

# **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/81005764555?pwd=Vrefpo50W9wCww4WLPXWf0CLQaTyH6.1>

**Meeting ID: 810 0576 4555**

**Passcode: 519844**

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

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

One William Moffett Place  
Goleta, California 93117

February 19, 2025

**CALL TO ORDER:** 3:00 p.m.

**ROLL CALL OF MEMBERS**

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

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

The Board will consider approval of the Minutes of the Regular Meeting of February 3, 2025.

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

**POSTING OF AGENDA** – The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District’s web site 24 hours in advance of the meeting.

**BUSINESS:**

1. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH BOB MURRAY AND ASSOCIATES FOR RECRUITMENT OF AN ASSISTANT GENERAL MANAGER  
(Board may take action on this item.)
  
2. CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH WEBSOFT DEVELOPERS, INC. FOR ASSET MANAGEMENT SOFTWARE, MOBILEMMS  
(Board may take action on this item.)

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

***Any public records which are distributed less than 24 hours prior to this meeting to all, or a majority of all, of the District's Board members in connection with any agenda item (other than closed sessions) will be available for public inspection at the time of such distribution at the District's office located at One William Moffett Place, Goleta, California 93117.***

# MINUTES

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

February 3, 2025

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

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

**BOARD MEMBERS ABSENT:** None

**STAFF MEMBERS PRESENT:** Steve Wagner, General Manager/District Engineer, Rob Mangus, Finance Director/Board Secretary (via Zoom) and Laura Romano, Communications and Human Resources Manager, and Jeff Ferre, General Counsel (via Zoom)

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

**APPROVAL OF MINUTES:** Director Majoewsky made a motion, seconded by Director Nevins, to approve the minutes of the Regular Board meeting of 12/16/2024. The motion carried by the following vote:

(25/02/2292)

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

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

**PUBLIC COMMENTS:** None

**BUSINESS:**

1. **CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FOR PREPARATION OF A FEE AND SEWER RATE STUDY**  
Mr. Wagner gave the staff report.

Director Nevins made a motion, seconded by Director Majoewsky to approve the Professional Services Agreement with Raftelis for a Fee and Sewer Rate Study in an amount not to exceed \$71,132.00 and authorize the General Manager to execute the agreement.

The motion carried by the following vote:

(25/02/2293)

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

2. STATUS REPORT ON PUBLIC EDUCATION AND OUTREACH PROGRAM  
Mr. Wagner and Ms. Romano gave the staff report on this presentation item, no Board action was taken.
  
3. STATUS REPORT ON SUCCESSION PLANNING EFFORTS  
Mr. Wagner gave the staff report on this presentation item, no Board action was taken.
  
4. GENERAL MANAGER'S REPORT  
Mr. Wagner gave the report.
  
5. LEGAL COUNSEL'S REPORT  
Mr. Ferre reported on that the CASA Attorneys meeting will be held next Friday.
  
6. COMMITTEE/DIRECTORS' REPORTS AND APPROVAL/RATIFICATION OF DIRECTORS' ACTIVITIES

Director Fuller – Reported on the Public Education and Outreach Committee meeting he attended.

Director Frye – No report.

Director Nevins – Reported on the Goleta West Sanitary District meeting he attended.

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

7. PRESIDENT'S REPORT  
President Smith – No report.

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

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

Director Nevins made a motion, seconded by Director Fuller, to ratify and approve the claims, for the period 01/21/2025 to 02/03/2025 as follows:

Running Expense Fund #4640	\$	384,788.01
Capital Reserve Fund #4650	\$	472,223.73
Depreciation Replacement Reserve Fund #4655	\$	3,796.50
Retiree Health Insurance Sinking Fund #4660	\$	19,538.33

The motion carried by the following vote:

(25/02/2294)

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

### ADJOURNMENT

There being no further business, the meeting was adjourned at 8:10 p.m.

ATTEST

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Jerry D. Smith  
Governing Board President

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Robert O. Mangus, Jr.  
Governing Board Secretary



# **AGENDA ITEM #1**

**AGENDA ITEM: 1**

**MEETING DATE: February 19, 2025**

**I. NATURE OF ITEM**

Consideration of a Professional Services Agreement with Bob Murray & Associates for Recruitment of an Assistant General Manager

**II. BACKGROUND INFORMATION**

On October 21, 2024, the Board discussed the succession plan for the General Manager (GM) position, as the District's current GM, Steve Wagner, has shared his planned retirement date of Fall 2026. The Board elected to use the succession planning method that was used previously when the District's prior GM, Kamil Azoury, announced his planned retirement date. That process involved bringing on Mr. Wagner as Assistant General Manager (AGM) to be mentored by Mr. Azoury on all District operations over the course of 15 months.

The recruitment and selection of a qualified AGM is a critical step in the GM succession plan, the success of which depends largely on the District's ability to reach and attract qualified candidates. As such, the use of a professional recruiting firm to assist with the AGM recruitment is being recommended to increase the potential pool of qualified candidates.

A request for proposals (RFP) for the executive recruitment of an AGM was prepared and sent out on December 27, 2024 to six firms that have experience in providing recruitment services to public agencies similar to ours. The RFP was limited in scope as the selected firm is responsible for producing a recruitment flyer, identifying and recruiting qualified candidates, conducting initial screening interviews, and making recommendations to the District for candidates to invite to a second interview. The District will perform the subsequent interviews and candidate selection process in house.

The proposals were due on January 27, 2025 and were submitted by the following four firms.

1. Bob Murray & Associates
2. CPS HR Consulting
3. Peckham & McKenney Executive Search
4. Regional Government Services (RGS)

The rankings were based on a number of criteria as outlined in the attached RFP including: experience and expertise in special district government recruitments, experience with similar public sector and wastewater-related recruitments, expertise of the team members (experience and qualifications of the consulting team, particularly in

government and wastewater sectors), competitiveness of the pricing structure and overall value, measured successes in the sector with positive references, and a comprehensive and innovative recruitment strategy.

### **III. COMMENTS AND RECOMMENDATIONS**

Staff met to review and discuss the proposals and determined that Bob Murray & Associates was the most qualified based on the rankings of the proposals submitted. A copy of the proposal submitted by Bob Murray & Associates is included as an attachment to this report.

The total cost of recruitment services to be provided is \$23,000. This amount is within the median range of the other proposals. The team from Bob Murray & Associates who will perform the recruitment have a combined number of 85 years of experience in the public sector, and have each conducted numerous successful executive recruitments for similar positions. Bob Murray & Associates has a significant presence in public sector recruiting and has developed a large network of contacts that they can leverage to reach qualified candidates. The firm is also a member of the California Special Districts Association and is frequently used and recommended by other Districts.

A draft professional services agreement (PSA) has been prepared for this effort and is attached to this report. Staff recommends the Board authorize the GM to execute a PSA with Bob Murray & Associates in an amount not to exceed \$23,000 for the recruitment of an AGM subject to review by legal counsel.

### **IV. REFERENCE MATERIALS**

Request for Proposals for Assistant General Manager Recruitment

Bob Murray & Associates Proposal

Draft PSA with Bob Murray & Associates



## **Request for Proposal (RFP)**

### **Assistant General Manager Recruitment**

Issue Date: December 27, 2024

Proposal Due Date: January 27, 2025

#### **Introduction:**

The Goleta Sanitary District (GSD, or the District) is seeking proposals from qualified consulting firms to assist with the recruitment of an Assistant General Manager (AGM). The AGM will play a key role in supporting the General Manager (GM) in the overall operations of the District, with a focus on wastewater treatment, regulatory compliance, and public services. The District is hiring an AGM as part of its succession planning efforts for the GM position when the current GM retires in the fall of 2026.

#### **Objective**

The goal of this recruitment effort is to identify highly qualified candidates who possess the necessary leadership, technical expertise, and experience to not only successfully perform the duties of the AGM but to become a potential candidate for the GM position when the GM retires. The selected consulting firm will be responsible for identifying and recruiting qualified candidates, conducting screening interviews and delivering a list of the top-rated candidates for further consideration by GSD.

#### **Scope of Work**

The consulting firm will provide the following services:

- Review the existing Assistant General Manager job description, ensuring alignment with the District's current needs and best practices for similar positions in special districts.
- Develop a comprehensive recruitment strategy targeting both active and passive candidates.
- Prepare a flyer for position that highlights working at the District on the south coast of Santa Barbara County
- Leverage industry-specific job boards, networks, and other recruitment channels, with a focus on special districts, wastewater treatment, and government operations.
- Implement outreach to underrepresented and diverse groups to encourage inclusive applications.
- Source a pool of qualified candidates with specific experience in special district governments, and ideally, wastewater treatment or utilities management.
- Conduct initial screenings, including resume reviews, phone interviews, and reference checks.
- Provide a list of five (at the minimum) highly qualified candidates to the District for consideration.

#### **Desired Experience and Expertise**

- The consulting firm must demonstrate experience and expertise in the following areas:

- Special District Governments: Proven track record in recruiting for positions within special districts or other public agencies, with an understanding of local government structures and operations.
- Wastewater Treatment Plants: Preference will be given to firms with experience recruiting for wastewater treatment or utilities management positions, or candidates familiar with regulatory, environmental, and operational aspects of wastewater systems.
- Leadership Recruitment: Expertise in sourcing and selecting senior-level leaders who can balance technical knowledge with leadership and management skills.

### **Proposal Requirements**

- Interested firms must submit a proposal that includes the following:
- Company Overview:
- Description of the consulting firm, including experience with similar public sector and wastewater-related recruitments.
- Examples of recent recruitment efforts within special districts or similar agencies.
- Proposed approach to fulfilling the scope of work, including recruitment strategies, candidate sourcing methods, and timelines.
- Project plan with key milestones and deliverables.
- Team Members and Experience:
- Resume and qualifications of the consultants who will be involved in the recruitment, particularly those with experience in special districts or wastewater treatment plants.
- An example of a recent job flyer for a similar position.
- Breakdown of costs associated with each phase of the recruitment process (e.g., development of materials, candidate sourcing, interview coordination, etc.).
- Total project cost.
- References:
- At least three references from similar projects with public agencies or wastewater-related positions.

### **Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

- Relevant Experience: Demonstrated success in recruiting for similar positions within special districts or similar wastewater treatment agencies.
- Recruitment Strategy: Comprehensive and innovative approach to sourcing and evaluating candidates.
- Expertise of Team Members: Experience and qualifications of the consulting team, particularly in government and wastewater sectors.
- Cost: Competitiveness of the pricing structure and overall value.
- References and Past Success: Positive feedback and success stories from previous clients.

### **Proposal Submission Instructions**

Please submit your proposal electronically to [lromano@goletasanitary.org](mailto:lromano@goletasanitary.org) by 5:00pm on January 27, 2025. For any inquiries or additional information, please contact Laura Romano, Communications and HR Manager, 805-967-4519 x.128 or at the email above.

### **Terms and Conditions**

The Goleta Sanitary District reserves the right to accept or reject any proposal. The District may request additional information or clarification from any firm prior to making a final selection.

**GOLETA SANITARY DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 20th day of February, 2025, 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 Bob Murray & Associates, a corporation with its principal place of business at 1544 Eureka Rd. Suite 280, Roseville, California 95661 ("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 performing executive recruitments in the public sector, and is familiar with the plans of District.

**2.2 Project.**

District desires to engage Consultant to render such professional services for the executive recruitment of an Assistant General Manager 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 perform an executive recruitment for an Assistant General Manager 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 February 20, 2025, to June 30, 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 **twenty-three thousand dollars (\$23,000)** without written approval of the District Board or General Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to District a monthly invoice 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, and Yasmin Beers, Senior Executive Recruiter, Bob Murray & Associates.

3.3.5 District's Representative. The District hereby designates Steve D. Wagner, 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 Yasmin Beers, Senior Executive Recruiter, 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, as of the time and at the location the Services are provided. In providing the Services, Consultant may rely on all data and information provided by or on behalf of the District. 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.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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 from 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) Professional Liability (Errors & Omissions): (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) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) 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 reasonably acceptable to District), indemnify and hold the District, its officials, officers, employees, and volunteers free and harmless from 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, to the extent caused by the negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Consultant's Services, the Project or this Agreement. 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 3.6.2.2 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: Bob Murray & Associates  
1544 Eureka Rd., Suite 280  
Roseville, CA 95661  
ATTN: Yasmin Beers, Senior Executive Recruiter

District: Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117  
ATTN: Steve Wagner, 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, non-transferable, non-sublicensable 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 intended as a deliverable by Consultant 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 such deliverables, 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. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Consultant of any of its intellectual property, know-how or trade secrets.

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 and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, for any infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in the intended 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  
BOB MURRAY & ASSOCIATES**

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**

**BOB MURRAY & ASSOCIATES,**

*Approved By:*

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

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

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

Its: Senior Executive Recruiter  
Printed Name: Jasmin Beers

AND

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

Its: Chief Financial Officer

Printed Name: \_\_\_\_\_

**EXHIBIT "A"  
PROPOSAL**



**BOB MURRAY  
& ASSOCIATES**

*Experts In Executive Search*

**A Proposal to Conduct a Limited Scope (Outreach) Executive Recruitment**

**for the Position of**

**ASSISTANT GENERAL MANAGER**

**on behalf of the**



**GOLETA SANITARY**  
Water Resource Recovery District

*Protecting Public Health and the Environment*

1544 Eureka Road, Suite 280  
Roseville, CA 95661  
(916) 784-9080  
(916) 784-1985 fax

January 9, 2025

Mr. Steve Wagner, General Manager/District Engineer  
Goleta Sanitary District  
1 Moffett Place  
Goleta, CA 93117

Submitted via email to: [LRomano@GoletaSanitary.org](mailto:LRomano@GoletaSanitary.org)

Dear Mr. Wagner:

Bob Murray & Associates is pleased to submit a proposal to conduct a limited scope (outreach) recruitment for the **Assistant General Manager** recruitment on behalf of the Goleta Sanitary District. The scope of this recruitment will be detailed throughout the proposal and meets the requirements for every item listed on the RFP. Bob Murray and Associates specialize in recruiting executives within the sanitation, wastewater, and public works industries and our work with special districts is extensive.

This proposal details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget and timeline.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, special districts, and non-profit agencies. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the Goleta Sanitary District will match the criteria you have established, be a positive placement for your organization, and be outstanding in their field.

Current and recent Assistant General Manager, General Manager, and Executive Director placements within the sanitation, wastewater, and public works industries include the following:

2024

West Contra Costa Integrated Waste Management Authority (RecycleMore) (Executive Director) -  
*Current*

Calaveras Public Utilities District, CA (General Manager) - *Current*

Elsinore Valley Municipal Water District, CA (Assistant General Manager for Business Services)  
-*Current*

Midpeninsula Regional Open Space District (Land & Facilities Manager) – *Current*

Glenn-Colusa Irrigation District, CA (General Manager)

West Basin Municipal Water District, CA (Assistant General Manager) (limited scope)

Western Placer Waste Management Authority, CA (General Manager)

Resource Conservation District of the Santa Monica Mountains, CA (District Manager)

City of Petaluma, CA (Public Works Director)

City of Petaluma, CA (Director of Water Resources & Utilities)

City of Calistoga, CA (Fairgrounds Revitalization Director)

City of Newark, CA (Public Works Director)  
City of Belmont, CA (Public Works Director)  
City of Eugene, OR (Public Works Director)  
City and County of San Francisco, CA (Streets Division Director)  
City of San Ramon, CA (Public Works Director)  
City of Hayward, CA (Deputy Director of Public Works)  
California Water Data Consortium, CA (Chief Executive Officer)

### 2023

Kinneloa Irrigation District, CA (General Manager)  
Mountain House Community Services District, CA (Deputy General Manager)  
Nipomo Community Services District, CA (General Manager)  
City of Colton, CA (Electric Utilities Manager)  
City of Montebello, CA (Public Works Director)  
City of Montebello, CA (Assistant Director of Transportation)  
City of Vancouver, WA (Public Works Director)  
City of Watsonville, CA (Director of Public Works and Utilities)  
Coachella Valley Water District, CA (Assistant Director of Operations-Sanitation)  
Valley Water, CA (Chief Operating Officer-Watersheds)

### 2022

Azusa, CA (General Manager, Light & Water)  
Las Gallinas Valley Sanitary District, CA (General Manager)  
Monterey County Water Resources Agency, CA (General Manager)  
Oakdale Irrigation District, CA (General Manager)  
San Francisco, PUC (Assistant General Manager and CFO)  
Tamalpais Community Services District, CA (General Manager)  
Town of Discovery Bay Community Services District, CA (Assistant General Manager)  
West Basin Municipal Water District, CA (General Manager)  
City of Cupertino, CA (Public Works Director)  
City of Milpitas, CA (Public Works Director)  
City of Montebello, CA (Director of Transportation)  
City of Napa, CA (Deputy Director of Public Works) (Limited Scope)  
City of Orinda, CA (Public Works Director)  
City of Vacaville, CA (Public Works Director)  
Central Contra Costa County Solid Waste Authority dba RecycleSmart, CA (Executive Director)  
Santa Clarita Valley Water Agency, CA (Director of Water Resources)  
Valley Water, CA (Chief Operating Officer)

We work as a team on every search at Bob Murray & Associates. Your Executive Recruiter would be Yasmin Beers, Stephanie Dietz, or Stacey Stevenson, who would serve as the Project Lead. Each recruitment is also assigned a dedicated Recruiting Coordinator to help manage administrative details, logistics, and marketing. Together, they will ensure a seamless recruitment experience from beginning to end.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 14 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Valerie Gaeta Phillips". The signature is written in a cursive style.

Valerie Gaeta Phillips  
President, Bob Murray & Associates



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## THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive recruiting.

### STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the Goleta Sanitary District's needs will be key to a successful search. Yasmin Beers, Stephanie Dietz, or Stacey Stevenson will meet with the General Manager via Zoom to learn as much as possible about the ideal candidate for the Assistant General Manager position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the Goleta Sanitary District.

Ms. Beers, Ms. Dietz, or Ms. Stevenson will review and help define the District's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the District to identify expectations regarding education and experience. The General Manager and Ms. Beers, Ms. Dietz, or Ms. Stevenson will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

### STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Beers, Ms. Dietz, or Ms. Stevenson and your dedicated Recruitment Coordinator will use the candidate profile developed with the Goleta Sanitary District to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the Goleta Sanitary District that you feel best represent your organization and your community.

Upon your approval, Ms. Beers, Ms. Dietz, or Ms. Stevenson will send the brochure by email to a targeted audience, personally inviting potential candidates to apply for the Assistant General Manager position. We will also place the recruitment brochure on our [website](#), which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Ms. Beers, Ms. Dietz, or Ms. Stevenson will also design an effective five or six-week advertising campaign appropriate for the Assistant General Manager recruitment. Our broadest outreach comes through our active social media involvement on [LinkedIn](#) where upcoming and current positions are posted. Sources such as *Western City Magazine*, *PublicCEO*, and the *Careers in Government* website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Assistant General Manager field.

Suggested Assistant General Manager-specific advertising sources for the Goleta Sanitary District's search include:

- ▶ Association of California Water Agencies Air and
- ▶ Waste Management Association of Women in
- ▶ Water, Energy, and the Environment National
- ▶ Association of Clean Water Agencies California
- ▶ Association of Sanitation Agencies

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

#### *Reaching Diverse Candidates*

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Beers, Ms. Dietz, or Ms. Stevenson will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the Goleta Sanitary District, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences to be considered for the Assistant General Manager position.

### **STEP 3 RECRUIT CANDIDATES**

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Assistant General Manager recruitment.

### **STEP 4 SCREEN CANDIDATES**

Following the closing date for the recruitment, Ms. Beers, Ms. Dietz, or Ms. Stevenson will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and

Ms. Beers, Ms. Dietz, or Ms. Stevenson will discuss with the General Manager how the Goleta Sanitary District wishes to proceed with these candidates.

#### **STEP 5 CONDUCT PRELIMINARY INTERVIEWS**

Ms. Beers, Ms. Dietz, or Ms. Stevenson will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom.

#### **STEP 6 SEARCH PUBLIC RECORDS**

Under the direction of Ms. Beers, Ms. Dietz, or Ms. Stevenson, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Beers, Ms. Dietz, or Ms. Stevenson to any further detailed inquiries we may need to make before our recommendations are finalized.

#### **STEP 7 MAKE RECOMMENDATIONS**

Based on our findings during the preliminary interview process, Ms. Beers, Ms. Dietz, or Ms. Stevenson will meet with the General Manager via Zoom to recommend a limited number of candidates for your further consideration. Your Recruiter will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound PDF report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

## **COMPLETE ADMINISTRATIVE ASSISTANCE**

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the Goleta Sanitary District, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Beers, Ms. Dietz, or Ms. Stevenson will be available to the Goleta Sanitary District by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

## COSTS AND GUARANTEE

### PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the Assistant General Manager limited scope\* (outreach) recruitment on behalf of the Goleta Sanitary District is \$23,000. Services provided for in this fee consist of all steps outlined in this proposal. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project.

Professional Fees and Reimbursable Expenses	
<b>Professional Services (Fixed Flat Fee)</b>	\$23,000
<b>Reimbursable Expenses</b> <i>Example costs and approximate amounts include:</i> Brochure Design and Printing (\$1,275) included Advertising (\$2,700) included Consultant Travel (\$1,500) n/a Other expenses – supplies, shipping, clerical (\$875) included	\$0
<b>Not-to-Exceed Total</b>	\$23,000

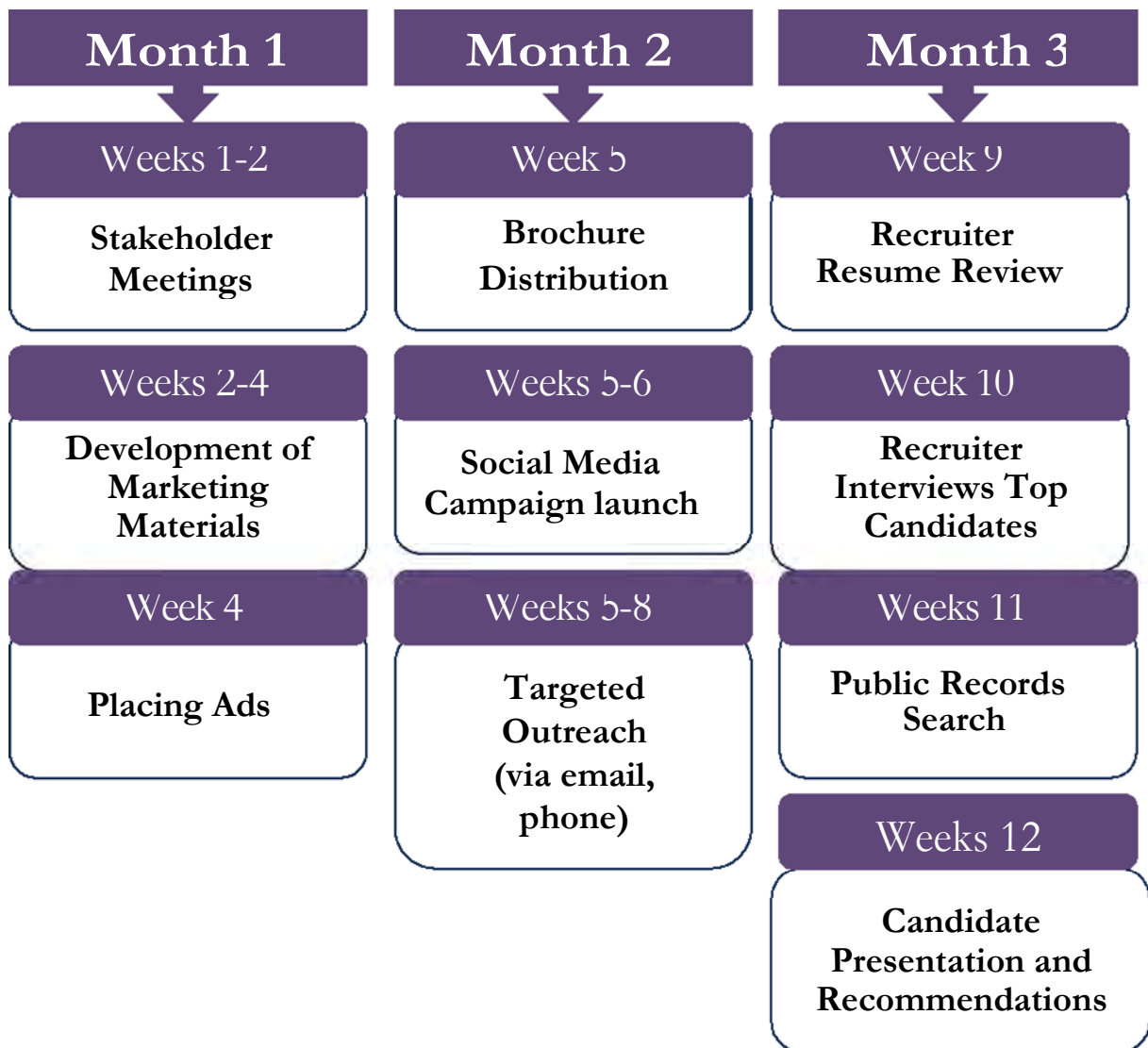
*\*PLEASE NOTE THAT LIMITED SCOPE RECRUITMENTS DO NOT INCLUDE THE FOLLOWING:*

- *ONSITE MEETINGS WITH THE RECRUITER*
- *CONDUCTING CANDIDATE REFERENCES OR RUNNING FORMAL BACKGROUND CHECKS*
- *PHYSICAL PRINTING AND DISTRIBUTION OF RECRUITMENT BROCHURE*
- *GUARANTEE OF CANDIDATE PLACEMENT*
- *EXTENDING THE FINAL FILING DATE*
- *CONDUCTING REPEAT RECRUITMENT*

## RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with Goleta Sanitary District. A typical timeline of tasks and events is included here for reference.



## FIRM PROFILE

### OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of fourteen (14):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Executive Recruiter*
- Stephanie Dietz, *Executive Recruiter*
- Alexandria Kopack, *Recruitment and Operations Manager*
- Kathy Lolas, *Senior Recruitment Coordinator*
- Grace Marshall, *Senior Recruitment Coordinator*
- Steph Souza, *Assistant Recruitment Coordinator*
- George Lolas, *Contracts Administrator*

Please see your lead recruiter's biography below:

### YASMIN BEERS, SENIOR EXECUTIVE RECRUITER

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and



philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

**STACEY STEVENSON, SENIOR EXECUTIVE RECRUITER**

In Ms. Stevenson's 32 years of service in municipal government, she worked for the California cities of San Diego, National City, and Murrieta. Ms. Stevenson began her professional career in City of San Diego as a Personnel Analyst and went on to work in the Personnel, Metropolitan Wastewater, Engineering, and Contracting departments; as well as the City Manager's office, progressing from Analyst to Deputy Director. She also assumed special projects such as the creation and opening of the City's neighborhood service centers and Liaison to the City Council.

From San Diego she joined the City of National City where she served as the Director of Human Resources, the Director of Administrative Services, and Deputy City Manager. She oversaw Community Services, Finance, Human Resources, and Information Technology; and managed special projects such as the balloting and passage of the City's local sales tax and the implementation of a new payroll module.

In the City of Murrieta, Ms. Stevenson served as Administrative Services Director and Deputy City Manager, again overseeing Community Services, Finance, Human Resources, and Information Technology, and managing special projects. Ms. Stevenson has also served as a commissioner on both the Child Care and Civil Service Commissions for the City of Chula Vista.

Ms. Stevenson holds a Bachelor's degree in Industrial Organizational Psychology as well as a Master of Business Administration degree with an emphasis in Human Resource Management.

**STEPHANIE DIETZ, EXECUTIVE RECRUITER**

Stephanie Dietz brings over 20 years of municipal and public agency experience to Bob Murray and Associates. Stephanie retired as the City Manager for the City of Merced, a City with a population of nearly 100,000 and the newest University of California campus. She served as the Chief Executive Officer overseeing more than 500 employees who provided services within the areas of Police, Fire, Development and Inspection Services, Engineering, Public Works, Parks & Recreation, Arts & Culture, Housing, and the Office of Neighborhood Safety.

For 20 years, Stephanie garnered experience across city and county governments, along with the University of California, specializing in public finance and budgeting, human resources, labor relations, strategic planning, public safety, water management, redistricting, and leading city-initiated sales tax and charter ballot initiatives. Her professional career saw great success, with projects that included the construction of a new municipal airport terminal, the award of several state and federal grants to construct 850 affordable housing units, and the annexation of UC Merced. Throughout her professional career, she has been responsible for recruiting and retaining

executive-level leaders who reflect the culture of their communities while fostering a spirit of innovation.

Stephanie serves on the Merced Irrigation District Board, on the Merced College Foundation Board, and as an Advisory Board Member for the Central California Small Business Development Center. In 2023, Stephanie was recognized by the California State Assembly as Woman of the Year for her innovative solutions in affordable housing and transportation and her pioneering spirit as the first female City Manager for the City of Merced. Stephanie also volunteers on the boards of several local non-profits that support youth sports and local FFA chapters, ensuring students have the community support needed to be successful.

Stephanie holds a Bachelor of Arts in Liberal Arts with a Minor in Mathematics from California State University, Fresno, and a Master of Arts in English from National University.

## *CORPORATION*

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates  
1544 Eureka Road, Ste. 280  
Roseville, CA 95661  
(916) 784-9080  
[apply@bobmurrayassoc.com](mailto:apply@bobmurrayassoc.com)

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

## *PROFESSIONAL ASSOCIATIONS*

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like Goleta Sanitary District:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, annually presented by Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager’s Conference (City Manager hosted event).

## REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

**CLIENT:** Monterey County Water Resources Agency, CA  
**POSITION:** General Manager  
**REFERENCE:** Ms. Irma Ramirez-Bough, Human Resources Director  
(831) 970-7022

**CLIENT:** Elsinore Valley Municipal Water District, CA  
**POSITION:** Director of Engineering  
**REFERENCE:** Ms. Rebecca Christopher, Director of Human Resources  
(951) 674-3146 ext. 8212

**CLIENT:** City of Petaluma, CA  
**POSITION:** Public Works Director  
**POSITION:** Director of Water Resources & Utilities  
**REFERENCE:** Ms. Peggy Flynn, City Manager  
(707) 778-4345

*We appreciate the Goleta Sanitary District's consideration of our proposal and look forward to working with you.*



# **AGENDA ITEM #2**

**AGENDA ITEM: 2**

**MEETING DATE: February 18, 2025**

**I. NATURE OF ITEM**

Consideration of Professional Services Agreement with Websoft Developers, Inc. for Asset Management Software, MobileMMS

**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. The length of time required to perform tasks has been another significant challenge associated with CentralSquare. 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, Inc. (Websoft) 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 (Geographic Information System), and data are securely stored in the Microsoft Azure cloud. Additionally, the company is committed to fast, high-quality customer service.

After an initial presentation, Websoft 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
- Ability to have metadata on assets 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

Websoft has over 200 clients in California, including the Montecito Sanitary District, Ojai Valley Sanitary District, and the Los Angeles County Sanitation Districts. References have indicated that Websoft is responsive to customer support requests and quick to add new features 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 calculates their annual fee based on population served by the District. Staff negotiated the annual license fee of \$49,000 based on the District's collection system spanning the Eastern Goleta Valley and the treatment of wastewater from the broader region. Websoft also charges a one-time 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.

On December 16, 2024, a preliminary proposal from Websoft outlining the scope of potential services that MobileMMS could offer the District was presented to the Board. The Board then directed staff to negotiate terms and refine the scope of services with Websoft and to return with a Professional Services Agreement (PSA) for Board approval. The negotiated terms include a three-year agreement at the fixed annually price of \$49,000. This cost would otherwise increase by 5% each year if a shorter term were adopted. After the three-year term, a new price quotation will be provided by Websoft, and a new PSA will be brought to the Board for consideration.

The PSA for a three-year term with total compensation not to exceed \$196,000 is attached for Board consideration. The first year will be billed at \$98,000, and years two and three will be billed at \$49,000 on an annual basis. The costs of MobileMMS services will be allocated proportionally to the Collections, Operations & Maintenance, and Administration departments.

### **IV. REFERENCE MATERIALS**

Professional Services Agreement with Websoft Developers, Inc.

MMS Proposal Q-100149

**GOLETA SANITARY DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 20th day of February, 2025, 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 Websoft Developers, Inc., a corporation, with its principal place of business at 2020 Research Park Drive, Suite 140, Davis, CA 95618 ("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 asset management platform 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 asset management platform 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 asset management platform 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 February 20, 2025, to February 20, 2028, 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 for



the three-year term shall not exceed one hundred and ninety-six thousand dollars (\$196,000) without written approval of the District Board or General Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to District an annual 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 45 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, Manoj Desai, President, Websoft Developers, Inc., and Sean Dingman, Business Development Manager, Websoft Developers, Inc.

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

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

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional 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.

(D) Professional Liability (Errors & Omission): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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.

(D) Professional Liability (Errors & Omissions): (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) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

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 one hundred eighty (180) 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 3.6.2.2 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:	Websoft Developers, Inc. 2020 Research Park Drive, Ste. 140 Davis, CA 95618-6150 ATTN: Manoj Desai
District:	Goleta Sanitary District One William Moffett Place Goleta, CA 93117 ATTN: 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  
WEBSOFT DEVELOPERS, INC.**

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**

**WEBSOFT DEVELOPERS, INC.**

*Approved By:*

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

By: \_\_\_\_\_  
Its: President  
Printed Name: Manoj Desai

AND

By: \_\_\_\_\_  
Its:  
Printed Name:

**EXHIBIT "A"  
PROPOSAL**



# QUOTE

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

**TOTAL \$196,000.00**

## Goleta Sanitary District

Attn: Steve Wagner

,

Quote # Q-100149  
Quote Date 01/29/2025  
Expiry Date 03/31/2025

Subject :

Goleta San: MobileMMS Quotation

We have a new mailing address:

PO Box 4008  
Davis, CA 95617

#	ITEM & DESCRIPTION	AMOUNT
<b>MobileMMS Licensing</b>		
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.	\$147,000.00 3.00 x 49,000.00
<b>MobileMMS Implementation (One-Time payment during first year, only)</b>		
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"> <li>* GIS integration and display of all relevant data sources on a web-based system</li> <li>* Conversion of any existing data sources. This specifically includes all activities, workflows, and historical data included within the Lucity and tax-roll databases</li> <li>* Activities to be defined</li> <li>* Reporting               <ul style="list-style-type: none"> <li>- Use of ad-hoc reporting tools</li> <li>- Development of 10 customized reports or Excel datasets for management analysis</li> </ul> </li> <li>* Training for system use and administrative management</li> </ul> <p>This implementation cost includes any future modifications for included activities.</p>	\$49,000.00 1.00 x 49,000.00

<b>Sub Total</b>	196,000.00
<b>Total</b>	<b>\$196,000.00</b>



## 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.

After the first year, Websoft will offer a 180-day notification for cancellation within the remaining term of the contract. The District will be refunded for the prorated amount for the remainder of that current year with no additional subscription charges.

## 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"> <li>* Automatically generate one Work Order per line or one Work Order per basin with each line as a sub-task.</li> <li>* Dynamically track condition and improve cleaning schedules using AI.</li> <li>* Link CCTV inspections to associated video for field retrieval.</li> <li>* Create forms to perform targeted inspections on items such as manhole/cleanouts.</li> </ul>
Collections	Priority Cleaning Program	Priority line cleaning is tracked in an Excel sheet.	<ul style="list-style-type: none"> <li>* Dedicated priority lines cleaning Work Orders will be scheduled with customizable frequency and line-specific notes</li> <li>* This feature includes ability to schedule any asset in the system for any activity. The collections master schedule will accommodate any SSMP required activity.</li> </ul>
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"> <li>* 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.</li> <li>* Labor/Equipment/Parts costs tracked associated with asset to determine need for repair/replacement.</li> </ul>
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"> <li>* 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.</li> <li>* Automatic generation of work requests based on inspection responses</li> </ul>
Generators	Inspections and Maintenance	Work Orders are generated in Central Square and inspection results are recorded manually.	<ul style="list-style-type: none"> <li>* Generator inspections documented in configurable form</li> <li>* Air Quality Management report auto generation</li> </ul>
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"> <li>Same work flow, but with full customizability of Work Order forms, required due dates, email reminders, preventative maintenance schedules, escalation, routing, and assignment.</li> <li>* Full facilities maintenance asset representation and maintenance request scheduling capability</li> </ul>
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"> <li>* 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</li> <li>* Additional inspection forms can be created to track unique items like ohm readings on motors.</li> </ul>
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"> <li>* 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</li> <li>* Costs tracked on the per Work Order and per asset level to determine cost of ownership and aid in repair/replace decision making.</li> </ul>

## 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"> <li>* 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.</li> <li>* Configurable workflow will provide appropriate routing for each type of work request.</li> </ul>
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"> <li>* Complete asset representation of all field and plant assets with intuitive interface to decommission, add, and move assets.</li> <li>* Asset Management including cost of ownership, remaining useful life, inspection based lifetime estimates, recommended repair/replacement scheduling.</li> </ul>
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"> <li>* PM scheduling based on various required programs (e.g., SMOG, Smoke, BIT, Crane).</li> <li>* Vehicle inspections</li> <li>* Driver notifications of required service</li> <li>* Simple driver-based service requests</li> <li>* Integration with vehicle management software</li> </ul>
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"> <li>* Completely configured to accommodate entire permit process including application, plan checks, billing, inspections, ownership, warranty</li> <li>* Complete parcel history including permitting, service requests, inspections</li> </ul>
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"> <li>* 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.</li> <li>* Complete tax history associated with each parcel as part of the customer management system.</li> </ul>
Admin	Official Receipts/ Notification	Paper receipts are provided for payment received at District Office	<ul style="list-style-type: none"> <li>* As part of the permitting and other required processes, electronic receipts generated for all related transactions</li> <li>* Workflow will accommodate customer reminders and notification of items such as completed service requests.</li> </ul>
Customer	Service Complaints	Questions and complaints are submitted via email or phone	<ul style="list-style-type: none"> <li>* MobileMMS can provide service portal for customer requests via the District website</li> <li>* Staff entry of customer service complaints with automatic routing to appropriate resources.</li> </ul>
Survey	GPS Data Point Collection	No GPS point collection	<ul style="list-style-type: none"> <li>* 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.</li> </ul>
USA	USA with Positive Response	Email from DigAlert requiring manual reply with Electronic Positive Response	<ul style="list-style-type: none"> <li>* Integration with DigAlert to provide near real-time integration of USA tickets with escalation of emergency tickets, autoreponse of renewal tickets, and positive response for completed tickets.</li> </ul>
Env. Services / Laboratory	Safety and Regulatory Compliance	Managed manually by Safety and Regulatory Compliance Coordinator	<ul style="list-style-type: none"> <li>* Mobile MMS provides platform for tracking and scheduling safety and compliance related inspections and reporting</li> </ul>

## 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.
Env. Services / Laboratory	Laboratory and Regulatory Activities	Monthly, Quarterly, and Annual inspection/calibration Managed in Laboratory	Future Deployment Opportunity Pricing includes future development.
All	Other Services as Needed	N/A	Pricing includes any District-related deployment that can be implemented within MobileMMS exclusive of additional GIS services.

# **GENERAL MANAGER'S REPORT**

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

The following summary report describes the District's activities from February 4, 2025, through February 19, 2025. 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 Rhoads Avenue. Staff has also been conducting priority lines cleaning throughout the District.

Staff continues to use the large-diameter ejector sewer cleaning nozzle that was provided as a demonstration by Plumber's Depot (one of the District's vendors). The NozzTeq Sweagle uses the flow in the pipe in combination with the waterpower from the jetting truck. Staff has been looking at purchasing a new large diameter pipe cleaning nozzle in an effort to increase efficiency in cleaning the District's larger lines (18-36" pipe). Staff has provided positive feedback and noted the nozzle's ability to effectively clean the pipe while using less flow from the Vactor and the RamJet trucks than is typically required with a standard non-ejector nozzle.

#### **CCTV INSPECTION**

Staff has been conducting routine Closed-Circuit Television (CCTV) inspections in the area of North Kellogg and Crown Avenues. Staff has also been conducting priority CCTV inspections throughout the District.

#### **ANDERSON LANE SEWER MAIN EXTENSION**

Construction is near completion on the sewer main extension for the Anderson Lane project, with just one remaining item for Tierra Contracting Inc. to finish. Staff is working with the owner/developer on finalizing the Grant of Easement and Grant of Rights documents for the extension.

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**

The majority of the sewer main extension, to serve the twenty-seven new apartments being built at 5317 Calle Real, is complete. The subcontractor, TLC Underground, has paused work on the extension while other work for the project moves forward.

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. The new sewer mains have passed mandrel and air tests and a preliminary CCTV inspection.

**SEWER SYSTEM MANAGEMENT PLAN (SSMP) AUDIT**

The SSMP Audit that was completed by Fischer Compliance, LLC was submitted by the February 2, 2025 due date to the State Water Resources Control Board (SWRCB) through the web-based California Integrated Water Quality System (CIWQS). The purpose of the SSMP audit is to evaluate its effectiveness in preventing spills, assess its compliance with the Statewide Waste Discharge Requirements General Order (the Order) for Sanitary Sewer Systems, and identify necessary modifications to the SSMP to correct deficiencies. This audit is required by the Order to be conducted every three years. Staff will work on responding and addressing the deficiencies and violations identified in the audit in preparation for the SSMP update due August 2, 2025.

**REPAIR AND MAINTENANCE**

Staff replaced a battery and relocated one of the District's SmartCover sewer level/flow monitoring systems. Staff has been conducting brush clearing along the Atascadero Creek trunk sewer mains.

**COLLECTION SYSTEM MAINTENANCE TECH I RECRUITMENT (CSMT I)**

Staff has conducted the first round of interviews for the open CSMT I position, and hopes to hold second round interviews this week.

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

Plant flows for the month of February 2025 have averaged approximately 5.6 million gallons a day. The Reclamation Plant is online and we continue producing 0.8 million gallons a day.

Construction of the Biosolids and Energy (BESP) Phase 1 project continues. With the New Digester walls completed, the construction crew is installing the forms for the fixed roof, and the installation of the air ducting and gas conditioning equipment for the 2G Cogen unit.

Operations staff placed Aeration Basin #2 back online, and the air leak was fixed. The Reclamation Plant cleaning took place, but after speaking with Goleta Water District, the new sample pumps and feed line to the analyzers will be done in March 2025.

Maintenance staff is fixing the valve that controls the fire sprinkler water going into the Administration Building, installing new flow valves for the heat loop for Digesters #2 and #3, and continues work on the Chemical Storage Facility.

**3. GENERAL AND ADMINISTRATIVE ITEMS**

**Financial Report**

The District account balances as of February 19, 2025, shown below, are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 919,640
Investment Accounts (including interest earned):	<u>\$ 41,317,945</u>
Total District Funds:	\$ 42,237,585

The following transactions are reported herein for the period 02/04/25 – 02/19/2025

Regular, Overtime, Cash-outs, and Net Payroll:	\$	153,576
Claims:	\$	210,285
Total Expenditures:	\$	363,861
Total Deposits:	\$	1,233,758

Transfers of funds:

LAI 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 – January, 2025.  
LAIF Quarterly Report – Previously reported  
PMIA/LAIF Performance – January, 2025.  
PMIA Effective Yield – January, 2025.

**Community West Bank (CWB)**

CWB Money Market and ICS Accounts – January, 2025.

**CA-Class Investment Account**

CA-Class Investment Account – January, 2025.

**Deferred Compensation Accounts**

CalPERS 457 Deferred Compensation Plan – January, 2025.  
Lincoln 457 Deferred Compensation Plan – January, 2025.

**Personnel**

A verbal personnel update will be provided at the meeting.



California State Treasurer  
**Fiona Ma, CPA**



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

February 06, 2025

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

GOLETA SANITARY DISTRICT

GENERAL MANAGER  
 ONE WILLIAM MOFFETT PLACE  
 GOLETA, CA 93117

[Tran Type Definitions](#)

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

January 2025 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/15/2025	1/14/2025	QRD	1766436	N/A	SYSTEM	47.16

**Account Summary**

Total Deposit:	47.16	Beginning Balance:	4,054.77
Total Withdrawal:	0.00	Ending Balance:	4,101.93



# PMIA/LAIF Performance Report as of 02/05/25



## Quarterly Performance Quarter Ended 12/31/24

LAIF Apportionment Rate <sup>(2)</sup> :	4.62
LAIF Earnings Ratio <sup>(2)</sup> :	0.00012664187216722
LAIF Administrative Cost <sup>(1)*</sup> :	0.28
LAIF Fair Value Factor <sup>(1)</sup> :	0.999621985
PMIA Daily <sup>(1)</sup> :	4.40
PMIA Quarter to Date <sup>(1)</sup> :	4.48
PMIA Average Life <sup>(1)</sup> :	252

## PMIA Average Monthly Effective Yields<sup>(1)</sup>

<b>January</b>	<b>4.366</b>
December	4.434
November	4.477
October	4.518
September	4.575
August	4.579

## Pooled Money Investment Account Monthly Portfolio Composition <sup>(1)</sup> 12/31/24 \$155.4 billion

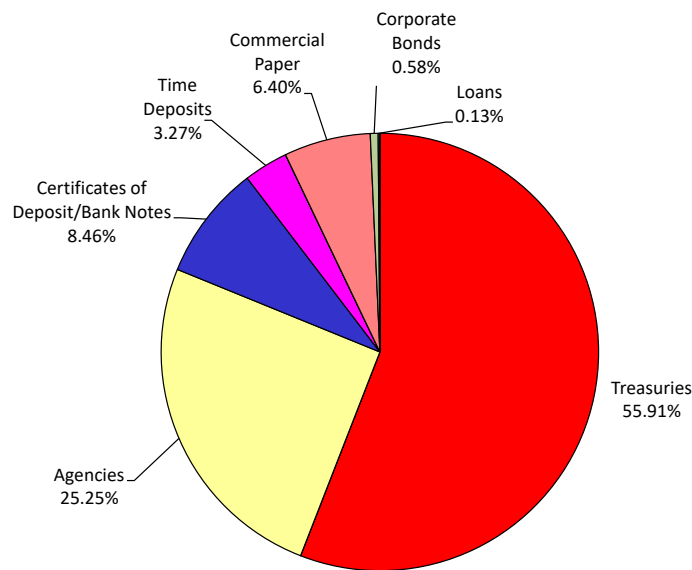


Chart does not include \$1,239,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of California, Office of the Controller



**POOLED MONEY INVESTMENT ACCOUNT**

**PMIA Average Monthly Effective Yields**

02/13/25

Max: 12.844

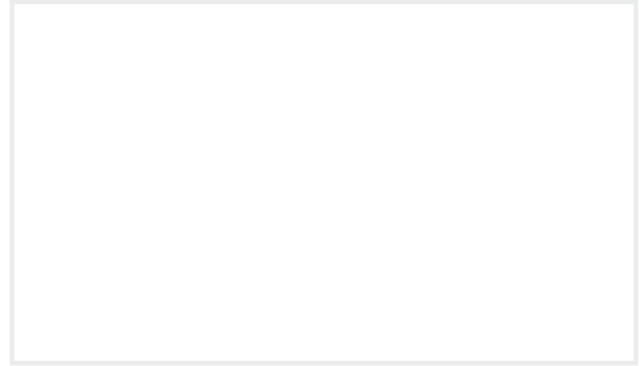
Min: 0.203

YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
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	4.443
2025	4.336											

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

RETURN SERVICE REQUESTED

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



### The Right Credit Cards for your Unique Needs

If you desire the ultimate in convenience, benefits, and simplicity- look no further as Community West Bank Visa & MasterCard options have everything you need in a Credit Card. Apply today at [communitywestbank.com](http://communitywestbank.com) or pick up an application at your nearest Banking Center.

\*See application for information about current APRs and fees.

### Summary of Accounts

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

### PUBLIC MONEY MARKET - XXXXXXXXXXXXX554

#### Account Summary

Date	Description	Amount
01/01/2025	Beginning Balance	\$250,000.00
	2 Credit(s) This Period	\$1,251,109.16
	2 Debit(s) This Period	\$1,251,109.16
01/31/2025	Ending Balance	\$250,000.00

#### Interest Summary

Description	Amount
Interest Earned From 01/01/2025 Through 01/31/2025	
Annual Percentage Yield Earned	5.35%
Interest Days	31
Interest Earned	\$1,109.16
Interest Paid This Period	\$1,109.16
Interest Paid Year-to-Date	\$1,109.16
Minimum Balance	\$250,000.00
Average Ledger Balance	\$250,000.00

#### Other Credits

Date	Description	Amount
01/22/2025	BESP Loan draw to MMket	\$1,250,000.00
01/31/2025	INTEREST	\$1,109.16
		2 item(s) totaling \$1,251,109.16



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

**Other Debits**

Date	Description	Amount
01/22/2025	TRANSFER TO ICS SHADOW MMA ACCOUNT XXXXXXXXXXXXXXX8650	\$1,250,000.00
01/31/2025	TRANSFER TO ICS SHADOW MMA ACCOUNT XXXXXXXXXXXXXXX8650	\$1,109.16
2 item(s) totaling \$1,251,109.16		

**Overdraft and Returned Item Fees**

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

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



RETURN SERVICE REQUESTED



131855-31A  
Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117

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



Account  
Goleta Sanitary District

Date  
01/31/2025

Page  
1 of 6

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

The following information is a summary of activity in your account(s) for the month of January 2025 and the list of FDIC-insured institution(s) that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through IntraFi Cash Service. Funds in your deposit accounts at the FDIC-insured institutions at which your funds have been placed will be "deposits," as defined by federal law. Certain conditions must be satisfied for "pass-through" FDIC deposit insurance coverage to apply. To meet the conditions for pass-through FDIC deposit insurance, deposit accounts at FDIC-insured banks in IntraFi's network that hold deposits placed using an IntraFi service are titled, and deposit account records are maintained, in accordance with FDIC regulations for pass-through coverage.

**Summary of Accounts**

Account ID	Deposit Option	Interest Rate	Opening Balance	Ending Balance
*****554	Demand	4.9738%	\$34,771,541.34	\$35,418,338.51
<b>TOTAL</b>			<b>\$34,771,541.34</b>	<b>\$35,418,338.51</b>

**DETAILED ACCOUNT OVERVIEW**

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

**Account Summary - Demand**

Statement Period	1/1-1/31/2025	Average Daily Balance	\$34,414,444.58
Previous Period Ending Balance	\$34,771,541.34	Interest Rate at End of Statement Period	4.9738%
Total Program Deposits	1,251,144.94	Annual Percentage Yield Earned	5.10%
Total Program Withdrawals	(750,000.00)	YTD Interest Paid	145,652.23
Interest Capitalized	145,652.23		
<b>Current Period Ending Balance</b>	<b>\$35,418,338.51</b>		

**Account Transaction Detail**

Date	Activity Type	Amount	Balance
01/02/2025	Deposit	\$1,144.94	\$34,772,686.28
01/02/2025	Withdrawal	(750,000.00)	34,022,686.28
01/23/2025	Deposit	1,250,000.00	35,272,686.28
01/31/2025	Interest Capitalization	145,652.23	35,418,338.51

**Summary of Balances as of January 31, 2025**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Alerus Financial, N.A.	Grand Forks, ND	3931	\$248,045.68
Amerant Bank, N.A.	Coral Gables, FL	22953	248,045.68
American Business Bank	Los Angeles, CA	34788	33.82
Ameris Bank	Atlanta, GA	20504	248,045.68
Apple Bank	New York, NY	16068	248,045.68
Atlantic Union Bank	Glen Allen, VA	34589	248,045.56
BOKF, National Association	Tulsa, OK	4214	248,045.68
Banc of California	Los Angeles, CA	24045	248,045.68
Bangor Savings Bank	Bangor, ME	18408	248,045.68
Bank 7	Oklahoma City, OK	4147	248,045.68
Bank of Charles Town	Charles Town, WV	9023	247,337.02
Bank of Colorado	Fort Collins, CO	16980	248,045.68
Bank of Hope	Los Angeles, CA	26610	248,045.55
Bank of Idaho	Idaho Falls, ID	26403	248,045.68
Bank of India	New York, NY	33648	248,045.55
Bank of New Hampshire	Laconia, NH	18012	248,045.68
Bank of Pontiac	Pontiac, IL	16982	247,337.02
Bank of the Bluegrass and Trust Co.	Lexington, KY	21161	248,045.68
BankUnited	Miami Lakes, FL	58979	248,045.67
Bankers Trust Company	Des Moines, IA	953	248,020.21
Banner Bank	Walla Walla, WA	28489	248,045.68
Bell Bank	Fargo, ND	19581	248,045.68
Benchmark Community Bank	Kenbridge, VA	20484	248,045.68

**DETAILED ACCOUNT OVERVIEW**

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



**Summary of Balances as of January 31, 2025**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Bradesco Bank	Coral Gables, FL	21265	248,045.66
Bremer Bank, National Association	South St. Paul, MN	12923	248,045.67
Busey Bank	Champaign, IL	16450	248,045.68
CIBC Bank USA	Chicago, IL	33306	248,045.68
Cape Cod 5	Hyannis, MA	23287	248,045.68
Cathay Bank	Los Angeles, CA	18503	248,045.67
Cedar Rapids Bank and Trust Company	Cedar Rapids, IA	57244	248,045.68
Central National Bank	Waco, TX	22396	248,045.68
Citizens Bank, National Association	Providence, RI	57957	248,045.68
Citizens First Bank	Clinton, IA	35477	248,045.67
City National Bank of Florida	Miami, FL	20234	248,045.68
Coastal Carolina National Bank	Myrtle Beach, SC	58864	248,045.56
Colony Bank	Fitzgerald, GA	22257	248,045.68
Columbia Bank	Fair Lawn, NJ	28834	248,045.68
Column National Association	Chico, CA	58224	248,045.56
Comerica Bank	Dallas, TX	983	247,337.02
Community State Bank	Ankeny, IA	18272	248,045.68
Dime Community Bank	Hauppauge, NY	6976	248,045.68
East West Bank	Pasadena, CA	31628	248,045.68
Encore Bank	Little Rock, AR	34562	248,045.56
Farmers National Bank of Danville	Danville, KY	2740	248,045.68
First Bank	Creve Coeur, MO	12229	248,045.68
First Bank Chicago	Highland Park, IL	17470	248,045.68
First Commonwealth Bank	Indiana, PA	7468	248,045.68
First Foundation Bank	Irvine, CA	58647	248,045.67
First Guaranty Bank	Hammond, LA	14028	248,045.56
First Horizon Bank	MEMPHIS, TN	4977	248,045.56
First Internet Bank of Indiana	Fishers, IN	34607	248,045.68
First Interstate Bank	Billings, MT	1105	248,045.68
First Merchants Bank	Muncie, IN	4365	248,045.68
First National Bank of Michigan	Kalamazoo, MI	58259	248,045.68
First National Bank of Pennsylvania	Greenville, PA	7888	248,045.56
First State Community Bank	Farmington, MO	17323	248,011.74
First Utah Bank	Salt Lake City, UT	22738	248,045.68
First-Citizens Bank & Trust Company	Raleigh, NC	11063	248,045.68
Firststar Bank	Sallisaw, OK	19288	247,303.10
Flagstar Bank, N.A.	Hicksville, NY	32541	248,045.68
Fulton Bank, N.A.	Lancaster, PA	7551	248,045.68
Guaranty Bank	Springfield, MO	58892	248,045.68



**DETAILED ACCOUNT OVERVIEW**

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

Account Title: Goleta Sanitary District

**Summary of Balances as of January 31, 2025**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Gulf Coast Bank and Trust Company	New Orleans, LA	32974	248,045.68
HTLF Bank	Broomfield, CO	58458	248,045.68
Hanover Community Bank	Mineola, NY	58675	248,045.68
HomeStreet Bank	Seattle, WA	32489	248,045.68
INB	Springfield, IL	3664	248,045.68
INTRUST Bank NA	Wichita, KS	4799	248,045.68
Independent Bank	Ionia, MI	27811	248,045.68
Inwood National Bank	Dallas, TX	19080	248,045.68
Israel Discount Bank of New York	New York City, NY	19977	248,036.90
Johnson Bank	Racine, WI	20296	248,045.68
KeyBank National Association	Cleveland, OH	17534	248,045.68
Lake Forest Bank & Trust Co.,N.A.	Lake Forest, IL	27589	247,902.69
Liberty National Bank	Lawton, OK	11522	248,045.68
MVB Bank, Inc	Fairmont, WV	34603	248,045.68
Manufacturers and Traders Trust Co	Buffalo, NY	588	248,011.74
Mascoma Bank	Lebanon, NH	18013	248,045.68
Merchants National Bank	Hillsboro, OH	6605	247,304.08
MidFirst Bank	Oklahoma City, OK	4063	248,045.68
Middletown Valley Bank	Middletown, MD	14017	248,045.68
Midwest BankCentre	St. Louis, MO	1058	248,045.68
Modern Bank, National Association	New York, NY	22398	248,045.68
NBH Bank	Greenwood Village, CO	59052	248,045.56
Northeast Bank	Lewiston, ME	19690	248,045.68
Northwest Bank	Warren, PA	28178	248,045.68
Oakstar Bank	Springfield, MO	58115	248,045.68
Old National Bank	Evansville, IN	3832	248,045.68
Origin Bank	Ruston, LA	12614	248,045.68
Orrstown Bank	Shippensburg, PA	713	248,045.56
Outdoor Bank	Manhattan, KS	17685	248,045.68
Parkway Bank and Trust Company	Harwood Heights, IL	19008	248,045.68
Peoples National Bank, N.A.	Mt. Vernon, IL	3809	248,045.68
Petefish, Skiles & Co.	Virginia, IL	10829	199,718.67
Pinnacle Bank	Omaha, NE	10634	248,045.68
Pinnacle Bank	Nashville, TN	35583	248,045.68
Pinnacle Bank	Keene, TX	20231	248,045.68
Pinnacle Bank - Wyoming	Cody, WY	2232	248,045.68
PlainsCapital Bank	Lubbock, TX	17491	248,045.56
Planters Bank, Inc.	Hopkinsville, KY	34254	248,045.68
Preferred Bank	Los Angeles, CA	33539	248,045.68

**DETAILED ACCOUNT OVERVIEW**

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



**Summary of Balances as of January 31, 2025**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Premier Bank	Youngstown, OH	29845	248,045.68
Primis Bank	Mclean, VA	57968	248,045.68
Provident Bank	Jersey City, NJ	12010	248,045.68
Raymond James Bank	St. Petersburg, FL	33893	248,045.68
Regent Bank	Nowata, OK	4160	248,045.68
River City Bank	Sacramento, CA	18983	248,045.56
Sandy Spring Bank	Olney, MD	4865	248,045.68
Seacoast National Bank	Stuart, FL	131	248,045.68
Security First Bank	Rapid City, SD	5415	248,045.68
Shore United Bank, N.A.	Easton, MD	4832	248,045.56
Simmons Bank	Pine Bluff, AR	3890	248,045.68
South State Bank, N.A.	Winter Haven, FL	33555	248,045.67
SouthEast Bank	Farragut, TN	57348	248,011.74
Southern Bank	Poplar Bluff, MO	28332	248,045.68
Southside Bank	Tyler, TX	18297	248,045.64
Stifel Bank	St. Louis, MO	57358	248,045.67
Summit State Bank	Santa Rosa, CA	32203	248,045.68
Sunflower Bank NA	Salina, KS	4767	248,045.68
Susser Bank	Arlington, TX	34885	248,045.68
Synovus Bank	Columbus, GA	873	248,045.67
Texas Capital Bank	Dallas, TX	34383	248,045.68
Texas Partners Bank	San Antonio, TX	58581	248,045.68
The Camden National Bank	Camden, ME	4255	248,045.68
The Farmers & Merchants State Bank	Archbold, OH	5969	248,045.57
The Huntington National Bank	Columbus, OH	6560	248,045.68
The Middlefield Banking Company	Middlefield, OH	13716	248,045.68
The State Bank	Fenton, MI	11406	248,045.68
The Stephenson Natl Bank and Trust	Marinette, WI	5306	33.93
Titan Bank, N.A.	Mineral Wells, TX	3225	0.11
Town Bank, N.A.	Hartland, WI	34717	248,045.68
Tradition Capital Bank	Edina, MN	58057	248,045.68
TriState Capital Bank	Pittsburgh, PA	58457	248,045.68
Truist Bank	Charlotte, NC	9846	248,045.68
Umpqua Bank	Roseburg, OR	17266	248,045.68
UniBank for Savings	Whitinsville, MA	90290	248,045.68
United Bank	Fairfax, VA	22858	248,045.68
United Community Bank	Greenville, SC	16889	248,045.68
United Fidelity Bank, fsb	Evansville, IN	29566	248,045.68
Valley National Bank	Morristown, NJ	9396	248,045.68

**DETAILED ACCOUNT OVERVIEW**

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

Account Title: Goleta Sanitary District

**Summary of Balances as of January 31, 2025**

FDIC-Insured Institution	City/State	FDIC Cert No.	Balance
Washington Federal Bank	Seattle, WA	28088	248,045.68
WesBanco Bank, Inc.	Wheeling, WV	803	248,045.68
West Bank	West Des Moines, IA	15614	248,045.68
Western Alliance Bank	Phoenix, AZ	57512	248,045.68
Wilmington Savings Fund Society, FSB	Wilmington, DE	17838	248,002.39
Zions Bancorporation, N. A.	Salt Lake City, UT	2270	248,045.56



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

**California CLASS**

**California CLASS**

Average Monthly Yield: 4.4246%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Goleta Sanitary District	5,623,267.07	0.00	0.00	21,128.71	21,128.71	5,623,948.64	5,644,395.78
<b>TOTAL</b>	<b>5,623,267.07</b>	<b>0.00</b>	<b>0.00</b>	<b>21,128.71</b>	<b>21,128.71</b>	<b>5,623,948.64</b>	<b>5,644,395.78</b>



Goleta Sanitary District

Account Summary

Average Monthly Yield: 4.4246%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	5,623,267.07	0.00	0.00	21,128.71	21,128.71	5,623,948.64	5,644,395.78

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
01/01/2025	Beginning Balance			5,623,267.07	
01/31/2025	Income Dividend Reinvestment	21,128.71			
01/31/2025	Ending Balance			5,644,395.78	



**California CLASS**

**California CLASS**

Date	Dividend Rate	Daily Yield
01/01/2025	0.00000000	4.5202%
01/02/2025	0.000124025	4.5268%
01/03/2025	0.000369801	4.4993%
01/04/2025	0.00000000	4.4993%
01/05/2025	0.00000000	4.4993%
01/06/2025	0.000121697	4.4419%
01/07/2025	0.000120918	4.4135%
01/08/2025	0.000120448	4.3964%
01/09/2025	0.000119996	4.3799%
01/10/2025	0.000361182	4.3944%
01/11/2025	0.00000000	4.3944%
01/12/2025	0.00000000	4.3944%
01/13/2025	0.000120326	4.3919%
01/14/2025	0.000120320	4.3917%
01/15/2025	0.000120336	4.3923%
01/16/2025	0.000120343	4.3924%
01/17/2025	0.000481700	4.3955%
01/18/2025	0.00000000	4.3955%
01/19/2025	0.00000000	4.3955%
01/20/2025	0.00000000	4.3955%
01/21/2025	0.000120444	4.3962%
01/22/2025	0.000120503	4.3984%
01/23/2025	0.000120853	4.4112%
01/24/2025	0.000364299	4.4323%
01/25/2025	0.00000000	4.4323%
01/26/2025	0.00000000	4.4323%
01/27/2025	0.000121381	4.4304%
01/28/2025	0.000121463	4.4334%
01/29/2025	0.000121407	4.4313%
01/30/2025	0.000121308	4.4278%
01/31/2025	0.000121267	4.4263%

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

## **CalPERS 457 Plan**

### **January 31, 2025**

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

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

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

### **Document Summary**

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

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

# CalPERS 457 PLAN

## Part I. Performance Information For Periods Ended January 31, 2025

<https://calpers.voya.com>

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

Table 1 also shows the Total Annual Operating Expenses of each investment option. Total Annual Operating Expenses are expenses that reduce the rate of return of the investment option<sup>2</sup>. The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the U.S. Department of Labor's website for an example showing the long-term fees and expenses at <http://www.dol.gov/ebsa>. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

**Table 1 - Variable Net Return Investments**

Name of Fund / Name of Benchmark	Performance		Annualized Performance				Total Annual Operating Expenses <sup>3</sup>	
	3 Month	1 Year	5 Years	10 Years	Since Inception	Inception Date	As a %	Per \$1000
<b>Equity Funds</b>								
State Street Russell All Cap Index Fund - Class I	6.63	26.04	14.34	12.88	13.04	10/07/13	0.21%	\$2.10
<i>Russell 3000 Index</i>	6.66	26.32	14.60	13.21	13.38			
State Street Global All Cap Equity ex-US Index Fund - Class I	0.84	10.26	5.51	5.22	4.52	10/07/13	0.22%	\$2.20
<i>MSCI ACWI ex-USA IMI Index (net)</i>	0.76	10.28	5.46	5.31	4.69			
<b>Fixed Income</b>								
State Street US ShortTerm Gov't/Credit Bond Index Fund - Class I	0.97	4.16	1.26	1.23	1.15	10/07/13	0.22%	\$2.20
<i>Bloomberg US 1-3 yr Gov't/Credit Bond Index</i>	1.01	4.43	1.56	1.62	1.56			
State Street US Bond Fund Index - Class I	-0.10	1.88	-0.84	0.89	1.47	10/07/13	0.21%	\$2.10
<i>Bloomberg US Aggregate Bond Index</i>	-0.07	2.07	-0.60	1.19	1.75			
<b>Real Assets</b>								
State Street Real Asset Fund - Class A	0.62	10.25	7.29	4.24	3.69	10/08/13	0.34%	\$3.40
<i>State Street Custom Benchmark<sup>4</sup></i>	0.71	10.41	7.47	4.58	4.03			
<b>Cash (Cash Equivalents)</b>								
State Street STIF	1.15	5.16	2.44	1.68	1.60	09/02/14	0.23%	\$2.30
<i>ICE BofA US 3-Month Treasury Bill Index</i>	1.16	5.19	2.51	1.80	1.73			
<b>Target Retirement Date Funds<sup>5</sup></b>								
CalPERS Target Income Fund	1.52	8.09	3.73	3.67	4.93	12/01/08	0.22%	\$2.20
<i>SIP Income Policy Benchmark<sup>6</sup></i>	1.54	8.26	3.84	3.88	5.38			
CalPERS Target Retirement 2020	1.73	9.18	4.94	4.37	6.49	12/01/08	0.22%	\$2.20
<i>SIP 2020 Policy Benchmark<sup>6</sup></i>	1.75	9.35	5.02	4.58	6.93			
CalPERS Target Retirement 2025	2.36	11.63	6.35	5.49	7.46	12/01/08	0.22%	\$2.20
<i>SIP 2025 Policy Benchmark<sup>6</sup></i>	2.37	11.79	6.41	5.68	7.88			
CalPERS Target Retirement 2030	2.86	13.57	7.51	6.31	8.35	12/01/08	0.22%	\$2.20
<i>SIP 2030 Policy Benchmark<sup>6</sup></i>	2.87	13.74	7.63	6.54	8.78			
CalPERS Target Retirement 2035	3.37	15.73	8.80	7.25	9.18	12/01/08	0.22%	\$2.20
<i>SIP 2035 Policy Benchmark<sup>6</sup></i>	3.37	15.89	8.89	7.47	9.65			
CalPERS Target Retirement 2040	4.00	18.08	9.98	8.17	9.85	12/01/08	0.22%	\$2.20
<i>SIP 2040 Policy Benchmark<sup>6</sup></i>	4.00	18.24	10.08	8.38	10.30			
CalPERS Target Retirement 2045	4.35	19.17	10.32	8.62	10.11	12/01/08	0.22%	\$2.20
<i>SIP 2045 Policy Benchmark<sup>6</sup></i>	4.34	19.33	10.41	8.84	10.58			
CalPERS Target Retirement 2050	4.35	19.17	10.32	8.62	10.17	12/01/08	0.22%	\$2.20
<i>SIP 2050 Policy Benchmark<sup>6</sup></i>	4.34	19.33	10.41	8.84	10.58			
CalPERS Target Retirement 2055	4.35	19.17	10.32	8.62	8.21	10/07/13	0.22%	\$2.20
<i>SIP 2055 Policy Benchmark<sup>6</sup></i>	4.34	19.33	10.41	8.84	8.50			
CalPERS Target Retirement 2060	4.35	19.17	10.30	-	10.82	11/01/18	0.22%	\$2.20
<i>SIP 2060 Policy Benchmark<sup>6</sup></i>	4.34	19.33	10.41	-	11.03			
CalPERS Target Retirement 2065	4.35	19.17	-	-	16.04	12/01/22	0.22%	\$2.20
<i>SIP 2065 Policy Benchmark<sup>6</sup></i>	4.34	19.33	-	-	16.46			
<b>Broad-Based Benchmarks<sup>7</sup></b>								
<i>Russell 3000 Index</i>	6.66	26.32	14.60	13.21	-	-	-	-
<i>MSCI ACWI ex-USA IMI Index (net)</i>	0.76	10.28	5.46	5.31	-	-	-	-
<i>Bloomberg US Aggregate Bond Index</i>	-0.07	2.07	-0.60	1.19	-	-	-	-



## Part II. Explanation of CalPERS 457 Plan Expenses January 31, 2025

<https://calpers.voya.com>

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

Table 2 - Fees and Expenses				
Individual Expenses <sup>8</sup>				
Service	Fee Amount	Frequency	Who do you pay this fee to?	Description
Loan Origination Fee	\$50	Per loan application	Voya	The charge covers the processing of your loan and applies each time you request a loan from your retirement account. This fee is deducted from your Plan account.
Maintenance Fee (For loans taken on or after April 1, 2020)	\$35 (\$8.75 assessed quarterly)	Annual	Voya	The charge covers the maintenance costs of your loan and applies on a quarterly basis. This fee is deducted from your Plan account.
Self-Managed Account (SMA) Maintenance Fee	\$50	Annual fee deducted monthly on a pro-rata basis	Voya	Schwab Personal Choice Retirement Account is available to you if your Employer has elected it as an option. This fee is deducted pro rata on a monthly basis from your core fund investments <sup>9</sup> in your CalPERS 457 account. For more information about SMAs, including a complete list of fees charged by Schwab for different types of investment transactions, please contact Schwab at (888) 393-PCRA (7272). Fees may also be incurred as a result of actual brokerage account trades. Before purchasing or selling any investment through the SMA, you should contact Schwab at (888) 393-PCRA (7272) to inquire about any fees, including any undisclosed fees, associated with the purchase or sale of such investment.
Self-Managed Account (SMA) Plan Administrative Fee	0.19% (\$1.90 per \$1,000)	Annual fee deducted monthly on a pro-rata basis	Voya	The SMA Plan Administrative fee pays for recordkeeping costs for assets in your SMA account. This fee is deducted pro rata on a monthly basis from your core fund investments in your CalPERS 457 account. The SMA Plan Administrative Fee is subject to change based on total Plan assets.

### Footnotes for Table 1 and Table 2:

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

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

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

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

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

<sup>6</sup> The benchmark for each Target Retirement Date Fund is a composite of asset class benchmarks that are weighted according to each Fund's policy target weights. The asset class benchmarks are Russell 3000 Index, MSCI ACWI ex-USA IMI Index (net), Bloomberg US Aggregate Bond Index, the SSGA customized benchmark for Real Assets (see footnote 4), and ICE BofA US 3-Month Treasury Bill Index.

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

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

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

# Performance Update

MultiFund

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

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

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

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options	Inception Date	Change from Previous Day 02/12/2025	YTD as of 02/12/2025	YTD as of 01/31/2025	1 Mo as of 01/31/2025	3 Mo as of 01/31/2025	Average Annual Total Return (%) as of 1/31/2025					
							1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
<b>Maximum Capital Appreciation</b>												
DWS Alternative Asset Allocation VIP Portfolio - Class B <sup>1, 2, 3, 4, 5</sup>	MCA	02/02/2009	-0.23	2.43	2.08	1.61	0.28	7.03	1.04	3.17	1.97	3.70
LVIP Baron Growth Opportunities Fund - Service Class <sup>8, 9</sup>	MCA	10/01/1998	-1.03	0.48	3.30	2.99	3.60	6.98	1.97	6.92	8.75	10.14
LVIP Franklin Templeton Multi-Factor Emerging Markets Equity Fund - Service Class <sup>1, 7, 9</sup>	MCA	06/18/2008	0.51	3.58	2.17	1.62	-1.49	14.17	0.45	4.13	1.83	2.09
LVIP Macquarie SMID Cap Core Fund - Service Class <sup>8, 9, 17</sup>	MCA	07/12/1991	-0.91	1.29	5.92	4.92	6.18	20.71	7.63	9.57	8.77	8.86
LVIP SSGA Small-Cap Index Fund - Service Class <sup>8, 9, 22</sup>	MCA	04/18/1986	-0.87	1.05	3.37	2.49	4.07	17.21	3.91	6.90	6.66	6.44

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 02/12/2025	YTD as of 02/12/2025	YTD as of 01/31/2025	1 Mo as of 01/31/2025	3 Mo as of 01/31/2025	Average Annual Total Return (%) as of 1/31/2025				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP T. Rowe Price Structured Mid-Cap Growth Fund - Service Class <sup>8,9</sup>	MCA	02/03/1994	-0.21	8.37	7.64	6.69	12.75	30.21	10.04	11.10	11.46	7.18
<b>Long Term Growth</b>												
American Funds Global Growth Fund - Class 2 <sup>1</sup>	LTG	04/30/1997	-0.03	4.22	3.82	3.32	3.30	14.84	4.73	9.54	10.10	8.91
American Funds Growth Fund - Class 2	LTG	02/08/1984	0.01	5.69	5.93	5.61	12.75	35.38	12.92	18.40	16.26	12.35
American Funds International Fund - Class 2 <sup>1</sup>	LTG	05/01/1990	-0.11	5.06	5.10	3.91	-1.05	6.52	0.41	1.78	3.20	5.97
Fidelity® VIP Contrafund® Portfolio - Service Class 2	LTG	01/03/1995	-0.30	5.27	4.98	4.42	8.07	32.06	13.15	16.02	12.98	10.90
Fidelity® VIP Growth Portfolio - Service Class 2	LTG	10/09/1986	-0.41	2.12	3.14	2.43	5.23	26.85	13.11	17.46	15.52	10.27
LVIP BlackRock Real Estate Fund - Service Class <sup>1, 8, 9, 13, 14</sup>	LTG	04/30/2007	-0.64	2.39	1.93	1.62	-2.92	7.05	-5.24	-0.74	1.12	0.46
LVIP Dimensional U.S. Core Equity 1 Fund - Service Class <sup>9</sup>	LTG	12/28/1981	-0.51	2.65	3.71	2.96	4.97	21.90	9.47	12.76	10.96	9.66
LVIP Macquarie Mid Cap Value Fund - Service Class <sup>8, 9, 17</sup>	LTG	12/28/1981	-0.98	1.15	4.64	3.68	2.95	18.57	6.55	9.38	8.67	9.91
LVIP Mondrian International Value Fund - Service Class <sup>1, 9</sup>	LTG	05/01/1991	0.13	5.57	4.90	4.15	0.32	9.83	3.30	3.91	3.13	4.99
LVIP SSGA International Index Fund - Service Class <sup>1, 9, 22, 23</sup>	LTG	04/30/2008	-0.02	6.19	5.67	4.73	1.27	7.45	2.97	4.72	4.09	1.77
LVIP SSGA S&P 500 Index Fund - Service Class <sup>9, 22, 24</sup>	LTG	05/01/2000	-0.27	2.83	3.17	2.65	5.82	24.52	10.25	13.46	12.09	6.31
LVIP Vanguard Domestic Equity ETF Fund - Service Class <sup>3, 4</sup>	LTG	04/29/2011	-0.34	2.99	3.50	2.94	5.88	23.04	9.41	12.59	11.24	10.98

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 02/12/2025	YTD as of 02/12/2025	YTD as of 01/31/2025	1 Mo as of 01/31/2025	3 Mo as of 01/31/2025	Average Annual Total Return (%) as of 1/31/2025				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP Vanguard International Equity ETF Fund - Service Class <sup>1, 3, 4</sup>	LTG	04/29/2011	0.24	5.02	4.19	3.18	-0.40	7.90	0.84	3.78	3.91	2.81
Macquarie VIP Small Cap Value Series - Service Class <sup>8, 17</sup>	LTG	12/27/1993	-1.42	1.79	5.28	4.18	4.30	17.76	3.81	7.69	7.19	8.78
MFS® VIT Utilities Series - Service Class <sup>13</sup>	LTG	01/03/1995	-0.18	0.75	0.72	0.18	-4.72	16.24	3.22	3.78	5.11	9.09
<b>Growth and Income</b>												
American Funds Growth-Income Fund - Class 2	GI	02/08/1984	-0.23	4.15	4.14	4.05	6.97	26.22	12.01	12.94	11.75	10.35
Fidelity® VIP Freedom 2020 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 6</sup>	GI	04/26/2005	-0.31	2.50	2.62	2.14	1.17	8.79	1.25	4.32	5.00	5.10
Fidelity® VIP Freedom 2025 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 6</sup>	GI	04/26/2005	-0.37	2.91	2.94	2.44	1.37	9.91	1.75	5.03	5.58	5.65
Fidelity® VIP Freedom 2030 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 6</sup>	GI	04/26/2005	-0.30	3.20	3.23	2.68	1.64	11.11	2.34	5.86	6.41	5.99
Fidelity® VIP Freedom 2035 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 6</sup>	GI	04/08/2009	-0.28	3.65	3.65	2.99	1.95	13.00	3.36	7.35	7.44	9.99
Fidelity® VIP Freedom 2040 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 6</sup>	GI	04/08/2009	-0.25	4.27	4.20	3.46	2.52	15.51	4.67	8.76	8.16	10.53
Fidelity® VIP Freedom 2045 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 6</sup>	GI	04/08/2009	-0.21	4.60	4.49	3.69	2.74	16.46	5.13	9.04	8.30	10.69
Fidelity® VIP Freedom 2050 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 6</sup>	GI	04/08/2009	-0.19	4.58	4.46	3.65	2.73	16.47	5.11	9.05	8.29	10.77
LVIP JPMorgan Retirement Income Fund - Service Class <sup>2, 9, 17</sup>	GI	04/27/1983	-0.28	1.74	1.96	1.63	1.47	8.40	1.84	2.84	3.06	6.02
LVIP Macquarie U.S. REIT Fund - Service Class <sup>8, 9, 13, 14, 17</sup>	GI	05/04/1998	-0.67	1.50	0.79	0.56	-2.74	11.66	-1.83	1.70	2.45	6.55

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 02/12/2025	YTD as of 02/12/2025	YTD as of 01/31/2025	1 Mo as of 01/31/2025	3 Mo as of 01/31/2025	Average Annual Total Return (%) as of 1/31/2025				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP Macquarie Value Fund - Service Class <sup>9, 17</sup>	GI	07/28/1988	-0.79	0.41	2.57	2.05	-0.58	8.34	1.99	5.33	6.28	7.32
LVIP Macquarie Wealth Builder Fund - Service Class <sup>2, 9, 17</sup>	GI	08/03/1987	-0.50	0.80	1.59	1.18	0.51	8.09	1.76	3.50	3.72	5.47
<b>Income</b>												
LVIP BlackRock Inflation Protected Bond Fund - Service Class <sup>1, 9, 12</sup>	I	04/30/2010	-0.29	0.77	0.76	0.88	0.47	2.14	0.22	1.22	0.70	1.25
LVIP Macquarie Bond Fund - Service Class <sup>9, 12, 17</sup>	I	12/28/1981	-0.55	0.04	0.57	0.42	-0.30	0.76	-2.83	-1.62	0.04	5.55
LVIP Macquarie Diversified Floating Rate Fund - Service Class <sup>9, 12, 17, 18, 19</sup>	I	04/30/2010	0.04	0.54	0.37	0.41	1.22	4.57	2.82	1.45	1.00	0.73
LVIP Macquarie Diversified Income Fund - Service Class <sup>9, 12, 17</sup>	I	05/16/2003	-0.54	0.09	0.60	0.45	-0.18	1.19	-2.63	-1.16	0.33	2.91
LVIP Macquarie High Yield Fund - Service Class <sup>9, 12, 17, 20</sup>	I	07/28/1988	-0.19	1.14	1.31	1.36	1.71	6.65	2.16	2.71	3.05	4.98
LVIP Mondrian Global Income Fund - Service Class <sup>1, 9, 10, 12</sup>	I	05/04/2009	-0.75	0.48	0.81	0.54	-1.97	-3.50	-6.24	-4.63	-1.70	0.17
LVIP SSGA Bond Index Fund - Service Class <sup>9, 12, 22</sup>	I	04/30/2008	-0.52	0.03	0.56	0.43	-0.45	0.48	-3.07	-2.13	-0.39	1.03
PIMCO VIT Total Return Portfolio - Administrative Class <sup>7, 12</sup>	I	12/31/1997	-0.54	0.22	0.77	0.47	0.00	1.91	-2.54	-1.39	0.31	3.29
<b>Preservation of Capital</b>												
LVIP Government Money Market Fund - Service Class <sup>9, 16</sup>	PC	01/07/1982	0.01	0.33	0.23	0.24	0.75	3.55	2.50	1.11	0.35	2.49
<b>Risk Managed - Asset Allocation</b>												

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options	Inception Date	Change from Previous Day 02/12/2025	YTD as of 02/12/2025	YTD as of 01/31/2025	1 Mo as of 01/31/2025	3 Mo as of 01/31/2025	Average Annual Total Return (%) as of 1/31/2025					
							1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
LVIP Global Conservative Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	-0.45	1.51	2.11	1.76	1.84	8.30	0.63	1.88	2.58	3.89
LVIP Global Growth Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	-0.32	2.66	3.15	2.63	2.80	12.97	2.05	3.53	3.52	3.94
LVIP Global Moderate Allocation Managed Risk Fund - Service Class <sup>1, 2, 3, 9, 15</sup>	RMAA	05/03/2005	-0.35	2.29	2.78	2.33	2.51	11.60	1.64	2.96	3.12	4.00
LVIP SSGA Global Tactical Allocation Managed Volatility Fund - Service Class <sup>1, 2, 3, 9, 11</sup>	RMAA	05/03/2005	-0.36	2.29	2.64	2.10	1.94	11.25	2.78	4.61	3.41	3.48
<b>Asset Allocation</b>												
Fidelity® VIP Freedom 2055 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 7</sup>	AsA	04/11/2019	-0.21	4.59	4.48	3.69	2.80	16.55	5.13	9.05	N/A	9.41
Fidelity® VIP Freedom 2060 Portfolio <sup>SM</sup> - Service Class <sup>2, 3, 7</sup>	AsA	04/11/2019	-0.21	4.58	4.47	3.67	2.74	16.44	5.12	9.05	N/A	9.41
LVIP BlackRock Global Allocation Fund - Service Class <sup>1, 2, 9</sup>	AsA	04/26/2019	-0.27	3.11	3.24	2.80	2.94	11.26	2.84	5.44	N/A	6.00
LVIP T. Rowe Price 2020 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	-0.32	2.17	2.42	2.04	1.85	9.85	2.27	4.64	4.26	3.61
LVIP T. Rowe Price 2030 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	-0.34	2.68	2.95	2.45	2.27	12.03	3.25	6.18	5.06	4.00
LVIP T. Rowe Price 2040 Fund - Service Class <sup>3, 6, 9</sup>	AsA	05/01/2007	-0.29	3.47	3.71	3.08	3.00	15.40	5.02	8.09	6.12	4.29
LVIP T. Rowe Price 2050 Fund - Service Class <sup>3, 6, 9</sup>	AsA	04/29/2011	-0.26	3.82	4.02	3.33	3.36	16.83	5.75	8.80	6.79	5.62

# Performance Update

MultiFund

## Monthly hypothetical performance adjusted for contract fees \*

Investment Options		Inception Date	Change from Previous Day 02/12/2025	YTD as of 02/12/2025	YTD as of 01/31/2025	1 Mo as of 01/31/2025	3 Mo as of 01/31/2025	Average Annual Total Return (%) as of 1/31/2025				
								1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.
LVIP T. Rowe Price 2060 Fund - Service Class <sup>3, 6, 9</sup>	AsA	04/30/2020	-0.27	3.85	4.07	3.37	3.38	16.93	5.81	N/A	N/A	12.50
<b>Risk Managed - US Large Cap</b>												
LVIP BlackRock Dividend Value Managed Volatility Fund - Service Class <sup>9, 10, 11</sup>	RMUSL	02/03/1994	-0.08	4.30	4.50	3.77	1.58	14.22	5.76	8.18	6.71	6.58
LVIP Blended Large Cap Growth Managed Volatility Fund - Service Class <sup>9, 10, 11</sup>	RMUSL	02/03/1994	-0.34	2.72	2.81	2.49	8.38	28.35	11.79	14.62	10.81	7.47
<b>Risk Managed - US Mid Cap</b>												
LVIP Blended Mid Cap Managed Volatility Fund - Service Class <sup>8, 9, 10, 11</sup>	RMUSM	05/01/2001	-0.35	6.63	7.03	6.20	10.91	24.44	8.22	8.81	8.38	4.76
LVIP JPMorgan Select Mid Cap Value Managed Volatility Fund - Service Class <sup>8, 9, 10, 11</sup>	RMUSM	05/01/2001	-0.62	2.12	4.36	3.48	3.26	18.35	6.54	9.07	5.55	6.09
<b>Risk Managed - Global/International</b>												
LVIP Franklin Templeton Global Equity Managed Volatility Fund - Service Class <sup>1, 9, 10, 11</sup>	RMGI	08/01/1985	-0.23	4.37	4.53	3.86	2.99	15.10	6.16	8.78	5.41	6.75
LVIP SSGA International Managed Volatility Fund - Service Class <sup>1, 3, 9, 11</sup>	RMGI	12/31/2013	-0.01	6.17	5.64	4.73	1.25	6.92	1.78	2.18	2.08	1.13
<b>ESG/Socially Conscious</b>												
AB VPS Sustainable Global Thematic Portfolio - Class B <sup>1</sup>	ESC	01/11/1996	-0.51	2.29	4.27	3.36	0.16	9.36	0.65	8.20	8.76	5.43
LVIP Macquarie Social Awareness Fund - Service Class <sup>9, 17, 21</sup>	ESC	05/02/1988	-0.44	1.54	3.18	2.82	5.70	21.79	9.96	13.01	11.00	9.89

# Performance Update

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

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

## 1: International

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

## 2: Asset Allocation Portfolios

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

## 3: Fund of funds

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

## 4: Exchange-traded funds

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

## 5: Alternative Funds

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

## 6: Target-date funds

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



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# Performance Update

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

## 7: Emerging Markets

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

## 8: Small & Mid Cap

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

## 9: Manager of managers funds

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

## 10: Multimanager

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

## 11: Managed Volatility Strategy

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

## 12: Bonds

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

## 13: Sector Funds

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

## 14: REIT

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

## 15: Risk Management Strategy

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

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# Performance Update

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

## 16: LVIP Government Money Market Fund

You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$10.00 per share for LVIP Government Money Market Fund, it cannot guarantee it will do so. An investment in the Fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.

## 17: Macquarie Investment Management

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

## 18: Ultra Short Bond Funds

During periods of extremely low short-term interest rates, the fund may not be able to maintain a positive yield and, given a historically low interest rate environment, may experience risks associated with rising rates.

## 19: Floating rate funds

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

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

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

## 21: ESG

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

## 22: Index

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

## 23: MSCI

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

# Performance Update

## 24: S&P

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

## Important Disclosures

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

Limitations and exclusions may apply.

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

## Asset Categories

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

**DISTRICT  
CORRESPONDENCE**  
**Board Meeting of February 19, 2025**



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

1. 02/07/2025                      Blair Douglas  
**Subject:** Sewer Main Line Extension Via Maria – Letter of Acceptance

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

1. 02/06/2025                      Goleta West Sanitary District  
**Subject:** Thank you and Recognition of the Goleta Sanitary District's Assistance and Mutual Aid Responding to and Remediating Spill Events that occurred in 2024.
  
2. 02/12/2025                      California Sanitation Risk Management Authority (CSRMA)  
CSRMA Workers' Compensation Committee and Executive Board  
**Subject:** Congratulations to Goleta Sanitary District on being awarded the Workers' Compensation Excellence Award for PY2023-2024.
  
3. 02/13/2025                      California Special Districts Association (CSDA)  
CSDA Elections and Bylaws Committee  
**Subject:** CSDA Board of Directors Call for Nominations Seat B

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