

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/86342574220?pwd=lje3519DyMj7mNcu7mP9iPaOELrgev.1>

Meeting ID: 863 4257 4220

Passcode: 470630

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

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

One William Moffett Place
Goleta, California 93117

December 16, 2024

CALL TO ORDER: 6:30 p.m.

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 Special Meeting of December 4, 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 72 hours in advance of the meeting.

BUSINESS:

1. CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH BHI MANAGEMENT CONSULTING FOR PREPARATION OF 2030 STRATEGIC PLAN
(Board may take action on this item.)
2. CONSIDERATION OF NEW ASSET MANAGEMENT SOFTWARE, MOBILEMMS, PROVIDED BY WEBSOFT DEVELOPERS, INC.
(Board may take action on this item.)
3. CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR NUTRIENT MANAGEMENT STUDY
(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 Director at least 3 hours prior to the meeting by telephone at (805) 967-4519 or by email at info@goletasanitary.org.

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

MINUTES

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

December 4, 2024

Prior to the Call to Order, the oath of office was taken by Dean Nevins for a 4-year term in Division 1, Edward Fuller for a 4-year term in Division 4, and Jonathan S. Frye for a 4-year term in Division 5, as the newly appointed members of the District Governing Board. Rob Mangus, as Board Secretary, administered the oath.

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

OTHERS PRESENT:

Tom Evans, Director, Goleta Water District (via Zoom)

APPROVAL OF MINUTES:

Director Nevins made a motion, seconded by Director Frye, to approve the minutes of the Regular Board meeting of 11/18/2024. The motion carried by the following vote:

(24/12/2276)

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 24 hours in advance of the meeting.

PUBLIC COMMENTS:

None

BUSINESS:

1. PRESENTATION ON MICROGRID COST/BENEFIT ANALYSIS AND FUNDING OPPORTUNITIES
Mr. Wagner began the staff report and introduced Bryan Lisk (via Zoom), James Ferro, and Allison Boaz of Hazen and Sawyer who gave a report on the re-examination of the 2018 Microgrid proforma. The PowerPoint presentation to the Board was for information only at this time, no Board action was taken.

2. REPORT ON MOLEAER NANOBUBBLE GENERATOR LEASE AGREEMENT
Mr. Wagner gave the staff report to the Board, this update was for information only, no Board action was taken.

3. CONSIDERATION OF PROFESSIONAL AGREEMENT WITH BHI MANAGEMENT CONSULTING FOR PREPARATION OF 2030 STRATEGIC PLAN
Mr. Wagner gave the staff report. The Board requested a final edited copy of the professional services agreement be brought back for consideration.

4. GENERAL MANAGER'S REPORT
Mr. Wagner gave the report.

5. LEGAL COUNSEL'S REPORT
No report.

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

Director Smith – No Report.

Director Frye – No Report.

Director Nevins – No Report.

Director Majoewsky – No Report.

7. PRESIDENT'S REPORT
President Fuller – No Report.

8. ITEMS FOR FUTURE MEETINGS
No Board action was taken to return with an item.

9. CORRESPONDENCE

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

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

Director Majoewsky made a motion, seconded by Director Nevins, to ratify and approve the claims, for the period 11/19/2024 to 12/04/2024 as follows:

Running Expense Fund #4640	\$	432,157.00
Capital Reserve Fund #4650	\$	61,822.94
Depreciation Replacement Reserve Fund #4655	\$	3,704.29

The motion carried by the following vote:

(24/12/2277)

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

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:25 p.m.

ATTEST

Edward Fuller
Governing Board President

Robert O. Mangus, Jr.
Governing Board Secretary

AGENDA ITEM #1

AGENDA ITEM: 1

MEETING DATE: December 16, 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 five 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 five-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.

On December 4, 2024 staff presented a draft professional services agreement with BHI for this effort. The Board directed staff to return with a revised final version of the agreement for further consideration. A copy of the revised agreement 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 any changes it wishes to make.

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 16th 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 strategic plan 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 strategic planning 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 16, 2024 to April 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

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 D. Wagner, P.E., General Manager/District Engineer, Goleta Sanitary District, Brent H. Ives, Principal, BHI Management Consulting.

3.3.5 District's Representative. The District hereby designates Steve D. Wagner, P.E., General Manager/District Engineer, 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 Brent H. Ives, 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 activities 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 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The District, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional

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

3.4 Termination of Agreement.

3.4.1.1 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.

3.4.1.2 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.

3.4.1.3 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.

3.5 Indemnification.

3.5.1 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 General Provisions.

3.6.1 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.

3.6.2 Independent Contractors and Subcontracting.

3.6.2.1 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.

3.6.2.2 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.

3.6.3 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 D. 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.

3.6.4 Ownership of Materials and Confidentiality.

3.6.4.1 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.

3.6.4.2 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.

3.6.4.3 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.

3.6.4.4 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.

3.6.4.5 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.

3.6.4.6 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.

3.6.5 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.

3.6.6 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.

3.6.7 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.

3.6.8 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.

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

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

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

3.6.12 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.

3.6.13 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.

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

3.6.15 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.

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

3.6.17 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.

3.6.18 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.

3.6.19 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.

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

3.6.21 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

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

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			
Preparation and Reconnaissance	12	12	\$ 4,740.00	
Task 2 - Board Workshop	14	14	\$ 5,530.00	
Plan Documentation/Tone-Check Mtg.	20	20	\$ 7,900.00	
Sub-total	46	46	\$ 18,170.00	
ESTIMATED EXPENSES	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	
EXPENSE TOTALS				
GRAND TOTAL			\$19,770.00	

Authorization:

Steve Wagner, General Manager Date
Goleta Sanitary District
Goleta, CA

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

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, (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, (714) 593-7110. BHI is currently working with this large sanitation District (3rd 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, (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@sswd.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.

AGENDA ITEM #2

AGENDA ITEM: 2

MEETING DATE: December 16, 2024

I. NATURE OF ITEM

Consideration of New Asset Management Software, MobileMMS, Provided by Websoft Developers, Inc.

II. BACKGROUND INFORMATION

The District utilizes an asset management program originally called Lucity before the company was purchased by CentralSquare in 2019. District managers use CentralSquare to schedule work orders and track both routine and ad hoc maintenance that is performed on assets within the Plant and Collection System.

Since the conversion to CentralSquare, there has been a substantial reduction in the quality of customer service received by the District. Another significant challenge associated with CentralSquare is the inability to check previous work performed on an asset without closing the current task and having to open a previous work order. Not being able to see the running history of service performed on assets has been a significant time-sink for staff. When coupled with CentralSquare's non-intuitive user interface and challenges surrounding mapping, these factors have led staff to seek out a new asset management provider.

Staff was provided with an initial presentation by Websoft Developers showcasing the capabilities of their asset management program, MobileMMS. MobileMMS provides a broad offering of services with simple, clean, and highly customizable user interfaces and forms. The program runs as a plugin to GIS, and data are securely stored in the Microsoft Azure cloud. Additionally, the company is committed to fast, high-quality customer service.

After the initial presentation, Websoft Developers deployed field trials of key software functionalities for managers of the Collections, Operations & Maintenance, and Administration departments. Key offerings by the MobileMMS platform which would benefit the District include:

- Access to live map view of assets, work orders, GIS data, parcels, and more
- Assets can have metadata including condition score, manuals, and photos
- Lines cleaning and televising scheduling and tracking
- Plant work order and preventative maintenance requests and scheduling
- Tracking and visualization of historical work performed on each asset
- Online permit applications and submittals for plan-check
- Automatic parcel database updates based on permit issuance
- Water meter data upload and calculation of fixed charges for tax roll

- Integration of user spreadsheets for data tracking and visualization
- Customer inquiry/complaint portal
- Automated Underground Service Alert responses through DigAlert
- Customizable dashboards for managers to track work progress

A table showing the District's current procedures and the proposed MobileMMS services is included in this report for reference.

Websoft Developers has over 200 clients in California, including Montecito Sanitary District, Ojai Valley Sanitary District, and Los Angeles County Sanitation Districts. References have indicated that Websoft Developers is responsive to customer support requests and quick to add new features that are requested by users.

III. COMMENTS AND RECOMMENDATIONS

The current cost of the CentralSquare license is \$8,145 annually, with additional soft costs of hosting on District servers and GIS licensing.

Websoft Developers calculate their annual fee based on population served by the District. Staff negotiated the fee based on the District's collection system spanning the Eastern Goleta Valley and the treatment of wastewater from the broader region. The attached preliminary proposal from Websoft Developers outlines the scope of potential services that MobileMMS can offer the District for the annual fee of \$49,000. There is also an onboarding fee of \$49,000 during the first year of deployment for the integration and customization of existing data and forms in the MobileMMS platform. The costs of the MobileMMS services will be allocated proportionally to the Collections, Operations & Maintenance, and Administration departments.

Staff recommends the Board authorize the General Manager to enter into a professional services agreement with Websoft Developers, subject to further negotiation and refinement of scope, for an amount not to exceed \$98,000 in the first year and \$49,000 annually in subsequent years for an initial term of three years. A Professional Services Agreement will be brought to the Board for consideration at a future meeting.

IV. REFERENCE MATERIALS

Table of Current Operations and MobileMMS Services

Websoft Developers Quotation Dated 11/18/2024

Comparison of Current District Operations and MobileMMS Services

Category	Task	Current Procedure	MobileMMS Services
Collections	Lines Cleaning and Televising, Root Foaming and Cutting, Manhole Inspections	Work Orders are generated monthly in Central Square by Managers and stay open until all lines within the area are completed.	<ul style="list-style-type: none"> * Automatically generate one Work Order per line or one Work Order per basin with each line as a sub-task. * Dynamically track condition and improve cleaning schedules using AI. * Link CCTV inspections to associated video for field retrieval. * Create forms to perform targeted inspections on items such as manhole/cleanouts.
Collections	Priority Cleaning Program	Priority line cleaning is tracked in an Excel sheet.	<ul style="list-style-type: none"> * Dedicated priority lines cleaning Work Orders will be scheduled with customizable frequency and line-specific notes * This feature includes ability to schedule any asset in the system for any activity. The collections master schedule will accommodate any SSMP required activity.
Collections	Horizontal Asset Repairs, Point Creation and Modification, Condition Assessment	Repairs and new assets are tracked in an excel spreadsheet, which is then provided to GIS consultant for integration into GIS database. Updates are then uploaded into CentralSquare, but many fields are static.	<ul style="list-style-type: none"> * Repairs and new asset integration will be tracked in the MobileMMS program, and Work Orders can be issued to GIS consultant to edit associated attributes in main GIS database, including asset condition scores. If authorized, updates and new condition scores can be pushed to the GIS database by MobileMMS users. * Labor/Equipment/Parts costs tracked associated with asset to determine need for repair/replacement.
Lift Station	Inspections and Maintenance	Staff follows a list of inspection actions and mark complete at end of inspection.	<ul style="list-style-type: none"> * Inspection fillable form with checkboxes will ensure all tasks are being completed satisfactorily, and maintenance requests can be generated within the MobileMMS interface. Ability to upload photos to inspection report as well. * Automatic generation of work requests based on inspection responses
Generators	Inspections and Maintenance	Work Orders are generated in Central Square and inspection results are recorded manually.	<ul style="list-style-type: none"> * Generator inspections documented in configurable form * Air Quality Management report auto generation
Plant Operations	Preventative Maintenance Scheduling and Work Order Tracking	Work Orders are generated in Central Square by Managers and assigned to individuals.	<ul style="list-style-type: none"> Same work flow, but with full customizability of Work Order forms, required due dates, email reminders, preventative maintenance schedules, escalation, routing, and assignment. * Full facilities maintenance asset representation and maintenance request scheduling capability
Plant Operations	Targeted Inspections (volt/amp)	Parameters are tracked by hand in a notebook or in Excel, making data analysis time-consuming	<ul style="list-style-type: none"> * Parameters are entered during routine maintenance/inspections and are tied to each asset within the database. Customized tables and charts can be embedded in Managers' dashboards for ease of analysis * Additional inspection forms can be created to track unique items like ohm readings on motors.
Plant Operations	Maintenance History Tracking	Managers cannot view Work Order history by asset, and considerable time is spent looking up prior work performed	<ul style="list-style-type: none"> * Work and modifications are tied to each asset, so full history will show when selecting an asset, and can be loaded into each Work Order if desired * Costs tracked on the per Work Order and per asset level to determine cost of ownership and aid in repair/replace decision making.

Comparison of Current District Operations and MobileMMS Services

Category	Task	Current Procedure	MobileMMS Services
Plant Operations	Maintenance Requests	Within Lucity, a user needs to locate an asset, create a Work Order, obtain manager approval and then the Work Order is delegated to the correct party. Due to the convoluted user interface, Operators are not using this feature.	<ul style="list-style-type: none"> * Streamlined Work Order request process with user-friendly interface. An automated maintenance request feature can be added into inspection forms, Work Orders, or other dashboards. * Configurable workflow will provide appropriate routing for each type of work request.
Plant Operations	Inventory Management	Inventory is tagged and stored near its service area. No inventory list is maintained, relying on institutional knowledge of staff.	<ul style="list-style-type: none"> * Complete asset representation of all field and plant assets with intuitive interface to decommission, add, and move assets. * Asset Management including cost of ownership, remaining useful life, inspection based lifetime estimates, recommended repair/replacement scheduling.
Fleet	Service Notification, Service Requests, Vehicle Inspections, Fuel Management, Mile/Time PMs	Vehicle inspections and maintenance are performed as needed and scheduled by managers	<ul style="list-style-type: none"> * PM scheduling based on various required programs (e.g., SMOG, Smoke, BIT, Crane). * Vehicle inspections * Driver notifications of required service * Simple driver-based service requests * Integration with vehicle management software
Admin	Permitting and Plan Checks	Paper permits are picked up by applicants at the District Office. Final signed permits are scanned to server and hard copies are filed at the District.	<ul style="list-style-type: none"> * Completely configured to accommodate entire permit process including application, plan checks, billing, inspections, ownership, warranty * Complete parcel history including permitting, service requests, inspections
Admin	Parcel Database and Tax Roll Management	Each new permit and annexed property is manually provided from Collections to Admin and added to the Parcel Database in Microsoft Access. Water meter data is entered manually for approximately 500 volumetric users. At the end of the tax year, the fixed sewer service charges are uploaded to the County website.	<ul style="list-style-type: none"> * New permits and annexations are automatically associated to the appropriate parcel within the MobileMMS database. Ability to upload water meter data and automate generation of fixed charges to upload to the County. * Complete tax history associated with each parcel as part of the customer management system.
Admin	Official Receipts/Notification	Paper receipts are provided for payment received at District Office	<ul style="list-style-type: none"> * As part of the permitting and other required processes, electronic receipts generated for all related transactions * Workflow will accommodate customer reminders and notification of items such as completed service requests.
Customer	Service Complaints	Questions and complaints are submitted via email or phone	<ul style="list-style-type: none"> * MobileMMS can provide service portal for customer requests via the District website * Staff entry of customer service complaints with automatic routing to appropriate resources.
Survey	GPS Data Point Collection	No GPS point collection	<ul style="list-style-type: none"> * Integration with survey-grade equipment for field asset verification and updating. This can be used for As-Built verification as well as updating of location information such as manholes/cleanouts. System will accommodate precision to sub-centimeter.
USA	USA with Positive Response	Email from DigAlert requiring manual reply with Electronic Positive Response	<ul style="list-style-type: none"> * Integration with DigAlert to provide near real-time integration of USA tickets with escalation of emergency tickets, autoresponse of renewal tickets, and positive response for completed tickets.

Comparison of Current District Operations and MobileMMS Services

Category	Task	Current Procedure	MobileMMS Services
All	Map Integration	Internal Viewer program provides access to GIS data, not integrated with Asset Management software	* MobileMMS program provides access to GIS data integrated with active and closed Work Orders, maintenance history, parcel database. * Ability for authorized field staff and administrative users to edit GIS information for real-time update.
All	Customized User Dashboard	Static dashboard in CentralSquare	* Complete dashboard that administrative users can configure for general use and each user can configure for their individual needs. Any feature in the system can be included within the dashboard with unlimited dashboard views for any user.
All	Third-Party Integration (e.g., Tableau)	No third-party integration	* Integration with third-party reporting tools such as Tableau, Power BI, ArcGIS Enterprise included with implementation cost.
All	User Spreadsheet Integration	No integration of spreadsheets	* Includes custom spreadsheet-reporting to mimic current reporting needs (e.g., Board reporting or state reports) as well as configuration of "one-off" reporting.
All	Quick Reports	No quick reports	* Grid views provide highly customizable reporting and saving of default and user-configurable data views based on any form field.
IWC	Fats, Oils & Grease Inspections	Manual Schedule	Future Deployment Opportunity Pricing includes future development.
IWC	SIU Permitting/Inspections	Manual Entry	Future Deployment Opportunity Pricing includes future development.
IWC	Sampling	Manual Schedule	Future Deployment Opportunity Pricing includes future development.
Admin	Time Management and Timecard Card Tracking	Springbrook	Future Deployment Opportunity Pricing includes future development.
Laboratory	Laboratory and Regulatory Activities	Managed in Laboratory	Future Deployment Opportunity Pricing includes future development.



QUOTE

Websoft Developers, Inc.
2020 RESEARCH PARK DR STE 140
DAVIS, California 95618-6150

TOTAL \$98,000.00

Goleta Sanitary District

Attn: Steve Wagner

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Quote # Q-100139

Quote Date 11/18/2024

Expiry Date 01/18/2025

Subject :

Goleta San: MobileMMS Quotation

We have a new mailing address:

PO Box 4008

Davis, CA 95617

#	ITEM & DESCRIPTION	AMOUNT
MobileMMS Licensing		
1	Includes yearly hosted software license for MobileMMS software with unlimited access for all agency-related wastewater tasks. Pricing is based on a service population of approximately 45,000.	\$49,000.00 1.00 x 49,000.00
MobileMMS Implementation		
2	<p>Full implementation for all agency collection system tasks. We will convert all existing data sources and publish the agency's GIS on our ArcGIS server platform. We will meet on site every month with additional interim monthly web-based meetings. The attached feature list show a sample of the work that will be included in this implementation.</p> <ul style="list-style-type: none"> * GIS integration and display of all relevant data sources on a web-based system * Conversion of any existing data sources. This specifically includes all activities, workflows, and historical data included within the Lucity and tax-roll databases * Activities to be defined * Reporting <ul style="list-style-type: none"> - Use of ad-hoc reporting tools - Development of 10 customized reports or Excel datasets for management analysis * Training for system use and administrative management <p>This implementation cost includes any future modifications for included activities.</p>	\$49,000.00 1.00 x 49,000.00

Sub Total	98,000.00
Total	\$98,000.00

Billing inquiries should be made to: Manoj Desai at (530) 759-8754 ext. 210 or ar@websoftdev.com

Terms & Conditions

Recurring yearly fees will be billed annually with 1 initial payment. Initially implementation fee will be billed upon project initiation. Annual renewal will be billed automatically unless customer cancels services 30 days prior to renewal date. Renewal rates will include an annual increase equal of 5%. This increase will be waived with a 3 year or longer contract.

AGENDA ITEM #3

AGENDA ITEM: 3

MEETING DATE: December 16, 2024

V. NATURE OF ITEM

Consideration of Professional Services Agreement with Hazen and Sawyer for Nutrient Management Study

VI. BACKGROUND INFORMATION

In many places around the country, wastewater treatment plants are required to remove nutrients, such as nitrogen or phosphorus, to prevent eutrophication in the receiving water body. In California, effluent nutrient limits were established for dischargers to the Sacramento-San Joaquin River Delta over a decade ago. Most recently effluent nitrogen limits were established for dischargers to the San Francisco Bay following two harmful algal blooms in 2022 and 2023. The State Water Resources Control Board (SWRCB) is now considering regulating nutrient discharges to the ocean from wastewater treatment plants along the central and southern coast of California. The concern is that the nutrients discharged from wastewater treatment plants are exacerbating and accelerating ocean acidification and oxygen loss in coastal waters, which have a negative impact on marine life.

To stay ahead of anticipated regulations, the District intends to conduct a nutrient management study for the treatment plant to better understand what alternatives exist for nutrient removal and how they could be incorporated at the District. The results of this analysis will provide information for capital planning and next steps for the District should effluent nutrient limits be implemented in a future permit.

VII. COMMENTS AND RECOMMENDATIONS

Staff requested a proposal from Hazen and Sawyer (Hazen) to perform a nutrient management study at the District. Hazen has extensive experience helping clients with similar nutrient management strategies throughout the Bay Area and in Southern California. Their national expertise also includes guiding utilities through nutrient removal programs in New York's Long Island Sound and the Chesapeake Bay.

The attached proposal outlines the proposed scope of work, including data evaluation, alternatives assessment, conceptual layouts, cost estimates, meetings, and a technical memorandum summarizing findings. The total not to exceed cost including expenses for this effort is \$124,870. Staff recommends the Board authorize the General Manager to execute the attached professional services agreement with Hazen and Sawyer in an amount not to exceed \$124,870 subject to approval as to form by legal counsel.

VIII. REFERENCE MATERIAL

Professional Services Agreement with Hazen and Sawyer for Nutrient Management Study

**GOLETA SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 16th 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 Hazen and Sawyer with its principal place of business at 4011 WestChase Boulevard, Suite 500, Raleigh, NC 27607 ("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 nutrient management study 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 nutrient management study 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 16, 2024 to July 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 **One Hundred Twenty-Four Thousand Eight Hundred Seventy dollars (\$124,870)** 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 D. Wagner, P.E., General Manager/District Engineer, Goleta Sanitary District, Rion Merlo, Associate Vice President & West Region Wastewater Practice Leader, Hazen and Sawyer.

3.3.5 District's Representative. The District hereby designates Steve D. Wagner, P.E., General Manager/District Engineer, 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 Rion Merlo, Associate Vice President & West Region Wastewater Practice Leader, 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 activities 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 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

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

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

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

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

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

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

(A) Commercial General Liability: (1) Additional Insured: The District, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude

"contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the District except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

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

3.3.11.11 Additional Insurance Provisions

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

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

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

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

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

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

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

3.4 Termination of Agreement.

3.4.1.1 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.

3.4.1.2 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.

3.4.1.3 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.

3.5 Indemnification.

3.5.1 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 General Provisions.

3.6.1 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.

3.6.2 Independent Contractors and Subcontracting.

3.6.2.1 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.

3.6.2.2 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.

3.6.3 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: Hazen and Sawyer
2300 Clayton Road, Suite 1250
Concord, CA 94520
ATTN: Rion Merlo

District: Goleta Sanitary District

One William Moffett Place
Goleta, CA 93117
ATTN: Steve D. 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.

3.6.4 Ownership of Materials and Confidentiality.

3.6.4.1 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.

3.6.4.2 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.

3.6.4.3 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.

3.6.4.4 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.

3.6.4.5 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.

3.6.4.6 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.

3.6.5 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.

3.6.6 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.

3.6.7 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.

3.6.8 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.

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

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

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

3.6.12 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.

3.6.13 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.

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

3.6.15 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.

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

3.6.17 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.

3.6.18 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.

3.6.19 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.

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

3.6.21 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
HAZEN AND SAWYER**

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

HAZEN AND SAWYER

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:

Rion Merlo

By: _____

Its:

Printed Name:

**EXHIBIT "A"
PROPOSAL**



Hazen and Sawyer
2300 Clayton Road, Suite 1250
Concord, CA 94520 • 925.332.4401

December 3, 2024

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

Re: Nutrient Management Study Proposal

Dear Mr. Wagner,

Hazen and Sawyer (Hazen) is pleased to submit this proposal to provide professional engineering services for a nutrient management study to the Goleta Sanitary District (GSD or District). The District completed a substantial upgrade in 2013 to provide full secondary treatment with biofilters followed by activated sludge aeration basins and secondary clarifiers. A portion of the secondary effluent is diverted for recycled water production, while the remaining effluent is treated in chlorine contact tanks prior to discharge through the facility’s outfall in the Pacific Ocean. The existing secondary treatment system produces a high-quality effluent but is designed for carbon removal only; no nutrient removal is performed.

In many places around the country, wastewater treatment plants are required to remove nutrients, such as nitrogen or phosphorus, to prevent eutrophication in the receiving water body. In California, effluent nutrient limits were established for dischargers to the Sacramento-San Joaquin River Delta over a decade ago. Most recently effluent nitrogen limits were established for dischargers to the San Francisco Bay following two harmful algal blooms in 2022 and 2023. It is understood that the State Water Resources Control Board (SWRCB) is now considering regulating nutrient discharges to the ocean from wastewater treatment plants along the central and southern coast of California. The concern is that the nutrients discharged from wastewater treatment plants are exacerbating and accelerating ocean acidification and oxygen loss in coastal waters, which have a negative impact on marine life. For this reason, GSD intends to conduct a nutrient management study for its Water Resource Recovery Facility (WRRF) to better understand what alternatives exist for nutrient removal and how they could be incorporated at the WRRF. The results of this analysis will provide information for capital planning and next steps for GSD should effluent nutrient limits be implemented in a future permit.

Hazen has extensive experience helping clients with similar nutrient management strategies throughout the Bay Area and in Southern California. Our national expertise also includes guiding utilities through nutrient removal programs in New York’s Long Island Sound and the Chesapeake Bay. Hazen and GSD have worked together on numerous projects in the past. We understand your expectations and goals for this Project and look forward to helping you chart a course forward with respect to nutrient removal.

1. Introduction

The objective of the proposed scope of work is to evaluate alternatives for nutrient removal at the District's WRRF. The professional services proposed include:

- Review and evaluation of requested historical plant data and reports
- Identify and screen alternatives to provide nutrient removal
- Evaluate alternatives and develop conceptual layouts and cost estimates
- Conduct virtual meetings with GSD staff to review results
- Prepare a technical memorandum summarizing findings and recommendations

2. Scope of Services

TASK 1 Project Management and Quality Assurance/Quality Control

Hazen will coordinate with GSD throughout the project. This task includes project set up, project invoicing, and quality assurance/quality control (QA/QC) review of work products. As part of this task, the Project Manager ("PM") shall communicate progress through monthly reports to GSD.

TASK 2 Data Review and Process Model Update

2.1 – Review of Historical Plant Data and Prior Studies

Hazen will review available documentation, reports, and data to summarize GSD's current operation. Work with GSD to develop a planning horizon for the Project and assumptions for flow and loading projections. The information to be provided by GSD and reviewed by Hazen includes but is not limited to:

- Five years of historical process data
- Record drawings and design criteria for the existing secondary treatment system
- Prior master plans or capacity evaluations for the existing secondary treatment system
- Local planning projections for population growth within the service area

2.2 – Site Visit

Hazen will coordinate a visit to the WRRF for up to two people to tour the site.

2.3 – Process Model Update

Hazen has previously worked with GSD to develop a process model. Historical data reviewed as part of Task 2.1 will be used to develop an updated process model.

2.4 – Meeting 1

Hazen will conduct a virtual meeting with GSD to review recent historical data and establish assumptions for the planning horizon and flow and loading projections. This meeting will also include a discussion of screening criteria to be utilized for the alternatives screening evaluation.

TASK 3 Identification and Screening of Treatment Alternatives

Task 3.1 – Alternatives Screening

Hazen will identify process alternatives and technologies for nutrient removal to be evaluated utilizing screening criteria, updated process model, and information from technology vendors. Hazen will perform high-level evaluation of potential alternatives and screen them for feasibility and fatal flaws. Hazen will use the model to perform steady state process modeling and/or utilize information from technology providers to determine planning level footprints, operational requirements, and nutrient removal performance, as well as develop conceptual site layouts for each alternative.

Process alternatives should include at a minimum:

- Modified Ludzack-Ettinger (MLE)
- Multi-stage Bardenpho
- Granular Sludge Processes (Nereda etc.)
- Membrane Bioreactor (MBR)
- Membrane Aerated Biofilm Reactor (MABR) Technologies

Task 3.2 – Meeting 2

Hazen will review screening evaluation results in a virtual meeting with GSD. Identify up to two alternatives to be carried forward for further evaluation.

TASK 4 Evaluation of Treatment Alternatives

4.1 – Alternatives Evaluation

Based on results of screening task, Hazen will further refine up to two alternative treatment trains.

4.2 – Cost Estimating

Hazen will develop conceptual costs (Class 5) for up to two alternatives. Cost estimates will be based on vendor information and similar projects. An estimate of select operating costs (e.g., energy, chemicals) will also be provided.

4.3 – Meeting 3

Hazen will conduct virtual workshop with GSD to review findings from alternatives refinement evaluation and review recommendations.

4.4 – Technical Memorandum

Hazen will prepare a technical memorandum summarizing the findings and conclusions from the evaluation. A draft and final technical memorandum will be provided. Comments to the draft technical memorandum received from GSD will be addressed in the final technical memorandum.

3. Summary of Deliverables, Schedule, and Assumptions

Deliverables associated with this scope of work include:

- Delivery of meeting presentation slides for Meetings 1, 2, and 3
- Preparation of a draft and final technical memorandum

The project is expected to be completed within nine months of the notice to proceed (NTP).

4. Cost of Services

The total not to exceed fee for this project is \$124,870. Table 1 on the following page provides the fee for each Task associated with this scope of work.

We appreciate the opportunity to submit this proposal to GSD. The Hazen team looks forward to using our technical expertise to help GSD perform this nutrient management study and be prepared for potential future nutrient regulations.

Please contact Kaitlin McGovern-Zhou at kmcgovern@hazenandsawyer.com or 628-242-0047 if you have any questions or comments about any aspect of this proposal.

Sincerely,



Kaitlin McGovern-Zhou, PE
Project Manager



Rion Merlo, Ph.D., PE, PMP
Project Director



Hazen and Sawyer
 2300 Clayton Road, Suite 1250
 Concord, CA 94520 • 925.332.4401

Hazen	PIC	PM	QA/QC	Modeling Lead	Cost Estimator	Assistant Engineer	Labor Hours	ODCs	Total
	\$305	\$215	\$300	\$300	\$300	\$180			
Task	Merlo	McGovern-Zhou	Sharpe	Mayer	Portner				
Task 1 - Project Management	8	48	16				72		\$ 17,560
Task 2 - Data Review and Model Update									
Data Review	2	16				40	58		\$ 11,250
Site Visit	4	8					12	\$ 1,000	\$ 3,940
Model Update				40			40		\$ 12,000
Virtual Meeting 1	2	4				4	10		\$ 2,190
Task 3 - Screen Alternatives									
Screening Evaluation	10	40		40		60	150		\$ 34,450
Virtual Meeting 2	2	4				4	10		\$ 2,190
Task 4 - Evaluate Alternatives									
Refine Alternatives	4	16		12		60	92		\$ 19,060
Cost Estimate					16		16		\$ 4,800
Virtual Meeting 3	2	4				4	10		\$ 2,190
Draft TM	4	12				40	56		\$ 11,000
Final TM	4	4				12	20		\$ 4,240
Total	42	156	16	92	16	224	546	\$ 1,000	\$ 124,870

Table 1: Fee Estimate

GENERAL MANAGER'S REPORT

GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT

The following summary report describes the District's activities from December 5, 2024, through December 16, 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 Walnut Lane and Del Monaco Drive. 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 Walnut Lane and San Simeon Drive. Staff has also been conducting priority CCTV inspections throughout the District.

ANDERSON LN SEWER MAIN EXTENSION

Construction is finishing on the sewer main extension for the Anderson Lane project.

The extension will connect to the District's existing sewer main on Shoreline Drive. 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 this project is building 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.

GOLETA HOLIDAY PARADE

Collections staff decorated the Vactor combination sewer cleaning truck along with a pickup truck and trailer for the District's participation in the Goleta Holiday parade in Old Town on December 7, 2024. Twenty-three District staff and family members participated in the parade.

ONE YEAR WITH NO SEWER SPILLS

As of December 5, 2024, the District has gone 1 year without a sewer spill from the collection system.

2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT

Plant flows for the month of December, 2024 have averaged 5.39 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 first concrete wall was poured on November 27, 2024. The forms were removed and are being placed for the next wall to be poured.

Goleta West Sanitary District (GWSD) staff, a team from Xylem, and Tierra Construction will be on site this week to start the inspections of GWSD 18in and 24in lines.

Operations disassembled the Nanobubbler, and Moleaer has been notified that they can pick it up. Maintenance is working on fixing the valve that controls the fire sprinkler 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 16, 2024, shown below, are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 1,376,378
Investment Accounts (including interest earned):	<u>\$ 35,697,341</u>
Total District Funds:	\$ 37,073,719

The following transactions are reported herein for the period 12/05/24 – 12/16/24

Regular, Overtime, Cash-outs, and Net Payroll:	\$ 155,452
Claims:	\$ 623,142
Total Expenditures:	\$ 778,594
Total Deposits:	\$ 27,955

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 – Previously reported.

LAIF Quarterly Report – Previously reported.

PMIA/LAIF Performance – November, 2024

PMIA Effective Yield – November, 2024

Community West Bank (CWB)

CWB Money Market and ICS Accounts – Previously reported.

CA-Class Investment Account

CA-Class Investment Account – Previously reported.

Deferred Compensation Accounts

CalPERS 457 Deferred Compensation Plan – Previously reported.

Lincoln 457 Deferred Compensation Plan – Previously reported.



PMIA/LAIF Performance Report as of 12/04/24



Quarterly Performance Quarter Ended 09/30/24

LAIF Apportionment Rate ⁽²⁾ :	4.71
LAIF Earnings Ratio ⁽²⁾ :	0.00012912073474208
LAIF Administrative Cost ^{(1)*} :	0.26
LAIF Fair Value Factor ⁽¹⁾ :	1.002061084
PMIA Daily ⁽¹⁾ :	4.58
PMIA Quarter to Date ⁽¹⁾ :	4.56
PMIA Average Life ⁽¹⁾ :	231

PMIA Average Monthly Effective Yields⁽¹⁾

November	4.477
October	4.518
September	4.575
August	4.579
July	4.516
June	4.480

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 10/31/24 \$155.9 billion

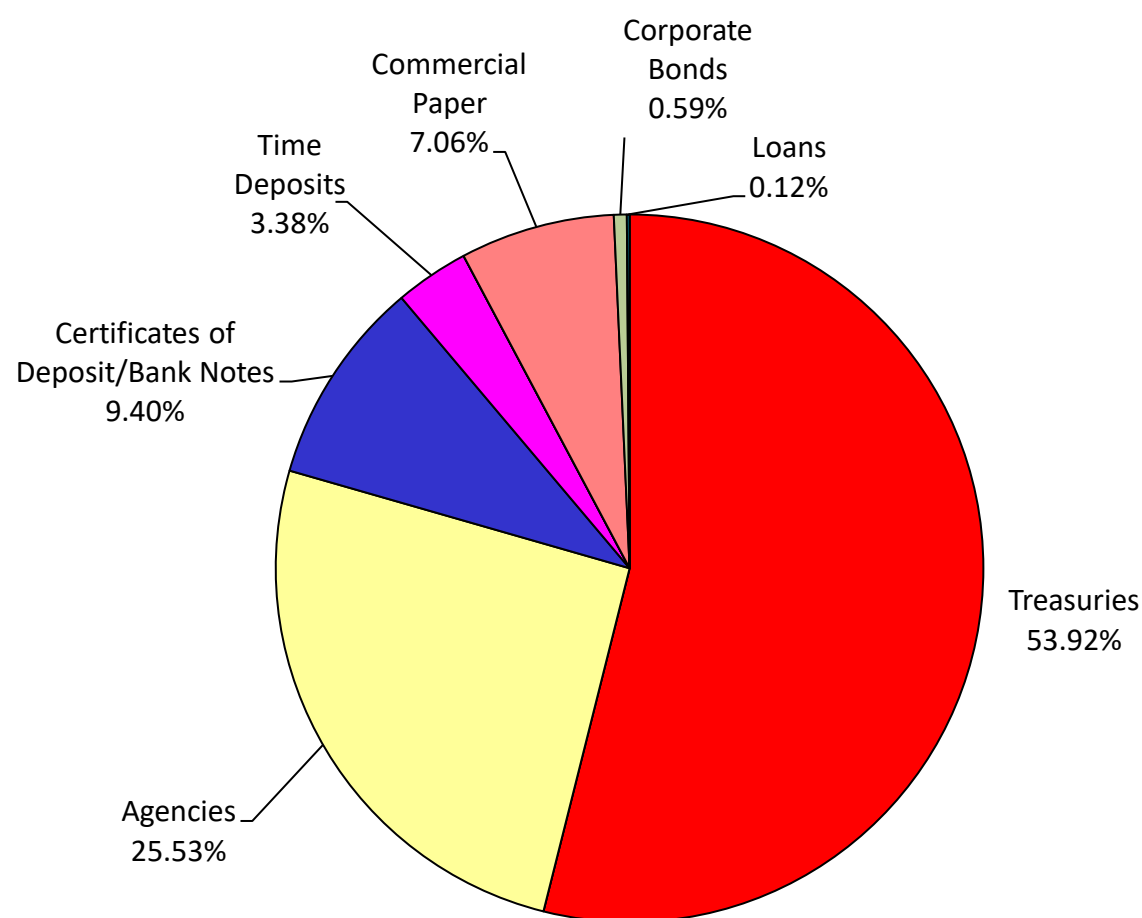


Chart does not include \$1,290,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

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

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

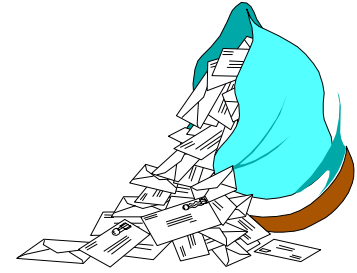
12/10/24

Max: 12.844

Min: 0.203

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685	0.620	0.576	0.540
2021	0.458	0.407	0.357	0.339	0.315	0.262	0.221	0.221	0.206	0.203	0.203	0.212
2022	0.234	0.278	0.365	0.523	0.684	0.861	1.090	1.276	1.513	1.772	2.007	2.173
2023	2.425	2.624	2.831	2.870	2.993	3.167	3.305	3.434	3.534	3.670	3.843	3.929
2024	4.012	4.122	4.232	4.272	4.332	4.480	4.516	4.579	4.575	4.518	4.477	

**DISTRICT
CORRESPONDENCE**
Board Meeting of December 16, 2024



Date:

Correspondence Sent To:

1. 12/10/2024

Heidi Jones

Meraki Land Use Consulting

Subject: Sewer Service Availability

Sewer Service Connection for a conversion of 4 existing commercial units to residential

APNs 071-270-008, 071-270-014, 071-270-017, and 071-270-018 at 5350 Hollister Ave., Goleta, CA 93111

Owners: William Broadhead and Hollister Investment, LLC

Date:

Correspondence Received From:

1. 12/16/2024

Clean Water SoCal

Subject: Semi-Annual Highlights Report

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