

AGENDA

AB 361 REMOTE MEETING NOTICE

This meeting is being held virtually pursuant to AB 361 as meeting in person may present imminent risks to the health or safety of attendees. The public may participate in this meeting remotely via zoom as set forth below.

INSTRUCTIONS FOR USING ZOOM

- Join the meeting using the link below.
- You must have audio and microphone capabilities on the device you are using to join the meeting.
- When you join the meeting make sure that you join the meeting with audio and follow the prompts to test your speaker & microphone prior to joining the meeting.

TO SPEAK ON AN ITEM USING ZOOM

- The Board President will call the item and staff will begin the staff report.
- Click on the Raise Hand icon if you would like to speak on the item.
- Your name will be called on when it's your turn to speak.
- When your name is called, you will be prompted to unmute yourself.
- When your time is up, you will be muted.
- You will repeat this process for each item you want to speak on.

FOR OPEN SESSION PARTICIPATION

Join Meeting Electronically at:

Join Zoom Meeting

<https://us02web.zoom.us/j/89839652004?pwd=ZDIrUjIqNENNYXBpb0EwdlQzM3NrUT09>

Meeting ID: 898 3965 2004

Passcode: 869995

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

One William Moffett Place
Goleta, California 93117

February 18, 2022

CALL TO ORDER: 2:00 p.m.

ROLL CALL OF MEMBERS

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

CONSIDERATION OF THE MINUTES OF THE BOARD MEETING

The Board will consider approval of the Minutes of the Regular Meeting of February 7, 2022.

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 24 hours in advance of the meeting.

BUSINESS:

1. PRESENTATION OF THE DISTRICT’S COLLECTION SYSTEM MAINTENANCE PROGRAM AND SUMMARY OF RECENT ACTIVITIES
2. CONSIDERATION OF AGREEMENT WITH CENTRAL COAST TRANSIT, INC. FOR THE REMOVAL, TRANSPORTATION AND DISPOSAL OF BIOSOLIDS (Board may take action on this item.)
3. CONSIDERATION OF BIOSOLIDS DISPOSAL AGREEMENT WITH LIBERTY COMPOSTING, INC. (Board may take action on this item.)

4. REVIEW AND CONSIDERATION OF BOARD SELF-ASSESSMENT WORKSHOP
(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 24 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
(Held via Zoom)
February 7, 2022

- CALL TO ORDER:** President Majoewsky called the meeting to order at 6:31 p.m.
- BOARD MEMBERS PRESENT:** Steven T. Majoewsky, Sharon Rose, Edward Fuller, Jerry D. Smith
- BOARD MEMBERS ABSENT:** George W. Emerson
- STAFF MEMBERS PRESENT:** Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance and Human Resources Manager/Board Secretary, Laura Romano, Management Analyst, and Richard Battles, Legal Counsel from Howell Moore & Gough LLP.
- OTHERS PRESENT:** Larry Meyer, Director, Goleta West Sanitary District
Tom Evans, Director, Goleta Water District
- APPROVAL OF MINUTES:** Director Smith made a motion, seconded by Director Rose, to approve the minutes of the Regular Board meeting of 01/17/22. The motion carried by the following vote:
- (22/02/2285)
- | | | |
|----------|---|--------------------------------|
| AYES: | 4 | Majoewsky, Rose, Fuller, Smith |
| NOES: | | None |
| ABSENT: | 1 | Emerson |
| 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. **CONSIDERATION AND ADOPTION OF RESOLUTION CONTINUING THE CONDUCT OF MEETINGS UNDER MODIFIED BROWN ACT REQUIREMENTS**
Mr. Wagner gave the staff report.

Director Fuller made a motion, seconded by Director Rose to approve and adopt Resolution No. 22-677 to continue to conduct meetings under modified Brown Act requirements.

The motion carried by the following vote:

(22/02/2286)

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

2. STATUS REPORT ON TRANSITION TO DISTRICT-BASED ELECTIONS PROCESS
Mr. Wagner and Ms. Romano gave the staff report updating the Board.

No Board action was taken on this update item.

3. CONSIDERATION OF FUNDING REQUEST FROM THE SOUTHERN CALIFORNIA ALLIANCE OF PUBLICLY OWNED TREATMENT WORKS FOR ENHANCED REGULATORY ADVOCACY SUPPORT
Mr. Wagner gave the staff report.

Director Fuller made a motion, seconded by Director Smith to approve and authorize funding support of \$4,500 per year for the next two years to the Southern California Alliance of Publicly Owned Treatment Works (SCAP) for enhanced regulatory advocacy support.

The motion carried by the following vote:

(22/02/2287)

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

4. REVIEW AND CONSIDERATION OF PROPOSAL FOR PRELIMINARY ENGINEERING DESIGN SERVICES FOR BIOSOLIDS AND ENERGY STRATEGIC PLAN PHASES 2 & 3 IMPROVEMENTS
Mr. Wagner gave the staff report.

Director Fuller made a motion, seconded by Director Rose to approve and authorize the General Manager to execute an agreement with Hazen and Sawyer for preliminary

engineering design services for Phases 2 & 3 for the Biosolids and Energy Strategic Plan as included in their proposal in an amount not to exceed \$506,042 in the form of an addendum to proposal.

The motion carried by the following vote:

(22/02/2288)

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

5. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

6. LEGAL COUNSEL'S REPORT

Mr. Battles reported on AB 473 effective 01/01/2023, this bill would recodify and reorganize the provisions of the Public Records Act. Mr. Battles also reported on AB 474, this bill would enact various conforming and technical changes related to AB 473, which recodifies and reorganizes the California Public Records Act.

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

Director Rose – Reported on the Goleta West Sanitary District meeting she attended.

Director Fuller – No report.

Director Smith – Reported on the Engineering Committee meeting he attended.

8. PRESIDENT'S REPORT

President Majoewsky – Reported he attended the Engineering Committee meeting.

9. ITEMS FOR FUTURE MEETINGS

The Board members and staff discussed adding to the agenda for a future meeting a possible increase to the District's sewer service charges.

10. CORRESPONDENCE

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

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

Director Rose made a motion, seconded by Director Fuller, to ratify and approve the claims, for the period 01/18/22 to 02/07/22 as follows:

| | |
|---|---------------|
| Running Expense Fund #4640 | \$ 548,055.39 |
| Capital Reserve Fund #4650 | \$ 23,007.50 |
| Depreciation Replacement Reserve Fund #4655 | \$ 18,363.33 |
| Retiree Health Insurance Sinking Fund #4660 | \$ 11,477.35 |

The motion carried by the following vote:

(22/02/2289)

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

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:00 p.m.

Steven T. Majoewsky
Governing Board President

Robert O. Mangus, Jr.
Governing Board Secretary

George W. Emerson

Sharon Rose

Edward Fuller

Jerry D. Smith

AGENDA ITEM #1

AGENDA ITEM: 1

MEETING DATE: February 18, 2022

I. NATURE OF ITEM

Presentation of the District's Collection System Maintenance Program and Summary of Recent Activities

II. BACKGROUND INFORMATION

District Collection System Manager Luis Astorga will present a summary of the Collection System (CS) activities and current projects. This presentation will focus on the preventive maintenance activities, the Sewer System Management Plan (SSMP) and State Water Board Waste Discharge Requirement update, CS preventive maintenance programs, the Competency Based Training project and an overview of performance measures achieved in the last year.

III. COMMENTS AND RECOMMENDATIONS

This report is for information purposes only. As such, no formal Board action is required at this time.

IV. REFERENCE MATERIAL

None

AGENDA ITEM #2

AGENDA ITEM: 2

MEETING DATE: February 18, 2022

I. NATURE OF ITEM

Consideration of Agreement with Central Coast Transit, Inc. for the Removal, Transportation and Disposal of Biosolids

II. BACKGROUND INFORMATION

The District owns and operates a Water Resource Recovery Facility (WRRF) that generates approximately 650 wet tons of biosolids each year. These biosolids must be hauled and disposed of at an appropriate facility. Currently the biosolids are transported to Liberty Farms Composting facility, where they are converted to compost for beneficial reuse. The District's previous hauling contract with Central Coast Transit, Inc. (CCT) expires on February 28, 2022.

District staff distributed a Request for Proposals to our current biosolids hauler, CCT, and through our current disposal facility. Our existing hauler, CCT was the only responsive party and furnished a proposal of \$41.34 per wet ton hauled.

Under the previous contract, and based on current fuel prices, the total price for hauling was \$36.25 per wet ton, the proposed price of \$41.35 per wet ton demonstrates a 12.5% increase, which includes the increased cost of fuel, and falls in line with average increases in hauling costs based on the Producer Price Index.

III. COMMENTS AND RECOMMENDATIONS

The proposed agreement provides for the hauling of the biosolids generated by the WRRF from now until February, 2025. The agreement has been reviewed by District's legal counsel.

Staff recommends the Board authorize the attached agreement for Removal, Transportation and Disposal of Biosolids in order to continue to haul the generated biosolids to an appropriate disposal or reuse facility.

IV. REFERENCE MATERIAL

Agreement for the Removal, Transportation and Disposal of Biosolids

**AGREEMENT FOR THE REMOVAL, TRANSPORTATION
AND DISPOSAL OF BIOSOLIDS**

| | | |
|------------|---|----|
| <u>1.</u> | <u>DEFINITIONS</u> | 1 |
| <u>2.</u> | <u>BIOSOLIDS REMOVAL</u> | 2 |
| <u>3.</u> | <u>TRANSPORTATION</u> | 3 |
| <u>4.</u> | <u>COMPOSITION OF BIOSOLIDS</u> | 5 |
| <u>5.</u> | <u>INCLEMENT WEATHER</u> | 5 |
| <u>6.</u> | <u>FEE FOR BIOSOLIDS REMOVAL, TRANSPORTATION AND MANAGEMENT</u> | 6 |
| <u>7.</u> | <u>OWNERSHIP OF BIOSOLIDS</u> | 6 |
| <u>8.</u> | <u>INSURANCE</u> | 6 |
| <u>9.</u> | <u>INDEMNITY</u> | 8 |
| <u>10.</u> | <u>FORCE MAJEURE</u> | 8 |
| <u>11.</u> | <u>TERM OF AGREEMENT</u> | 8 |
| <u>12.</u> | <u>SUSPENSION AND EARLY TERMINATION</u> | 9 |
| <u>13.</u> | <u>ADDITIONAL PROVISIONS</u> | 9 |
| <u>14.</u> | <u>NOTICE</u> | 10 |

AGREEMENT

This Agreement is made and entered into, to be effective this _ day of February, 2022 by and between Goleta Sanitary District, hereinafter referred to as "District", and Finish Line Transport, Inc., a California corporation DBA Central Coast Transport, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, District operates a wastewater treatment facility located in Goleta, California, and produces Biosolids suitable for reuse; and

WHEREAS, Contractor desires to remove, transport and dispose of the Biosolids at the Liberty Farms Composting Facility, hereinafter referred to as "the Site", which is located in Lost Hills, Kern County as more particularly described in Section 1.4 below; and

WHEREAS, District desires to enter into an agreement with Contractor for the removal, transportation, and disposal at the Site, of the Biosolids produced at Goleta Sanitary District Water Resource Recovery Facility (GSDWRRF), as hereafter defined, in accordance with the specific terms and conditions herein set forth; and

NOW THEREFORE, the parties hereto, in consideration of the mutual promises and covenants set forth herein, agree as follows:

1.0 DEFINITIONS

1.1 Biosolids shall mean municipal sewage sludge resulting from the treatment of wastewater at the GSDWRRF, which is digested and dewatered to a minimum of 18% total solids.

1.2 District Engineer shall mean District's General Manager or his authorized representative.

1.3 Permits shall mean all Federal, State and local permits which are required in order that Contractor may perform the duties provided herein, including transportation and disposal of Biosolids at the Site, in accordance with legal requirements.

1.4 Site shall mean the Liberty Farms Composting Facility located at 12421 Holloway Road, Lost Hills, in Kern County, California, and such sites as may be added as hereafter described.

1.5 State Certified Weigh Station shall mean any truck weigh station permitted by the State of California to certify weights for commerce.

1.6 GSDWRRF shall mean the Goleta Sanitary District Water Resource Recovery Facility, located at One William Moffett Place, in Goleta, California 93117.

1.7 Weighmaster's Certificates shall mean certificates obtained in accordance with weighing procedures as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

1.8 Contractor shall mean Central Coast Transport, Inc., a California corporation.

2.0 **BIOSOLIDS REMOVAL**

2.1. Contractor agrees to remove and transport Biosolids from the GSDWRRF and to dispose of the Biosolids at the Site, or at another site as may be agreed to in writing by Contractor and District, subject to the terms of this Agreement. District and Contractor may, by written agreement, make such adjustments in price, as are appropriate, because of the change in location.

2.2 Contractor shall remove approximately 650 wet tons of Biosolids from the GSDWRRF per month between the dates of February 1, 2022 and June 30, 2023. In addition, Contractor shall remove an additional 180 wet tons of Biosolids from the GSDWRRF per month between the dates of February 1, 2022 and June 30, 2022. District may subsequently adjust these quantities dependent on the performance of Contractor and the needs of District. Contractor shall remove Biosolids on a reasonably uniform basis and shall be capable of removing, transporting and disposing at the Site approximately 830 wet tons of Biosolids per month. The daily quantity of Biosolids to be removed will depend on daily production rates at the GSDWRRF Biosolids dewatering facility. The time schedule for removal of Biosolids shall be mutually agreed upon by Contractor and District's Operations Manager for the GSDWRRF.

2.3 Contractor shall demonstrate to District that it is in good standing with the Secretary of State and that it has obtained and kept current all required business authorizations including its license and transportation authority. Contractor shall keep

proper books, records and accounts in which complete and correct entries shall be made of all deliveries of Biosolids. Said books, records and accounts shall, upon written request by the District Engineer, be subject to inspection by any duly authorized representative of District.

3.0 **TRANSPORTATION**

3.1 Contractor shall be responsible for providing well maintained tractors and trailers, qualified drivers, and any other necessary personnel and equipment required for the transportation of the Biosolids from the GSDWRRF to the Site. The carriers employed or contracted by Contractor to transport the Biosolids shall be properly licensed and insured, as hereinafter provided, and otherwise be fully qualified to perform the required services at all times.

3.2 District will be responsible for loading the trailers for pickup by the Contractor. District will assign empty and full trailer parking locations. Contractor is required to perform any tarping and untarping of trailers (not required by District), and to perform any load shifting which may be necessary to comply with on-road axle weight limits.

3.3 The routes to be taken by all trucks from the GSDWRRF to the Site shall be in accordance with all regulations or directives of the U.S. Department of Transportation, the California Highway Patrol and the California Department of Transportation.

3.4 Contractor shall provide to District for approval by the District Engineer prior to commencing operations, an accident and emergency spill plan. The accident and emergency spill plan shall describe notification, clean up, remediation and reporting actions to be taken in the event of an accident and in the event that any leakage or spill of Biosolids occurs during transit. Contractor shall report to District all accidents involving vehicles transporting District's Biosolids as soon as Contractor or its agents have knowledge of the incident, regardless of whether the accident involved any spill of Biosolids from the trailer.

3.5 The GSDWRRF is not equipped with scales. Therefore, certified Weighmaster's Certificates from a State Certified Weigh Station for both the tractor and

trailer tare and gross weights are required to be provided to the District Operations Manager within three days of removing a load from the GSDWRRF. The certified Weighmaster's Certificates showing gross and tare weights shall be used to determine the actual net weight of Biosolids hauled to the Site. Copies of the certified Weighmaster's Certificates shall be included in each billing.

3.6 District shall load Contractor equipment with uniform loads of not less than twenty-two (22) wet tons.

3.7 Contractor shall not store District's Biosolids on the Site for longer than the period of time as set forth in any and all applicable permits and regulations.

3.8 Contractor and Contractors' drivers used to transport the Biosolids shall be familiar with and shall comply with the good management practices as outlined in the Transporter chapter of the CWEA Manual of Good Practice - Agricultural Land Application of Biosolids. Any practices that Contractor determines not to be applicable or reasonable shall be discussed with District prior to the execution of this Agreement for possible amendment of this Agreement.

4.0 **COMPOSITION OF BIOSOLIDS**

District warrants that all Biosolids to be removed by Contractor shall be non-hazardous as defined in Title 22, Division 4.5, Chapter 11, Article 3 of the *California Code of Regulations* and meet Part 503 of Title 40 of the *Code of Federal Regulations* minimum quality standards for Biosolids to be disposed of safely. Any Biosolids released by District to Contractor that may, by and of itself, create a nuisance or cause Contractor to be in violation of its permit requirements may be rejected by Contractor prior to disposal. Contractor shall immediately notify District and cooperate with District in the management of such material. Contractor shall not add to the District's Biosolids that are received by Contractor any hazardous material or any material which creates hazardous by-products or residues as defined under Federal or State laws.

5.0 **INCLEMENT WEATHER**

District recognizes that wet weather facilities may not be available for severe wet weather conditions and may result in a reduction or cessation in the acceptance of

District's Biosolids during severe wet weather periods. Following a reasonable determination by Contractor that such a reduction or cessation is necessary, Contractor shall contact District with: 1) a twelve (12) hour minimum notice of reduction or cessation of operations; 2) a determination of when operations are expected to resume.

6.0 **FEE FOR BIOSOLIDS REMOVAL AND TRANSPORTATION TO SITE**

6.1 The fee for transporting Biosolids from the GSDWRRF to the Site (the "Hauling Fee") shall be \$41.34 per ton, as shown on each Weighmaster's Certificate. The Hauling Fee includes all costs for fuel, labor, support staff, regulatory compliance and disposal fees. The Hauling Fee shall be adjusted on a monthly basis by a surcharge which is calculated based on the change in the monthly fuel price per gallon, as set forth in Exhibit "A" attached hereto and incorporated herein by reference. All Contractor invoices shall be submitted to District on a monthly basis and shall be paid within thirty (30) days of receipt by District.

6.2 If the term is extended beyond the initial term pursuant to Article 11, the Hauling Fee for services may remain the same, subject to the adjustments provided for in Section 6.1, above, or be adjusted upward or downward upon mutual written agreement of Contractor and District. Rate increases after the initial term shall be limited to those documented to be necessary to meet Contractor's increased expenses of fuel, labor, regulatory compliance or disposal. Contractor agrees to provide the District Engineer with written documentation supporting its request for any increase in the per ton cost to District. Any extension and rate increase shall be documented in by written agreement.

6.3 Contractor shall keep proper books, records and accounts in which complete and correct entries shall be made of all deliveries of Biosolids. Said books, records and accounts shall, upon written request by the District Engineer, be subject to inspection by any duly authorized representative of District.

7.0 **OWNERSHIP OF BIOSOLIDS**

All Biosolids removed from GSDWRRF by Contractor shall become the property of Contractor at the time the Biosolids are loaded into Contractor's trucks. All such Biosolids shall be managed in accordance with the provisions of this Agreement.

No other use or disposal of the Biosolids is permitted without written authorization from District.

8.0 **INSURANCE**

8.1 Contractor agrees that it will obtain and keep in force during the term of this Agreement, at its sole expense, comprehensive liability insurance in which District as well as Goleta West Sanitary District, City of Santa Barbara, University of California Santa Barbara and Santa Barbara County (the "Insured Entities") are named as an insured or are named as an additional insured with Contractor, covering all activities undertaken pursuant hereto, including the transportation of Biosolids in any vehicle, including those leased by Contractor, whether liability is attributable to Contractor or the District. The foregoing provision shall also apply to any operation conducted through a contract with others. The policy or policies shall insure the Insured Entities and their respective officers, Directors, employees and agents against all claims arising out of or in connection with such transportation, and all other activities conducted hereunder. The coverage shall provide the following minimum limits, which may be increased as determined by the District Engineer and agreed to by Contractor:

Automobile Liability

| | |
|-----------------|-----------------------------|
| Bodily Injury | \$5,000,000 each person |
| | \$5,000,000 each occurrence |
| Property Damage | \$5,000,000 each occurrence |

General Liability

| | |
|-----------------------|-----------------------------|
| Combined Single Limit | \$5,000,000 each occurrence |
|-----------------------|-----------------------------|

All liability insurance policies shall bear an endorsement or shall have an attached rider whereby it is provided that, in the event of expiration, proposed cancellation or reduction in coverage of such policies for any reason whatsoever, District shall be notified by certified mail, return receipt requested at least ten (10) days before expiration, cancellation or reduction in coverage is effective. Coverage shall be by an insurer which has at least an "A" Policy Holder's Rating, "X" Financial Size and "7" Financial Performance in accordance with the current *Best's Key Rating Guide*.

8.2 Contractor shall provide District with a certificate of insurance and copies of all required policies plus all attached endorsements for the District Engineer's review.

8.3 Contractor shall demonstrate to District that it carries Workers Compensation insurance in accordance with legal requirements.

9.0 **INDEMNITY**

9.1 Contractor agrees to indemnify, defend and hold harmless District, its officers, Directors, agents and employees from and against any and all claims, liabilities, losses, costs, damages, causes of action (whether legal, equitable or administrative), fees of attorneys, and other expenses which District may sustain or incur by reason of operations conducted by Contractor, its employees, subcontractors or agents pursuant to this Agreement whether on District owned land or otherwise.

9.2 District agrees to indemnify and hold harmless Contractor, its officers, agents and employees from and against any and all claims, costs, damages, causes of action (whether legal, equitable or administrative), fees of attorneys and other expenses which the Contractor may sustain or incur by reason of operations conducted by District, its employees, subcontractors or agents pursuant to this Agreement whether on Contractor owned land or otherwise.

10.0 **FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither Contractor nor District shall be held responsible or liable for failure to meet their respective obligations under this Agreement, if such failure shall be due to causes beyond Contractor's or District's control. Such causes include, but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of the Federal government, or any unit of State or local government in either sovereign or contractual capacity, epidemics, freight embargoes or delays in transportation or changes in State, Federal or local law which renders District's Biosolids inappropriate for safe disposal. If such condition exists for thirty (30) days or more, either party may terminate this Agreement by giving notice in writing in accordance with Article 14. Said notice shall be effective 24 hours after receipt.

11.0 **TERM OF AGREEMENT**

This Agreement shall be effective and commence on the date first above written and shall be effective for a period of thirty-six (36) months, and may be extended for a like period or other agreed upon period upon written agreement of Contractor and District.

12.0 **SUSPENSION AND EARLY TERMINATION**

12.1 The District Engineer may suspend Contractor's services hereunder if he determines that Contractor can no longer legally perform the required services, or if conditions exist at the Site which the District Engineer determines to be unacceptable. Operations may resume, following such suspension, only after the District Engineer determines that the required services can legally be performed and any unacceptable conditions have been corrected.

12.2 Either party may terminate this Agreement by giving notice in writing in accordance with Article 14, if either party determines that it can no longer legally perform required services. Said notice shall be effective 24 hours after receipt.

12.3 District may terminate this Agreement by giving one month notice in writing in accordance with Article 14, if it determines that the services of Contractor are no longer required to manage District's Biosolids disposal needs.

13.0 **ADDITIONAL PROVISIONS**

13.1 Entire Agreement. This Agreement represents the entire understanding between District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by Contractor and the District.

13.2 Assignment. Contractor agrees that no sale or assignment of any interest in this Agreement may be made by Contractor without the prior written approval of District. Such approval shall not be unreasonably withheld. Contractor may subcontract

the performance of any of its obligations hereunder, provided that (a) Contractor shall have notified the District Engineer in writing of the identity, address, and management and business experience of any such subcontractor; (b) Contractor shall have imposed on each subcontractor all of the provisions of this Agreement that pertain to such subcontracts, and (c) no such subcontracting shall relieve Contractor of its responsibility for discharging each and all of its obligations hereunder.

13.3 Early Termination. District and Contractor, by mutual written agreement, may terminate this Agreement at any time.

13.4 Litigation Costs. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover all attorneys' fees and court costs, in addition to any other relief granted by the court.

13.5 Governing Law. The provisions of this Agreement shall be interpreted and enforced in accordance with the laws of the State of California.

13.6 Development of Additional Sites. In the event that Contractor obtains the ability to manage Biosolids at another site, Contractor shall first offer to District the opportunity to utilize such added capacity on terms as favorable as those offered to others with the exception of the host community.

14.0 **NOTICE**

Any notice, payment or instrument required or permitted to be given hereunder shall be in writing and shall be deemed received upon signed receipt personal delivery or seventy-two (72) hours after deposit in any United States Post Office, registered or certified mail, postage prepaid and addressed to the party for whom intended, as follows:

TO DISTRICT:

General Manager/District Engineer
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117

TO CONTRACTOR:

Finish Line Transport, Inc.
DBA Central Coast Transport
3137 Strathmore Dr.
Ventura, CA 93003

IN WITNESS WHEREOF, the parties have hereto executed this Agreement effective as of the day and year set forth above.

Finish Line Transport, Inc
dba Central Coast Transport

Goleta Sanitary District

By: _____
John Clift
President

By: _____
Steve Wagner
General Manager

By: _____
Carter Clift
Secretary

EXHIBIT "A"

| MONTHLY FUEL PRICE PER GALLON¹ | SURCHARGE (%) | MONTHLY HAULING FEE PER TON |
|--|----------------------|--|
| \$3.425 - \$3.504 | -7.50% | \$38.24 |
| \$3.505 - \$3.584 | -7.00% | \$38.45 |
| \$3.585 - \$3.664 | -6.50% | \$38.65 |
| \$3.665 - \$3.744 | -6.00% | \$38.86 |
| \$3.745 - \$3.824 | -5.50% | \$39.07 |
| \$3.825 - \$3.904 | -5.00% | \$39.27 |
| \$3.905 - \$3.984 | -4.50% | \$39.48 |
| \$3.985 - \$4.064 | -4.00% | \$39.69 |
| \$4.065 - \$4.144 | -3.50% | \$39.89 |
| \$4.145 - \$4.224 | -3.00% | \$40.10 |
| \$4.225 - \$4.304 | -2.50% | \$40.31 |
| \$4.305 - \$4.384 | -2.00% | \$40.51 |
| \$4.385 - \$4.464 | -1.50% | \$40.72 |
| \$4.465 - \$4.544 | -1.00% | \$40.93 |
| \$4.545 - \$4.619 | -0.50% | \$41.13 |
| \$4.620 - \$4.694 | 0.00% | \$41.34 |
| \$4.695 - \$4.769 | 0.00% | \$41.34 |
| \$4.770 - \$4.844 | 0.50% | \$41.55 |
| \$4.845 - \$4.919 | 1.00% | \$41.75 |
| \$4.920 - \$4.994 | 1.50% | \$41.96 |
| \$4.995 - \$5.069 | 2.00% | \$42.17 |
| \$5.070 - \$5.144 | 2.50% | \$42.37 |
| \$5.145 - \$5.219 | 3.00% | \$42.58 |
| \$5.220 - \$5.294 | 3.50% | \$42.79 |
| \$5.295 - \$5.369 | 4.00% | \$42.99 |
| \$5.370 - \$5.444 | 4.50% | \$43.20 |
| \$5.445 - \$5.519 | 5.00% | \$43.41 |
| \$5.520 - \$5.594 | 5.50% | \$43.61 |
| \$5.595 - \$5.669 | 6.00% | \$43.82 |
| \$5.670 - \$5.744 | 6.50% | \$44.03 |
| \$5.745 - \$5.819 | 7.00% | \$44.23 |
| \$5.820 - \$5.894 | 7.50% | \$44.44 |
| \$5.895 - \$5.969 | 8.00% | \$44.65 |
| \$5.970 - \$6.044 | 8.50% | \$44.85 |
| \$6.045 - \$6.119 | 9.00% | \$45.06 |

1. Fuel prices per gallon will be determined by the DOE Energy Information Administration (EIA) monthly survey of self-serve diesel fuel (California average), which is published each month and will apply to all loads hauled during that month.
https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_dpgal_w.htm
2. When the monthly fuel price per gallon is \$6.119 or higher, the adjustment will be 9.0% plus 0.5% for each \$.075 increase in the monthly fuel price per gallon.
3. When the monthly fuel price per gallon is \$3.425 or lower, the adjustment will be -7.5% minus 0.5% for each \$.075 decrease in the monthly fuel price per gallon.

AGENDA ITEM #3

AGENDA ITEM: 3

MEETING DATE: February 18, 2022

I. NATURE OF ITEM

Consideration of Biosolids Disposal Agreement with Liberty Composting, Inc.

II. BACKGROUND INFORMATION

Liberty Composting, Inc. (Liberty) owns and operates a composting facility in Lost Hills, California. On March 28, 2014 the District entered into a Biosolids Disposal Tip Fee agreement with Liberty to accept Class A and B biosolids from the District's treatment facility. The tip fee agreement set forth the roles and responsibilities of the respective parties and set the tipping fee (the cost to process the biosolids via composting) at \$30 per wet ton of biosolids delivered to their facility. The total monthly amount paid to Liberty was based on the total tonnage of biosolids delivered. The District subsequently entered into a separate biosolids hauling agreement to deliver the biosolids to Liberty.

The 2014 tip fee agreement with Liberty was extended twice for two additional years each time in 2016 and 2018 with no increase to the tip fee. The 2014 agreement expired in February 2020. Since then, Liberty has been accepting and processing the District's biosolids on a month-to-month basis with no change to the tip fee amount.

Staff contacted Liberty and requested a proposal for the processing and disposal of the District's biosolids via a similar agreement to the one executed in 2014. Liberty agreed and proposed to keep the tip fee at \$30/wet ton through the end of February 2024. Staff has prepared a new agreement based on Liberty's proposal and is presenting it herein for Board consideration. The agreement has been reviewed by legal counsel and has been signed by Liberty.

III. COMMENTS AND RECOMMENDATIONS

Staff recommends the Board authorize the General Manager to execute the attached Biosolids Disposal Tip Fee agreement with Liberty for a tip fee of \$30/wet ton through February 2024.

IV. REFERENCE MATERIAL

Biosolids Tip Fee Agreement with Liberty Composting, Inc.

**BIOSOLIDS DISPOSAL
TIP FEE AGREEMENT**

This Tip Fee Agreement (this "Agreement"), entered into on the _____ day of February 2022 by and between the Goleta Sanitary District, a public agency ("Customer"), and Liberty Composting, Inc., a California corporation ("Contractor"), provides as follows:

1. Scope of Work. Contractor shall accept all Class A, B and/or sub-B biosolids provided by Customer and reuse through composting or otherwise dispose of all such biosolids (the "Services").

2. Contractor Representations, Warranties and Requirements. Contractor shall
 - a. meet and remain in compliance at all times during the term of this Agreement with all applicable Federal, State and local laws, permits, and regulations applicable to the Services.
 - b. maintain processing and reuse capacity for Customer's biosolids during the term of this Agreement.
 - c. maintain at all times during the term of this Agreement an accident and emergency spill response plan and provide Customer with a copy upon request.
 - d. maintain complete and accurate records including weight tickets from certified weighmaster scales of biosolids received from Customer and provide Customer with all annual reports sent to the U.S. Environmental Protection Agency and any other reports reasonably requested by Customer relating to the Services.

3. Customer Representations, Warranties and Requirements. Customer shall
 - a. provide Contractor with written and/or verbal notification of the location, quantities, dates and times for the performance of the Services by Contractor.
 - b. provide delivery of the biosolids to Contractor at 12421 Holloway Road, Lost Hills, California 93249, or such other location(s) as Customer and Contractor may agree in writing.
 - c. hereby warrant that all biosolids from Customer delivered to Contractor are non-hazardous as defined by the applicable sections of the California Code of Regulations.

4. Payment for Services. Customer shall pay Contractor a Tip Fee of Thirty Dollars (\$30.00) per wet ton of biosolids from Customer accepted by Contractor (the "Tip Fee"). Customer is responsible for all transportation costs incurred. If the term of this Agreement is extended beyond the initial term of two years, the Tip Fee per wet ton for each succeeding year after the second year shall be subject to increase by the percent increase in the California Consumer Price Index, or as agreed to by the parties in writing. Contractor shall submit to Customer accurate and timely invoices for all biosolids from Customer accepted. Customer shall remit payment to Contractor promptly, no later than thirty (30) days from invoice date. Customer shall pay finance charges on invoices not paid within thirty (30) days from invoice date at the rate of 1.5 percent per month until paid.

5. Insurance. Contractor shall maintain at all times the following minimum insurance coverage:

| | | |
|---------------------------------|----------------|-------------|
| Comprehensive General Liability | per occurrence | \$1,000,000 |
| | aggregate | \$2,000,000 |
| Commercial Auto & Truck | | \$1,000,000 |

Worker's Compensation
Umbrella Liability

\$ 500,000
\$4,000,000

Contractor's Comprehensive General Liability policy, Commercial Auto & Truck policy, and Umbrella Liability policy shall name Customer and its officers, directors, agents and employees as additional insureds. Prior to commencing the Services, Contractor shall furnish Customer with certificates of insurance evidencing the coverage required above. Such certificates shall provide that the insurance carrier will give Customer at least thirty (30) days' prior notice of cancellation or amendment of coverage (ten (10) days for nonpayment of premium). Contractor shall provide Customer with new certificates of insurance evidencing the renewal of coverage prior to the expiration of any policy required hereunder.

Customer's hauler shall provide Contractor with a certificate of insurance indicating Customer's hauler's insurance coverage approximately in the amounts shown above and shall name Contractor and upon request any applicable related parties of Contractor as additional insured.

6. Mutual Indemnification. Contractor indemnifies Customer, its officers, directors, agents, and employees from and against any and all claims, liability, loss, damages, costs, attorneys' fees or other expenses arising in connection with Contractor's or Contractor's subcontractors' performance of the Services. Customer indemnifies Contractor, its officers, directors, agents, and employees from and against any and all claims, liability, loss, damages, costs, attorneys' fees or other expenses arising from Customer's actions during the term of this Agreement.
7. Term and Termination. This Agreement shall be effective for an initial period of two years and may be extended in additional one-year increments subject to any applicable change in pricing as provided in section 4 hereof. Any such extensions must be in writing and signed by both parties. Notwithstanding the term set forth above, either party may terminate this Agreement by giving the other party thirty (30) days written notice.
8. Miscellaneous.
 - a. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and unenforceable to the fullest extent permitted by law.
 - b. Waivers. No waiver of any breach of any provision herein and no delay in enforcing performance of any obligation hereunder shall be deemed a waiver of any preceding or succeeding breach, or of any other provision herein, and no such waiver or delay shall impair any right, power or remedy relating to the breach. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
 - c. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the parties hereto.

- d. Professional Fees. In the event of any action or suit arising in connection with the enforcement or interpretation of any of the covenants or provisions of this Agreement, the prevailing party shall be entitled to recover all costs and expenses of the action or suit, including actual attorneys' fees, accounting fees and any other professional fees incurred in connection therewith.
- e. Entire Agreement/Amendments. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the party to be charged. The parties do not intend to confer any benefit hereunder on any person, organization or entity other than the parties hereto. All exhibits attached to this Agreement are incorporated herein by reference.
- f. Construction. Headings at the beginning of each section, subsection, paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to sections, subsections, paragraphs and subparagraphs are to this Agreement.
- g. Governing Law. The parties agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Santa Barbara, State of California, United States of America.
- h. Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of this Agreement are provided by one party to the other(s) by facsimile or email transmission, the original copies shall for all purposes be treated as originals.
- i. Further Assurances. The parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.
- j. Notices. Any notices permitted or required hereunder shall be in writing and shall be (a) given by personal delivery, (b) mailed by certified or registered mail, postage prepaid, return receipt requested, (c) sent by reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne), or (d) sent by facsimile or email transmission using the contact information set forth below. Either party may change its contact information for notice purposes by giving notice of such change in the manner set forth above.
- k. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

In witness whereof, the parties hereto have executed this Agreement the day and year written below.

Customer
Goleta Sanitary District
One William Moffett Place
Goleta, CA 93117
Email: swagner@goletasanitary.org

Contractor
Liberty Composting, Inc.
P.O Box 5
Lost Hills, CA 93249
Email: patrickmccarthy@mccarthyfarms.com

By: _____
Steve Wagner, PE,
General Manager/District Engineer

By: _____
Robert Patrick McCarthy,
Chief Financial Officer

Dated: _____

Dated: 02/11/2022

AGENDA ITEM #4

AGENDA ITEM: 4

MEETING DATE: February 18, 2022

I. NATURE OF ITEM

Review and Consideration of Board Self-Assessment Workshop

II. BACKGROUND INFORMATION

The District continues to pursue excellence in governance through a variety of ways. One such effort that is included in the District's Strategic and Action Plan are periodic self-assessments by the Governing Board. The last time the Board conducted a self-assessment workshop was in March 2018. Brent Ives of BHI Management Consulting was hired to facilitate the workshop and presented the results of a pre-workshop survey of current issues to help focus the discussion.

The District's 2020 Strategic Plan includes the completion of Board self-assessment every 3 years: one in 2021 and one in 2024. However, given the COVID-19 pandemic, the Board self-assessment in 2021 was postponed. Now that the latest wave of infections is starting to drop off, there may be an opportunity to conduct a Board self-assessment in June or July, 2022.

The last time this issue was brought to the Board for consideration, staff reached out to Brent Ives for a proposal as he facilitated the first workshop. A copy of the prior proposal is attached to this report and presented herein for Board consideration. Brent has confirmed the prior proposal is valid but there would be additional fees for in-person training.

III. COMMENTS AND DISCUSSION

The attached proposal is to facilitate a self-assessment of the Governing Board in a similar manner to the 2018 workshop. While it states the meetings would be via Zoom, Brent anticipates that the Board may desire to meet in person. Regardless, a survey would be prepared and distributed to the Board members and executive staff to help identify key issues to be discussed further at the workshop. A presentation and follow up action summary will be prepared, similar to the one prepared in 2018.

The total cost of the proposed self-assessment workshop is \$8,500 (not including fees for in person training). Funds for this effort are included the FY 2021-22 Budget.

Should the Board elect to move forward with a self-assessment workshop, staff would prepare a professional services agreement with BHI Management

Consulting in the form of an addendum to proposal and confirm a date for the workshop.

IV. REFERENCE MATERIAL

BHI Management Consulting 2021 Board Self-assessment Workshop Proposal

BHI MANAGEMENT CONSULTING

"Organizational Efficiency for Public Agencies"

Mr. Steve Wagner, General Manager
Goleta Sanitary District

January 07, 2021

Subject: Conducting a Board-Self Evaluation process

Hello Steve,

As requested, this proposal outlines the value of and steps needed to conduct a full and comprehensive Board self-evaluation with a follow-on Board workshop to review, discuss and learn from the results. Brent Ives will act as your primary consultant with Mr. David Aranda assisting our assessment of the survey results.

The steps required are as follows:

1. BHI will request by email for each Board member to consider the key areas of assessment the current instrument examines. This allows for the Board, and staff if desired, to adjust the baseline instrument self-assessment survey.
2. BHI shall electronically send invitations to the Board members to participate the resultant on-line survey. This survey currently assessing 10 key areas of Board performance. The survey usually takes only 20-30 minutes to complete and file directly back to my firm.
3. BHI then collates the results and identifies those areas where the Board is performing at a high level, and areas that can use some support and work. Upon direction of the District, the survey can also be circulated to the General Manager and selected staff/Counsel to provide perspective on Board performance. Should alternative perspectives be sought by staff or others, this too will be analyzed and compared. BHI will report on the results of the survey to share at an upcoming Board workshop.
4. BHI (Brent Ives) will facilitate the virtual public workshop and present the results to the Board. The workshop will accentuate those areas where the Board is performing well, and also provide discussion and assistance in areas where the Board identifies needed work.

The deliverable at the end of this project is a full knowledge of Board self- assessed performance against 10 or more performance areas, and a plan to strengthen those areas that are so indicated. The workshop takes place at the District virtually via Zoom or other like online video system of the District's choosing. The workshop is anticipated to take between 2-3 hours.

It should be noted that this process is a best practice for elected Boards and is currently being implemented with other agencies across the state. The process particularly well suited for Boards in transition, those with new or newer Board members, or those Boards anticipating change in the foreseeable future.

The flat, fixed-price cost of this process is \$8500.00, including all expenses. Please recall that this is the same amount charged for this process in 2018. I certainly hope that the 2018 Board utilized the results as appropriate. Note that the results of the 2018 process are included in separate files with this proposal.

The process can begin upon notice to proceed. The earliest date for scheduling the workshop at this date would be early to late February 2021. The process can begin with a Purchase Order or other type notice to proceed, including your signature below. Please let me know if you need any more information on this process or this proposal. While I know it would be helpful that a list of other agencies using this process be included, most do not desire that I share that information with others. Thank you and best regards.

Sincerely,

Steve Wagner, General Manager Date
Goleta Sanitary District

Brent H. Ives, Principal Date
BHI Management Consulting

GENERAL MANAGER'S REPORT

GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT

The following summary report describes the District's activities from February 8, 2022 through February 18, 2022. 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 continues routine lines cleaning in the area of Turnpike Road and Hollister Avenue.

CCTV INSPECTION

Staff continues routine Closed-Circuit Television (CCTV) inspections in the same area as the routine lines cleaning operations.

GREASE AND OIL INSPECTIONS

Staff continues with the annual Grease and Oil inspections.

REPAIR AND MAINTENANCE

Staff attended a Zoom meeting hosted by the City of Goleta on the Hollister Avenue bridge replacement at San Jose Creek slated to begin the summer of 2022. Tierra Contracting will be replacing 14 manhole frame and covers on Calle Real near El Sueno Road.

GOLETA SANITARY DISTRICT FY 2021-22 PILOT PROJECTS

Staff is working with various contractors on the scheduling of the epoxy fiberglass manhole liner, the installation of an epoxy-composite manhole and the cured-in-place pipe (CIPP) lateral connection repairs.

2021 CCTVI PROJECT REVIEW & ASSET MANAGEMENT PROGRAM UPDATE

Staff has been meeting with Hazen & Sawyer to review the recommendations of the proposed Asset Management Program (AMP) updates.

CWEA COLLECTION SYSTEM OF THE YEAR AWARD

District staff hosted an informative presentation for the State CWEA team on Tuesday February 8, 2021. The award will be announced at the CWEA Annual Conference at Sacramento on April 14, 2022.

2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT

Plant flows have increased to an average of 4.7 million gallons per day (MGD) with UCSB returning to full in-person instruction, bringing plant flows back to near pre-pandemic levels. The demand for reclaimed water has begun to increase due to warmer temperatures. Flow concentrations and loadings during the weekends continue to cause intermittent challenges and various levels of plant interference. The Reclamation Disinfection Study by Hazen and Sawyer (Hazen) has completed the initial data collection and analysis. Conclusions to date demonstrate that there is a strong correlation between high total coliform values and surfactant concentrations. The next steps involve designing

bench testing protocols for evaluating some of the proposed short-term solutions such as: peracetic/performic acid augmentation and enhanced coagulation/flocculation. Medium- and long-term solutions such as micro/nano-filtration and ultraviolet disinfection prior to chlorination will be evaluated at a feasibility level for cost and constructability.

Biofilter #2 has been modified to run as a mixed reactor, having both an aerobic (with oxygen) process and a submerged anaerobic (without oxygen) process. This modification will reduce the biological loading on the activated sludge process and hopefully will reduce the inhibitory impact of cleaning chemicals entering the plant. Currently, we are seeing nitrogen removal across the biofilter of about 60% which corresponds to about 12.5% of the total treatment plant's nitrogen removal. This reduction of nutrient loading on the downstream processes has already provided a new level of overall process stability.

Centrifuge and dredging operations continue in lagoon #2. The District has received informal bids for biosolids hauling. Recently there have been issues with consistent hauling schedules primarily due to commercial driver shortages. Staff is monitoring this issue and will update the Board as needed.

The Lystek Thickened Waste Activated Sludge (TWAS) pre-treatment pilot project has been configured and tested. New larger hoses have been installed. We have successfully run the reactor at double the solids concentration from our initial testing. We have verified that our propane use has dropped proportionately. There are still some minor issues with instrumentation, we are moving a level pressure transducer from another location on the project to provide a redundant level measurement on the reactor. We believe this change will allow us to run the reactor without interruption due to artifact level data. When the reactor is running consistently, we are seeing a significant increase in biogas production. We hypothesize that the thermal alkaline hydrolysis process may be destroying inhibitory chemicals that have adsorbed onto the sludge. We will be testing this hypothesis by sampling for these chemicals before and after the reactor once a steady state during the demonstration period has been reached. Once the demonstration period is completed, a summary report of the results and proforma analysis will be prepared and brought to the Board.

The Influent Pump Station Rehabilitation project has begun with the submittal and procurement process for the long lead-time items. Construction of the project may not start for another 6-9 months depending on the completion of the procurement process.

A workshop on the environmental document for Biosolids and Energy Strategic Plan (BESP) phase 1 is scheduled for later this month. This project is scheduled to begin construction by the end of the calendar year and be completed by the end of 2023.

A kickoff meeting on the BESP phases 2 & 3 preliminary engineering design was held on February 15, 2022. This project will provide a 30% design package for a centrifuge, thermal dryer, and a fats, oil and grease (FOG) receiving facility. This level of design is necessary to understand the cost and funding implications of the project.

INDUSTRIAL WASTE SOURCE CONTROL PROGRAM

As required by the District's NPDES Permit #CA 0048160, the Goleta Sanitary District's and Goleta West Sanitary District's Annual Pretreatment Program Reports were uploaded to California Integrated Water Quality System (CWIQS) and emailed to the Environmental Protection Agency (EPA) Region 9 and State Water Resources Control Board (SWRCB) on February 16, 2022.

3. GENERAL AND ADMINISTRATIVE ITEMS

Financial Report

The District account balances as of February 18, 2022 shown below are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

| | |
|------------------------------|---------------|
| Operating Checking Accounts: | \$ 488,520 |
| Investment Accounts: | \$ 32,786,665 |
| Total District Funds: | \$ 33,275,185 |

The following transactions are reported herein for the period 02/08/22 – 02/18/22

| | |
|---|------------|
| Regular, Overtime, Cash-outs and Net Payroll: | \$ 117,899 |
| Claims: | \$ 267,062 |
| Total Expenditures: | \$ 384,961 |
| Total Deposits: | \$ 21,707 |

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 – January, 2022

PMIA Effective Yield – January, 2022

Community West Bank (CWB)

CWB Money Market Account – Previously submitted.

Deferred Compensation Accounts

CalPERS 457 Deferred Compensation Plan – January, 2022

Lincoln 457 Deferred Compensation Plan – Previously submitted.

Personnel Update

A verbal update will be provided at the meeting.

COVID-19 Response Plan Update

A verbal update will be provided at the meeting.



PMIA/LAIF Performance Report as of 02/10/22



PMIA Average Monthly Effective Yields⁽¹⁾

| | |
|-----|-------|
| Jan | 0.234 |
| Dec | 0.212 |
| Nov | 0.203 |

Quarterly Performance Quarter Ended 12/31/21

| | |
|--|---------------------|
| LAIF Apportionment Rate ⁽²⁾ : | 0.23 |
| LAIF Earnings Ratio ⁽²⁾ : | 0.00000625812849570 |
| LAIF Fair Value Factor ⁽¹⁾ : | 0.997439120 |
| PMIA Daily ⁽¹⁾ : | 0.22% |
| PMIA Quarter to Date ⁽¹⁾ : | 0.21% |
| PMIA Average Life ⁽¹⁾ : | 340 |

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 01/31/22 \$202.8 billion

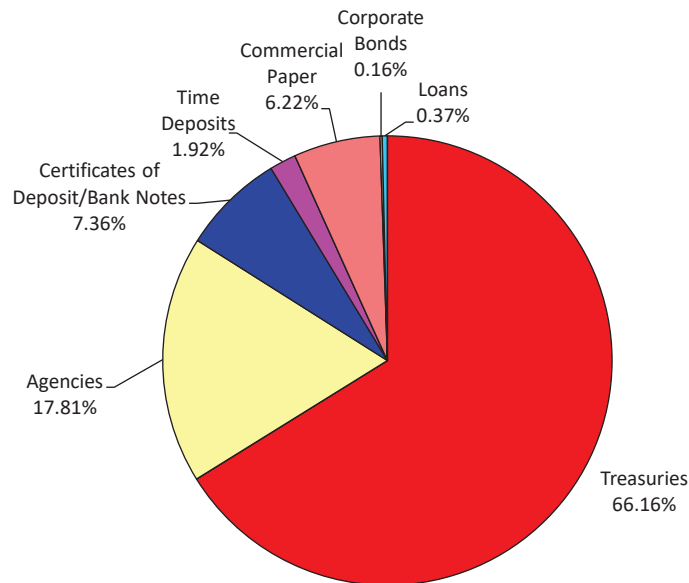


Chart does not include \$6,159,000.00 in mortgages, which equates to 0.003%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

CalPERS 457 Plan

January 31, 2022

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to <https://calpers.voya.com>.

A free paper copy of the information available on the website can be obtained by contacting:

Voya Financial
Attn: CalPERS 457 Plan
P.O. Box 389
Hartford, CT 06141
(800) 260-0659

Document Summary

This document has two parts. Part I consists of performance information for the plan investment options. This part shows you how well the investments have performed in the past. Part I also shows the total annual operating expenses of each investment option.

Part II provides additional information concerning Plan administrative fees that may be charged to your individual account.

CalPERS 457 PLAN

Part I. Performance Information For Periods Ended January 31, 2022

<https://calpers.voya.com>

Table 1 focuses on the performance of investment options that do not have a fixed or stated rate of return. Table 1 shows how these options have performed over time and allows you to compare them with an appropriate benchmark for the same time periods¹. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an investment option's principal risks is available on the website listed above.

Table 1 also shows the Total Annual Operating Expenses of each investment option. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option². The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the U.S. Department of Labor's website for an example showing the long-term fees and expenses at <http://www.dol.gov/ebsa>. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

Table 1 - Variable Net Return Investments

| Name of Fund / Name of Benchmark | Performance | | Annualized Performance | | | | Total Annual Operating Expenses ³ | |
|--|-------------|--------|------------------------|----------|-----------------|----------------|--|------------|
| | 3 Month | 1 Year | 5 Years | 10 Years | Since Inception | Inception Date | As a % | Per \$1000 |
| Equity Funds | | | | | | | | |
| State Street Russell All Cap Index Fund - Class I | -3.68 | 18.66 | 15.71 | - | 13.74 | 10/07/13 | 0.31% | \$3.10 |
| <i>Russell 3000 Index</i> | -3.67 | 18.80 | 16.11 | - | 14.11 | | | |
| State Street Global All Cap Equity ex-US Index Fund - Class I | -3.82 | 4.92 | 8.21 | - | 5.17 | 10/07/13 | 0.32% | \$3.20 |
| <i>MSCI ACWI ex-USA IMI Index (net)</i> | -4.64 | 3.95 | 8.16 | - | 5.26 | | | |
| Fixed Income | | | | | | | | |
| State Street US ShortTerm Gov't/Credit Bond Index Fund - Class I | -1.04 | -1.56 | 1.25 | - | 0.90 | 10/07/13 | 0.32% | \$3.20 |
| <i>Bloomberg US 1-3 yr Gov't/Credit Bond Index</i> | -0.95 | -1.22 | 1.67 | - | 1.37 | | | |
| State Street US Bond Fund Index - Class I | -2.18 | -3.28 | 2.76 | - | 2.65 | 10/07/13 | 0.31% | \$3.10 |
| <i>Bloomberg US Aggregate Bond Index</i> | -2.12 | -2.97 | 3.08 | - | 2.96 | | | |
| Real Assets | | | | | | | | |
| State Street Real Asset Fund - Class A | 3.08 | 22.58 | 7.16 | - | 3.98 | 10/08/13 | 0.44% | \$4.40 |
| <i>State Street Custom Benchmark⁴</i> | 3.07 | 22.80 | 7.45 | - | 4.34 | | | |
| Cash (Cash Equivalents) | | | | | | | | |
| State Street STIF | -0.05 | -0.19 | 0.92 | - | 0.61 | 09/02/14 | 0.33% | \$3.30 |
| <i>BofA ML 3-month US T-Bill</i> | 0.01 | 0.04 | 1.13 | - | 0.82 | | | |
| Target Retirement Date Funds⁵ | | | | | | | | |
| CalPERS Target Income Fund | -2.25 | 2.78 | 5.66 | 4.50 | 5.61 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP Income Policy Benchmark⁶</i> | -2.31 | 2.89 | 5.84 | 4.72 | 6.11 | | | |
| CalPERS Target Retirement 2015 | -2.25 | 3.01 | 5.71 | 5.05 | 6.64 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP 2015 Policy Benchmark⁶</i> | -2.31 | 3.13 | 5.90 | 5.36 | 7.16 | | | |
| CalPERS Target Retirement 2020 | -2.45 | 4.92 | 6.62 | 5.82 | 7.40 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP 2020 Policy Benchmark⁶</i> | -2.56 | 4.95 | 6.79 | 6.11 | 7.89 | | | |
| CalPERS Target Retirement 2025 | -2.72 | 6.71 | 7.86 | 6.82 | 8.30 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP 2025 Policy Benchmark⁶</i> | -2.88 | 6.67 | 8.00 | 7.13 | 8.77 | | | |
| CalPERS Target Retirement 2030 | -2.92 | 8.64 | 8.76 | 7.64 | 9.18 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP 2030 Policy Benchmark⁶</i> | -3.13 | 8.51 | 8.97 | 8.00 | 9.65 | | | |
| CalPERS Target Retirement 2035 | -3.20 | 10.49 | 9.79 | 8.46 | 9.95 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP 2035 Policy Benchmark⁶</i> | -3.47 | 10.27 | 9.97 | 8.82 | 10.46 | | | |
| CalPERS Target Retirement 2040 | -3.41 | 12.11 | 10.77 | 9.15 | 10.51 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP 2040 Policy Benchmark⁶</i> | -3.72 | 11.80 | 10.95 | 9.52 | 10.99 | | | |
| CalPERS Target Retirement 2045 | -3.41 | 12.11 | 11.19 | 9.44 | 10.70 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP 2045 Policy Benchmark⁶</i> | -3.72 | 11.80 | 11.37 | 9.81 | 11.22 | | | |
| CalPERS Target Retirement 2050 | -3.41 | 12.11 | 11.19 | 9.44 | 10.77 | 12/01/08 | 0.32% | \$3.20 |
| <i>SIP 2050 Policy Benchmark⁶</i> | -3.72 | 11.80 | 11.37 | 9.81 | 11.22 | | | |
| CalPERS Target Retirement 2055 | -3.41 | 12.11 | 11.19 | - | 8.45 | 10/07/13 | 0.32% | \$3.20 |
| <i>SIP 2055 Policy Benchmark⁶</i> | -3.72 | 11.80 | 11.37 | - | 8.74 | | | |
| CalPERS Target Retirement 2060 | -3.41 | 12.11 | - | - | 13.91 | 11/01/18 | 0.32% | \$3.20 |
| <i>SIP 2060 Policy Benchmark⁶</i> | -3.72 | 11.80 | - | - | 14.05 | | | |
| Broad-Based Benchmarks⁷ | | | | | | | | |
| <i>Russell 3000 Index</i> | -3.67 | 18.80 | 16.11 | 15.03 | - | - | - | - |
| <i>MSCI ACWI ex-USA IMI Index (net)</i> | -4.64 | 3.95 | 8.16 | 6.40 | - | - | - | - |
| <i>Bloomberg US Aggregate Bond Index</i> | -2.12 | -2.97 | 3.08 | 2.59 | - | - | - | - |

Part II. Explanation of CalPERS 457 Plan Expenses January 31, 2022

<https://calpers.voya.com>

Table 2 provides information concerning Plan administrative fees and expenses that may be charged to your individual account if you take advantage of certain features of the Plan. In addition to the fees and expenses described in Table 2 below, some of the Plan's administrative expenses are paid from the Total Annual Operating Expenses of the Plan's investment options.

| Table 2 - Fees and Expenses | | | | |
|--|----------------------------------|---|-----------------------------|---|
| Individual Expenses ⁸ | | | | |
| Service | Fee Amount | Frequency | Who do you pay this fee to? | Description |
| Loan Origination Fee | \$50 | Per loan application | Voya | The charge covers the processing of your loan and applies each time you request a loan from your retirement account. This fee is deducted from your Plan account. |
| Maintenance Fee (For loans taken on or after April 1, 2020) | \$35 (\$8.75 assessed quarterly) | Annual | Voya | The charge covers the maintenance costs of your loan and applies on a quarterly basis. This fee is deducted from your Plan account. |
| Self-Managed Account (SMA) Maintenance Fee | \$50 | Annual fee deducted monthly on a pro-rata basis | Voya | Schwab Personal Choice Retirement Account is available to you if your Employer has elected it as an option. This fee is deducted pro rata on a monthly basis from your core fund investments ⁹ in your CalPERS 457 account. For more information about SMAs, including a complete list of fees charged by Schwab for different types of investment transactions, please contact Schwab at (888) 393-PCRA (7272). Fees may also be incurred as a result of actual brokerage account trades. Before purchasing or selling any investment through the SMA, you should contact Schwab at (888) 393-PCRA (7272) to inquire about any fees, including any undisclosed fees, associated with the purchase or sale of such investment. |
| Self-Managed Account (SMA) Plan Administrative Fee | 0.29% (\$2.90 per \$1,000) | Annual fee deducted monthly on a pro-rata basis | Voya | The SMA Plan Administrative fee pays for recordkeeping costs for assets in your SMA account. This fee is deducted pro rata on a monthly basis from your core fund investments in your CalPERS 457 account. The SMA Plan Administrative Fee is subject to change based on total Plan assets. |

Footnotes for Table 1 and Table 2:

¹ Fund returns shown are net of investment management and administrative expenses and fees unless otherwise noted. Benchmark performance returns do not reflect any management fees, transaction costs or expenses. Benchmarks are unmanaged. You cannot invest directly in a benchmark.

² Historical annual operating expenses are not available. Reported annual operating expenses are estimated based on SSGA investment management, Voya recordkeeping, and SSGA capped operating expenses.

³ Total annual operating expenses are comprised of investment management and administrative expenses and fees incurred by the funds.

⁴ State Street Real Asset Fund has a custom benchmark comprised of 25% Bloomberg Roll Select Commodity Index, 25% S&P® Global Large MidCap Commodity and Resources Index, 10% Dow Jones US Select REIT Index, 20% Bloomberg US Government Inflation-Linked 1-10 Year Bond Index, and 20% S&P Global Infrastructure Index.

⁵ If the ending market value (EMV) falls to zero in any one month, the inception date resets to the next month with an EMV. Performance is then calculated from the new inception date.

⁶ The benchmark for each Target Retirement Date Fund is a composite of asset class benchmarks that are weighted according to each Fund's policy target weights. The asset class benchmarks are Russell 3000 Index, MSCI ACWI ex-USA IMI Index (net), Bloomberg US Aggregate Bond Index, the SSGA customized benchmark for Real Assets (see footnote 4), and BofA ML 3-month US T-Bill.

⁷ Broad-based benchmarks grouped here provide comparative performance standards for domestic equity, international equity and fixed income.

⁸ The CalPERS Board of Administration periodically reviews the plan administrative fees and adjusts fees to reflect expenses incurred by the Plan. Participant fees are charged to reimburse CalPERS for actual administrative fees of the Plan.

⁹ Core fund investments are listed in Table 1 above the Target Retirement Date funds. Core funds include: State Street Russell All Cap Index Fund (Class I), State Street Global All Cap Equity ex-US Index Fund (Class I), State Street US Short Term Government/Credit Bond Index Fund (Class I), State Street US Bond Fund Index (Class I), State Street Real Asset Fund (Class A), and State Street Short Term Investment Fund ("STIF").

**DISTRICT
CORRESPONDENCE**
Board Meeting of February 18, 2022



Date: **Correspondence Sent To:**

1. 01/07/2022 California Regional Water Quality Control Board
Central Coast Region
Subject: Monthly Monitoring and Reporting Review for January 2022
Reclamation Facility

2. 01/31/2022 Karlos Gonzales
Edgar Hernandez
Mariscos Titas
Subject: GSD FOG Program – Restaurant & Food Services
Questionnaire Required

3. 02/11/2022 Tedd White
Neal Feay Company
Subject: Notice of Violation Permit # A-403 – Failure to Submit 4th
Quarter SMR Notice of Warning – Unpaid Compliance Monitoring Invoice

4. 02/11/2022 Niel Mazzolini
Electromatic, Inc.
Subject: Notice of Violation, Industrial Wastewater Discharge
Permit # A-414

5. 02/14/2022 David Meissner
Subject: Sewer Service Availability
Proposed Sewer Service Connection for One Existing Single Family
Residence
A.P.N. 061-210-004 at 399 Arboleda Road, Santa Barbara, CA

6. 02/15/2022 Santa Barbara County APCD
Attn: Annual Reports
Subject: Goleta Sanitary District 2021 Annual Report

7. 02/16/2022 U.S. EPA, Region 9
Pretreatment Program
Clean Water Act Compliance Office (WTR-7)
Subject: Goleta Sanitary District 2021 Annual Pretreatment Report for
Monitoring and Reporting Program No. R3-2017-0021, NPDES Permit
#CA0048160

DISTRICT CORRESPONDENCE

Board Meeting of February 18, 2022

Page 2

8. 02/16/2022 Nicholas Bruce
University of California, Santa Barbara
EH&S Building 565 Mesa Road
Subject: Notice of Violation, Industrial Wastewater Discharge
Permit # A-413

Date: **Correspondence Received From:**

1. 02/12/2022 LAFCO
Mike Prater
Executive Officer
Subject: 19-08 – Annexation No. 379 to the Goleta Sanitary District
(1075 San Antonio Creek – Brown) – Final Notice
2. 02/12/2022 LAFCO
Mike Prater
Executive Officer
Subject: 21-01 – Annexation No. 381 to the Goleta Sanitary District
(1045 La Vista – Kurth) – Final Notice
3. 02/12/2022 LAFCO
Mike Prater
Executive Officer
Subject: 21-03 – Annexation No. 382 to the Goleta Sanitary District
(1020 La Vista – Ochoa) – Final Notice
4. 02/12/2022 LAFCO
Mike Prater
Executive Officer
Subject: 21-04 – Annexation No. 383 to the Goleta Sanitary District
(5965 & 5970 La Goleta) – Final Notice
5. 02/17/2022 Special District Leadership Foundation (SDLF)
Sandy Seifert Raffelson
SDLF Board President
Subject: District of Distinction – Platinum
District of Distinction Accreditation

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