and 25% upon final deliverable. (2) For Processes with 3D scans, the information nodes within the scans will be populated with all relevant information on each piece of equipment or subsystem within the process)
a	Mixed Liquor Splitter Box	\$ 6,000.00	\$ 6,000.00	
b	Blower Building, w/3D scans	\$ 22,950.00	\$ 22,950.00	
c	Solids Handling Facility, w/3D Scans	\$ 24,000.00	\$ 24,000.00	
Operations 301 Materials				
3	Develop comprehensive Hands-On Training Checklists for each Process Competency listed in Item 3, above. Each Checklist will address the Knowledge and Skills essential to each Process Competency and associated subsystems.	\$ 1,500.00	\$ 4,500.00	
Competency Assessment Materials				
4	Develop Competency Assessment Checklists for each Process Competency listed in Item 4, above. Each Checklist will be designed to assess essential Knowledge, Skills and Abilities for each Process Competency and associated subsystems and identify areas where additional training is needed.	\$ 1,500.00	\$ 4,500.00	
Learning Management System Integration				
5	SOP Management	\$ 1,200.00	\$ 1,200.00	
	· Create a library of SOPs in GSD's Target Solutions File Center. (Operations 201 Materials)			
	Training Management			
	· Add each process overview & subsystem CBTs to GSD's Target Solutions Course Library.			
	· Create learning paths for each Process Competency including the process overview training module and the relevant subsystem training courses.			
	Checklist Management			
	· Create a library of Hands-On Training Checklists in GSD's Target Solutions File Center.			
	· Create a library of Competency Assessment Checklists in GSD's Target Solutions File Center.			
Total Estimated Fee			\$ 63,150.00	

AGENDA ITEM #3

AGENDA ITEM: 3

MEETING DATE: August 2, 2021

I. NATURE OF ITEM

Proposed Annexation for the Smith Property at 5965 La Goleta Road APN 069-070-047 and the Barbaria Property at 5970 La Goleta Road APN 069-050-004 Goleta CA

II. BACKGROUND INFORMATION

The property owners, Mark Smith and Fred Barbaria are seeking annexation to the District for sewer services. Sewer Service Availability (SSA) letters for both of the above-referenced properties on La Goleta Road near N. Fairview Avenue have been issued. A copy of the SSAs are attached to this report.

These properties are both located on La Goleta Road across the street from each other and adjacent to the existing District boundary. Both properties are within the District's Sphere of Influence (SOI). There is an existing Single-Family Residence on each property. There is an existing District sewer line in an easement near La Goleta Road which would facilitate gravity sewer service. District staff has been in communication with the owners' agent, Steve Fort of Suzanne Elledge Planning and Permitting Services (SEPPS), who is handling the annexation process for both owners through the Santa Barbara Local Agency Formation Commission (SBLAFCO) as a single project.

III. COMMENTS

Staff has received a notice from SBLAFCO dated July 16, 2021, confirming that a single application for both parcels has been submitted and is in process. The District has 60 days to submit any comments on the proposed annexation. District staff is working with SEPPS and Bengal Engineering of Santa Barbara in the review of preliminary connection plans to facilitate the issuance of the GSD connection permit once the annexation process has been completed.

IV. REFERENCE MATERIAL

GSD SSA Letter dated March 1, 2021

GSD SSA Letter dated February 4, 2021

Annexation Map

SBLAFCO Notice of Proposed Annexation dated July 16, 2021



GOLETA SANITARY
Water Resource Recovery District

COPY

March 1, 2021

Board of Directors:

Jerry D. Smith
Board President

Mark Smith
5965 La Goleta Road
Goleta, CA 93117

Steven T. Majoewsky

**SUBJECT: Sewer Service Availability
Proposed Sewer Service Connection for One Existing Single Family
Residence**

George W. Emerson

Sharon Rose

A.P.N. 069-070-047 at 5965 La Goleta Road, Goleta, CA

Edward Fuller

Dear Mr. Smith:

Steve D. Wagner, PE
General Manager
District Engineer

This letter is in response to your recent inquiry relative to the availability of sewer service for the above-mentioned property.

The subject property, as shown on the attached parcel map, is currently within the Goleta Sanitary District service area (sphere of influence) but is not annexed to the District. Based on the District's preliminary understanding from the information you provided, you propose to connect to the District's sewage collection facilities One Existing Single-Family Residence. Currently the existing parcel is being served by a septic system.

Please be advised that adequate sewage collection, treatment, and disposal capacity is currently available to serve the proposed project and that the District does not currently have a moratorium or similar restriction on new sewer connections. Subject to the terms specified in this letter, and upon satisfaction of the conditions set forth in the attached Exhibit "A", the District will issue a sewer connection permit and authorize the connection of the project to the District's sewer collection system. Although adequate sewer capacity is currently available to serve the project, issuing this letter does not guarantee sewer service by the District or reserve capacity for the project. The District provides all new sewer service on a first-come, first-serve basis, as determined from the date on which the connection permit is issued. The District cannot predict the pace of future development in the community and cannot anticipate the demand for new sewer service.

One William Moffett Place, Goleta CA 93117

(805) 967-4519 office (805) 964-3583 fax

www.GoletaSanitary.org

In addition, the District is unable to predict what new regulatory requirements might be imposed in the future by Federal, State and/or local agencies, or exactly what effects said requirements might have on the District's ability to accept any new connections.

This letter does not constitute a sewer connection permit for the proposed project, but sets forth the terms on which a connection permit is issued. By providing this letter, the responsibility or liability for sewer service or matters pertaining to this project will not be the responsibility of the District.

Please note that the District's current assessment with respect to capacity availability, along with terms and conditions stipulated in Exhibit "A" for this project, are valid for two years from the date of this letter. At the end of the two-year period, the applicant, if still interested in the District's availability of service, must submit in writing a request for reassessment of its service conditions and capacity availability outlined in this letter.

If you have any questions regarding this matter please call Mr. Luis Astorga at this office.

Sincerely,



Steve D. Wagner, P.E.
General Manager/District Engineer

SDW: LA

Attachments
Exhibit A
Parcel Map
GSD General Construction Notes

cc: Luis Astorga, Goleta Sanitary District

EXHIBIT "A"
TERMS AND CONDITIONS

Applicant shall comply with all applicable District provisions of its Standards and Ordinances.

The property must be annexed to the District. Annexation to the District may incur additional costs by other agencies, depending on the specific application. Please contact LAFCO for annexation information and application materials. LAFCO can be contacted at:

Santa Barbara LAFCO
105 E. Anapamu Street
Room 407
Santa Barbara, CA 93101
(805) 568-3391
(805) 568-2249 FAX
Email lafco@sblafco.org

Upon completion of the annexation, the applicant/owner(s) must submit a complete copy of the building structure site and floor plans to the District. The District will review the plans and contact the applicant and the County of Santa Barbara Building and Safety Division after plans are reviewed.

In the event it is necessary to construct a sewer main or trunk line extension and/or appurtenances thereto (the "Extension") to connect the project to the District's existing sewer collection system, the Extension shall be constructed, and any necessary easements shall be obtained, by and at the expense of the applicant. Upon completion of the Extension and the connection of the Project to the District's sewer system, the applicant shall execute and deliver to the District a Grant of Rights document in recordable form conveying the Extension to the District. The applicant shall also convey to the District any easements necessary to enable the District to properly operate, repair and maintain the Extension. This easement document must be executed, complete and ready for recordation. Enclosed is a copy of the District's General and Construction Notes which are to be included on the improvement plans.

Easements must be a minimum 15 feet wide and vehicle access easement must be a minimum 12 feet wide. Easement widths are based on the size and depths of the sewerlines. No trees or shrubbery may be planted within the GSD easement.

The site plans need to show the proposed 4" diameter building structure sewer connection, building floor and rim elevation of the upstream manhole from the proposed connection to the structure.

Each property has to be separately connected to District facilities.

If there is an inability to achieve gravity flow from the building structure to the District's sewage collection facilities, an injector pump system design will need to be submitted to the County of Santa Barbara Building and Safety Division for approval prior to connection of any portion of your force main sewer system. The design must include dual pump and alarm system.

A backflow preventer encased in a concrete vault with a metal lid, embossed with "sewer" or "clean-out", must be installed within the private property whenever the residential interior plumbing fixtures are lower than the District's upstream manhole rim elevation. This manhole is the next immediate manhole upstream from the structure sewer service connection to the main sewerline.

The Applicant shall provide the District with verification that a private and/or public sewer easement has been created, conveyed and recorded, thus allowing the connection of the project to the District's public sewer. The easement documentation shall include language expressly providing for: "The construction, installation, repair, operation and maintenance of the building and lateral sewer," which connect the project to the District's public sewer.

Once the plans and easement documents have been received, reviewed and accepted, the District will stamp the plans approved. A sewer connection permit may be obtained by the applicant once they have paid all applicable fees, posted all required bonds and satisfied all applicable ordinances, regulations, standards and requirements of the District and any other local, state or federal agency with jurisdiction over the project.

As of the date of this letter, the required fees are as follows:

District Annexation Fees:

District Annexation Processing Fee: **\$200.00**
District Annexation Fee: **\$2,098.00** for 1 acre or less, for
properties greater than 1 acre: **\$2,098.00** multiplied by the total acreage

There are other fees associated with annexation from other agencies such as LAFCO, County of Santa Barbara and State Board of Equalization, please contact LAFCO for additional information.

Other District Fees:

Connection Fees:

Single Family Dwelling Unit: **\$2,266.00 / Unit**
Apartment, Duplex, Mobile Home Space, Condominium Unit: **\$1,587.00 / Unit**
Connection fees for commercial/industrial and other non-residential establishments are based on the number of equivalent residential units (ERUs) of the proposed development. The number of ERUs are defined as the ratio of the proposed total number of plumbing fixtures of the proposed development and that of a single-family dwelling (20 fixture units per dwelling). The connection fee for the proposed development is determined by multiplying the proposed ERUs by the connection fee of a single-family dwelling. Under no circumstance shall the fee be less than that of a single-family dwelling.
Permit fee: **\$187.00** (for project)
Permit fee: **\$187.00** (for cleanout installation at property line only, inspection fee waived)
Industrial Waste Control Annual Permit fee: **\$248.00 to \$2,000.00** (Based on Discharger Classification)
Inspection fee: **\$187.00** (per residential or commercial building structure connection)
Inspection fee: **\$248.00** (per industrial/manufacturing building structure connection)
Inspection fee: **\$500.00** (per 100 feet of mainline extension)
Plan check and review fee: **\$126.00** per hour (**\$126.00** minimum fee)
Deposit, as required **\$500.00**
Credit will be given for the existing connection and existing plumbing fixtures.

These fees are subject to periodic adjustments and applicant shall pay the fees in effect at the time application is made for a connection permit.



GOLETA SANITARY
Water Resource Recovery District

Key to Features

Structures

- CO
- ⊙ DROP
- MH
- WYE

Wet Well

Sewer Pipe

- FORCE MAIN
- LATERAL SEWER
- MAIN LINE
- SANITARY SEWER
- SIPHON INVERTED

Outfall Pipe

Goleta Sanitary District Bounda

Streets

Tax Parcels

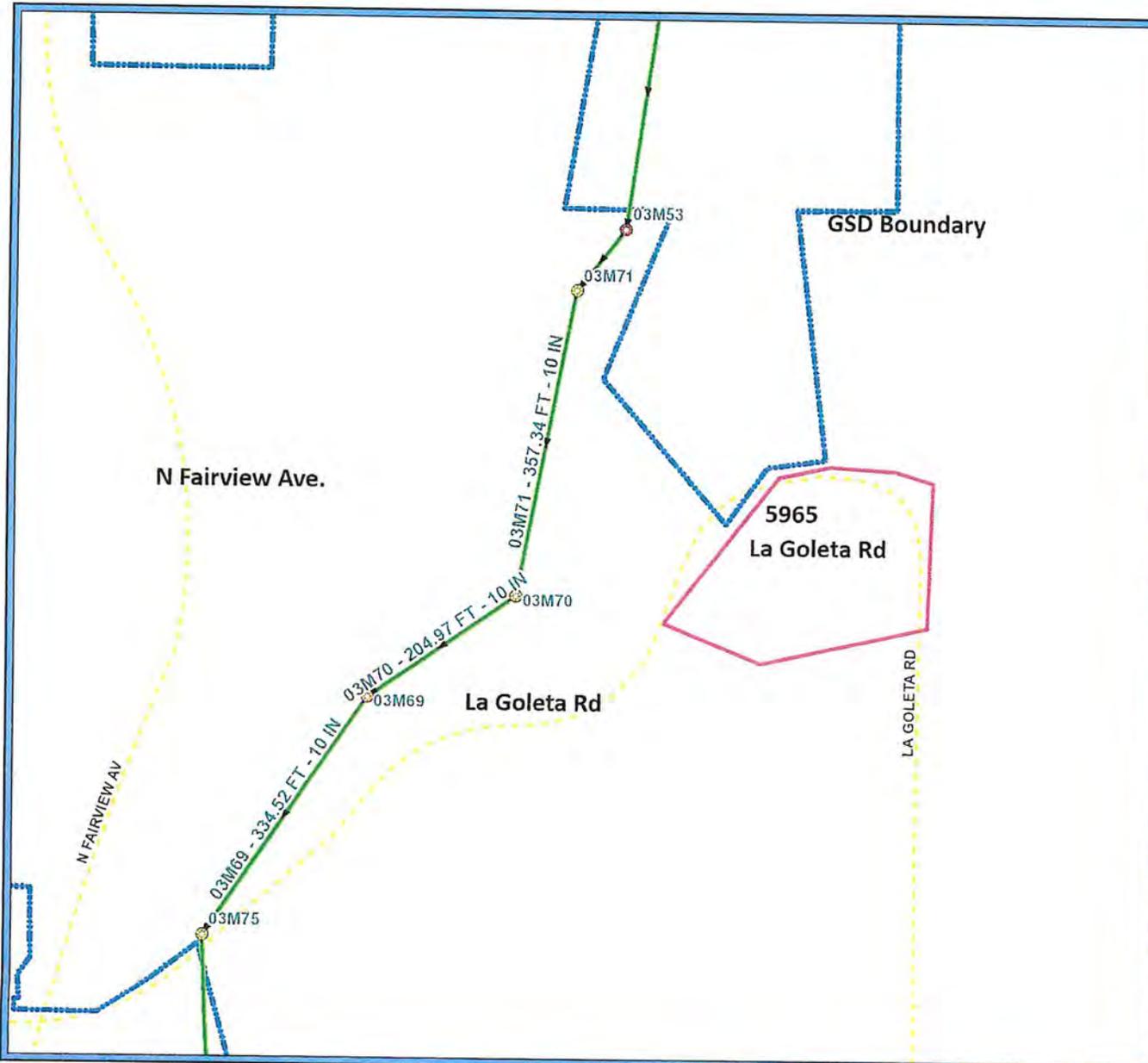
THIS MAP IS THE PROPERTY OF GOLETA SANITARY DISTRICT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GOLETA SANITARY DISTRICT.



Feet

0 94
State Plane California Zone V NAD 83
Santa Barbara County, California
Goleta Sanitary District

Compiled on 03-28-08
Provided by samsdgs.com



GOLETA SANITARY DISTRICT
GENERAL SEWER NOTES

1. *Revisions shall not be made to these plans without the approval of the District.*
2. *Before beginning work, the contractor shall obtain a permit to excavate in public road right of ways from the County of Santa Barbara or City of Goleta, as applicable.*
3. *If work is to be done in a state highway, a permit must be obtained from the State of California, Division of Highways, District 5, San Luis Obispo, California.*
4. *Prior to issuance of the required sewer connection permit or Notice to Proceed, the contractor shall obtain and file with the District, copies of: encroachment permit(s) to excavate in County/City streets, a permit for excavations and trenches from the State of California, Division of Industrial Safety, a Certificate of Worker's Compensation Insurance and Liability Insurance with the District named as the certificate holder. The certificate shall state that the holder shall be notified 30 days prior to cancellation of policy.*
5. *Acceptance of the sewer plans by the District does not constitute a representation as to the accuracy of the location of, or the existence of, any underground utility pipe or structure within the limits of this project.*
6. *The Contractor shall have at the Work site, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. The Contractor shall comply with the provisions of these and all other applicable laws, ordinances and regulations.*
7. *The District will not survey or layout any portion of the work.*
8. *The District shall be notified 48 hours prior to staking the sewer line.*
9. *A licensed Civil Engineer or surveyor shall furnish the District with grade (cut) sheets and stationing for all lateral sewers and wyes, and shall provide stakes for them at their proper locations with stationing clearly marked. Lateral sewers shall be constructed in a straight alignment at right angles from the main line sewer, except as shown on the plans. Any change in alignment shall be requested in writing by the Civil Engineer.*
10. *The Civil Engineer or surveyor shall furnish the lateral sewer depth at the property line below the top of curb elevation for each lateral sewer on the grade (cut) sheet.*

6.8 CONSTRUCTION NOTES

The following sewer line construction notes are requirements adopted by the District and shall be shown on the title sheet of the improvement plans:

GOLETA SANITARY DISTRICT SEWER CONSTRUCTION NOTES

1. *Construction of sewage collection facilities shall not commence until construction plans have been approved and permits issued by the Goleta Sanitary District. Sewer mains, laterals, and appurtenances shall be constructed according to Goleta Sanitary District standards and specifications and shall be subject to inspections to obtain acceptance of the constructed work.*
2. *Compliance with Goleta Sanitary District Standard Specifications and Santa Barbara County/City of Goleta encroachment permit(s) will be required for trench backfill. Certification of backfill compaction and material sand equivalents by a qualified, registered testing laboratory shall be provided to the Goleta Sanitary District by the permittee prior to the issuance of a Certificate of Acceptance.*
3. *Geotechnical investigations and soils reports prepared for the project shall be made available to the District.*
4. *The Goleta Sanitary District shall be notified at least forty-eight (48) hours prior to starting construction. Any construction done without approved plans, permits or prior notification to the District will be rejected, and any rework will be done at the contractor's expense. Inspection and approval by the Goleta Sanitary District shall be requested by the contractor prior to commencing and after each phase of construction, specifically, trench alignment, pipe bedding, pipe installation, backfill over installed pipe, final backfill and compaction, and clean-up.*
5. *Sewer lines near the construction site or involved with the sewer line construction shall be protected with plugs in the inlets and outlets of manholes until work is complete.*
6. *Contractor shall verify existing water, sewer, storm drain and other utility elevations prior to sewer trenching construction.*
7. *Clearance between sewer lines crossing under or over other underground utilities shall not be less than six inches (6") except for water pipes. Sewer lines shall be installed under water lines, unless otherwise approved by the Water and Sanitary Districts. If construction over water lines is permitted, the sewer main construction shall comply with State Health Department Guidelines.*
8. *The contractor shall be responsible for installing adequate bracing and shoring for excavations, temporary structures, and all partially completed portions of the work, as necessary. Sheeting, shoring, bracing, or equivalent protection for all excavations over 5 feet deep shall be provided as required by CAL-OSHA.*

9. *Trenches shall be backfilled or secured with steel traffic plates at the end of each workday. Traffic control devices shall be provided in accordance with State of California (Caltrans) Manual of Traffic Controls for Construction and Maintenance Work Zones, latest edition, or as otherwise directed by the District.*
10. *Solvent joints are not acceptable.*
11. *A minimum four-inch (4") diameter lateral and building sewer shall be installed for each single-family residential unit with a minimum grade of 1/4" per foot (approximately 2%) from the public sewer main to the building connection.*
12. *A minimum six-inch (6") diameter lateral and building sewer shall be installed on a minimum grade of 1/8" per ft. (approximately 1%) for multiple family dwellings, churches, commercial, industrial, school buildings, etc., from the sewer main to the building connection.*
13. *Lateral sewer connections to mainline sewers shall be with fabricated wye fittings in accordance with District Standard Drawing No. 16.*
14. *Lateral sewers shall be constructed with five (5) feet of cover at property line.*
15. *The Contractor shall furnish material, labor and equipment for conducting tests for deflection, leakage, infiltration and CCTV inspections. Tests shall be made after the sewer trench has been backfilled and compacted and before paving. Compaction test reports shall be submitted to the District prior to testing.*
16. *Deflections in installed pipe shall not exceed five (5) percent of the internal pipe diameter. Any section of the pipeline that exceeds the maximum allowable deflection shall be uncovered and, if not damaged, reinstalled at the Contractor's expense. Damaged pipe shall be removed from the Work site. The contractor shall test the deflection with an approved mandrel in the presence of a Goleta Sanitary District representative.*
17. *Prior to paving and video tests, installed pipe shall be cleaned by the balling method or with a hydro jet rodding/debris vacuum unit with a spinning nozzle approved by the District. A debris trap shall be installed at the most downstream manhole during the cleaning operation. A District Inspector shall be present at all times.*
18. *Prior to paving, the main sewer line shall be CCTV inspected from center of manhole to center of manhole by the Contractor in accordance with the District's standards. Water shall be discharged into the pipeline just prior to CCTV inspection. A DVD and (printed) hardcopy of the CCTV inspection shall be submitted to the Goleta Sanitary District. A District Inspector shall be present during the entire CCTV inspection.*
19. *Manhole interiors shall be coated and spark tested in accordance with District Standards. District Inspector shall be present during the coating and testing of the Manhole. A pull test may be required at the Inspector's discretion.*

20. *Manhole covers and frames shall be manufactured of ductile iron in accordance with Goleta Sanitary District Standard Drawing No. 12. Manhole covers shall be stamped with "G.S.D. Sewer".*
21. *Manhole tops in unimproved rights of way shall be 18" above finished grade, 6" above grade in maintained landscaped areas and shall be protected per Goleta Sanitary District Standard Drawing 10.*
22. *New manholes shall be vacuum tested for leaks after assembly and before backfill unless the requirement is waived by the District Inspector.*
23. *Record Drawings. Drawings showing the actual location of all mains, structures, wyes, laterals, manholes, cleanouts, easements, etc., shall be filed with the District before final acceptance of the work. In addition, an electronic AutoCad™ format drawing recorded on a CD, showing the actual location of mains, wyes, laterals, manholes, cleanouts and appurtenant structures, including invert and rim elevations, shall be submitted to the District before final acceptance of work. The Electronic Drawing shall be in the following coordinate system; Horizontal NAD 83 North America Datum, Vertical NAVD 88 North American Vertical Datum.*

6.9 RECORD DRAWINGS

A complete set of approved drawings shall be maintained at the work site during construction. The Contractor shall record changes from the approved plans on the drawings including change orders, approved field revisions, existing utility locations and depths and other information that may differ from the approved plans.

Upon completion of construction, inspection and testing, the Project Engineer shall prepare and submit to the District a complete set of original mylars with all of the changes shown and marked as "Record Drawings". The corrected mylars, one set of prints and a CD with electronic files of the drawings in an AutoCad™ .DWG format shall be submitted to the District within 30 days of completion of construction. Record Drawings are required prior to acceptance of the sewer improvements and prior to release of bonds.

END OF SECTION



GOLETA SANITARY
Water Resource Recovery District

COPY

February 4, 2021

Board of Directors:

Fred Barbaria
5970 La Goleta Road
Goleta, CA 93117

Jerry D. Smith
Board President

Steven T. Majoewsky

**SUBJECT: Sewer Service Availability
Proposed Sewer Service Connection for One Existing Single Family
Residence**

George W. Emerson

Sharon Rose

A.P.N. 069-050-004 at 5970 La Goleta Road, Goleta, CA

Edward Fuller

Dear Mr. Barbaria:

Steve D. Wagner, PE
General Manager
District Engineer

This letter is in response to your recent inquiry relative to the availability of sewer service for the above-mentioned property.

The subject property, as shown on the attached parcel map, is currently within the Goleta Sanitary District service area (sphere of influence) but is not annexed to the District. Based on the District's preliminary understanding from the information you provided, you propose to connect to the District's sewage collection facilities One Existing Single-Family Residence. Currently the existing parcel is being served by a septic system.

Please be advised that adequate sewage collection, treatment, and disposal capacity is currently available to serve the proposed project and that the District does not currently have a moratorium or similar restriction on new sewer connections. Subject to the terms specified in this letter, and upon satisfaction of the conditions set forth in the attached Exhibit "A", the District will issue a sewer connection permit and authorize the connection of the project to the District's sewer collection system. Although adequate sewer capacity is currently available to serve the project, issuing this letter does not guarantee sewer service by the District or reserve capacity for the project. The District provides all new sewer service on a first-come, first-serve basis, as determined from the date on which the connection permit is issued. The District cannot predict the pace of future development in the community and cannot anticipate the demand for new sewer service.

One William Moffett Place, Goleta CA 93117

(805) 967-4519 office (805) 964-3583 fax

www.GoletaSanitary.org

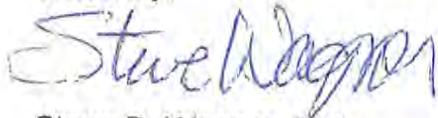
In addition, the District is unable to predict what new regulatory requirements might be imposed in the future by Federal, State and/or local agencies, or exactly what effects said requirements might have on the District's ability to accept any new connections.

This letter does not constitute a sewer connection permit for the proposed project, but sets forth the terms on which a connection permit is issued. By providing this letter, the responsibility or liability for sewer service or matters pertaining to this project will not be the responsibility of the District.

Please note that the District's current assessment with respect to capacity availability, along with terms and conditions stipulated in Exhibit "A" for this project, are valid for two years from the date of this letter. At the end of the two-year period, the applicant, if still interested in the District's availability of service, must submit in writing a request for reassessment of its service conditions and capacity availability outlined in this letter.

If you have any questions regarding this matter please call Mr. Luis Astorga at this office.

Sincerely,



Steve D. Wagner, P.E.
General Manager/District Engineer

SDW: LA

Attachments
Exhibit A
Parcel Map
GSD General Construction Notes

cc: Luis Astorga, Goleta Sanitary District

EXHIBIT "A"
TERMS AND CONDITIONS

Applicant shall comply with all applicable District provisions of its Standards and Ordinances.

The property must be annexed to the District. Annexation to the District may incur additional costs by other agencies, depending on the specific application. Please contact LAFCO for annexation information and application materials. LAFCO can be contacted at:

Santa Barbara LAFCO
105 E. Anapamu Street
Room 407
Santa Barbara, CA 93101
(805) 568-3391
(805) 568-2249 FAX
Email lafco@sblafco.org

Upon completion of the annexation, the applicant/owner(s) must submit a complete copy of the building structure site and floor plans to the District. The District will review the plans and contact the applicant and the County of Santa Barbara Building and Safety Division after plans are reviewed.

In the event it is necessary to construct a sewer main or trunk line extension and/or appurtenances thereto (the "Extension") to connect the project to the District's existing sewer collection system, the Extension shall be constructed, and any necessary easements shall be obtained, by and at the expense of the applicant. Upon completion of the Extension and the connection of the Project to the District's sewer system, the applicant shall execute and deliver to the District a Grant of Rights document in recordable form conveying the Extension to the District. The applicant shall also convey to the District any easements necessary to enable the District to properly operate, repair and maintain the Extension. This easement document must be executed, complete and ready for recordation. Enclosed is a copy of the District's General and Construction Notes which are to be included on the improvement plans.

Easements must be a minimum 15 feet wide and vehicle access easement must be a minimum 12 feet wide. Easement widths are based on the size and depths of the sewerlines. No trees or shrubbery may be planted within the GSD easement.

The site plans need to show the proposed 4" diameter building structure sewer connection, building floor and rim elevation of the upstream manhole from the proposed connection to the structure.

Each property has to be separately connected to District facilities.

If there is an inability to achieve gravity flow from the building structure to the District's sewage collection facilities, an injector pump system design will need to be submitted to the County of Santa Barbara Building and Safety Division for approval prior to connection of any portion of your force main sewer system. The design must include dual pump and alarm system.

A backflow preventer encased in a concrete vault with a metal lid, embossed with "sewer" or "clean-out", must be installed within the private property whenever the residential interior plumbing fixtures are lower than the District's upstream manhole rim elevation. This manhole is the next immediate manhole upstream from the structure sewer service connection to the main sewerline.

The Applicant shall provide the District with verification that a private and/or public sewer easement has been created, conveyed and recorded, thus allowing the connection of the project to the District's public sewer. The easement documentation shall include language expressly providing for: "The construction, installation, repair, operation and maintenance of the building and lateral sewer," which connect the project to the District's public sewer.

Once the plans and easement documents have been received, reviewed and accepted, the District will stamp the plans approved. A sewer connection permit may be obtained by the applicant once they have paid all applicable fees, posted all required bonds and satisfied all applicable ordinances, regulations, standards and requirements of the District and any other local, state or federal agency with jurisdiction over the project.

As of the date of this letter, the required fees are as follows:

District Annexation Fees:

District Annexation Processing Fee: **\$200.00**
District Annexation Fee: **\$2,098.00** for 1 acre or less, for
properties greater than 1 acre: **\$2,098.00** multiplied by the total acreage

There are other fees associated with annexation from other agencies such as LAFCO, County of Santa Barbara and State Board of Equalization, please contact LAFCO for additional information.

Other District Fees:

Connection Fees:

Single Family Dwelling Unit: **\$2,266.00 / Unit**
Apartment, Duplex, Mobile Home Space, Condominium Unit: **\$1,587.00 / Unit**
Connection fees for commercial/industrial and other non-residential establishments are based on the number of equivalent residential units (ERUs) of the proposed development. The number of ERUs are defined as the ratio of the proposed total number of plumbing fixtures of the proposed development and that of a single-family dwelling (20 fixture units per dwelling). The connection fee for the proposed development is determined by multiplying the proposed ERUs by the connection fee of a single-family dwelling. Under no circumstance shall the fee be less than that of a single-family dwelling.

Permit fee: **\$187.00** (for project)

Permit fee: **\$187.00** (for cleanout installation at property line only, inspection fee waived)

Industrial Waste Control Annual Permit fee: **\$248.00 to \$2,000.00** (Based on Discharger Classification)

Inspection fee: **\$187.00** (per residential or commercial building structure connection)

Inspection fee: **\$248.00** (per industrial/manufacturing building structure connection)

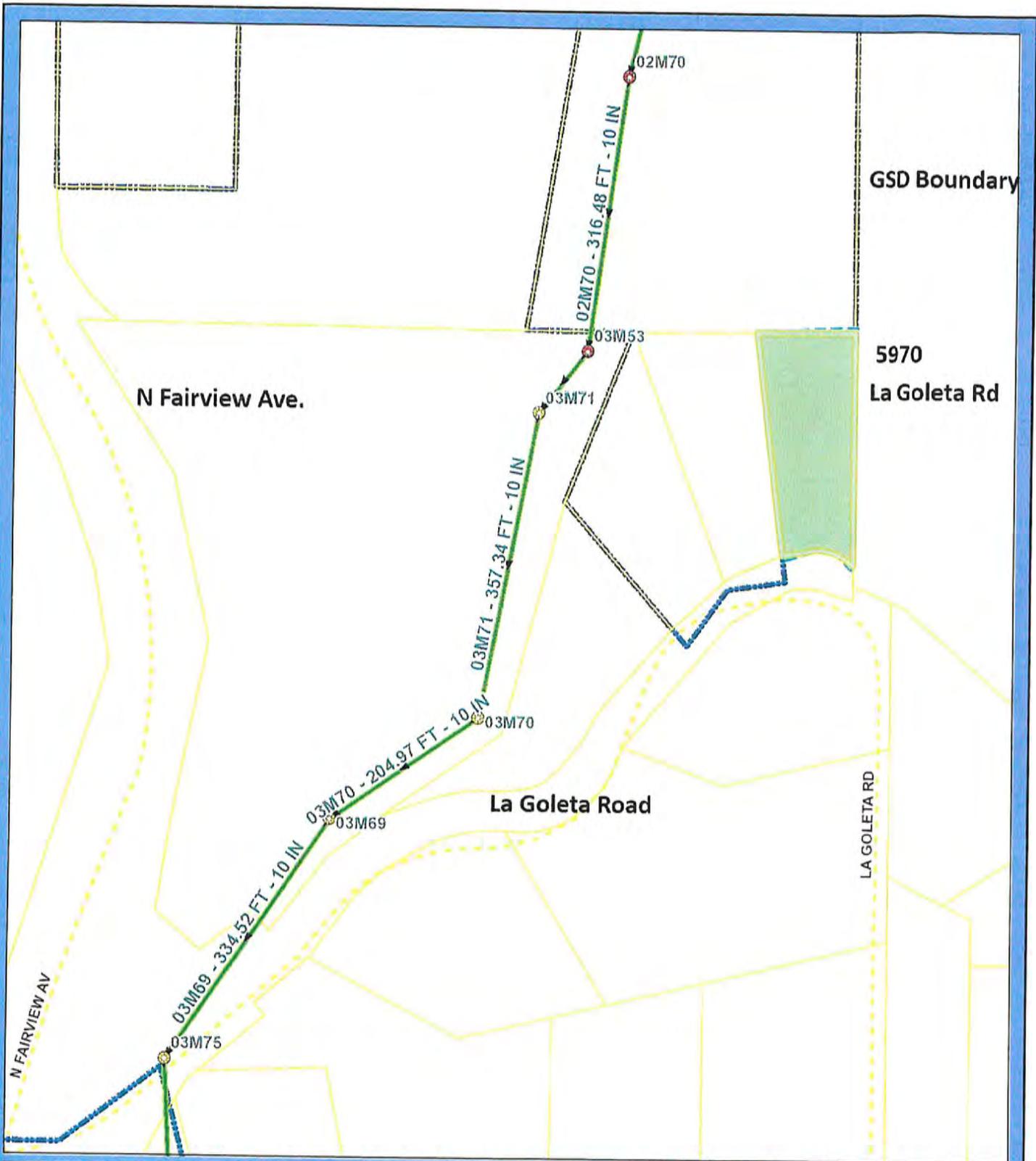
Inspection fee: **\$500.00** (per 100 feet of mainline extension)

Plan check and review fee: **\$126.00** per hour (**\$126.00** minimum fee)

Deposit, as required **\$500.00**

Credit will be given for the existing connection and existing plumbing fixtures.

These fees are subject to periodic adjustments and applicant shall pay the fees in effect at the time application is made for a connection permit.



Goleta Sanitary District

Key to Features

- | | |
|-------------------|-------------------|
| Structures | Sewer Pipe |
| ○ CO | — FORCE MAIN |
| ● DROP | — LATERAL SEWER |
| ○ MH | — MAIN LINE |
| ● WYE | — SANITARY SEWER |
| ○ Wet Well | — SIPHON INVERTED |

- | |
|------------------------------------|
| — Outfall Pipe |
| — Assessor Parcel |
| — Goleta Sanitary District Boundar |
| — Streets |
| — Tax Parcels |



Feet

0 94

State Plane California Zone V NAD 83
 Santa Barbara County, California
 Goleta Sanitary District

Compiled on 08-08-08

Public Use: This map is provided as a public utility and is not intended for any other purpose. The user assumes all liability for any use of this map. The Goleta Sanitary District is not responsible for any errors or omissions in this map. The Goleta Sanitary District is not responsible for any damages or losses resulting from the use of this map. Provided by iworldgis.com

Luis Astorga

From: Fred Barbaria <fredb51@cox.net>
Sent: Tuesday, February 2, 2021 12:19 PM
To: Luis Astorga
Subject: Conversion from Septic Tank to Sewer Connection

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Mr. Astorga,

We would like to explore abandoning our septic tank system and connecting to the Goleta Sanitary District system.

Our address is 5970 La Goleta Road and I understand that there is a main sewer line behind and west of our location.

Please let me know what the annexation and connection fees would be, plus a way to estimate the cost to run a properly sized lateral to the main line (permits, trenching, etc.).

Thanks and best regards,

Fred Barbaria

805 683-9305

Key to Features

- Structures**
- CO
- DROP
- MH
- WYE
- Wet Well
- Sewer Pipe**
- FORCE MAIN
- LATERAL SEWER
- MAIN LINE
- SANITARY SEWER
- SIPHON INVERTED
- Outfall Pipe
- Service Laterals
- Assessor Parcel
- Goleta Sanitary District Boundary
- Streets
- Tax Parcels

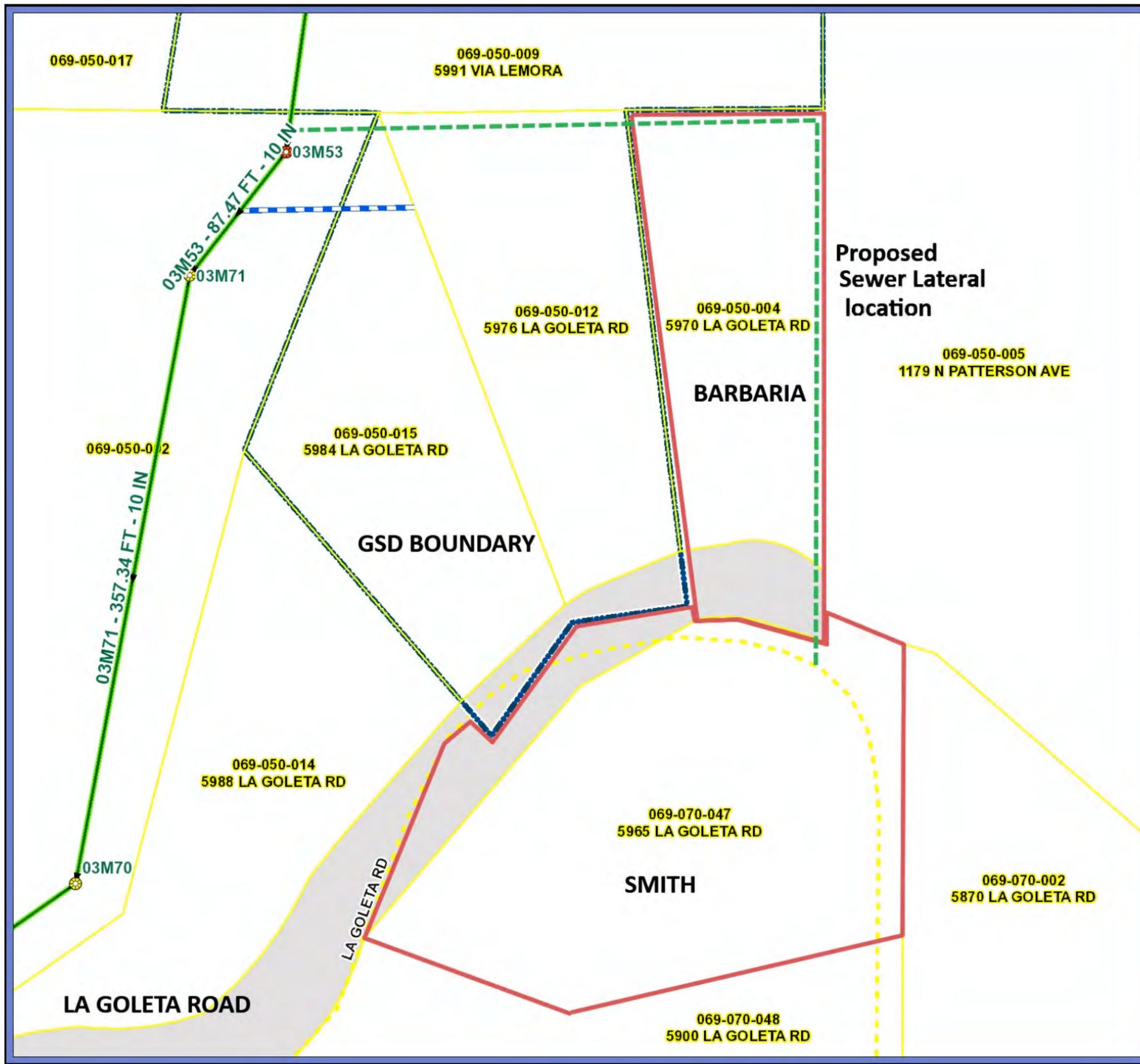
DISCLAIMER: This map is for reference only. Although every effort has been made to ensure the accuracy of information, errors and conditions originating from physical sources used to develop the database may be reflected on this map. No level of accuracy is claimed for the boundary lines shown hereon and lines should not be used to obtain coordinate values, bearings or distances.



Feet
0 47

State Plane California Zone V NAD 83
Santa Barbara County, California
Goleta Sanitary District

Compiled on ##-##-##
Provided by zworldgis.com



069-050-017

069-050-009
5991 VIA LEMORA

03M53

03M71

069-050-012
5976 LA GOLETA RD

069-050-004
5970 LA GOLETA RD

069-050-005
1179 N PATTERSON AVE

BARBARIA

069-050-015
5984 LA GOLETA RD

GSD BOUNDARY

069-050-012

03M71 - 357.34 FT - 10 IN

069-050-014
5988 LA GOLETA RD

069-070-047
5965 LA GOLETA RD

SMITH

069-070-002
5870 LA GOLETA RD

LA GOLETA ROAD

LA GOLETA RD

069-070-048
5900 LA GOLETA RD

LAFCO

Santa Barbara Local Agency Formation Commission

105 East Anapamu Street ♦ Santa Barbara CA 93101

805/568-3391 ♦ FAX 805/568-2249

www.sblafco.org ♦ lafco@sblafco.org

July 16, 2021

Steve Wagner, General Manager
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117

Received
JUL 19 2021
Goleta Sanitary District

Subject: 5965 & 5970 La Goleta Road – Annexation to the Goleta Sanitary District (LAFCO № 21-04)

Dear Steve Wagner:

A petition has been submitted to the Santa Barbara County Local Agency Formation Commission (LAFCO) proposing the annexation of territory to the Goleta Sanitary District. A copy of the proposal is attached to this letter for LAFCO Proceeding № 21-04. This proposal will annex land to your district.

The above-titled application has been filed with LAFCO on July 12, 2021. This notice is pursuant to Government Code Sections 56658 (b) and 56662 (c). The Proposed Project includes an annexation of approximately 1.18 acres and 0.58-acres of property into the Goleta Sanitary District for sewer service. The property is within the sphere of influence and is located at 5965 & 5970 La Goleta Road north of Cathedral Oaks.

We request that you review these documents and notify us of any questions, comments, concerns or conditions you have. If you identify conditions for this project, please explain why they are necessary. We also welcome any additional comments you wish to make concerning this proposal.

By state law your district has 60 days in which to request termination of these proceeding pursuant to Government Code Sections 56857. Please respond with your comments before September 14, 2021. Your input will be considered in the preparation of the staff report that will be presented to LAFCO.

This proposal will be on LAFCO's August 12, 2021 agenda for information purposes only. You will be notified in advance before LAFCO considers the merits of the proposal.

Sincerely,



Mike Prater
Executive Officer

Attachments:
Petition, Questionnaire, Map and Legal

Commissioners: Roger Aceves ♦ Cynthia Allen ♦ Jay Freeman ♦ Craig Geyer ♦ Joan Hartmann ♦ Steve Lavagnino
Holly Sierra ♦ Shane Stark ♦ Etta Waterfield, Chair ♦ Roger Welt Vice-Chair ♦ Das Williams **Executive Officer:** Mike Prater

TO:
Local Agency Formation Commission
County of Santa Barbara
105 East Anapamu Street, Rm 407
Santa Barbara, CA 93101

To be filled in by LAFCO

File No: _____
Date Presented: _____
Officially Filed: _____
Designated as: _____

LAFCO Action: _____
Date: _____

PETITION FOR

5965 & 5970 La Goleta Rd. Goleta Sanitary District Annexation
(Name of Proposal)

The undersigned by their signature hereon DO HEREBY REPRESENT REQUEST AND PETITION as follows:

1. The proposal is made pursuant to Part 3, Division 3, and Title 5 of the California Government Code (commencing with Section 56000, Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000).

2. The nature of the proposed change of organization (i.e., annexation, detachment, Reorganization, etc.) is/are:

Annexation of 5965 & 5970 La Goleta Rd. into the Goleta Sanitary District service area.

These properties are currently within the GSD Sphere of Influence.

3. The name or names of all districts and/or cities for which any such change or organization is proposed is as follows:

Goleta Sanitary District

4. The names of all other affected counties, cities and districts are:

N/A

5. The territory(ies) proposed for annexation to Goleta Sanitary District

is/are: residential properties with less than 12 people (uninhabited)

(uninhabited (less than 12 people) or inhabited (12 or more people))

6. This proposal **is** / **is not** within the sphere of influence of the affected city and/or **district**.
(Circle one)

7. Complete description of the exterior boundaries of the territory proposed for annexation.
Please attach legal description to this petition.

8. Do the boundaries of the districts or cities listed above overlap or conflict with the boundaries of the proposed annexation? Yes No

If yes, justify the need for overlapping or conflicting boundaries:

9. List any of the districts or cities, as above-listed, which possess authority to perform the same or similar function as requested herein.

N/A

(Name of public agency or agencies)

10. Do the boundaries of the territory proposed split lines of assessment?
 Yes No

11. Do the boundaries of the territory proposed create an island or corridor of unincorporated territory or a strip? Yes No

If yes, justify the necessity for the island corridor or strip:

12. If the proposed boundary follows a street or highway, does it follow the center of the street or highway? N/A Yes No

13. It is desired that this proposal provide for and be made subject to the following terms and conditions: N/A

A.

B.

* Discuss this with Fred & Mark

14. The reasons for this proposal are:

A. Facilitate connection to Goleta Sanitary District sewer facilities and abandonment of existing septic sewer systems.

B. _____

15. The persons signing this petition have signed as _____ registered voters OR owners of land.

16. If the formation of a new district is included in the proposal: N/A

A. The principal act(s) under which said district(s) is/are proposed to be formed is/are: _____

B. The proposed name(s) of the new district(s) is/are: _____

C. The boundaries of the proposed new district(s) are as described in Exhibit(s) _____, _____, heretofore incorporated herein.

17. If an incorporation or formation of a district is in the proposal: N/A

A. The proposed name of the new city/district is: _____

B. Provisions are requested for appointment of:

i. City/District Manager	_____ Yes	_____ No
ii. City Clerk & City Treasurer (City only)	_____ Yes	_____ No

C. Number of members proposed for initial Board of Directors/City Council, pursuant to Chapter Three commencing with §61120. (Please check one, below.)
_____ 3 (Three) _____ 5 (Five)

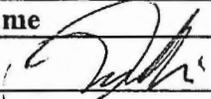
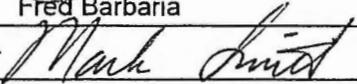
18. If the proposal includes the consolidation of special districts, the proposed name of the consolidated district(s) is/are: N/A

19. How will the new district be financed?

N/A

20. Proponents of this proposal: (Names of Chief Petitioners, not to exceed three (3), who hereby request that proceedings be taken in accordance with the provisions of Section 56000, et. seq. of the Government Code and herewith affix signatures) as follows:

Please sign on the top line and print on the line below.

Name	Mailing Address
1. 	
Fred Barbaria	5970 La Goleta Rd., Goleta, CA 93117
2. 	
Mark Smith	5965 La Goleta Rd., Goleta, CA 93117
3.	

When a form is completed and the requisite number of qualified signatures has been obtained (after circulation), the petition is to be filed with the Executive Officer.

The petition and signature sheets must be left intact. Removal of the signature sheets from one counterpart to another counterpart will invalidate the entire petition.

NOTE: THIS PAGE MUST BE COMPLETED AND ATTACHED TO EACH PETITION.

According to Election Code, Section 104, whenever any petition is submitted to the elections official, each section of the petition shall have attached to it a declaration signed by the Circulator of the petition, setting forth, in the Circulator's own hand, the following:

PRINTED NAME OF CIRCULATOR (including given name, middle name or initial and last name):

Steven M. Fort

RESIDENCE ADDRESS OF CIRCULATOR:

816 Grove Lane, Santa Barbara CA 93105

DATES ON WHICH ALL SIGNATURES TO THE PETITION WERE OBTAINED:

Starting date:

7/2/21

Ending date:

7/2/21

The Circulator, by affixing his/her signature below, hereby certifies:

1. That the Circulator circulated the attached petition and witnessed the appended signatures being written;
2. That, according to the best information and belief of the Circulator, each signature is the genuine signature of the person whose name it purports to be;
3. That the Circulator shall certify to the content of the declaration as to its truth and correctness, under penalty or perjury under the laws of the State of California, with the signature of his or her name at length, including given name, middle name or initial, and last name.

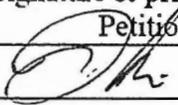
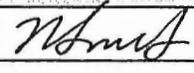
7/2/21
Date

[Handwritten Signature]
Name (as required above)

As a signer of this Petition, I hereby certify that I have read the content of the Petition and request that proceedings be taken for the proposal as provided by said Petition.

PLEASE SIGN NAME ON THE TOP LINE
PRINT NAME ON THE SECOND LINE



Date signed	Signature & printed name of Petitioners	Residential Address of Petitioners	Official Use Only
7-2-21	Sign: 	5970 LA GOLETA RD	
	Print: FRED DARBARIA	GOLETA, CA 93117	
7/2/21	Sign: 	5965 La Goleta rd	
	Print: MARK SMITH	GOLETA, CA 93117	
	Sign:		
	Print:		
	Sign:		
	Print:		
	Sign:		
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	Sign:		
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	Sign:		
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	Sign:		
	Print:		

SANTA BARBARA LOCAL AGENCY FORMATION COMMISSION

**Proposal Justification Questionnaire for Annexations,
Detachments and Reorganizations**
(Attach additional sheets as necessary)

1. Name of Application: (The name should match the title on the map and legal description; list all boundary changes that are part of the application)

5965 & 5970 La Goleta Rd. Goleta Sanitary District Annexation

2. Describe the acreage and general location; include street addresses if known:

5965 La Goleta Road, City of Goleta (1.18 Acres) &
5970 La Goleta Road, Santa Barbara County (0.58 Acres)

3. List the Assessor's Parcels within the proposal area:

069-070-047 & 069-050-004

4. Purpose of proposal: (Why is this proposal being filed? List all actions for LAFCO approval. Identify other actions that are part of the overall project, i.e., a tract map or development permit.)

Annexation to Goleta Sanitary District (already within Sphere of Influence)

5. Land Use and Zoning - Present and Future

- A. Describe the existing land uses within the proposal area. Be specific.

Single Family Residential

- B. Describe any changes in land uses that would result from or be facilitated by this proposed boundary change.

No changes

- C. Describe the existing zoning designations within the proposal area.

5970 La Goleta Road = RR-5 / Residential Ranchette (County of SB)
5965 La Goleta Road = RS-43.6 / Single Family Residential (City of Goleta)

- D. Describe any proposed change in zoning for the proposal area. Do the existing and proposed uses conform with this zoning?

No change. Existing land uses conform to existing zoning.

- E. (For City Annexations) Describe the rezoning that will apply to the proposal area upon annexation. Do the proposed uses conform with this rezoning?

N/A

- F. List all known entitlement applications pending for the property (i.e., zone change, land division or other entitlements).

N/A. Entitlement applications needed for sewer connections & septic abandonments will be filed post-annexation.

6. Describe the area surrounding the proposal

Using Table A, describe existing land uses, general plans and zoning designations for lands adjacent to and surrounding the proposal area. The application is incomplete without this table.

See Table A below.

7. Conformity with Spheres of influence

- A. Is the proposal area within the sphere of influence of the annexing agency?

Yes

- B. If not, include a proposal to revise the sphere of influence.

8. Conformity with County and City General Plans

- A. Describe the existing County General Plan designation for the proposal area.

Single Family Residential

- B. (For City Annexations) Describe the City general plan designation for the area.

Single Family Residential

C. Do the proposed uses conform with these plans? If not, please explain.

Yes

9. Topography and Natural Features

A. Describe the general topography of the proposal area and any significant natural features that may affect the proposal.

Typical lower foothills transition area north of Cathedral Oaks.

B. Describe the general topography of the area surrounding the proposal.

Same

10. Impact on Agriculture

A. Does the affected property currently produce a commercial agricultural commodity?

No

B. Is the affected property fallow land under a crop rotational program or is it enrolled in an agricultural subsidy or set-aside program?

No

C. Is the affected property Prime Agricultural Land as defined in Government Code §56064?

No

D. Is any portion of the proposal area within a Land Conservation (Williamson) Act contract?

No

1) If "yes," provide the contract number and the date the contract was executed.

2) If "yes", has a notice of non-renewal be filed? If so, when?

3) If this proposal is an annexation to a city, provide a copy of any protest filed by the annexing city against the contract when it was approved.

11. Impact on Open Space

Is the affected property Open Space land as defined in Government Code Section 65560?

No

12. Relationship to Regional Housing Goals and Policies (City annexations only)

If this proposal will result in or facilitate an increase in the number of housing units, describe the extent to which the proposal will assist the annexing city in achieving its fair share of regional housing needs as determined by SBCAG.

N/A

13. Population

A. Describe the number and type of existing dwelling units within the proposal area.

Two Single Family Residences

B. How many new dwelling units could result from or be facilitated by the proposal?

Single-family 0 Multi-family 0

14. Government Services and Controls – Plan for Providing Services (per §56653)

A. Describe the services to be extended to the affected territory by this proposal.

Sewer laterals.

B. Describe the level and range of the proposed services.

Typical sewer service.

C. Indicate when the services can feasibly be provided to the proposal area.

Within approx. 6 months to 1 year of annexation.

D. Indicate any improvements or upgrading of structures, roads, sewers or water facilities or other conditions that will be required as a result of the proposal.

Sewer lateral extensions.

E. Identify how these services will be financed. Include both capital improvements and ongoing maintenance and operation.

Private financing by home owners.

F. Identify any alternatives for providing the services listed in Section (A) and how these alternatives would affect the cost and adequacy of services.

N/A

15. Ability of the annexing agency to provide services

Attach a statement from the annexing agency describing its ability to provide the services that are the subject of the application, including the sufficiency of revenues (per Gov't Code §56668j).

See enclosed Goleta Sanitary District Sewer Service Availability letters.

16. Dependability of Water Supply for Projected Needs (as per §56653)

If the proposal will result in or facilitate an increase in water usage, attach a statement from the retail water purveyor that describes the timely availability of water supplies that will be adequate for the projected needs.

N/A

17. Bonded indebtedness and zones – These questions pertain to long term debt that applies or will be applied to the affected property.

N/A

A. Do agencies whose boundaries are being changed have existing bonded debt? _____
If so, please describe.

B. Will the proposal area be liable for payment of its share of this existing debt? _____
If yes, how will this indebtedness be repaid (property taxes, assessments, water sales, etc.)

C. Should the proposal area be included within any 'Division or Zone for debt repayment? __
If yes, please describe.

D. (For detachments) Does the detaching agency propose that the subject territory continue to be liable for existing bonded debt? _____. If yes, please describe.

18. Environmental Impact of the Proposal

A. Who is the "lead agency" for this proposal? LAFCO

B. What type of environmental document has been prepared?

None, Categorically Exempt -- Class 15303 (d)

EIR _____ Negative Declaration _____ Mitigated ND _____

Subsequent Use of Previous EIR _____ Identify the prior report. _____

C. If an EIR has been prepared, attach the lead agency's resolution listing significant impacts anticipated from the project, mitigation measures adopted to reduce or avoid significant impacts and, if adopted, a "Statement of Overriding Considerations."

N/A

19. Boundaries

A. Why are these particular boundaries being used? Ideally, what other properties should be included in the proposal?

Homeowners requesting annexation and connection to sewer facilities.

B. If any landowners have included only part of the contiguous land under their ownership, explain why the additional property is not included.

N/A

20. Final Comments

A. Describe any conditions that should be included in LAFCO's resolution of approval.

N/A

B. Provide any other comments or justifications regarding the proposal.

N/A

C. Enclose all pertinent staff reports and supporting documentation related to this proposal. Note any changes in the approved project that are not reflected in these materials.

N/A

21. Notices and Staff Reports

List up to three persons to receive copies of the LAFCO notice of hearing and staff report.

	<u>Name</u>	<u>Address</u>
A.	Fred Barbaria	5970 La Goleta Road, Goleta CA 93117
B.	Mark Smith	5965 La Goleta Road, Goleta CA 93117
C.	Steve Fort, SEPPS	1625 State Street, Suite 1, Santa Barbara, CA 93101

Who should be contacted if there are questions about this application?

<u>Name</u>	<u>Address</u>	<u>Phone</u>
Steve Fort, SEPPS	Same as above	805-966-2758 x101

Signature  _____

Date 7/9/21

TABLE A

Information regarding the areas surrounding the proposal area

	Existing Land Use	General Plan Designation	Zoning Designation
East	Orchard and Single Family Residential	RR-5 (County) Single Family Residential (City)	RR – 5 (County) RS – 20 (City)
West	Single Family Residential	RR-5 (County) Single Family Residential (City)	RR – 5 (County) RS-43.6 (City)
North	Single Family Residential	RR – 5 (County)	RR – 5 (County)
South	Single Family Residential	Single Family Residential (City)	RS – 43.6 (City)

Other comments or notations:

Exhibit A
La Goleta Annexation
LAFCO No. _____
Annexation to Goleta Sanitary District

THOSE PORTIONS of Lot 9 of the Partition of the B.A.Hicks Estate, in the County of Santa Barbara, State of California, as shown on map recorded October 5, 1898, records of said County,

AND ALSO Parcel 1 of Parcel Map 14,123, filed February 28, 1990, in Book44, Page 96, 97 and 98 of Parcel Maps, records of said County, described as follows.

Beginning the northeasterly corner of said Lot 9, which point is the northeasterly corner of the land described in the grant deed from James R Lohnas to Fred A Barbaria and Cheryl L. Barbaria, recorded March 21, 1997, as Instrument 97-015195, records of said County, and which point is the southeasterly corner of Goleta Sanitary District Annexation No. 291, as described in instrument 90-072860, filed November 8, 1990, records of said County;

1 - Thence along the northerly line of said Lot 9, being the northerly line of said Barbaria tract, and also the southerly line of said Annexation No. 291, North 89° 05' West, 110.00 feet to the northeasterly corner of Goleta Sanitary District Annexation No. 185, as described in instrument 15915, recorded in Book 2398, Page 471 of Official Records, records of said County;

2 - Thence South 6° 51' East, 263.56 feet along the westerly line of said Barbaria tract, being the easterly line of said Annexation No. 185, to a point on the centerline of said private roadway and end of a curve therein, which point is the southeasterly corner of said Annexation No. 185, and also a point on the northerly line of Parcel 1 of Parcel Map No. 14,123, filed February 28, 1990, in Book44, Page 96, 97 and 98 of Parcel Maps, records of said County;

3 - Thence along the northerly line of said Parcel 1, South 82° 31' 00" West, 61.09 feet to the northwesterly corner thereof;

Thence along the westerly, southerly and easterly lines of said Parcel 1, the following courses.

4 - South 37° 42' 00" West, 224.20 feet;

5 - South 69° 31' 30" East, 126.74 feet;

6 - North 77° 14' 20" East, 202.67 feet;

7 - North 0° 22' 30" East, 170.00 feet to the northeasterly corner of said Parcel 1;

8 - thence along the northerly line of said Parcel 1, North 72° 28' 00" West, 45.01 feet to a point on the easterly line of said Lot 9, being a point on the easterly line of said Barbaria tract;

9 – thence along the easterly line of said Lot 9, North 0° 22' 30" East, 261.28 feet to the Point of Beginning.

The above described land contains 76,254 square feet (1.751 acres) and is shown on Exhibit B for informational purposes, attached hereto and made a part hereof.

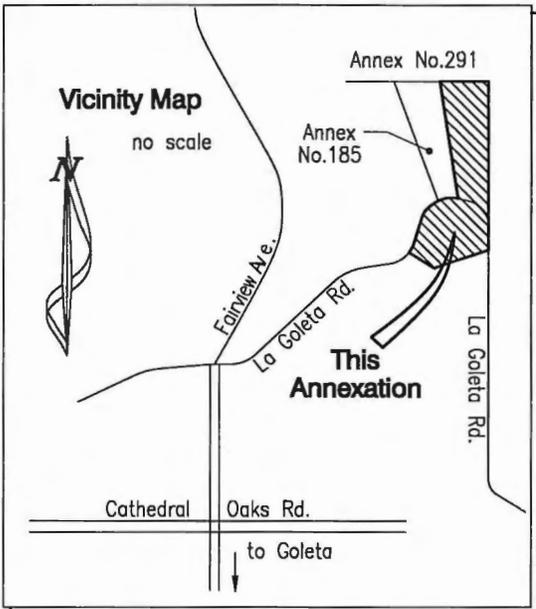
This description has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

Robert Reese, LS 6208

Approved as to Form and Survey Content.

Aleksandar Jevremović, PLS 8378
County Surveyor

7/7/2021 C:\1 JOBS BENGAL\2107-bengal-goleta sewer\survey-legal descriptions\2107-legal-Exhibit-B.pro



LEGEND

- Proposed Annexation
- Existing GSD Boundary
- easement line
- lot lines

GSD = Goleta Sanitary District
 GWD = Goleta Water District
 (R1) = 44 RS 05
 (R2) = 44 PM 96-98
 (R3) = 115 RS 76

This map has been prepared by me in accordance with provisions of the Professional Land Surveyors Act.

Robert J. Reese, LS 6208

Date _____

Approved as to Form and Surveying Content.

Aleksandar Jevemovic PLS 8378
 Santa Barbara County Surveyor

Date _____

EXHIBIT B
LAFCO Annexation No. _____
to the Goleta Sanitary District

A Portion of Lot 9 of the B.A.Hicks Estate of the La Goleta Rancho, 1 Maps 75, per Instrument 97-015195 and also Parcel 1 of Parcel Map No. 14,123, 44 PM 96-98 records of Santa Barbara County

DRAFT

REESE Water & Land SURVEYING SERVICES
 900-B Los Osos Valley Road
 Los Osos, CA 93402-3206
 805.439.2741

7/7/2021 C:\1 JOBS BENGAL\2107-bengal-goleta sewer\survey-legal descriptions\2107-legal-Exhibit-B.pro

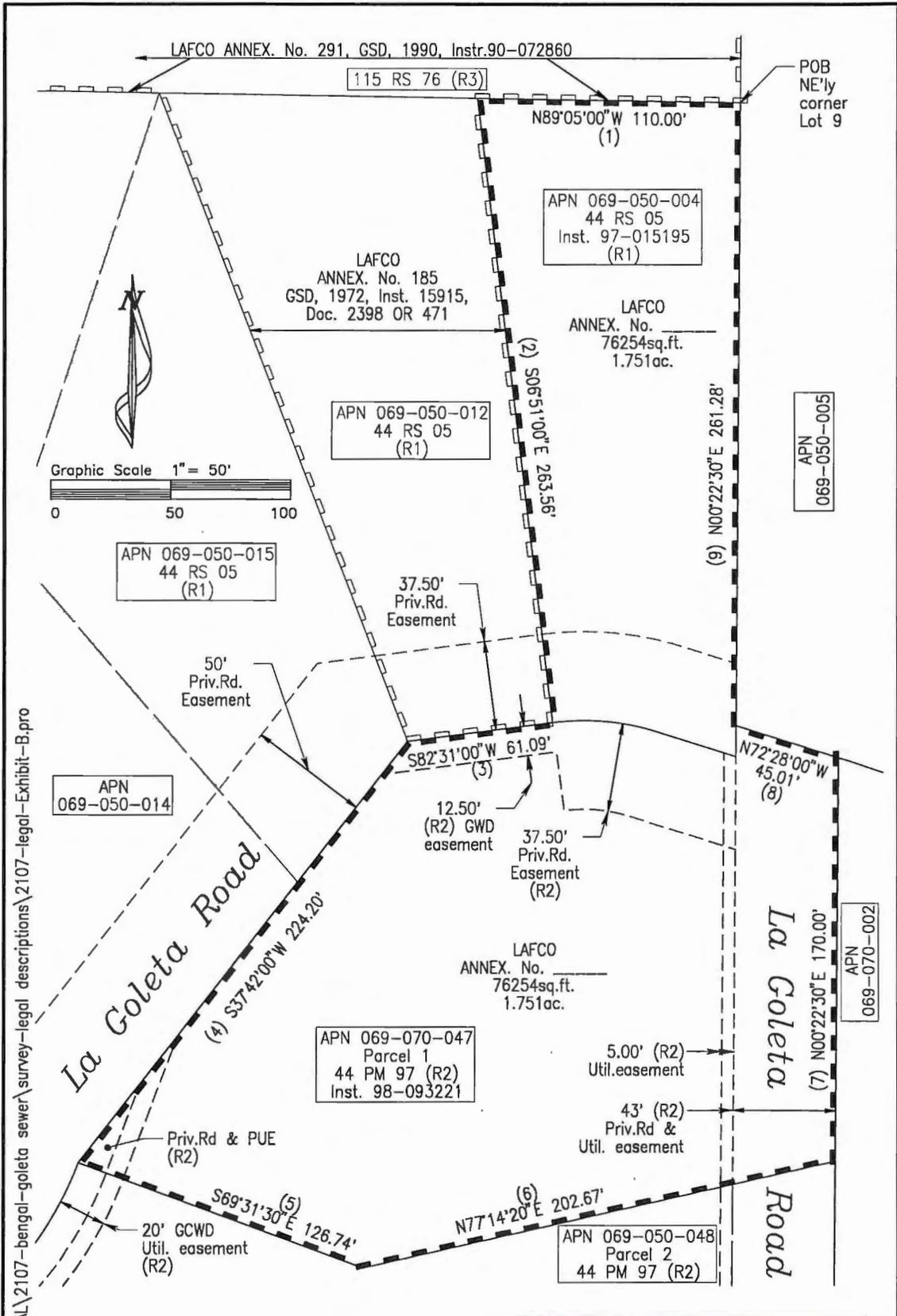


EXHIBIT B
LAFCO Annexation No.
to the
Goleta Sanitary District

DRAFT

REESE
Water

& Land
SURVEYING SERVICES
 900-B Los Osos Valley Road
 Los Osos, CA 93402-3206
 805.439.2741

AGENDA ITEM #4

AGENDA ITEM: 4

MEETING DATE: August 2, 2021

I. NATURE OF ITEM

Review and Consideration of Personnel Sharing Agreement with Carpinteria Sanitary District

II. BACKGROUND INFORMATION

The District hired a full time Safety and Regulatory Compliance Manager (SRCM) in 2019 to oversee the implementation of the District's safety programs and help ensure regulatory compliance. Prior to adding this new position, the District had been discussing the potential for a shared SRCM position with the Carpinteria Sanitary District (CSD). However, when the SRCM position was created in 2019 the thought of sharing the position was put on hold given the amount of time required for the new SRCM to get up to speed on the District's existing safety programs and initiate a comprehensive competency based training program.

Now that the District's SRCM is up to speed on the District's safety programs and has successfully launched the first phase of the competency based training program, staff has developed a draft cooperative use agreement in consultation with CSD to share the SRCM on a limited part-time basis. A copy of the draft agreement is attached to this report and presented herein for Board consideration.

III. COMMENTS AND RECOMMENDATIONS

The attached cooperative use agreement details the roles and responsibilities of each party in relation to the shared SCRUM position and can be terminated by either party in 60 days with written notice. The agreement has been reviewed by District legal counsel and has been approved by the Carpinteria Sanitary District. As such, staff recommends the Board consider authorizing the General Manager to execute the attached cooperative use agreement letter, subject to any revisions the Board wishes to make.

IV. REFERENCE MATERIALS

Agreement Between the Goleta Sanitary District and Carpinteria Sanitary District for Cooperative Use of a Safety and Regulatory Compliance Manager

**AGREEMENT BETWEEN THE GOLETA SANITARY DISTRICT AND
CARPINTERIA SANITARY DISTRICT
FOR COOPERATIVE USE OF A
SAFETY AND REGULATORY COMPLIANCE MANAGER**

Recitals

A. This Agreement is between the Goleta Sanitary District of Santa Barbara County, California (hereinafter referred to as "GSD") and the Carpinteria Sanitary District of Santa Barbara County, California (hereinafter referred to as "CSD"). GSD and CSD shall collectively be referred to as the "Parties."

B. GSD employs a Safety and Regulatory Compliance Manager (hereinafter referred to as the "Safety Manager"), in part, for the purpose of developing, coordinating, and implementing employee safety programs, in order to meet state and federal OSHA requirements. CSD desires the services of a qualified safety professional, on a part-time basis, to perform those same safety-related tasks and duties on its behalf. The Parties would benefit individually and mutually from an arrangement through which the Safety Manager provides services to CSD, pursuant to the terms of this Agreement, in exchange for equitable cost sharing.

Agreement

The Parties hereto agree:

1.0 Purpose

1.1 The purpose of this Agreement is to establish a framework whereby the Safety Manager provides services on a part-time basis to CSD.

1.2 This Agreement is made for the sole and exclusive benefit of the Parties to this Agreement. Nothing in this Agreement is intended to, nor does it, grant or bestow any benefit on the Safety Manager or any other third party who is not a signatory to the Agreement.

2.0 Term of Agreement

This Agreement shall commence upon its effective date as defined in Section 7.0 and shall continue in effect until it is terminated pursuant to Section 6.0.

3.0 Administration

3.1 The Safety Manager shall be an employee of GSD and shall receive the same benefits as do other GSD employees in positions equivalent to that of Safety Manager, including workers' compensation coverage. Salary and benefit adjustments for the Safety Manager are at the sole discretion of GSD. This agreement does not create the relationship of principal-agent between GSD and CSD or employer-employee relationship between CSD and the Safety Manager. While performing services for CSD pursuant to this Agreement, the Safety Manager is and shall remain for all legal purposes an employee of GSD. Accordingly, the Safety Manager is not entitled to benefits of any kind or nature normally provided to employees of CSD, including, but not limited to, State Unemployment Compensation Insurance or Workers' Compensation. GSD shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to the Safety Manager.

3.2 CSD agrees to pay for twenty percent (20%) of the fully burdened salary and benefit costs associated with the Safety Manager position incurred by GSD. GSD's General Manager shall allocate the time of the Safety Manager such that CSD receives twenty percent (20%) of the Safety Manager's overall work hours, typically one 8-hour day per work week.

3.3 GSD's General Manager will be the Safety Manager's supervisor and shall be responsible for conducting a formal performance review of the Safety Manager on an annual basis. Upon request, CSD's General Manager will provide

input regarding the general performance of the Safety Manager for the services and work product provided to CSD.

3.4 CSD shall make payments to GSD on a quarterly basis, in advance, upon receipt of invoices from GSD. Payment shall be made within thirty (30) days of receipt of the invoice. No partial refunds of quarterly payments will be made, unless GSD chooses to terminate the Agreement pursuant to Section 6.0.

3.5 GSD will determine how to replace the individual in the Safety Manager position if the need arises.

4.0 Safety Manager Duties

4.1 The Safety Manager shall develop, coordinate and implement employee safety programs meeting State and Federal OSHA requirements; develop and implement on-going programs for instruction on work-related procedures, safety, and professional development; develop safety policies and procedures; and provide recommendations to supervisory personnel relating to safe working conditions and procedures.

4.2 Under the general supervision of GSD's General Manager, and, with respect to the portion of the Safety Manager's services provided to CSD, direction provided by CSD's General Manager, the Safety Manager shall perform duties consistent with the approved job description for the Safety Manager position.

4.3 By April 1st of each year the Safety Manager shall complete an annual work plan which indicates what activities and schedule are anticipated for the coming fiscal year for CSD and an annual budget for recommended equipment, supplies and contracted training or services.

4.4 The Safety Manager shall complete a quarterly report on work activities accomplished for CSD and shall provide such report to CSD's General Manager no later than 30 days following the end of each calendar quarter.

4.5 The Party for whom the Safety Manager completes the work shall be the owner of and be entitled to exclusive possession of the work products and records relating to the work.

5.0 Indemnification and Insurance

5.1 Each Party shall bear the legal responsibility for any liability arising from the work performed by the Safety Manager for that Party, and each Party shall indemnify, defend and hold the other Party harmless with regard to any liability arising from work provided to that Party by the Safety Manager.

5.2 No Party to this Agreement, nor any officer, director, agency, or employee thereof, shall be responsible for any damage or liability incurred by reason of anything done or omitted to be done by the Safety Manager for a particular Party to this Agreement, whether or not the work by the Safety Manager was physically undertaken within the geographical jurisdiction of that Party. It is also understood and agreed that pursuant to California Government Code Section 895.4, or any other applicable provision of law, the Party for whom such services are being provided shall fully indemnify and hold harmless the other Party from any liability imposed upon the other Parties for injury to persons or property occurring by reason of anything done or omitted to be done by the Safety Manager while providing such services for said Party.

5.3 Each Party agrees to name the other Party to this Agreement as additional insured on applicable liability insurance policies held by them providing coverage for bodily injury and property damage for liability arising out of the performance of this Agreement, and to furnish to the other parties a certificate or

certificates of insurance evidencing such coverage. Each Party will hold the following insurance policies naming the other as additional insureds in the amounts provided for by the California Sanitation Risk Management Authority coverage maintained by the Parties, respectively.

6.0 Termination

This Agreement may be terminated at any time by the mutual written agreement of the Parties. Either Party may terminate this Agreement with 60 day advance written notice. However, if one Party breaches the terms of this Agreement, the non-breaching party may immediately terminate this Agreement after providing the other Party with 15 days written notice of such breach, but only if the Party does not cure such breach within such 15-day period. Any notice provided under this Agreement shall be provided to:

GSD	CSD
Steve Wagner/General Manager	Craig Murray/General Manager
1 William Moffett Place	5300 Sixth Street
Goleta, CA 93117	Carpinteria, CA 93013

7.0 Effective Date

The effective date of this Agreement shall be July 1, 2021.

8.0 Governing Law

This Agreement will be construed and interpreted in accordance with the laws of the State of California. Any dispute between the Parties hereto shall be filed and heard in the County of Santa Barbara.

9.0 Recitals

The foregoing recitals are incorporated by reference into this Agreement.

10.0 Severability

If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

As set forth by the following:

11.0 Entire Agreement and Amendments

This Agreement contains the entire agreement of the Parties relating to the subject matter of this Agreement. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged. The Agreement may not be altered or modified except by a writing signed by the Parties.

GOLETA SANITARY DISTRICT

By: _____
Steve Wagner, General Manager/District Engineer

CARPINTERIA SANITARY DISTRICT

By:  _____
Craig Murray, General Manager

GENERAL MANAGER'S REPORT

GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT

The following summary report describes the District's activities from July 20, 2021 through August 2, 2021. It provides updated information on significant activities under three major categories: Collection System, Treatment/Reclamation and Disposal Facilities, and General and Administration Items.

1. COLLECTION SYSTEM REPORT

LINES CLEANING

Staff is conducting routine lines cleaning in the area of Foothill Road and Cocopah Drive.

CCTV INSPECTION

Staff continues conducting routine Closed-Circuit Television (CCTV) inspections in easement areas near Foothill and La Cumbre Roads.

GREASE AND OIL INSPECTIONS

Staff continues with the annual Grease and Oil inspections.

REPAIR AND MAINTENANCE

Staff accepted delivery of the new trailer-mounted arrow board. This arrow board will be used for traffic control operations. It is solar battery powered and allows greater ease of operation during night work and in residential areas vs. the existing diesel-powered trailer-mounted arrow board which has noise considerations from the diesel engine. Staff is working with a local repair shop to correct an overheating issue with the TV Unit on-board generator. Staff is able to continue CCTV inspections with a loaner generator.

2021 CCTVI PROJECT REVIEW

Staff continues to work with Hazen & Sawyer on the update of the District Asset Management Program.

FY 2020-21 HANDBILLED SEWER SERVICE CHARGES

Staff continues working on the annual hand billing sewer service charge invoices.

PROFESSIONAL DEVELOPMENT

Staff attended the CWEA Collection System Meeting in Morro Bay, CA on July 24, 2021. This is an annual meeting of the CWEA State Collection System Committee. The speakers included staff from the State Water Board who provided an update on the re-issuance of the Waste Discharge Order due late December of this year. Staff attended DKF Solutions webinars on asset management and leadership development.

2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT

Plant flows have reduced to an average of 4.1 million gallons per day (MGD). The demand for reclaimed water is consistent at 1.5 MGD. Flow concentrations and loadings during the weekends continue to cause intermittent challenges and various levels of plant interference.

Centrifuge operations are continuing as planned. Dredging operations have begun in lagoon #2.

Maintenance staff upgraded one of our existing digester recirculation pumps with a cartridge-style mechanical seal. This type of seal replaces an existing packing gland that required constant adjustment and a source of cooling water. This new mechanical seal will reduce the amount of processed water used and the amount of time spent on maintenance.

The Lystek refeed project is in its last phase of biosolids recycling. We have attained 50% solids refeed. We will continue to collect data until we have a full 30 days of operation at this rate.

3. GENERAL AND ADMINISTRATIVE ITEMS

Financial Report

The District account balances as of August 2, 2021 shown below are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 717,358
Investment Accounts:	\$ 29,385,650
Total District Funds:	\$ 30,103,008

The following transactions are reported herein for the period 07/20/21 – 08/02/21.

Regular, Overtime, Cash-outs and Net Payroll:	\$ 120,506
Claims:	\$ 641,505
Total Expenditures:	\$ 762,011
Total Deposits:	\$ 5,342

Transfers of funds:

LAIF to Community West Bank Operational (CWB):	\$ - 0 -
CWB Operational to CWB Money Market:	\$ - 0 -
CWB Money Market to CWB Operational:	\$ - 0 -

The District's investments comply with the District's Investment Policy adopted per Resolution No. 16-606. The District has adequate funds to meet the next six months of normal operating expenses.

Local Agency Investment Fund (LAIF)

LAIF Monthly Statement – Previously submitted.

LAIF Quarterly Report – Previously submitted.

PMIA/LAIF Performance – Previously submitted.

PMIA Effective Yield – Previously submitted.

Community West Bank (CWB)

CWB Money Market Account – Previously submitted.

Deferred Compensation Accounts

CalPERS 457 Deferred Compensation Plan – Previously submitted.

Lincoln 457 Deferred Compensation Plan – Previously submitted.

COVID-19 Response Plan Update

A verbal update will be provided at the meeting.

Personnel Update

A verbal update will be provided at the meeting.

Governing Board Meeting Schedule

Due to the upcoming conferences and Labor Day holiday staff is recommending the Board consider a few special meetings dates and times in lieu of the regularly scheduled meeting dates. The proposed dates and times to be discussed at the meeting.

**DISTRICT
CORRESPONDENCE**
Board Meeting of August 2, 2021



- | <u>Date:</u> | <u>Correspondence Sent To:</u> |
|---------------------|---|
| 1. 07/13/2021 | Christiane Dussa
Shubin & Donaldson
Subject: Sewer Service Availability
Proposed 18,000 SF Tenant Improvement for proposed Café, offices, conference rooms and new restrooms in an existing 70,000 SF office building
A.P.N. 071-140-075 at 5385 Hollister Ave., Goleta CA |
| 2. 07/20/2021 | Onelia A. Rodriguez
Property Tax Section, SB Co. Auditor-Controller's Office
Subject: Sewer Service Charge Report for Fiscal Year 2021-22 |
| 3. 07/21/2021 | The Honorable Dianne Feinstein
United States Senate

The Honorable Alex Padilla
United States Senate

The Honorable Salud Carbajal
Subject: Clean Water Infrastructure Support |
| 4. 07/26/2021 | Morgan Krapes-Kiah
Flowers & Associates, Inc.
Subject: Sewer Service Availability
Proposed Sewer Service Connection for Proposed Lot Merger and Subdivision into six (6) new lots with a Development Plan for approximately 118,000 SF of Office and Light Industrial Development
A.P.N. 071-170-079, -080, -083 at 891 S. Kellogg Ave., Goleta CA |
| 5. 07/27/2021 | Michael Baker, CEO
United Boys & Girls Clubs of Santa Barbara County
Subject: Goleta Sanitary District Sewer Service Charge Fiscal Year ending June 30, 2021 |

**DISTRICT
CORRESPONDENCE**
Board Meeting of August 2, 2021

Page 2

6. 07/28/2021 Goleta Sanitary District Customer
Yaple Drive
Subject: Goleta Sanitary District Notice
Letter also sent to various residents on:
- Debra Avenue
 - Suellen Court
7. 07/28/2021 Andy Horton
Rayne of Santa Barbara
Subject:
1) Reclassification of Industrial Wastewater Discharge Permit Based on Average Hydraulic Loading > 25,000 gallons per day
2) Correction of Capacity Deficiency; Additional Service ERUs Required
8. 07/28/2021 Jose Gill
El Sitio Restaurant
Subject: Oil & Grease Pretreatment Upgrade Requirement Suspended
9. 07/28/2021 Corey Hoven
Next Energy Technologies, Inc.
Subject: Industrial User Discharge Permit # A-435 Reclassification
10. 07/28/2021 Jessica Marianne Altstatt
Subject: Roots at Sewer Mainline Connection: 102 Orange Ave.
A.P.N. 071-052-001
11. 07/29/2021 Bill Pham, Owner
Noodle City Restaurant
Subject: Notice of Violation – Grease Interceptor Installation Required

Hard Copies of the Correspondence are available at the District's Office for review