

AGENDA

REMOTE MEETING NOTICE

This meeting will be accessible by remote video conferencing. Please be advised that while the District will endeavor to ensure these remote participation methods are available, the District does not guarantee that they will be technically feasible or work all the time. Further, the District reserves the right to terminate these remote participation methods (Subject to Brown Act Restrictions) at any time and for whatever reason. The public may observe and 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 DURING PUBLIC COMMENT USING ZOOM

- The Board President will announce when it is time for Public Comment.
- Click on the Raise Hand icon if you would like to speak during Public Comment.
- 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.
- You will have three (3) minutes to speak. When your time is up, you will be muted.

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.
- You will have three (3) minutes to speak. 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/85319218825?pwd=4pZnDZjZKwUxSapTZn6UVS7P86cTWD.1>

Meeting ID: 853 1921 8825

Passcode: 216839

Please attend in Person or by submitting your comment via Email to:
RMangus@GoletaSanitary.Org

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

September 5, 2024

CALL TO ORDER: 3:00 p.m.

ROLL CALL OF MEMBERS

BOARD MEMBERS: Edward Fuller
Jerry D. Smith
Steven T. Majoewsky
Dean Nevins

CONSIDERATION OF THE MINUTES OF THE BOARD MEETING

The Board will consider approval of the Minutes of the Regular Meeting of August 19, 2024.

PUBLIC COMMENTS - Members of the public may address the Board on items within the jurisdiction of the Board. Under provisions of the Brown Act, the Board is prohibited from taking action on items not listed on the agenda. Please limit your remarks to three (3) minutes and if you wish, state your name and address for the record.

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. CONSIDERATION OF NEAR-TERM BOARD MEMBER APPOINTMENT FOR VOTING DIVISION #5
(Board may take action on this item.)
2. CONSIDERATION AND ACTION REGARDING ATTENDANCE AT MEETINGS OF OUTSIDE AGENCIES BY GOVERNING BOARD MEMBERS
(Board may take action on this item.)
3. CONSIDERATION OF DRAFT PROFESSIONAL SERVICES AGREEMENT WITH ROJAS PUBLIC AFFAIRS FOR LEGISLATIVE ADVOCACY SERVICES
(Board may take action on this item.)

4. GENERAL MANAGER'S REPORT
5. LEGAL COUNSEL'S REPORT
6. COMMITTEE/DIRECTOR'S REPORTS AND APPROVAL/RATIFICATION OF DIRECTOR'S ACTIVITIES
7. PRESIDENT'S REPORT
8. ITEMS FOR FUTURE MEETINGS
9. CORRESPONDENCE
(The Board will consider correspondence received by and sent by the District since the last Board Meeting.)

ADJOURNMENT

Persons with a disability who require any disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the meeting are asked to contact the District's Finance & H.R. Manager at least 3 hours prior to the meeting by telephone at (805) 967-4519 or by email at info@goletasanitary.org.

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

August 19, 2024

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

BOARD MEMBERS PRESENT: Edward Fuller, Jerry Smith, Steven T. Majoewsky, Dean Nevins

BOARD MEMBERS ABSENT: None

STAFF MEMBERS PRESENT: Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance Director/Board Secretary, and Ryan Guiboa, General Counsel (via Zoom)

OTHERS PRESENT: Craig Geyer, Director, Goleta West Sanitary District (via Zoom)
Jon Frye (via zoom)

APPROVAL OF MINUTES: Director Nevins made a motion, seconded by Director Smith, to approve the minutes of the Regular Board meeting of 08/05/2024. The motion carried by the following vote:

(24/08/2246)

AYES:	4	Fuller, Smith, Majoewsky, Nevins
NOES:		None
ABSENT:		None
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. **UPDATE ON 2024 ELECTION PROCESS AND SCHEDULE**
Mr. Wagner gave the staff report.

Director Nevins made a motion, seconded by Director Majoewsky to direct staff to advertise the Board vacancy and move forward with the Board member appointment process to fill the current vacant position.

The motion carried by the following vote:

(24/08/2247)

AYES:	4	Fuller, Smith, Majoewsky, Nevins
NOES:		None
ABSENT:		None
ABSTAIN:		None

2. UPDATE ON CURRENT PROJECT GRANT FUNDING

Mr. Wagner gave the staff report on this presentation item. No Board action was taken.

3. CONSIDERATION OF LEGISLATIVE ADVOCACY SERVICES CONTRACT

Mr. Wagner began the staff report and introduced Jayson Braude, Partner/Chief Counsel, Rojas Public Affairs (via zoom) and Jasmid Enciso, Project Manager, Rojas Public Affairs (via zoom), both of whom addressed the Board.

Director Smith made a motion, seconded by Director Nevins to direct staff to return with a contract with Rojas Public Affairs for consideration.

The motion carried by the following vote:

(24/08/2248)

AYES:	4	Fuller, Smith, Majoewsky, Nevins
NOES:		None
ABSENT:		None
ABSTAIN:		None

4. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

5. LEGAL COUNSEL'S REPORT

Mr. Guiboa – No report.

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

Director Smith – No report.

Director Nevins – No report.

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

7. PRESIDENT'S REPORT

President Fuller – No report.

8. ITEMS FOR FUTURE MEETINGS

No Board action was taken to return with an item.

9. CORRESPONDENCE

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

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

Director Majoewsky made a motion, seconded by Director Smith, to ratify and approve the claims, for the period 08/06/2024 to 08/19/2024 as follows:

Running Expense Fund #4640	\$	624,536.93
Capital Reserve Fund #4650	\$	986,886.78
Depreciation Replacement Reserve Fund #4655	\$	444,824.09
Retiree Health Insurance Sinking Fund #4660	\$	14,338.19

The motion carried by the following vote:

(24/08/2249)

AYES:	4	Fuller, Smith, Majoewsky, Nevins
NOES:		None
ABSENT:		None
ABSTAIN:		None

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:59 p.m.

ATTEST

Edward Fuller
Governing Board President

Robert O. Mangus, Jr.
Governing Board Secretary

AGENDA ITEM #1

AGENDA ITEM: 1

MEETING DATE: September 5, 2024

I. NATURE OF ITEM

Consideration of Near-Term Board Member Appointment for Voting Division #5

II. BACKGROUND INFORMATION

Board members of the Goleta Sanitary District are elected from 5 separate voting divisions (areas) and serve staggered 4-year terms. A map of the District voting division areas is attached to this report. If a sitting Board member resigns from his or her position on the Board or a position becomes vacant for any other reason, the remaining Board members may appoint a qualified candidate from the same voting division (area) to fill the vacant position.

On July 30, 2024, Director Sharon Rose submitted a letter of resignation effective that day, as she was in the process of moving out of town. Director Rose represented voting division #5 and was up for election in November 2024. On August 15, 2024, the District was informed that only one resident of voting division #5, Jonathan Frye, filed papers to run for the vacant Board seat in November. Since the election was uncontested, Mr. Frye will be appointed by the County to serve a 4-year term on the District's governing board starting in December 2024.

Given that the division #5 Board seat would be vacant until December 2024, the Board directed staff to initiate an appointment process to fill the near-term vacancy. An informational flyer advertising the vacancy was prepared and posted in three conspicuous locations for 15 days as required. A copy of the flyer is attached to this report. The posting locations included the Goleta Valley Community Center, the Goleta Library, and the posting board at the District's front entrance gate. The flyer was also posted on the District's website.

As of the writing of this report only one person, Jonathan Frye, submitted an application for Board consideration.

III. COMMENTS AND RECOMMENDATIONS

The Board member appointment being considered at this time is to fill the vacant voting division #5 position until December. The Board has complete discretion on the process by which they decide to appoint a person to fill the vacant seat. In order to be eligible for appointment, the person must reside within the voting division #5 area and be at least 18 years old. Staff recommends that the Board consider the application submitted by Mr. Frye for appointment to the vacant voting division #5 board seat until his term begins in December 2024.

IV. REFERENCE MATERIAL


Goleta Sanitary District Voting Division Area Map

2024 Board Member Recruitment Flyer for Voting Division #5






Board Member Application Submitted by Jonathan Frye

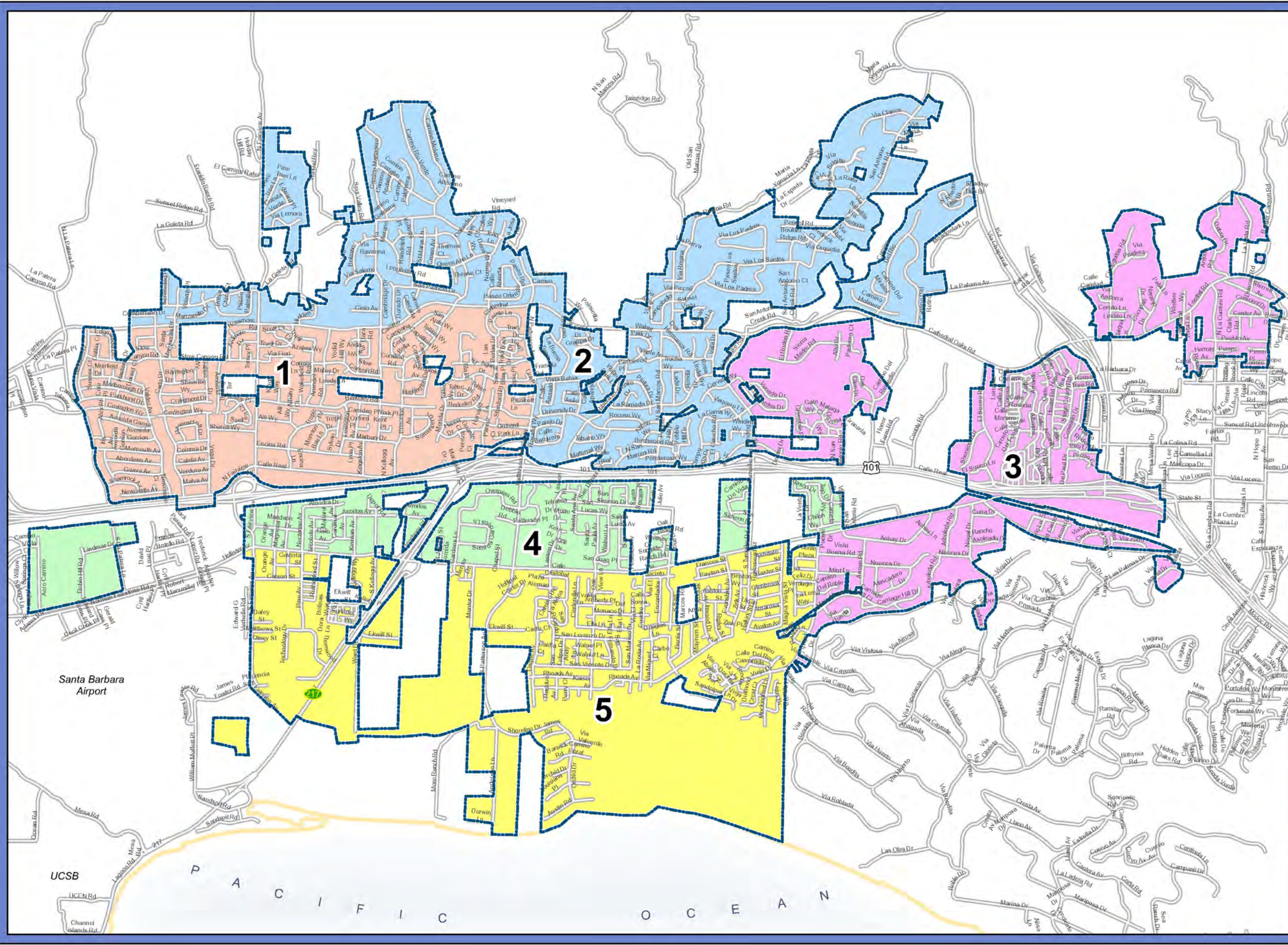
EXHIBIT A

KEY TO FEATURES

-  Goleta Sanitary District Boundary
-  Streets

Plan 1 Director Divisions

-  Division 1
-  Division 2
-  Division 3
-  Division 4
-  Division 5



*****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. ZWORLD GIS shall not be liable for any errors, omissions, or damages that result from inappropriate use of this document. No level of accuracy is claimed for the boundary lines shown here on and lines should not be used to obtain coordinate values, bearings or distances.



Scale: 0 625 1,250 2,500
State Plane California Zone V NAD 1983

GOLETA SANITARY DISTRICT
DIRECTOR DIVISIONS
PLAN 1

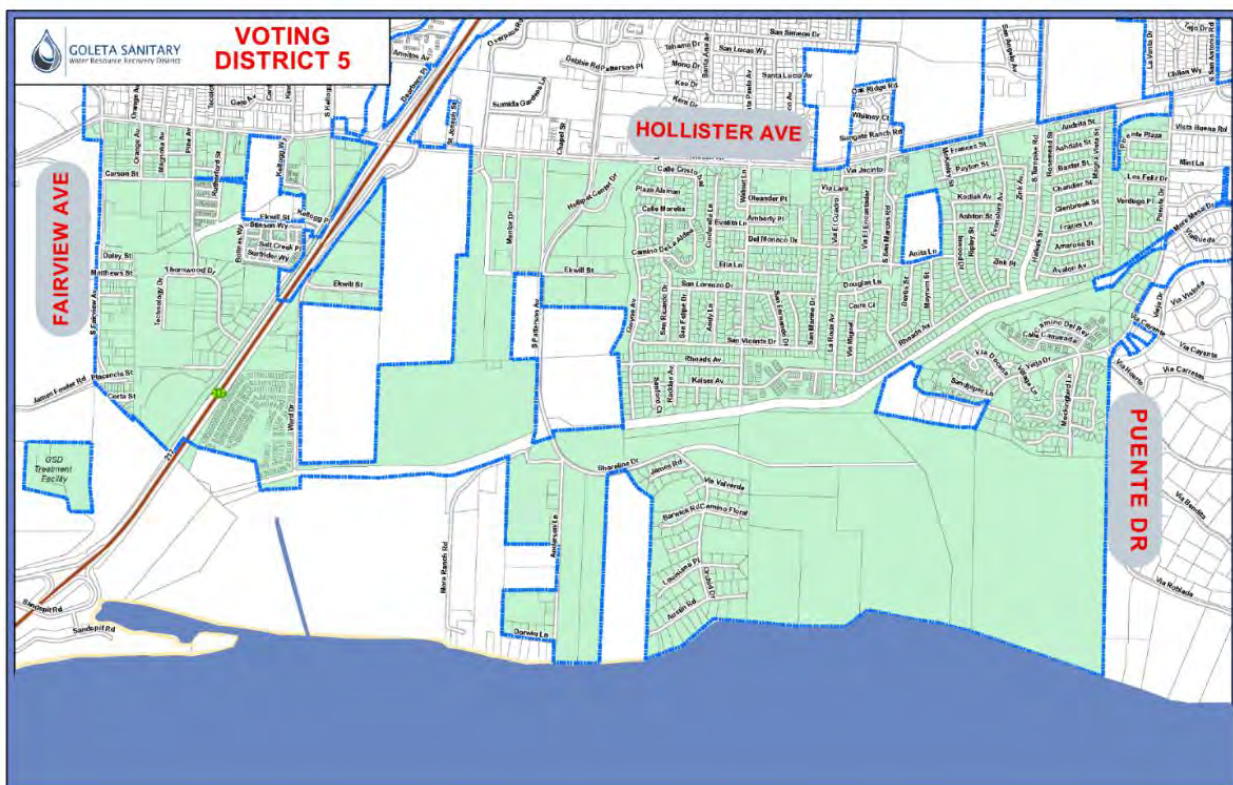

Prepared by ZWORLD GIS in April 2022
www.zworldgis.com

JOIN THE GOLETA SANITARY DISTRICT BOARD OF DIRECTORS

The Goleta Sanitary District is seeking to fill a vacancy on its governing board through the beginning of December 2024. If you are willing to learn, have a desire to serve your community, and are a resident of the Voting Division #5 area shown below, we would like to hear from you. The Goleta Sanitary District is an award-winning water resource recovery agency that collects, purifies, and reclaims water, energy, and nutrients from wastewater. We own and operate a collection system comprised of over 132 miles of underground pipes, and a regional waste water recovery facility that has served the entire Goleta Valley community for over 80 years. Voting Division #5 is located between South Side of Hollister, from Fairview Avenue to Puente Drive. Applicants must live within this area to be appointed to this vacant position on the Board.

Board meetings are typically held the first and third Mondays of the month at 6:30 pm and last between 1.5 to 2 hours. Board members also participate on one or more standing committees that meet on average once a month and are compensated for attending meetings. Through our on-boarding process you will learn about special district governance, the responsibilities of a special district Board member, laws governing special districts, the history of our district, budgeting, and much more. You do not need to have any knowledge of wastewater (though it would be great), you just need your experience and enthusiasm for public service.

For more information visit goletasanitarydistrict.org/board-member-information. To obtain an application for appointment to the Board, contact us at 805-967-4519 or email swagner@goletasanitary.org. Application deadline is Tuesday September 3rd at 5:00pm. Thank you for your interest in serving your community with the Goleta Sanitary District.



Goleta Sanitary District

Governing Board Vacancy Application Form

Personal Information

Name: Jonathan (Jon) Frye

Date: August 22, 2024

Email: jonathanfrye919@gmail.com

Address: 919 Diamond Crest Court, Santa Barbara, CA 93110

Cell Number: 805-252-9072

Birthdate: March 23, 1956

How did you learn about this vacancy?

A telephone conversation with Mr. Steve Wagner, GSD GM, informed of Board vacancy. Gave careful consideration and decided to apply.

Business/Work Information

Title/Profession: Retired Civil Engineer

Company Organization, Work Phone: N/A

Please list your current and past Board experiences

No current or past experience serving on a Board. Past experience reporting to County Board of Directors (Supervisors) in capacity of former employment.

Please list your skills and expertise

My education and work career is in the field of civil engineering. I retired in 2022 after serving 28 years with the Santa Barbara County Flood Control District. About twenty of those years was in the position of Engineering Manager and about one year in the position of Interim Deputy Director of the Water Resources Division of the Public Works Department. Duties while Engineering Manager included oversight of the planning, design, and construction of capital improvement, maintenance, and storm repair projects; oversight of the development review group, including acting as Floodplain Administrator and taking lead compliance role with the National Flood Insurance Program; oversight of the hydrology group; hiring, budgeting, and other general management activities. Emergency response duties kicked in during numerous declared wildfire and flooding events. These events took on a whole different dynamic and interactions with the public took on an elevated importance. Duties while Interim Deputy Director included reporting directly to the Public Works Director and representing the Water Resources Division at the County Board of Directors meetings.

What is your educational background?

I graduated with a Bachelor of Science in Civil Engineering from the University of Illinois.

Please describe in detail some of your greatest strengths and weaknesses

Strengths: being able to communicate and work well with others in both larger settings and also one-on-one; strong drive to get things done right and to be accountable.

Weaknesses: extending the benefit of the doubt to others when in hindsight it wasn't warranted; exhibiting an over-sense of loyalty at times, again, when not warranted.

What experiences, expertise, connections, or resources would you bring to GSD?

There are many similarities between the GSD and the County Flood Control District. Both agencies are special districts. I have an understanding of the structure of special district governance. Both agencies serve the community. I have a strong sense of duty and serving the public. I am fully supportive of GSD's Mission, Vision, and Values statements.

I moved to Santa Barbara in 1981 and have lived in my current home since 1993. Over the course of my career I have worked with federal, state and local agencies. I have worked with public utilities, special districts, engineers, architects, construction contractors, attorneys, consultants of various disciplines, on private and public projects. Representing my agency I have worked with elected officials, the media, and with the general public, in settings both large and one-on-one. My experience has taught me the complexities of accomplishing public agency goals and driven home the concept that we work for the public. I spent about 1/3 of my career working in the private sector and 2/3 in the public, and have a strong understanding and a strong opinion on how the public should be served.

Please detail your interest in joining this Board

The vacancy gives me the opportunity to serve the community. I believe I'm a good fit for the position and will bring great value to the Board.

The GSD Board has four standing committees: (1) Engineering, (2) Finance, (3) Personnel, and (4) Public Outreach and Education. Please check all that in which you have an interest.

Engineering Finance
 Personnel Public Outreach and Education

(Note, bigger "X" on the Engineering and Public Outreach and Education indicates a greater interest and I think a greater ability to hit the ground running. Never the less interested in Finance and Personnel as well.)

The Board typically meets on the first and third Monday evening of the month starting at 6:30 for two hours. Are you able to make this time commitment?

Yes

After your application has been reviewed you may be asked to interview with the Board. Please have a list of references available upon request.

Thank you for your interest.

I certify, by my signature, that the information contained within this application and all supporting documents (i.e., resume, recommendation letters, etc.) is true, accurate, and complete to the best of my knowledge. An electronic signature is accepted.

Signature Jonathan Frye

Date August 22, 2024

For more information visit goletasanitary.org or email Steve Wagner, General Manager at swagner@goletasanitary.org Phone 805 967 4519

AGENDA ITEM #2

AGENDA ITEM: 2

MEETING DATE: September 5, 2024

I. NATURE OF ITEM

Consideration and Action Regarding Attendance at Meetings of Outside Agencies by Governing Board Members

II. BACKGROUND INFORMATION

Historically, the Board assigns individual Board members to attend certain local agencies' governance meetings to keep the Board informed of the activities of these local agencies. The payment of compensation and expenses for attendance by assigned Board members to regular or rescheduled governance meetings of the Goleta West Sanitary District (GWSD) and the Goleta Water District (GWD) is authorized by prior Board actions. The list of pre-approved Director activities is included in Sections 2-1.6.2 and 2-1.7.2 of the District's Administrative Code. Representative and alternate attendee assignments are typically made in the beginning of the calendar year after the incoming Board President is seated. Absent any action of the Board, these assignments terminate after twelve months.

On January 15, 2024, the Board voted in favor of the following assignments:

AGENCY	REPRESENTATIVE	ALTERNATE
Goleta Water District	Director Majoewsky	Director Fuller
Goleta West Sanitary District	Director Rose	Director Smith

III. COMMENTS AND RECOMMENDATIONS

Since Director Rose resigned from her Board position on July 30, 2024, Director Smith was to attend the GWSD governance meetings as the alternate. However, on August 19, 2024, Director Smith informed the Board that he will not be able to attend GWSD meetings, and he requested that the Board consider appointing someone else to attend the GWSD meetings.

The Board can appoint another board member to attend the GWSD meetings now, defer the appointment to a future time, or elect to not have Board members attend the GWSD meetings. Staff recommends that the Board consider appointing a member to attend the GWSD meetings, as GWSD has the highest level of financial participation in our plant operations and maintenance.

Under the current version of Section 18702.5 of the Fair Political Practices Commission's (FPPC) regulations, the following matters are deemed to not have a personal financial effect on a Director:

- The payment of any travel expenses, to the extent allowed by law, incurred while attending meetings as an authorized representative of the District.

- State stipends received for attendance at meetings of any group or body created by law or formed by the District for a special purpose, so long as the District posts an FPPC form 806.

Should the Board elect to appoint a member to attend the GWSD governance meetings, the member may vote on their appointment since the District has posted its FPPC form 806 listing the outside agency appointments.

IV. REFERENCE MATERIALS

None

AGENDA ITEM #3

AGENDA ITEM: 3

MEETING DATE: September 5, 2024

I. NATURE OF ITEM

Consideration of Draft Professional Services Agreement with Rojas Public Affairs for Legislative Advocacy Services

II. BACKGROUND INFORMATION

On August 19, 2024, the Board of Directors received a presentation by Jayson Braude and Jasmid Enciso of Rojas Public Affairs, a division of Rojas Communications Group, to consider their proposal to provide tailored legislative advocacy services for the District. At that time the Board directed staff to prepare a professional services contract with Rojas Public Affairs, for a one-year term in an amount not to exceed \$42,000.

The attached Draft Professional Services Agreement was prepared in consultation with District legal counsel and is presented herein for Board consideration.

III. COMMENTS AND RECOMMENDATIONS

Staff recommends that the Board approve the attached Professional Services Agreement contract with Rojas Public Affairs in an amount not to exceed \$42,000, pending any changes it wishes to make.

IV. REFERENCE MATERIALS

Draft Professional Services Agreement with Rojas Public Affairs for Legislative Advocacy Services

**GOLETA SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Goleta Sanitary District, a public agency formed pursuant to the Sanitary District Act of 1923, with its principal place of business at One William Moffett Place, Goleta, CA 93117 ("District") and Rojas Public Affairs, a division of Rojas Communications Group, a California "S" Corporation with its principal place of business at 108080 Foothill Blvd, Suite 160-516 Rancho Cucamonga, CA 91730 ("Consultant"). District and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing legislative advocacy services to public clients, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project.

District desires to engage Consultant to render such professional services for the purposes of legislative advocacy on behalf of the District, including to seek funding for projects including the Biosolids to Energy Strategic Plan project ("BESP") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional advocacy consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 5, 2024 to September 5, 2025 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including

authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Forty-two thousand dollars (42,000)** without written approval of the District Board or General Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to District a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. District shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the District disputes any of Consultant's fees, the District shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the District for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of District and shall at all times be under Consultant's exclusive direction and control. Neither District, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance

to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.3.4 Substitution of Key Personnel. Consultant has represented to District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Steve Wagner, P.E., General Manager/District Engineer, Goleta Sanitary District, Jaime Rojas, Jr. President, Rojas Public Affairs, Jayson Braude, Partner/Chief Council, and Jasmid Enciso, Project Manager, Rojas Public Affairs.

3.3.5 District's Representative. The District hereby designates Steve Wagner, General Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The District's General Manager shall be authorized to act on District's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the General Manager, District's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Jaime Rojas, Jr., President, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to

comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above (“Performance Time”). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits “A” or “B” attached hereto, or which may be separately agreed upon in writing by the District and Consultant (“Performance Milestones”). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage.

3.3.9.2 Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party’s performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, “orders of governmental authorities,” includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the District may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations

of such laws and regulations shall be grounds for the District to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify District against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the District's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the District, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. District may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The District, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

(C) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the District, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the District, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the District and shall protect the District, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the District, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the District for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance

through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement imposes no additional obligation on the District nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may cancel this Agreement.

(C) The District may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the District nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

(F) Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the District, its officials, officers, employees, agents,

and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the District, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the District.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it

is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the District provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the District. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the District, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the

Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the District as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of District. In the event that District authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the District's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Rojas Public Affairs 10808 Foothill Blvd., Suite 160-516 Rancho Cucamonga, CA 91730 ATTN: Jaime Rojas, Jr.
District:	Goleta Sanitary District One William Moffett Place Goleta, CA 93117 ATTN: Steve Wagner, P.E., General Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its

applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

3.7.4.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a

party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.7.4.6 Confidential Information. The District shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the District's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the District shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give District written notice of Consultant's objection to the District's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the District, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. District shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with District's choice of legal counsel), and hold District harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that District release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Santa Barbara County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the District, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE GOLETA SANITARY DISTRICT AND
ROJAS PUBLIC AFFAIRS**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

GOLETA SANITARY DISTRICT

ROJAS PUBLIC AFFAIRS

Approved By:

**[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]**

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

By: _____

President

Jaime Rojas, Jr.

By: _____

Its:

Printed Name:



April 21, 2024

Mr. Steve Wagner, P.E.
General Manager
Goleta Sanitary District
1 Moffett Place
Goleta, CA 93117

Dear Mr. Wagner:

I am writing to provide you with an overview of our firm and the scope of services we discussed to provide Goleta Sanitary District (GSD). Rojas Public Affairs (RPA) was established ten years ago with deep California connections and a locally focused methodology. We also have extensive experience in representing governmental entities and are uniquely qualified to partner with GSD. In addition, RPA also has a great presence in Washington, D.C. through its longstanding partnership with Jayson Braude.

RPA Background

For over a decade, RPA has offered a wide range of services to a variety of organizations across many industry sectors. These include local governments, Fortune 500 companies, and trade associations. We have provided government relations services throughout California and Washington, D.C. to some of the largest and most complex governmental & business entities in the country; helped clients successfully achieve policy, regulatory, and funding goals; and assisted others to envision and implement multi-year, multi-million-dollar development projects. Our in-depth substantive knowledge combined with our creativity, hard work and reputation for integrity has earned us the trust of longstanding clients. We are proud that clients think of us as an integral part of their operations, capable of delivering the services they need when they need them.

Scope of Services

RPA will collaborate with GSD to open doors in Washington, D.C., Sacramento, and the county to assist finding additional funds to various needs like capital improvement projects, on-site training facilities and others. Our partnership would include:

- Working with the District to raise their profile with the California House and Senate delegation, federal agencies and the Biden Administration; California State Senate and Assembly, state agencies and Governor Newsom's Office; and other local agencies.



- Building support for GSD’s objectives and resource needs within Congress, State Legislatures and Board of Supervisors and target key allies and influential lawmakers, committees and Executive branch policy makers.
- Coordinating trips to Washington, D.C., Sacramento and County to meet with the Congressional, State & local delegation and key staff in the federal, state and local agencies.
- Helping GSD with any issues that have a federal, state or local nexus, which may include providing comments on federal and state regulations, securing letters of support for grant applications, connecting local officials to federal and state agency professionals to maximize opportunities for success.

RPA will collaborate with GSD to create a federal and state government funding and outreach program. The focus will be on developing a plan to apply for earmarks and targeted funding within specific government agencies and developing crucial relationships with program managers responsible for administering target grants.

Rojas Public Affairs Team

Jaime Rojas, Jr. - President, Rojas Public Affairs

Jaime Rojas is President of RPA and has over 25 years of local, state & federal experience in public affairs, public relations & community outreach, including working in Clinton White House. Jaime has also worked for companies like UPS, Lucent Technologies and was the President of the California Hispanic Chambers of Commerce. He has received his undergrad and graduate school degrees from USC. Jaime has taught at USC’s Sol Price School of Public Administration. He grew up in Los Angeles and is based in Rancho Cucamonga, California.

Jayson Braude – Partner/Chief Counsel

Jayson Braude is the Chief Counsel. Jayson Braude grew up in the Los Angeles area and is the Grandson of former United States Congressman Glenn Anderson. Jayson worked for United States Senators Kent Conrad and Sherrod Brown in Washington D.C. After law school, he worked as Legislative Counsel for United States Congresswoman Janice Hahn, where he staffed the Congresswoman on the House Transportation and Infrastructure Committee. He then became the District Director for Congresswoman Nannette Diaz Barragan in her San Pedro office. Jayson has over ten years of experience in government affairs and maintains contacts all over Capitol Hill and throughout federal, state and local agencies. Jayson is a graduate of

DRAFT



Thank you for taking the time to review this proposal. Please do not hesitate to contact us with any questions.

Very respectfully,

Jaime Rojas Jr

Jaime Rojas, Jr.
President

Rojas Public Affairs
1808 Foothill Blvd., Suite 160-
516 Rancho Cucamonga, CA
91730
(213) 400-8664
jaime@rojascommunications.com

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**EXHIBIT "B"
SCHEDULE OF SERVICES**

Non-Applicable

**EXHIBIT "C"
COMPENSATION**

Rojas Public Affairs would very much welcome the opportunity to partner with Goleta Sanitary District. Should you decide to hire our team we are prepared to begin May 1st, 2024, and would recommend a strategy/kickoff session be scheduled as soon as possible so that we can begin our collaboration. **The monthly retainer for our services is \$3,500 per month, including all expenses.**

DESCRIPTION OF SERVICES	MONTHLY FEE
State & Federal Legislative Advocacy Services	\$3,500
• Conduct Detailed Orientation/Kick-Off Meeting	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships (Sacramento/D.C.)	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips (Sacramento/Washington, D.C.)	Included
• Track State & Federal Legislation	Included
• Craft State & Federal Testimony and Position Letters	Included
• Draft Bill Language	Included
• Federal Earmark/Member Requests Opportunities	Included
• Work with District Team for Seamless Strategy	Included
• Advocate Agency/Department Submitted Grant Applications	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
<i>*The monthly fee includes all reasonable business and travel expenses</i>	

GENERAL MANAGER'S REPORT

GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT

The following summary report describes the District's activities from August 20, 2024, through September 5, 2024. 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 has been conducting routine lines cleaning in the area of University and Ribera Drives. Staff has also been conducting priority lines cleaning throughout the District.

CCTV INSPECTION

Staff has been conducting routine Closed-Circuit Television (CCTV) inspections in the area of Nogal and Nueces Drives. Staff has also been conducting priority CCTV inspections throughout the District.

REPAIR AND MAINTENANCE

Staff continues to work with County of Santa Barbara staff and their contractor to coordinate the height adjustment and replacement of manhole frames and covers throughout the District as part of their paving project. Six manhole and six cleanout frames and covers will be adjusted, with the replacement and adjustment of twenty-seven additional manhole frames and covers in the County to be done by their contractor. Paving and the adjustment of manhole frames and covers has been completed as part of two paving projects in the City of Goleta. The locations included N. Fairview Ave. at Calle Real and Hollister Ave. in Old Town, Goleta.

NEW LINES CLEANING TRUCK

Staff is working on preparing the new Vactor RamJet truck for use in the field. Training for staff on the operation and maintenance of the truck was provided by Haaker Equipment Company on August 29, 2024.

STAFF TRAINING AND DEVELOPMENT

Staff participated in an in-house training on bypass pumping for emergency and maintenance operations. The training included the operation and testing of the department's 3" bypass equipment. Regular training on equipment and procedures that are part of the District's Spill Emergency Response Plan is required by the State Water Resources Control Board General Order for Sanitary Sewer Systems.

2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT

Plant flows for the month of August 2024 have averaged 5.07 million gallons a day. The Reclamation Plant is online, and up to this point we have had one exceedance of our contact time (CT) requirement due to the Nannobubbler being taken offline for the first test cycle.

Dredge piping arrived at the District and the Operations crew is getting the new piping put

together; the Lagoon Dredge will be back in operation this month.

Construction of the Biosolids and Energy (BESP) Phase 1 project continues. Current construction activities include the subgrade preparation and rebar tying for the footing of the new Digester #4.

The Nanobubbler is currently in the first 'OFF' cycle of testing. Staff continues with the plant clean up. Maintenance staff is continuing work on preventative maintenance around the plant. They are also working on the cleanup and repair of the chemical storage facility.

3. GENERAL AND ADMINISTRATIVE ITEMS

Financial Report

The District account balances as of August 29, 2024, shown below, are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 1,992,247
Investment Accounts (August interest not yet posted):	<u>\$ 35,100,559</u>
Total District Funds:	\$ 37,092,806

Claims list and financial information will be presented at the September 16, 2024, Board meeting.

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.

CSDA Annual Conference

The CSDA annual conference will be held in Indian Wells from September 9-12. Board President Ed Fuller, Communications & Human Resources Manager Laura Romano, and General Manager Steve Wagner will attend.

Personnel Update

A verbal update will be provided at the meeting.

**DISTRICT
CORRESPONDENCE**
Board Meeting of September 5, 2024



Date: **Correspondence Sent To:**

1. 08/21/2024 Ron Caird
Subject: Sewer Service Availability
Proposed Sewer Service Connection for a proposed project of 1200 homes and residential amenities, and a 10-acre public park
A.P.N. 071-190-036 at 905 S. Patterson Ave.
A.P.N. 071-140-048 and 065-090-031 at 600 S. Patterson Ave.
A.P.N. 065-230-012 at 620 S. Patterson Ave
Santa Barbara, CA

Owners: 905 S. Patterson LLC, Ekwill Investors LLC, Caird Family Revocable Trust, 620 S. Patterson LLC

2. 08/22/2024 Roderick Britton
Subject: Sewer Service Availability
Proposed Annexation and Connection of One Single-Family Residence
A.P.N. 061-321-001 at 700 Via Tranquilla, Santa Barbara

Owner: Goodall Properties LLC

3. 08/26/2024 Aleksander Jevromovic, PLS
County Surveyor
Subject: Sewer Service Availability & Parcel Map Approval Proposed Lot Split
A.P.N. 061-061-008 at 4606 Vista Buena Road, Santa Barbara, CA

Owner: Craig and Jennifer Speier Family Trust

Date: **Correspondence Received From:**

1. 08/23/2024 California Water Boards
State Water Resources Control Board
Subject: Certificate of Environmental Laboratory Accreditation
Granted to Goleta Sanitary District

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