

# **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/82284827527?pwd=Qx9B3p9mFWM5Se5oAD3g7TXycYNUdx.1>

**Meeting ID: 822 8482 7527**

**Passcode: 252149**

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

December 4, 2024

**CALL TO ORDER: 6:30 p.m.**

OATH OF OFFICE BY EDWARD FULLER, DEAN NEVINS, AND JONATHAN S. FRYE, THE NEWLY APPOINTED MEMBERS OF THE DISTRICT GOVERNING BOARD OF DIRECTORS

**ROLL CALL OF MEMBERS**

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

**CONSIDERATION OF THE MINUTES OF THE BOARD MEETING**

The Board will consider approval of the Minutes of the Regular Meeting of November 18, 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. PRESENTATION ON MICROGRID COST/BENEFIT ANALYSIS AND FUNDING OPPORTUNITIES
2. REPORT ON MOLEAER NANOBUBBLE GENERATOR LEASE AGREEMENT

3. CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH BHI MANAGEMENT CONSULTING FOR PREPARATION OF 2030 STRATEGIC PLAN  
(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.)
10. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT  
(The Board will be asked to ratify claims.)

## **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@goletasaniitary.org](mailto:info@goletasaniitary.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

November 18, 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, Jonathan Frye

**BOARD MEMBERS ABSENT:** None

**STAFF MEMBERS PRESENT:** Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance Director/Board Secretary and Reese Wilson, Senior Project Engineer, and Jeff Ferre, General Counsel (via Zoom)

**OTHERS PRESENT:** Tom Evans, Director, Goleta Water District (via Zoom)  
Craig Geyer, Director, Goleta West Sanitary District (via Zoom)

**APPROVAL OF MINUTES:** Director Majoewsky made a motion, seconded by Director Nevins, to approve the minutes of the Regular Board meeting of 11/04/2024. The motion carried by the following vote:

(24/11/2271)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
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. DISCUSSION AND CONSIDERATION OF PIPELINE LICENSE AND RIGHT OF ENTRY AGREEMENT WITH THE GOLETA WEST SANITARY DISTRICT FOR THE CONDITION ASSESSMENT OF GOLETA WEST SANITARY DISTRICT PIPELINES ON GOLETA SANITARY DISTRICT PROPERTY

Mr. Wagner gave the staff report.

Director Majoewsky made a motion, seconded by Director Nevins to approve and ratify the Pipeline License and Right of Entry Agreement with Goleta West Sanitary District for the condition assessment of the Goleta West Sanitary District pipelines on Goleta Sanitary District Property.

The motion carried by the following vote:

(24/11/2272)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
NOES:		None
ABSENT:		None
ABSTAIN:		None

2. REVIEW OF FISCAL YEAR 2024-25 FIRST QUARTER BUDGET TO ACTUAL REPORT

Mr. Wagner and Mr. Mangus gave the staff report on this presentation item, no Board action was taken.

3. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 24-720 AMENDING THE GOLETA SANITARY DISTRICT'S HUMAN RESOURCES PROCEDURE AND POLICY MANUAL

Mr. Wagner gave the staff report.

Director Smith made a motion, seconded by Director Nevins to approve and adopt Resolution No. 24-720 Amending the Goleta Sanitary District's Human Resources Procedure and Policy Manual.

The motion carried by the following vote:

(24/11/2273)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
NOES:		None
ABSENT:		None
ABSTAIN:		None

4. CONSIDERATION OF PREPARATION OF A NEW FIVE-YEAR STRATEGIC PLAN

Mr. Wagner gave the staff report.

Director Smith made a motion, seconded by Director Majoewsky to direct the General Manager to contact Brent Ives, of BHI Management Consulting and request a proposal for facilitating the preparation of the 2025-2030 Strategic Plan.

The motion carried by the following vote:

(24/11/2274)

AYES:	5	Fuller, Smith, Majoewsky, Nevins, Frye
NOES:		None
ABSENT:		None
ABSTAIN:		None

5. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

6. LEGAL COUNSEL'S REPORT

Mr. Ferre reported on two Brown Act related bills that go into effect January, 2025. AB 2715 allowing closed session meetings for threat to critical infrastructure controls or critical infrastructure information, as defined, relating to cybersecurity. AB 2302 allows a director to use the remote meeting exceptions of Just Cause and Emergency for 5 meetings per year. Of those 5, only 2 can be for Just Cause.

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

Director Smith – No report

Director Frye – No report

Director Nevins – No report

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

8. PRESIDENT'S REPORT

President Fuller – No report

9. ITEMS FOR FUTURE MEETINGS

No Board action was taken to return with an item.



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 Majoewsky made a motion, seconded by Director Nevins, to ratify and approve the claims, for the period 11/05/2024 to 11/18/2024 as follows:

Running Expense Fund #4640	\$	439,626.53
Capital Reserve Fund #4650	\$	602,536.79
Depreciation Replacement Reserve Fund #4655	\$	28,381.25
Retiree Health Insurance Sinking Fund #4660	\$	13,820.45

The motion carried by the following vote:

(24/11/2275)

AYES:           5       Fuller, Smith, Majoewsky, Nevins, Frye  
NOES:           None  
ABSENT:       None  
ABSTAIN:       None

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:39 p.m.

ATTEST

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Edward Fuller  
Governing Board President

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Robert O. Mangus, Jr.  
Governing Board Secretary

# **AGENDA ITEM #1**

**AGENDA ITEM: 1**

**MEETING DATE: December 4, 2024**

**I. NATURE OF ITEM**

Presentation on Microgrid Cost/Benefit Analysis and Funding Opportunities

**II. BACKGROUND INFORMATION**

The Goleta Sanitary District (GSD) adopted a Biosolids and Energy Strategic Plan (BESP) in 2019 to provide a roadmap and strategy for GSD to reach energy-sufficiency. This was done by reassessing the District's biosolids management practices in combination with numerous energy production approaches (energy generation, utilization, storage, and renewable energy sources). The BESP is now being implemented: the first phase of the plan is under construction, and the second phase of the plan is being designed.

When the BESP was prepared by Hazen and Sawyer (Hazen), the option of solar energy production and storage was considered but not included in the final list of recommended improvements. This was predominantly due to the estimated cost and lack of economic drivers. However, since the adoption of the BESP in 2019, advancements have been made in several areas of solar energy technology which greatly improve the economics associated with solar energy production and storage. When coupled with the current financial incentives available for renewable energy projects, these advancements provide an opportunity to reconsider certain solar energy options. On September 16, 2024, the Board received a presentation on the current state of the solar energy and storage market and directed staff to investigate the potential installation of a battery energy storage system (BESS) microgrid in relation to our BESP goals.

Staff has asked the Hazen team to provide a cost/benefit analysis of implementing microgrid technologies on site in addition to reviewing the available financial mechanisms for renewable energy projects.

**III. COMMENTS AND RECOMMENDATIONS**

The objective of this presentation is to facilitate a discussion with staff and the Board regarding the findings on the cost/benefit analysis of implementing microgrid technologies on-site to improve GSD's energy resiliency by reducing dependency on the electric grid. Similar to the BESP, the current study considers the technological advancement of solar and battery systems, which have reduced capital costs and the unit cost of electricity from a microgrid-configured system that integrates grid power, onsite renewable energy generation, and energy storage systems.

Modelling the facility's energy consumption, billing rates from Southern California Edison (SCE), and the 160 kW combined heat and power system currently under construction, Hazen estimates that adding a 385-kW rated solar array with a 2000 kWh battery (6-hour capacity) warrants a \$1.19M investment with the shortest simple payback period (SPP) of between 8.2 and 11.7 years. This SPP assumes a 3% discount rate, capital buy-down of \$775,000 utilizing the Community Project Grant Funding, and leveraging the 30% Investment Tax Credit (ITC) authorized by the Inflation Reduction Act (IRA) to provide the

lower range, 8.2-year SPP. Combining electricity meters with the main plant and water reclamation facility would further increase the value from solar and storage scenarios.

The Inflation Reduction Act (IRA) provides incentives for clean energy investment through the ITC program which will be transitioning to the Clean Energy Investment Credit (CEIC) program beginning January 1, 2025. Tax exempt public agencies are eligible to take advantage of these incentives through the Elective Pay option despite not paying federal taxes. This incentive may potentially reduce the overall payback period for each scenario evaluated by as much as 30%. Additional funding mechanisms from SCE including demand response programs and the Self-Generation Incentive Program may also be available to offset capital costs.

These findings warrant further investigation of the costs and benefits of implementing additional onsite generation with solar photovoltaics and energy storage configured with a microgrid controller at GSD's main plant, in addition to applying for the CEIC program and other incentives.

This presentation is for information purposes only and is intended to initiate a discussion on the next steps for implementing a microgrid system at GSD based on projected costs and available financial mechanisms.

#### **IV. REFERENCE MATERIALS**

None

# **AGENDA ITEM #2**

**AGENDA ITEM: 2**

**MEETING DATE: December 4, 2024**

**I. NATURE OF ITEM**

Report on Moleaer Nanobubble Generator Lease Agreement

**II. BACKGROUND INFORMATION**

During the early months of the COVID-19 pandemic, GSD experienced significant upsets to the wastewater treatment processes and coliform exceedances in the reclamation facility. The disruptions were suspected to be caused by increased surfactant and/or quaternary ammonia compound (QAC) loading in influent water due to a spike in disinfection practices at homes and businesses.

Seeking a solution to the issue, GSD partnered with Moleaer to test the efficacy of Moleaer's Nanobubble Generator (NBG) with the primary goal of improving plant efficiency and capacity through mitigation of negative inhibitory effects of surfactants. Moleaer's proposal indicated that the intended effects of the NBG were to increase the dissolved oxygen levels, provide oxidation of surfactants and QACs, digest accumulated organic materials, reduce odor, and mitigate algae.

In July 2022, after a three-month trial of the equipment, the District entered a 24-month lease agreement with Moleaer for deployment of the NBG technology. During the lease term, the District performed surfactant testing to assess the efficacy of the NBG in reducing surfactant loading. The testing results did not indicate improved surfactant removal from operation of the NBG, and the recurring coliform exceedances at the reclamation facility were remedied by a thorough cleaning of the associated chlorine contact chamber.

The District and Moleaer agreed to temporarily pause lease payments while additional analysis was performed to assess other benefits versus the lease fee. The testing was performed by cycling the NBG on and off while staff tracked operational data surrounding aeration efficiency, plant chemical consumption, and nitrogen removal. While some benefits were observed, a proforma analysis of key plant operating parameters did not show a monetary benefit of running the NBG at this time.

One benefit of the NBG is improved energy efficiency for the conversion of ammonia to nitrate, a process known as nitrification. Nitrification is the first step in removing nitrogen from wastewater, which is not a necessary treatment process for the District to meet its current Waste Discharge Requirements. If ammonia or total nitrogen limits are imposed in the future, nitrification may become a necessary treatment step.

**III. COMMENTS AND RECOMMENDATIONS**

At this time, the NBG is not a cost-effective answer to the operational challenges which the District is facing. If future regulations impose an effluent limitation on ammonia or total nitrogen, the District will consider Moleaer in addition to other potential treatment technologies.

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

**IV. REFERENCE MATERIALS**

None

# **AGENDA ITEM #3**



**AGENDA ITEM: 3**

**MEETING DATE: December 4, 2024**

**I. NATURE OF ITEM**

Consideration of Professional Services Agreement with BHI Management Consulting for Preparation of 2030 Strategic Plan

**II. BACKGROUND INFORMATION**

The District adopted its first strategic plan in 2016. A second strategic plan was adopted in 2020 with a term of 5 years. A total of 43 strategic goals were identified to support the implementation of the 2020 Strategic Plan. Now that a majority of the 2020 goals have been achieved, the preparation of a new 5-year strategic plan is included in the District's FY25 Action Plan.

On November 18, 2024, the Board discussed the preparation of a new strategic plan and directed staff to request a proposal from Brent Ives of BHI Management Consulting to facilitate a strategic planning workshop and assist in the preparation of the 2030 Strategic Plan.

Staff contacted Brent Ives and requested a proposal for this effort. A copy of the proposal is included as an exhibit to the proposed professional services agreement that is attached to this report and presented herein for Board consideration.

**III. COMMENTS AND RECOMMENDATIONS**

A new strategic plan is timely as it would help guide the District through the completion of many large capital improvement projects and navigate a significant changeover in staff due to near-term retirements. The new plan would set a vision for where the Board wants the District to be by 2030 and identify new goals that will help it get there.

This type of long-range planning and visioning is very different from the annual operational planning which the Board and staff perform as part of the annual planning meeting. The development of a strategic plan can be aided by the assistance of someone outside of the organization. Brent Ives worked with the District to complete its first strategic plan and has significant knowledge of the current issues facing sanitation districts in California.

The attached proposal outlines a proposed scope of work that is similar to the one the District approved in 2016. The total not to exceed cost including expenses for this effort is \$19,770. Staff recommends the Board authorize the General Manager to execute the attached professional services agreement with BHI Management Consulting in an amount not to exceed \$19,770 subject to approval as to form by legal counsel.

**IV. REFERENCE MATERIAL**

Professional Services Agreement with BHI Management Consulting for Strategic Planning Services

**GOLETA SANITARY DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 4th day of December, 2024, 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 BHI Management Consulting with its principal place of business at 2459 Neptune Ct., Suite 110 Tracy, CA 95304 ("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 preparation of a new strategic plan 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 December 4, 2024 to March 1, 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 "A" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **Nineteen Thousand Seven Hundred Seventy dollars (\$19,770)** 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 or final invoice 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 "A" 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 "A" 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, Mary Ann Gomez, Federal Advisor 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 Exhibit "A", 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 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: BHI Management Consulting  
2459 Neptune Ct., Suite 110  
Tracy, CA 95304  
ATTN: Brent Ives

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  
BHI MANAGEMENT CONSULTING**

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**

**BHI MANAGEMENT CONSULTING**

*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:

\_\_\_\_\_  
Brent Ives

By: \_\_\_\_\_

Its:

Printed Name:

**EXHIBIT "A"  
PROPOSAL**

**-- Proposal --**  
**Professional Services for a**  
**Strategic Plan**  
**for the**  
**Goleta District**  
Goleta, CA  
November 2024  
**--DRAFT --**

*BHI Management Consulting*  
2459 Neptune Ct., Suite 110  
Tracy, Ca.  
(209) 740-6779  
[brent@bhiconsulting.com](mailto:brent@bhiconsulting.com)

**Introduction of Proposal and Scope of Project:**

The objective of this proposal is to outline professional services to the Goleta District (District) for assistance with the development of a comprehensive ten-year Strategic Plan. Brent Ives (Consultant), Principal of BHI Management Consulting, will be the primary consultant on this project. BHI may also propose the potential use of associate consultants and editorial assistance as needed for the effort. Details are outlined for each task below.

**Strategic Planning Overview:**

This planning method focuses on assuring that both the Board and Staff are fully involved in the evolution of the Plan. It proposes that the in-District time be well utilized to lower costs. This creates the leadership “TEAM” that is crucial for a Plan to attain buy-in and can be used as a true roadmap for the District in the future years. Strategic Planning utilizing the action-oriented model herein, offers a number of benefits for a public agency. Crucial to any practical planning effort is a clearly delineated workplan in the form of projects, initiatives and actions that result from and get planned by the effort.

Our planning model involves members of the elected Board of Directors to deliberately engage at the proper level and within their appropriate role. This is a clearly expected role by the public of the elected official and one where they, as a Board team, can reflect why the District exists, expressed in Mission, and their overall strategic direction, as expressed in Vision.

**-- BHI Management Consulting --**  
**(209) 740-6779**  
**[brent@bhiconsulting.com](mailto:brent@bhiconsulting.com)**

This method and model also allows for professional staff to do what they do best; organize and implement positive and productive work programs. The action oriented strategic planning model allows for clear linkage between the Board’s foundational statements of Mission and Vision to actual work plans, projects and initiatives that move an agency forward (see graphic model below). In this way, the staff is allowed to show how they can meet the Vision and intentions of the Board by applying their professional judgment and expertise to the direction of the District.

As a result, any reader can see a succinct Plan of where the District is going, why it’s important, the strategy and how the District intends on getting there. The Plan becomes the “*way we plan here*” for agencies that fully implement its annual maintenance and integrate it into the daily administrative functions of the District. A typical plan is usually about 20-30 pages long and contains an integrated overview table that shows the plan for each operational element of the District, what will be done and when. This serves as the Executive Overview table. Since the Plan articulates a clear view into the future, it eliminates many of the issues facing public agencies today. Included in the planning process are clear steps to assure proper reporting and updating of the plan to keep it relevant and routinely used by the District.

**Specific Scope of Services Detail:**

The work outlined herein is generally divided into 3 basic phases, with sub-parts. Detail in outlined below but the process generally takes this pathway.

1. Information Gathering
2. Board Strategic Planning Workshop
3. Document Development

The general detail of these three phases of the process is outlined below. Due to the cost of travel expenses for each trip into the District, the Consultant is proposing a cost-effective two-trip method for this project. As such, it is proposed that the date of the Board workshop be set such that the workshop be held in an evening, beginning at 4:30 pm. Consultant can arrive the day before the workshop to accomplish all in-person input activities with the GM, staff and Board members.

**Phase 1- Information Gathering –**

1. Consultant will conduct initial meetings with the General Manager (GM) and designated key staff via Zoom to assist initiate the project. Discussions at this stage are the project background, identification and levels of potential involvement from various internal and external groups to provide input to the Board for planning, generally planning for the process. Throughout the process this group may act as the document delivery team for the Plan. All documentation needed by the Consultant will be also requested at this meeting.

The Consultant will also provide a project orientation at this meeting for those above regarding the concepts of strategic planning, and their specific level of involvement at progressive stages of the project.

1. This can be followed by the Consultant will conducting another Zoom meeting with all District employees, to gather their thoughts and perspectives regarding future District-wide vision, initiatives and strategy. This allows full integrated into the planning process, and provides valuable perspective to share with the Board for their upcoming workshop.

**Phase 2 - Board of Directors Workshop –**

2a Consultant will meet individually with Board of Director members via ZOOM or telephone to gather their thoughts and perspectives regarding the future of the District and collect their individual vision for the future and thoughts on planning. A simple SWOT will be gained from them at the thime. Prior to this meeting the Consultant will send an email to each Board member prior to this meeting to stimulate their thinking with regard to looking forward and the visioning process. These meeting/interviews allow for the Directors and Consultant to introduce, share thoughts regarding overall planning, the future of the District and for the Consultant to hear important individual strategic perspective.

2. Soon thereafter, per District schedule the Consultant will facilitate an in-person public Board Strategic Planning workshop at the District offices. This workshop is estimated to last 4-6 hours, with the intent of gaining the following deliverables from the collective Board:

- Review and/or write new **Mission Statement**.
- Review and/or modify **Vision Statement** for the District.
- Review and/or modify **Core Values** of the District Board.
- Organize the strategic plan by determining the **key strategic elements** of District operations and management under which the workplan will be organized (see Sample Strategic Elements in graphic above).
- If possible, the Board may then craft **an objective and strategy statement for each strategic element**. This statement provides clear and specific direction to staff as they assemble a five-year workplan that meets the Board’s Vision.

Staff and Consultant use the input from the Board workshop to guide in the development of the implementation strategy to result in a draft strategic plan.

3a. Post-workshop, The Consultant will work directly with key staff to produce progressive stages of the plan through to final draft phase. This is anticipated to comprise 2-4 meetings of this group. These meetings will be conducted via Zoom meetings to review progress of the document.

3b. Upon the document reaching 90% draft level, the Consultant will make a Zoom briefing presentation of the initial draft to the Board for in a “tone check” meeting to assure that the Plan is progressing as expected. This step is expected to take place roughly 6-8 weeks after the workshop date.

3.c Upon Board approval. Consultant will provide a final approved print the Plan. The Board may wish to engage in design work for the ascetics of the ten-year plan. This is an extra-cost and can be engaged at this time.

**Schedule:**

Engagement begins approximately 3-4 weeks from receipt of a signed agreement. It is anticipated that the work will begin in January 2025. It is anticipated that the Board workshop will be conducted in March or April of 2025.

**Terms :**

BHI Management Consulting shall perform above services as agreed under authorized signature agreement of the District. Consultant shall not begin work until receipt of signed agreement. Billing shall be monthly through emailed invoice. Signature lines are provided below allowing the District to commission either or both tasks.

**Costs and Rates:**

The total fixed-fee for this work is not-to-exceed \$19,770.00, including estimated expenses, as outlined in Table 1.

Table 1 – Task Cost Breakdown

Additional tasks, not covered specifically by this agreement may be added by contract addendum. The undersigned parties agree to the terms and conditions of the workscope as described in this agreement.

GOLETA SANITARY DISTRICT	Principal (Ives) @\$395/hr.	Labor Hours/task Total	Task Cost	Comments
Tasks	Hours			
<b>Preparation and Reconnaissance</b>	12	12	\$ 4,740.00	
<b>Task 2 - Board Workshop</b>	14	14	\$ 5,530.00	
<b>Plan Documentation/Tone-Check Mtg.</b>	20	20	\$ 7,900.00	
<b>Sub-total</b>	46	46	\$ 18,170.00	
<b>ESTIMATED EXPENSES</b>	Time or Expense		Cost Total	
Travel miles	Travel - Visit and common expenses for travel such as mileage, lodging and meals. Estimated per/trip.	1 trips fixed@\$850/visit	\$850	
Office Supplies, Web-Ex and telephone costs	Estimated		\$ 750.00	
Expense Sub-total	0	0	\$ 1,600.00	
<b>EXPENSE TOTALS</b>				
<b>GRAND TOTAL</b>			<b>\$19,770.00</b>	

**Authorization:**

---

Steve Wagner, General Manager  
Goleta Sanitary District  
Goleta, CA

Date

---

Brent H. Ives, Principal  
BHI Management Consulting  
Tracy, CA

Date

DRAFT



**About the Firm and Primary Consultants:**

BHI Management Consulting brings unique qualifications to this project by a dual perspective approach to the process of optimizing Board relations and Strategic Planning. The firm is owned and operated by Brent Ives and is located in Tracy, CA. It was begun in 1996 and has focused on providing for the organizational health issues of Special District's since 1999. The firm carries Brent as the Principal and four associates, Mr. David Aranda, Sr. Consultant, Mr. Andrew Ives, Associate Consultant and Ms. Lynda Ives, Editor/Facilitating assistant. Other associates are contracted as projects demand relative to the engagement and/or agency specific needs. While Mr. Brent Ives will be the primary project manager, others may act as facilitating assistant for the workshop without additional cost. BHI is currently working on five Strategic Plans and updates across the state with different agencies.

**Mr. Brent Ives** has worked with numerous special districts and cities across the state dealing with organizational issues, primarily in optimizing operational approach for each agency as needed. BHI is currently engaged with five similar projects with California Special Districts on strategic planning and teambuilding. Brent also serves as a faculty member on the Special Districts Governance Academy for Special District Directors, teaching classes including "Setting Direction and Community Leadership" and "The Board's Role in Human Resources". Brent has taught representative Directors and staff from well over 100 Public Agencies across the state and Washington. He is the Chapter Ambassador for the CSDA and teaches his own curriculum on Strategic Planning for Association sponsored classes across California. He is educated in Organizational Behavior at the University of San Francisco, has 25 years experience as a technical manager for the Lawrence Livermore National Laboratory and 14 years as a City Council Member in the City of Tracy, California. He recently completed an 8 years as directly elected Mayor of Tracy, CA. a city of 85000 population, a member of the San Joaquin Regional Rail (commute rail service) Commission, and is member of the Board of the San Joaquin Council of Governments.

Brent and the BHI team bring unique perspective to the organizational processes that differentiate them from other firms. As an experienced elected official, Brent knows how boards must function to best fulfill their public trust. He is an experienced manager who has led groups of engineers and technicians on complex multi-million dollar projects for the Department of Energy at the Lawrence Livermore National Laboratory and can understand the needs of staffs for clarity. His education in Organizations allows him to apply that experience to your situation for your needs.

This broad experience in organizational effectiveness is captured by the District when they commission BHI and Brent's valuable experience and expertise. Brent is known for establishing a sincere and knowledgeable relationship with both the Directors and staff. Brent's time and experience as an elected official allows him unique perspective that helps him to "see" it from their points of view which assists in capturing the Board's perspective in moving forward. Brent will lead the District through proven strategic

planning process and develop a solid and enduring process for GM evaluation that will be realistic, honest, fair, broad and integrated.

### **SIMILAR ENGAGEMENTS AND REFERENCE CONTACTS:**

**Las Gallinas Valley Sanitary District, Mr. Mark Williams, General Manager,** [mwilliams@lgvsd.org](mailto:mwilliams@lgvsd.org), (415) 472-1734, - Small sanitary agency currently in the final stages of completing the five-year update of their **Strategic Plan**. BHI assisted this District with their original strategic plan in 2008.

**Orange County Sanitation District – Mr. Jim Herberg, General Manager,** [jherberg@ocsd.com](mailto:jherberg@ocsd.com), (714) 593-7110. BHI is currently working with this large sanitation District (3<sup>rd</sup> largest West of the Mississippi), the District Executive Team and 25 member Board in providing a major update to their **5-year Strategic plan**. BHI assisted the District in 2007 to develop their first Plan, and has now been asked to assist with the major update. This work includes interaction with the Board in interviews and workshop format, as well as engaging the workforce (nearly 600 employees). Process is anticipated to conclude in December of 2013.

**Laguna Beach County Water District – Ms. Renae Hinchey, General Manager,** [rhinchey@lbcwd.org](mailto:rhinchey@lbcwd.org), (949) 464-3106. Currently working at the Tone-check level of interaction with the District on their **Strategic Plan**. Process included interaction with local stakeholders, employees and the public to assist the joint Board (Laguna Beach City Council) and Water Commission through a planning workshop. Process is expected to conclude in October of 2013.

**Sunnyslope County Water District – Mr. Don Ridenhour, General Manager,** [don@sscwd.org](mailto:don@sscwd.org), (831) 637-4670. BHI recently (September 2012) working with this District to develop a five-year **Strategic Plan**. District scope of services includes both water and wastewater services. Process included input from various sectors of the community and employee base. Board currently approved the Plan in August 2012.

**Ironhouse Sanitary District – Mr. David Contreras, Board President,** (925) 625-0169. Recently completed a five-year **strategic plan** for this sanitary District that serves the needs of 30,000 individuals in the Oakley California area. Worked through the process outlined above to accomplish a well vetted, solid and Board endorsed strategy for the District.

# **GENERAL MANAGER'S REPORT**

## **GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT**

The following summary report describes the District's activities from November 19, 2024, through December 4, 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 South San Marcos Rd. and Anita Ln. 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 University and Ribera Drives. Staff has also been conducting priority CCTV inspections throughout the District.

#### **ANDERSON LN SEWER MAIN EXTENSION**

Construction is finishing up on the sewer main extension for the Anderson Lane project. The extension will connect to the District's existing sewer main on Shoreline Dr. Staff is inspecting the construction of the extension for acceptance as District facilities, following the completion of the project.

#### **GALILEO SEWER MAIN EXTENSION**

Construction continues on the sewer main extension to serve the twenty-seven new apartments being built at 5317 Calle Real. The extension will connect to the District's existing sewer main on the neighboring property at 5329 Calle Real. Staff is inspecting the construction of the extension for acceptance as District facilities, following the completion of the project.

#### **STAFF TRAINING AND DEVELOPMENT**

Two staff members attended a two-day training on the repair and troubleshooting of the CCTV inspection equipment located in the District's CCTV inspection truck. The training was held by CUES Inc., the manufacturer of the District's CCTV inspection equipment.

### **2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT**

Plant flows for the month of November 2024 have averaged 5.5 million gallons a day. The Reclamation Plant is online and we are producing 0.8 million gallons a day.

Construction of the Biosolids and Energy (BESP) Phase 1 project continues. The Digester #4 construction continues with the forms and rebar being finished ahead of the first of four wall concrete pours. The first wall was poured on November 27, 2024.

Goleta West Sanitary District staff and a team from Tierra Construction have completed their excavation and have the shoring in place and installed the camera retrieval tee on the 24-inch force main. This is part of a broader effort to test their lines into our facility.

Operations disassembled the Nanobubbler and is pulling the pump from the grit channel in preparation for Moleaer to pick them up. Maintenance is working on fixing the valve that controls the water going into the Administration building, and continues work on the chemical storage facility.

**3. GENERAL AND ADMINISTRATIVE ITEMS**  
**Financial Report**

The District account balances as of December 4, 2024, shown below, are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 2,127,018
Investment Accounts (including interest earned):	<u>\$ 35,697,341</u>
Total District Funds:	\$ 37,824,359

The following transactions are reported herein for the period 11/19/24 – 12/04/24

Regular, Overtime, Cash-outs, and Net Payroll:	\$ 214,656
Claims:	\$ 283,028
Total Expenditures:	\$ 497,684
Total Deposits:	\$ 755,722

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 -
CWB Operational to CA-Class Investment Account	\$ - 0 -
CA-Class Investment Account 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 – November, 2024

LAIF Quarterly Report – Previously reported.

PMIA/LAIF Performance – Previously reported.

PMIA Effective Yield – Previously reported.

**Community West Bank (CWB)**

CWB Money Market and ICS Accounts – November, 2024

**CA-Class Investment Account**

CA-Class Investment Account – November, 2024

**Deferred Compensation Accounts**

CalPERS 457 Deferred Compensation Plan – Previously reported.

Lincoln 457 Deferred Compensation Plan – November, 2024

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

December 02, 2024

[LAIF Home](#)  
[PMIA Average](#)  
[Monthly Yields](#)

GOLETA SANITARY DISTRICT

GENERAL MANAGER  
ONE WILLIAM MOFFETT PLACE  
GOLETA, CA 93117

[Tran Type Definitions](#)

**Account Number:** 70-42-002

November 2024 Statement

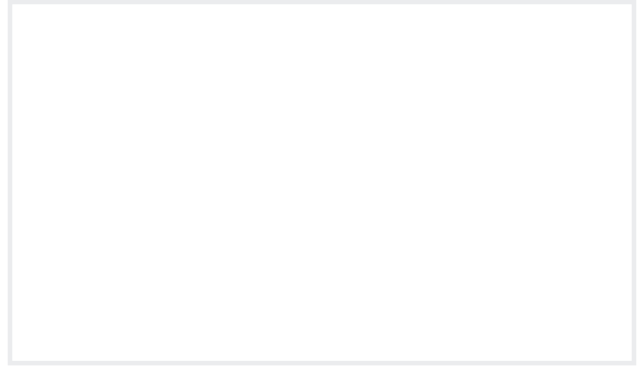
**Account Summary**

Total Deposit:	0.00	Beginning Balance:	4,054.77
Total Withdrawal:	0.00	Ending Balance:	4,054.77

7100 N. Financial Dr. STE 101  
Fresno, CA 93720

RETURN SERVICE REQUESTED

GOLETA SANITARY DISTRICT  
MONEY MARKET  
1 WILLIAM MOFFETT PL  
GOLETA CA 93117-3901



**Occasional Overdraft Opt-In/Out** - If you have opted-in to Community West Bank's Occasional Overdraft Service and would like to opt-out of this program, you are able to do so at any time. For more information about our program, please go to [www.communitywestbank.com](http://www.communitywestbank.com), stop by one of our banking centers and ask for a copy of the Occasional Overdraft Service Description Policy or contact Customer Service at (800) 298-1775.

### Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXXXXXX554	\$250,000.00

### PUBLIC MONEY MARKET - XXXXXXXXXXXXX554

#### Account Summary

Date	Description	Amount
11/01/2024	<b>Beginning Balance</b>	<b>\$250,000.00</b>
	1 Credit(s) This Period	\$1,037.60
	1 Debit(s) This Period	\$1,037.60
11/29/2024	<b>Ending Balance</b>	<b>\$250,000.00</b>

#### Interest Summary

Description	Amount
Interest Earned From 11/01/2024 Through 11/29/2024	
Annual Percentage Yield Earned	5.35%
Interest Days	29
Interest Earned	\$1,037.60
Interest Paid This Period	\$1,037.60
Interest Paid Year-to-Date	\$12,021.86
Minimum Balance	\$250,000.00
Average Ledger Balance	\$250,000.00

#### Other Credits

Date	Description	Amount
11/29/2024	INTEREST	\$1,037.60
		1 item(s) totaling \$1,037.60



**PUBLIC MONEY MARKET - XXXXXXXXXXXXXXX554 (continued)**

**Other Debits**

<b>Date</b>	<b>Description</b>	<b>Amount</b>
11/29/2024	TRANSFER TO ICS SHADOW MMA ACCOUNT XXXXXXXXXXXXXXX8650	\$1,037.60
		1 item(s) totaling \$1,037.60

**Overdraft and Returned Item Fees**

	<b>Total for this period</b>	<b>Total year-to-date</b>
<b>Total Overdraft Fees</b>	\$0.00	\$0.00
<b>Total Returned Item Fees</b>	\$0.00	\$0.00



Community West Bank  
7100 N Financial Dr Ste 101  
Fresno, CA 93720

# Community West Bank

RETURN SERVICE REQUESTED



130373-29A  
Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117

Contact Us  
559-298-1775  
www.communitywestbank.com



Account  
Goleta Sanitary District

Date  
11/30/2024

Page  
1 of 5

### IntraFi Cash Service<sup>SM</sup>, or ICS<sup>®</sup>, Monthly Statement

The following information is a summary of activity in your account(s) for the month of November 2024 and the list of FDIC-insured institution(s) that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through IntraFi Cash Service. Funds in your deposit accounts at the FDIC-insured institutions at which your funds have been placed will be "deposits," as defined by federal law.

#### Summary of Accounts

Account ID	Deposit Option	Interest Rate	Opening Balance	Ending Balance
*****554	Demand	4.9738%	\$29,718,070.86	\$29,840,913.07
<b>TOTAL</b>			<b>\$29,718,070.86</b>	<b>\$29,840,913.07</b>

**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*554  
Account Title: Goleta Sanitary District



**Account Summary - Demand**

Statement Period	11/1-11/30/2024	Average Daily Balance	\$29,723,237.79
Previous Period Ending Balance	\$29,718,070.86	Interest Rate at End of Statement Period	4.9738%
Total Program Deposits	1,109.16	Annual Percentage Yield Earned	5.10%
Total Program Withdrawals	(0.00)	YTD Interest Paid	419,870.15
Interest Capitalized	121,733.05		
<b>Current Period Ending Balance</b>	<b>\$29,840,913.07</b>		

**Account Transaction Detail**

Date	Activity Type	Amount	Balance
11/01/2024	Deposit	\$1,109.16	\$29,719,180.02
11/29/2024	Interest Capitalization	121,733.05	29,840,913.07

**Summary of Balances as of November 30, 2024**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Amerant Bank, N.A.	Coral Gables, FL	22953	\$248,011.74
American Business Bank	Los Angeles, CA	34788	248,011.74
Ameris Bank	Atlanta, GA	20504	247,986.39
BOKF, National Association	Tulsa, OK	4214	248,011.74
Banc of California	Los Angeles, CA	24045	248,011.74
Bangor Savings Bank	Bangor, ME	18408	248,011.74
Bank 7	Oklahoma City, OK	4147	248,011.74
Bank of Charles Town	Charles Town, WV	9023	247,927.85
Bank of Colorado	Fort Collins, CO	16980	248,011.74
Bank of Idaho	Idaho Falls, ID	26403	248,011.74
Bank of New Hampshire	Laconia, NH	18012	248,011.74
Bank of Pontiac	Pontiac, IL	16982	248,011.74
Bank of the Bluegrass and Trust Co.	Lexington, KY	21161	247,691.21
BankUnited	Miami Lakes, FL	58979	248,011.74
Banner Bank	Walla Walla, WA	28489	248,011.74
Bell Bank	Fargo, ND	19581	248,011.74
Benchmark Community Bank	Kenbridge, VA	20484	248,011.74
Bradesco Bank	Coral Gables, FL	21265	247,828.26
Bremer Bank, National Association	South St. Paul, MN	12923	248,011.74
Busey Bank	Champaign, IL	16450	248,011.74
CIBC Bank USA	Chicago, IL	33306	248,011.74
Cape Cod 5	Hyannis, MA	23287	248,011.74
Cathay Bank	Los Angeles, CA	18503	248,011.74
Cedar Rapids Bank and Trust Company	Cedar Rapids, IA	57244	248,011.74
Central National Bank	Waco, TX	22396	248,011.74

**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*554

Account Title: Goleta Sanitary District

**Summary of Balances as of November 30, 2024**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Citizens Bank, National Association	Providence, RI	57957	248,011.74
Citizens First Bank	Clinton, IA	35477	248,011.74
City National Bank of Florida	Miami, FL	20234	248,011.74
Colony Bank	Fitzgerald, GA	22257	248,011.74
Columbia Bank	Fair Lawn, NJ	28834	248,011.74
Comerica Bank	Dallas, TX	983	607.18
Comerica Bank	Dallas, TX	983	247,404.56
Community State Bank	Ankeny, IA	18272	248,011.74
Dime Community Bank	Hauppauge, NY	6976	248,011.74
East West Bank	Pasadena, CA	31628	248,011.74
Farmers National Bank of Danville	Danville, KY	2740	248,011.74
First Bank	Creve Coeur, MO	12229	248,011.74
First Bank Chicago	Highland Park, IL	17470	248,011.74
First Commonwealth Bank	Indiana, PA	7468	248,011.74
First Foundation Bank	Irvine, CA	58647	248,011.74
First Internet Bank of Indiana	Fishers, IN	34607	248,011.74
First Interstate Bank	Billings, MT	1105	248,011.74
First Merchants Bank	Muncie, IN	4365	248,011.74
First National Bank of Michigan	Kalamazoo, MI	58259	248,011.74
First Utah Bank	Salt Lake City, UT	22738	248,011.74
First-Citizens Bank & Trust Company	Raleigh, NC	11063	248,011.74
Flagstar Bank, N.A.	Hickville, NY	32541	248,011.74
Fulton Bank, N.A.	Lancaster, PA	7551	248,011.74
Guaranty Bank	Springfield, MO	58892	248,011.74
Gulf Coast Bank and Trust Company	New Orleans, LA	32974	248,011.74
HTLF Bank	Broomfield, CO	58458	248,011.74
Hanover Community Bank	Mineola, NY	58675	248,011.74
HomeStreet Bank	Seattle, WA	32489	80,146.02
INB	Springfield, IL	3664	248,011.74
INTRUST Bank NA	Wichita, KS	4799	248,011.74
Independent Bank	Ionia, MI	27811	248,011.74
Independent Bank	Mckinney, TX	3076	248,011.74
Inwood National Bank	Dallas, TX	19080	248,011.74
Johnson Bank	Racine, WI	20296	248,011.74
KeyBank National Association	Cleveland, OH	17534	248,011.74
Liberty National Bank	Lawton, OK	11522	248,011.74
MVB Bank, Inc	Fairmont, WV	34603	248,011.74
Mascoma Bank	Lebanon, NH	18013	248,011.74
Merchants National Bank	Hillsboro, OH	6605	248,011.74

**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*554  
Account Title: Goleta Sanitary District



**Summary of Balances as of November 30, 2024**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
MidFirst Bank	Oklahoma City, OK	4063	248,011.74
Middletown Valley Bank	Middletown, MD	14017	248,011.74
Midwest BankCentre	St. Louis, MO	1058	248,011.74
Modern Bank, National Association	New York, NY	22398	248,011.74
Northeast Bank	Lewiston, ME	19690	248,011.74
Northwest Bank	Warren, PA	28178	248,011.74
Oakstar Bank	Springfield, MO	58115	248,011.74
Old National Bank	Evansville, IN	3832	248,011.74
Outdoor Bank	Manhattan, KS	17685	248,011.74
Parkway Bank and Trust Company	Harwood Heights, IL	19008	248,011.74
Peoples National Bank, N.A.	Mt. Vernon, IL	3809	248,011.74
Petefish, Skiles & Co.	Virginia, IL	10829	247,983.28
Pinnacle Bank	Omaha, NE	10634	248,011.74
Pinnacle Bank	Keene, TX	20231	248,011.74
Pinnacle Bank	Nashville, TN	35583	248,011.74
Pinnacle Bank - Wyoming	Cody, WY	2232	248,011.74
Planters Bank, Inc.	Hopkinsville, KY	34254	248,011.74
Preferred Bank	Los Angeles, CA	33539	248,011.74
Premier Bank	Youngstown, OH	29845	248,011.74
Primis Bank	Mclean, VA	57968	248,011.74
Provident Bank	Jersey City, NJ	12010	248,011.74
Raymond James Bank	St. Petersburg, FL	33893	248,011.74
Regent Bank	Nowata, OK	4160	248,011.74
Sandy Spring Bank	Olney, MD	4865	248,011.74
Seacoast National Bank	Stuart, FL	131	248,011.74
Security First Bank	Rapid City, SD	5415	248,011.74
Simmons Bank	Pine Bluff, AR	3890	248,011.74
Southern Bank	Poplar Bluff, MO	28332	248,011.74
Southside Bank	Tyler, TX	18297	248,011.70
Stifel Bank	St. Louis, MO	57358	248,011.74
Summit State Bank	Santa Rosa, CA	32203	248,011.74
Sunflower Bank NA	Salina, KS	4767	248,011.74
Susser Bank	Arlington, TX	34885	248,011.74
Synovus Bank	Columbus, GA	873	248,011.74
Texas Capital Bank	Dallas, TX	34383	248,011.74
Texas Partners Bank	San Antonio, TX	58581	248,011.74
The Camden National Bank	Camden, ME	4255	248,011.74
The Farmers & Merchants State Bank	Archbold, OH	5969	248,011.74
The Huntington National Bank	Columbus, OH	6560	248,011.74

**DETAILED ACCOUNT OVERVIEW**

Account ID: \*\*\*\*\*554

Account Title: Goleta Sanitary District

**Summary of Balances as of November 30, 2024**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
The Middlefield Banking Company	Middlefield, OH	13716	248,011.74
The State Bank	Fenton, MI	11406	248,011.74
The Stephenson Natl Bank and Trust	Marinette, WI	5306	248,011.74
Titan Bank, N.A.	Mineral Wells, TX	3225	248,011.74
Town Bank, N.A.	Hartland, WI	34717	248,011.74
Tradition Capital Bank	Edina, MN	58057	248,011.74
TriState Capital Bank	Pittsburgh, PA	58457	248,011.74
Truist Bank	Charlotte, NC	9846	248,011.74
Umpqua Bank	Roseburg, OR	17266	248,011.74
UniBank for Savings	Whitinsville, MA	90290	248,011.74
United Bank	Fairfax, VA	22858	248,011.74
United Community Bank	Greenville, SC	16889	248,011.74
United Fidelity Bank, fsb	Evansville, IN	29566	248,011.74
Valley National Bank	Morristown, NJ	9396	248,011.74
Washington Federal Bank	Seattle, WA	28088	248,011.74
WesBanco Bank, Inc.	Wheeling, WV	803	248,011.74
West Bank	West Des Moines, IA	15614	248,011.74
Western Alliance Bank	Phoenix, AZ	57512	248,011.74
Wilmington Savings Fund Society, FSB	Wilmington, DE	17838	248,011.74



# Summary Statement

November 30, 2024

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Investor ID: CA-01-0030

0000029-0000120 PDF 719226

**Goleta Sanitary District  
1 William Moffett Place  
Goleta, CA 93117**

## California CLASS

### California CLASS

Average Monthly Yield: 4.8272%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CA-01-0030-0001	Goleta Sanitary District	5,579,188.26	0.00	0.00	22,075.54	265,443.30	5,580,659.96	5,601,263.80
<b>TOTAL</b>		<b>5,579,188.26</b>	<b>0.00</b>	<b>0.00</b>	<b>22,075.54</b>	<b>265,443.30</b>	<b>5,580,659.96</b>	<b>5,601,263.80</b>



Account Statement

November 30, 2024

Page 2 of 3

Account Number: CA-01-0030-0001

Goleta Sanitary District

Account Summary

Average Monthly Yield: 4.8272%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	5,579,188.26	0.00	0.00	22,075.54	265,443.30	5,580,659.96	5,601,263.80

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2024	Beginning Balance			5,579,188.26	
11/30/2024	Income Dividend Reinvestment	22,075.54			
11/30/2024	Ending Balance			5,601,263.80	



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
11/01/2024	0.000408285	4.9809%
11/02/2024	0.000000000	4.9811%
11/03/2024	0.000000000	4.9811%
11/04/2024	0.000135703	4.9667%
11/05/2024	0.000135184	4.9477%
11/06/2024	0.000135069	4.9435%
11/07/2024	0.000134830	4.9348%
11/08/2024	0.000535748	4.9021%
11/09/2024	0.000000000	4.9021%
11/10/2024	0.000000000	4.9021%
11/11/2024	0.000000000	4.9021%
11/12/2024	0.000131497	4.8128%
11/13/2024	0.000130787	4.7868%
11/14/2024	0.000130528	4.7773%
11/15/2024	0.000390777	4.7675%
11/16/2024	0.000000000	4.7675%
11/17/2024	0.000000000	4.7675%
11/18/2024	0.000129960	4.7566%
11/19/2024	0.000130003	4.7581%
11/20/2024	0.000130052	4.7599%
11/21/2024	0.000129860	4.7529%
11/22/2024	0.000389985	4.7578%
11/23/2024	0.000000000	4.7578%
11/24/2024	0.000000000	4.7578%
11/25/2024	0.000129849	4.7525%
11/26/2024	0.000129620	4.7441%
11/27/2024	0.000259470	4.7483%
11/28/2024	0.000000000	4.7483%
11/29/2024	0.000259558	4.7499%
11/30/2024	0.000000000	4.7499%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



# Performance Update

MultiFund

Quoted performance data represents past performance. Past performance does not guarantee nor predict future performance. Current performance may be lower or higher than the performance data quoted. Please keep in mind that double-digit returns are highly unusual and cannot be sustained.

Variable products are sold by prospectus. Consider the investment objectives, risks, charges, and expenses of the variable product and its underlying investment options carefully before investing. The prospectus contains this and other information about the variable product and its underlying investment options. Please review the prospectus available online for additional information. Read it carefully before investing.

Investment return and principal value of an investment will fluctuate so that an investor's unit values, when redeemed, may be worth more or less than their original cost.

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options	Inception Date	Change from Previous Day 12/02/2024	YTD as of 12/02/2024	YTD as of 11/29/2024	1 Mo as of 11/29/2024	3 Mo as of 11/29/2024	Average Annual Total Return (%) as of 11/29/2024					
							1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
<b>Maximum Capital Appreciation</b>												
DWS Alternative Asset Allocation VIP Portfolio - Class B <sup>1, 2, 3, 4, 5</sup>	MCA	02/02/2009	-0.60	7.24	7.89	2.13	2.59	10.31	2.08	4.08	2.00	3.86
LVIP Baron Growth Opportunities Fund - Service Class <sup>8, 9</sup>	MCA	10/01/1998	-0.31	10.32	10.66	6.64	5.04	17.62	-0.33	8.33	9.02	10.33
LVIP Franklin Templeton Multi-Factor Emerging Markets Equity Fund - Service Class <sup>1, 7, 9</sup>	MCA	06/18/2008	0.31	8.99	8.66	-2.06	-0.59	12.46	2.03	3.41	1.20	2.08
LVIP Macquarie SMID Cap Core Fund - Service Class <sup>8, 9, 17</sup>	MCA	07/12/1991	-0.17	22.43	22.65	9.61	10.66	33.95	7.79	10.10	9.08	9.01
LVIP SSGA Small-Cap Index Fund - Service Class <sup>8, 9, 22</sup>	MCA	04/18/1986	-0.02	19.79	19.81	10.84	9.72	34.26	3.25	8.09	7.26	6.64

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 12/02/2024	YTD as of 12/02/2024	YTD as of 11/29/2024	1 Mo as of 11/29/2024	3 Mo as of 11/29/2024	Average Annual Total Return (%) as of 11/29/2024				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP T. Rowe Price Structured Mid-Cap Growth Fund - Service Class <sup>8,9</sup>	MCA	02/03/1994	-0.13	30.42	30.59	13.00	17.78	39.12	5.60	11.60	11.30	7.23
<b>Long Term Growth</b>												
American Funds Global Growth Fund - Class 2 <sup>1</sup>	LTG	04/30/1997	0.63	16.03	15.30	2.42	0.39	21.06	2.36	10.00	9.62	8.93
American Funds Growth Fund - Class 2	LTG	02/08/1984	0.79	33.18	32.14	8.26	12.02	40.50	8.30	18.70	15.52	12.29
American Funds International Fund - Class 2 <sup>1</sup>	LTG	05/01/1990	0.42	7.73	7.28	0.02	-3.78	13.08	-0.52	1.97	3.04	6.04
Fidelity® VIP Contrafund® Portfolio - Service Class 2	LTG	01/03/1995	0.52	35.21	34.51	5.38	6.55	39.52	9.64	16.54	12.35	10.88
Fidelity® VIP Growth Portfolio - Service Class 2	LTG	10/09/1986	0.69	31.84	30.94	4.47	5.65	37.24	9.91	18.68	15.23	10.30
LVIP BlackRock Real Estate Fund - Service Class <sup>1, 8, 9, 13, 14</sup>	LTG	04/30/2007	-1.22	6.29	7.60	2.44	-0.01	17.93	-3.78	0.81	2.13	0.77
LVIP Dimensional U.S. Core Equity 1 Fund - Service Class <sup>9</sup>	LTG	12/28/1981	0.13	25.02	24.86	6.84	7.59	32.15	9.80	13.46	10.77	9.74
LVIP Macquarie Mid Cap Value Fund - Service Class <sup>8, 9, 17</sup>	LTG	12/28/1981	-0.51	21.23	21.85	6.81	7.62	30.63	8.79	9.70	8.66	10.04
LVIP Mondrian International Value Fund - Service Class <sup>1, 9</sup>	LTG	05/01/1991	-0.32	5.91	6.25	-1.01	-5.69	11.28	5.15	3.54	2.74	4.97
LVIP SSGA International Index Fund - Service Class <sup>1, 9, 22, 23</sup>	LTG	04/30/2008	0.14	5.27	5.13	-0.29	-5.32	10.87	2.65	4.42	3.55	1.70
LVIP SSGA S&P 500 Index Fund - Service Class <sup>9, 22, 24</sup>	LTG	05/01/2000	0.25	26.67	26.35	5.74	6.76	31.93	9.80	14.05	11.68	6.35
LVIP Vanguard Domestic Equity ETF Fund - Service Class <sup>3, 4</sup>	LTG	04/29/2011	0.16	24.87	24.68	6.36	7.13	31.04	8.80	13.27	11.01	11.17

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 12/02/2024	YTD as of 12/02/2024	YTD as of 11/29/2024	1 Mo as of 11/29/2024	3 Mo as of 11/29/2024	Average Annual Total Return (%) as of 11/29/2024				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP Vanguard International Equity ETF Fund - Service Class <sup>1, 3, 4</sup>	LTG	04/29/2011	0.19	6.02	5.82	-0.42	-3.09	11.17	0.89	3.89	3.55	2.85
Macquarie VIP Small Cap Value Series - Service Class <sup>8, 17</sup>	LTG	12/27/1993	-0.19	19.78	20.01	9.30	8.61	31.87	6.02	8.36	7.24	8.99
MFS® VIT Utilities Series - Service Class <sup>13</sup>	LTG	01/03/1995	-1.94	17.42	19.74	3.31	5.94	23.23	7.20	6.99	5.54	9.44
<b>Growth and Income</b>												
American Funds Growth-Income Fund - Class 2	GI	02/08/1984	0.25	24.97	24.66	4.20	5.30	31.12	10.58	12.81	11.09	10.32
Fidelity® VIP Freedom 2020 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/26/2005	0.22	9.32	9.08	1.61	0.51	13.63	0.92	4.82	4.85	5.17
Fidelity® VIP Freedom 2025 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/26/2005	0.30	10.62	10.30	1.82	0.66	15.14	1.43	5.54	5.39	5.72
Fidelity® VIP Freedom 2030 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/26/2005	0.29	11.66	11.34	2.01	0.81	16.53	2.01	6.38	6.14	6.06
Fidelity® VIP Freedom 2035 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/08/2009	0.34	13.61	13.23	2.21	1.01	18.69	3.08	7.86	7.12	10.12
Fidelity® VIP Freedom 2040 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/08/2009	0.38	16.04	15.59	2.55	1.32	21.44	4.36	9.23	7.81	10.66
Fidelity® VIP Freedom 2045 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/08/2009	0.41	16.97	16.49	2.69	1.47	22.47	4.79	9.49	7.94	10.81
Fidelity® VIP Freedom 2050 Portfolio <sup>SM</sup> - Service Class 2 <sup>3, 6</sup>	GI	04/08/2009	0.42	16.94	16.46	2.67	1.42	22.48	4.77	9.48	7.93	10.89
LVIP JPMorgan Retirement Income Fund - Service Class <sup>2, 9, 17</sup>	GI	04/27/1983	0.10	9.07	8.96	2.02	1.36	13.29	1.46	3.28	3.06	6.06
LVIP Macquarie U.S. REIT Fund - Service Class <sup>8, 9, 13, 14, 17</sup>	GI	05/04/1998	-1.27	13.56	15.02	4.48	3.85	26.02	0.89	3.02	4.00	6.89

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 12/02/2024	YTD as of 12/02/2024	YTD as of 11/29/2024	1 Mo as of 11/29/2024	3 Mo as of 11/29/2024	Average Annual Total Return (%) as of 11/29/2024				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
<b>Investment Options</b>												
LVIP Macquarie Value Fund - Service Class <sup>9, 17</sup>	GI	07/28/1988	-0.47	13.78	14.31	5.27	4.12	19.94	6.31	6.61	6.67	7.52
LVIP Macquarie Wealth Builder Fund - Service Class <sup>2, 9, 17</sup>	GI	08/03/1987	-0.04	10.52	10.56	2.81	1.89	15.64	2.76	4.22	3.72	5.56
<b>Income</b>												
LVIP BlackRock Inflation Protected Bond Fund - Service Class <sup>1, 9, 12</sup>	I	04/30/2010	-0.02	2.37	2.38	0.60	0.30	4.12	0.05	1.52	0.89	1.27
LVIP Macquarie Bond Fund - Service Class <sup>9, 12, 17</sup>	I	12/28/1981	0.05	2.08	2.03	1.06	-0.30	6.10	-3.27	-0.98	0.36	5.61
LVIP Macquarie Diversified Floating Rate Fund - Service Class <sup>9, 12, 17, 18, 19</sup>	I	04/30/2010	0.04	4.49	4.45	0.53	1.18	5.09	2.50	1.39	0.88	0.69
LVIP Macquarie Diversified Income Fund - Service Class <sup>9, 12, 17</sup>	I	05/16/2003	0.06	2.50	2.43	1.13	-0.07	6.57	-2.98	-0.51	0.58	2.99
LVIP Macquarie High Yield Fund - Service Class <sup>9, 12, 20</sup>	I	07/28/1988	0.15	6.16	6.00	1.03	1.48	9.74	1.63	2.86	2.75	4.98
LVIP Mondrian Global Income Fund - Service Class <sup>1, 9, 10, 12</sup>	I	05/04/2009	-0.02	-2.99	-2.98	1.00	-1.81	2.28	-5.99	-3.76	-1.45	0.36
LVIP SSGA Bond Index Fund - Service Class <sup>9, 12, 22</sup>	I	04/30/2008	0.04	1.64	1.60	0.92	-0.53	5.23	-3.50	-1.55	-0.05	1.12
PIMCO VIT Total Return Portfolio - Administrative Class <sup>7, 12</sup>	I	12/31/1997	0.11	3.27	3.15	1.14	-0.22	7.09	-2.85	-0.77	0.62	3.35
<b>Preservation of Capital</b>												
LVIP Government Money Market Fund - Service Class <sup>9, 16</sup>	PC	01/07/1982	0.02	3.39	3.37	0.26	0.83	3.70	2.28	1.01	0.28	2.49
<b>Risk Managed - Asset Allocation</b>												

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options	Inception Date	Change from Previous Day 12/02/2024	YTD as of 12/02/2024	YTD as of 11/29/2024	1 Mo as of 11/29/2024	3 Mo as of 11/29/2024	Average Annual Total Return (%) as of 11/29/2024					
							1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
LVIP Global Conservative Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	0.06	9.44	9.37	2.90	2.07	14.26	0.17	2.40	2.64	3.98
LVIP Global Growth Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	0.08	13.52	13.43	3.51	2.81	19.06	1.58	3.92	3.35	4.01
LVIP Global Moderate Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	0.07	12.29	12.21	3.30	2.70	17.46	1.15	3.37	3.04	4.07
LVIP SSGA Global Tactical Allocation Managed Volatility Fund - Service Class <sup>1, 2, 3, 9, 11</sup>	RMAA	05/03/2005	0.12	11.83	11.69	2.68	2.15	16.86	2.83	4.89	3.34	3.55
<b>Asset Allocation</b>												
Fidelity® VIP Freedom 2055 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 7</sup>	AsA	04/11/2019	0.40	17.01	16.54	2.71	1.48	22.49	4.78	9.49	N/A	9.69
Fidelity® VIP Freedom 2060 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 7</sup>	AsA	04/11/2019	0.41	16.93	16.46	2.68	1.43	22.46	4.77	9.50	N/A	9.70
LVIP BlackRock Global Allocation Fund - Service Class <sup>1, 2, 9</sup>	AsA	04/26/2019	0.05	11.20	11.15	2.92	1.76	15.88	2.24	5.94	N/A	6.18
LVIP T. Rowe Price 2020 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	0.10	10.47	10.37	2.54	1.88	15.08	1.84	5.15	4.20	3.68
LVIP T. Rowe Price 2030 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	0.10	12.72	12.61	3.08	2.27	18.01	2.83	6.73	4.97	4.09
LVIP T. Rowe Price 2040 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	0.11	16.08	15.95	3.79	2.99	21.95	4.60	8.64	5.97	4.38
LVIP T. Rowe Price 2050 Fund - Service Class <sup>3, 6, 9</sup>	AsA	04/29/2011	0.11	17.46	17.34	4.06	3.31	23.49	5.33	9.33	6.58	5.74

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 12/02/2024	YTD as of 12/02/2024	YTD as of 11/29/2024	1 Mo as of 11/29/2024	3 Mo as of 11/29/2024	Average Annual Total Return (%) as of 11/29/2024				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP T. Rowe Price 2060 Fund - Service Class <sup>3, 6, 9</sup>	AsA	04/30/2020	0.11	17.57	17.45	4.09	3.31	23.63	5.42	N/A	N/A	13.17
<b>Risk Managed - US Large Cap</b>												
LVIP BlackRock Dividend Value Managed Volatility Fund - Service Class <sup>9, 10, 11</sup>	RMUSL	02/03/1994	-0.61	17.20	17.92	4.83	3.85	23.65	9.16	8.90	6.53	6.72
LVIP Blended Large Cap Growth Managed Volatility Fund - Service Class <sup>9, 10, 11</sup>	RMUSL	02/03/1994	0.81	29.97	28.93	5.86	7.67	34.82	8.50	14.88	10.10	7.44
<b>Risk Managed - US Mid Cap</b>												
LVIP Blended Mid Cap Managed Volatility Fund - Service Class <sup>8, 9, 10, 11</sup>	RMUSM	05/01/2001	-0.17	25.37	25.59	11.40	13.74	31.80	4.05	9.54	8.60	4.82
LVIP JPMorgan Select Mid Cap Value Managed Volatility Fund - Service Class <sup>8, 9, 10, 11</sup>	RMUSM	05/01/2001	-0.59	21.84	22.57	7.29	8.02	29.89	8.88	9.84	5.80	6.31
<b>Risk Managed - Global/International</b>												
LVIP Franklin Templeton Global Equity Managed Volatility Fund - Service Class <sup>1, 9, 10, 11</sup>	RMGI	08/01/1985	-0.07	15.99	16.07	3.55	2.61	21.53	6.90	9.11	4.84	6.79
LVIP SSGA International Managed Volatility Fund - Service Class <sup>1, 3, 9, 11</sup>	RMGI	12/31/2013	0.13	4.76	4.62	-0.34	-5.34	10.28	1.44	1.87	1.42	1.00
<b>ESG/Socially Conscious</b>												
AB VPS Sustainable Global Thematic Portfolio - Class B <sup>1</sup>	ESC	01/11/1996	0.02	10.43	10.40	1.99	-1.08	16.62	-2.39	9.38	8.62	5.53
LVIP Macquarie Social Awareness Fund - Service Class <sup>9, 17, 21</sup>	ESC	05/02/1988	0.17	23.24	23.04	5.90	7.05	29.75	9.09	13.61	10.69	9.95

# Performance Update

\* These returns are measured from the inception date of the fund and predate its availability as an investment option in the variable annuity (separate account). This hypothetical representation depicts how the investment option would have performed had the fund been available in the variable annuity during the time period. It includes deductions for the M&E charge and the contract administrative fee. If selected above, the cost for the i4LIFE® Advantage feature or a death benefit will be reflected. The cost for other riders with quarterly charges is not reflected. No surrender charge and no annual contract charge is reflected.

**Risk disclosure(s):** The following summarizes some of the risks associated with the underlying funds available for investment. For risks specific to each investment option, please see each fund's prospectus.

## 1: International

Investing internationally involves risks not associated with investing solely in the United States, such as currency fluctuation, political or regulatory risk, currency exchange rate changes, differences in accounting and the limited availability of information.

## 2: Asset Allocation Portfolios

Asset allocation does not ensure a profit, nor protect against loss in a declining market.

## 3: Fund of funds

Each fund is operated as a fund of funds that invests primarily in one or more other funds, rather than in individual securities. A fund of this nature may be more expensive than other investment options because it has additional levels of expenses. From time to time, the Fund's advisor may modify the asset allocation to the underlying funds and may add new funds. A Fund's actual allocation may vary from the target strategic allocation at any point in time. Additionally, the Fund's advisor may directly manage assets of the underlying funds for a variety of purposes.

## 4: Exchange-traded funds

Exchange-traded funds (ETFs) in this lineup are available through collective trusts or mutual funds. Investors cannot invest directly in an ETF.

## 5: Alternative Funds

Certain funds (sometimes called "alternative funds") expect to invest in (or may invest in some) positions that emphasize alternative investment strategies and/or nontraditional asset classes and, as a result, are subject to the risk factors of those asset classes and/or investment strategies. Some of those risks may include general economic risk, geopolitical risk, commodity-price volatility, counterparty and settlement risk, currency risk, derivatives risk, emerging markets risk, foreign securities risk, high-yield bond exposure, index investing risk, exchange-traded notes risk, industry concentration risk, leveraging risk, real estate investment risk, master limited partnership risk, master limited partnership tax risk, energy infrastructure companies risk, sector risk, short sale risk, direct investment risk, hard assets sector risk, active trading and "overlay" risks, event-driven investing risk, global macro strategies risk, temporary defensive positions and large cash positions. If you are considering investing in alternative investment funds, you should ensure that you understand the complex investment strategies sometimes employed and be prepared to tolerate the risks of such asset classes. For a complete list of risks, as well as a discussion of risk and investment strategies, please refer to the fund's prospectus. The fund may invest in derivatives, including futures, options, forwards and swaps. Investments in derivatives may cause the fund's losses to be greater than if it invested only in conventional securities and can cause the fund to be more volatile. Derivatives involve risks different from, or possibly greater than, the risks associated with other investments. The fund's use of derivatives may cause the fund's investment returns to be impacted by the performance of securities the fund does not own and may result in the fund's total investment exposure exceeding the value of its portfolio.

## 6: Target-date funds

The target date is the approximate date when investors plan to retire or start withdrawing their money. Some target-date funds make no changes in asset allocation after the target date is reached; other target-date funds continue to make asset allocation changes following the target date. (See the prospectus for the funds allocation strategy.) The principal value is not guaranteed at any time, including at the target

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date. An asset allocation strategy does not guarantee performance or protect against investment losses. A "fund of funds" may be more expensive than other types of investment options because it has additional levels of expenses.

## 7: Emerging Markets

Investing in emerging markets can be riskier than investing in well-established foreign markets. International investing involves special risks not found in domestic investing, including increased political, social and economic instability, all of which are magnified in emerging markets.

## 8: Small & Mid Cap

Funds that invest in small and/or midsize company stocks may be more volatile and involve greater risk, particularly in the short term, than those investing in larger, more established companies.

## 9: Manager of managers funds

Subject to approval of the fund's board, Lincoln Financial Investments Corporation (LFI) has the right to engage or terminate a subadvisor at any time, without a shareholder vote, based on an exemptive order from the Securities and Exchange Commission. LFI is responsible for overseeing all subadvisors for funds relying on this exemptive order.

## 10: Multimanager

For those LVIP funds that employ a multimanager structure, Lincoln Financial Investments Corporation (LFI) is responsible for overseeing the subadvisor(s). While the investment styles employed by the fund's subadvisors are intended to be complementary, they may not, in fact, be complementary, they may not, in fact, be complementary. A multimanager approach may result in more exposure to certain types of securities risks and in higher portfolio turnover.

## 11: Managed Volatility Strategy

The fund's managed volatility strategy is not a guarantee, and the fund's shareholders may experience losses. The fund employs hedging strategies designed to reduce overall portfolio volatility. The use of these hedging strategies may limit the upside participation of the fund in rising equity markets relative to unhedged funds, and the effectiveness of such strategies may be impacted during periods of rapid or extreme market events.

## 12: Bonds

The return of principal in bond funds is not guaranteed. Bond funds have the same interest rate, inflation, credit, duration, prepayment and market risks that are associated with the underlying bonds owned by the fund or account.

## 13: Sector Funds

Funds that target exposure to one region or industry may carry greater risk and higher volatility than more broadly diversified funds.

## 14: REIT

A real estate investment trust (REIT) involves risks such as refinancing, economic conditions in the real estate industry, declines in property values, dependency on real estate management, changes in property taxes, changes in interest rates and other risks associated with a portfolio that concentrates its investments in one sector or geographic region.

## 15: Risk Management Strategy

The fund's risk management strategy is not a guarantee, and the funds shareholders may experience losses. The fund employs hedging strategies designed to provide downside protection during sharp



# Performance Update

downward movements in equity markets. The use of these hedging strategies may limit the upside participation of the fund in rising equity markets relative to other unhedged funds, and the effectiveness of such strategies may be impacted during periods of rapid or extreme market events.

## 16: Money Market Funds

You can lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share (or, for the LVIP Government Money Market Fund, at \$10.00 per share), it cannot guarantee it will do so. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

## 17: Macquarie Investment Management

Investments in Macquarie VIP Series, Delaware Funds, Ivy Funds, LVIP Macquarie Funds or Lincoln Life accounts managed by Macquarie Investment Management Advisers, a series of Macquarie Investments Management Business Trust, are not and will not be deposits with or liabilities of Macquarie Bank Limited ABN 46008 583 542 and its holding companies, including their subsidiaries or related companies, and are subject to investment risk, including possible delays in prepayment and loss of income and capital invested. No Macquarie Group company guarantees or will guarantee the performance of the series or funds or accounts, the repayment of capital from the series or funds or account, or any particular rate of return.

## 18: Cash Management Funds

An investment in Cash Management Fund is not a bank deposit and is not insured or guaranteed by the FDIC or any other government agency. Although this option seeks to preserve the value of your investment, it is not managed to maintain a stable net asset value of \$1 per share and it is possible to lose money by investing in this investment option.

## 19: Floating rate funds

Floating rate funds should not be considered alternatives to CDs or money market funds and should not be considered as cash alternatives.

## 20: High-yield or mortgage-backed funds

High-yield funds may invest in high-yield or lower rated fixed income securities (junk bonds) or mortgage-backed securities with exposure to subprime mortgages, which may experience higher volatility and increased risk of nonpayment or default.

## 21: ESG

An environmental, social, governance (ESG) standards strategy (also referred to as engagement, green, impact, responsible, social aware, sustainable) generally prohibits investment in certain types of companies, industries and segments of the U.S. economy. Thus this strategy may (i) miss opportunities to invest in companies, industries or segments of the U.S. economy that are providing superior performance relative to the market as a whole and (ii) become invested in companies, industries and segments of the U.S. economy that are providing inferior performance relative to the market as a whole.

## 22: Index

An index is unmanaged, and one cannot invest directly in an index. Indices do not reflect the deduction of any fees.

## 23: MSCI

The fund described herein is indexed to an MSCI® index. It is not sponsored, endorsed, or promoted by MSCI®, and MSCI®; bears no liability with respect to any such fund or to an index on which a fund is based. The prospectus and statement of additional information contain a more detailed description of the limited relationship MSCI®; has with Lincoln Investment Advisors Corporation and any related funds.

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# Performance Update

MultiFund

## 24: S&P

The Index to which this fund is managed is a product of S&P Dow Jones Indices LLC (SPDJ) and has been licensed for use by one or more of the portfolio's service providers (licensee). Standard & Poor's®, and S&P®, S&P GSCI® and S&P 500® are registered trademarks of S&P Global, Inc. or its affiliates (S&P); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC (Dow Jones). The trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the licensee. The licensee's products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, or their third party licensors, and none of these parties or their respective affiliates or third party licensors make any representation regarding the advisability of investing in such products, nor do they have liability for any errors, omissions, or interruptions of the Index.

## Important Disclosures

Variable products are issued by The Lincoln National Life Insurance Company, Fort Wayne, IN, distributed by Lincoln Financial Distributors, Inc., and offered by broker/dealers with an effective selling agreement. The Lincoln National Life Insurance Company is not authorized nor does it solicit business in the state of New York. **Contractual obligations are backed by the claims-paying ability of The Lincoln National Life Insurance Company.**

Limitations and exclusions may apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.

## Asset Categories

MCA	= Maximum Capital Appreciation
LTG	= Long Term Growth
GI	= Growth and Income
I	= Income
PC	= Preservation of Capital
RMAA	= Risk Managed - Asset Allocation
AsA	= Asset Allocation
RMUSL	= Risk Managed - US Large Cap
RMUSM	= Risk Managed - US Mid Cap
RMGI	= Risk Managed - Global/International
ESC	= ESG/Socially Conscious

**DISTRICT  
CORRESPONDENCE**  
**Board Meeting of December 4, 2024**



**Date:**                      **Correspondence Sent To:**

1. 11/18/2024              Pat Geier  
ServiceMaster Anytime  
**Subject:** Notice Inviting Contractors and Vendors to be included in the Goleta Sanitary District Emergency Response Plan for Force Account Services  
  
Letters also sent to:  

- Michelle Beason, National Plant Services, Inc.
- Shane Alexander, Cushman Contracting Corporation
- Nicholas Brooks, United Rentals
- Gene Glassburner, Performance Pipeline Technologies, Inc.
- Brandon Toy, Sunbelt Rentals
- Alan Lash, Lash Construction, Inc.

2. 12/3/2024              Kaitlyn Earnest  
Susanne Elledge Planning & Permitting Services, Inc.  
**Subject:** Sewer Service Availability  
Sewer Service Connection for a proposed project of 300 multi-family residences.  
  
APN 065-080-008 at 5050 Hollister Ave., APN 065-080-024 at 5052 Hollister Ave., APN 065-080-009, Goleta, CA 93111  
**Owner:** Montessori Center School at Santa Barbara

3. 12/3/2024              Kaitlyn Earnest  
Susanne Elledge Planning & Permitting Services, Inc.  
**Subject:** Sewer Service Availability  
Sewer Service Connection for a proposed project of 97,000 SF mini-storage facility  
  
APN 073-080-001 AT 30 S. La Patera Ln., Goleta, CA 93117  
**Owner:** La Patera Investors, LP

**Date:**                      **Correspondence Received From:**

1. 11/27/2024              Air Pollution Control District  
Santa Barbara County  
David Harris, Division Manager  
Engineering Division  
**Subject:** Notice of Final Permit to Operate 08561–R11

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