

AGENDA

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

One William Moffett Place
Goleta, California 93117

August 17, 2020

CALL TO ORDER: 6:30 p.m.

ROLL CALL OF MEMBERS

BOARD MEMBERS: Sharon Rose
Robert O. Wageneck
Jerry D. Smith
Steven T. Majoewsky
George W. Emerson

CONSIDERATION OF THE MINUTES OF THE BOARD MEETING

The Board will consider approval of the Minutes of the Regular Meeting of August 3, 2020

PUBLIC COMMENTS - Members of the public may address the Board on items within the jurisdiction of the Board.

POSTING OF AGENDA – The agenda notice for this meeting was posted at the main gate of the Goleta Sanitary District and on the District’s web site 72 hours in advance of the meeting.

BUSINESS:

1. BIENNIAL REVIEW OF DISTRICT’S CONFLICT OF INTEREST CODE
(Board may take action on this item.)
2. CONSIDERATION OF ISSUANCE OF NOTICE OF COMPLETION FOR THE GOLETA SANITARY DISTRICT 2020 PIPELINE REHABILITATION PROJECT
(Board may take action on this item.)
3. CONSIDERATION OF A MULTI-JURISDICTIONAL AGREEMENT WITH GOLETA WEST SANITARY DISTRICT FOR PRETREATMENT SERVICES
(Board may take action on this item.)
4. CONSIDERATION AND ADOPTION OF RESOLUTION NO. 20-655 APPROVING REVISED ORGANIZATION CHART AND EMPLOYEE PAY SCHEDULE
(Board may take action on this item.)

5. GENERAL MANAGER'S REPORT
6. LEGAL COUNSEL'S REPORT
7. COMMITTEE/DIRECTOR'S REPORTS AND APPROVAL/RATIFICATION OF DIRECTOR'S ACTIVITIES
8. PRESIDENT'S REPORT
9. ITEMS FOR FUTURE MEETINGS
10. CORRESPONDENCE
(The Board will consider correspondence received by and sent by the District since the last Board Meeting.)
11. APPROVAL OF BOARD COMPENSATION AND EXPENSES AND RATIFICATION OF CLAIMS PAID BY THE DISTRICT
(The Board will be asked to ratify claims.)

ADJOURNMENT

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

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

MINUTES

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

August 3, 2020

- CALL TO ORDER:** President Rose called the meeting to order at 6:32 p.m.
- BOARD MEMBERS PRESENT:** Sharon Rose, Robert O. Wageneck, Jerry D. Smith, Steven T. Majoewsky, George W. Emerson
- BOARD MEMBERS ABSENT:** None
- STAFF MEMBERS PRESENT:** Steve Wagner, General Manager/District Engineer, John, Crisman, Plant Operations Manager, and Richard Battles, Legal Counsel from Howell Moore & Gough LLP.
- OTHERS PRESENT:** Tom Evans, Director, Goleta Water District
- APPROVAL OF MINUTES:** Director Majoewsky made a motion, seconded by Director Wageneck, to approve the minutes of the Regular Board meeting of 07/20/20. The motion carried by the following vote:
- (20/08/2115)
- | | | |
|----------|---|---|
| AYES: | 5 | Rose, Wageneck, Smith, Majoewsky
Emerson |
| 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 72 hours in advance of the meeting and also on the District's website.
- PUBLIC COMMENTS:** None

BUSINESS:

1. PUBLIC HEARING REGARDING PLACING SEWER SERVICE CHARGES ON THE COUNTY TAX ROLL FOR FISCAL YEAR 2020-2021. CONSIDERATION AND APPROVAL OF RESOLUTION NO. 20-654 OVERRULING OBJECTIONS AND ADOPTING REPORT ON SEWER SERVICE CHARGES TO BE COLLECTED ON THE TAX ROLL FOR FISCAL YEAR 2020-2021.
Mr. Wagner gave the staff report.

Director Smith made a motion, seconded by Director Emerson, to approve Resolution No. 20-654 as proposed.

The motion carried by the following vote:

(20/08/2116)

AYES:	5	Rose, Wageneck, Smith, Majoewsky, Emerson
NOES:		None
ABSENT:		None
ABSTAIN:		None

2. PRESENTATION OF GREENHOUSE GAS EMISSIONS BASELINE INVENTORY ASSESSMENT

Mr. Wagner introduced the item and John Crisman, District Plant Operations Manager, gave an overview presentation on the project. Since this item was for informational purposes only, no Board action was taken.

3. DISCUSSION AND CONSIDERATION OF MEMORANDUM OF UNDERSTANDING WITH THE MOSQUITO AND VECTOR MANAGEMENT DISTRICT OF SANTA BARBARA COUNTY FOR MOSQUITO CONTROL SERVICES

Mr. Wagner gave the staff report.

Director Majoewsky made a motion, seconded by Director Wageneck, to authorize the General Manager to execute the MOU as proposed.

The motion carried by the following vote:

(20/08/2117)

AYES:	5	Rose, Wageneck, Smith, Majoewsky, Emerson
NOES:		None
ABSENT:		None
ABSTAIN:		None

4. GENERAL MANAGER'S REPORT

Mr. Wagner gave the report.

5. LEGAL COUNSEL'S REPORT

Mr. Battles reported that the CASA Attorney's Committee meeting would be held in September.

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

Director Wageneck – Reported on the research he has conducted on disinfection using Ultra Violet (UV) lighting and offered to present his finding to the Board at a subsequent meeting.

Director Smith – No report

Director Majoewsky – Reported on the 7/21//20 Goleta West Sanitary District meeting.

Director Emerson – Reminded other board members of the candidate filing deadlines for the upcoming November election.

7. PRESIDENT'S REPORT

President Rose – Reported on the July 14, 2020 Goleta Water District meeting and the SBCSDA chapter meeting panel discussion on affordable housing programs. The SBCSDA meeting was recorded on Zoom and will be available for others to view if desired.

8. ITEMS FOR FUTURE MEETINGS

A presentation by Director Wageneck on UV disinfection will be brought to the Board at a subsequent meeting date to be determined.

9. CORRESPONDENCE

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

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

Director Smith made a motion, seconded by Director Emerson, to ratify and approve the claims, for the period 07/21/20 to 08/03/20 as follows:

Running Expense Fund #4640	\$ 591,883.82
Depreciation Replacement Reserve Fund #4655	\$ 79,428.46
Retiree Health Insurance Sinking Fund #4660	\$ 8,850.57

The motion carried by the following vote:

(20/08/2118)

AYES:	5	Rose, Wageneck, Smith, Majoewsky, Emerson
NOES:		None
ABSENT:		None
ABSTAIN:		None

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:05 p.m.

Sharon Rose
Governing Board President

Robert O. Mangus, Jr.
Governing Board Secretary

Robert O. Wageneck

Jerry D. Smith

Steven T. Majoewsky

George W. Emerson

AGENDA ITEM #1

AGENDA ITEM: 1

MEETING DATE: August 17, 2020

I. NATURE OF ITEM

Biennial Review of District's Conflict of Interest Code

II. BACKGROUND INFORMATION

The District adopted a Conflict of Interest Code by Resolution No. 07-454 on May 7, 2007. The District last amended the Code by Resolution No.18-636 on August 6, 2018 to reclassify the position of Plant Superintendent to Plant Operations Manager on the list of Designated Employees. The Code incorporates by reference the applicable regulations of the Fair Political Practices Commission (FPPC). The Code also specifies disclosure categories and identifies the Designated Employees who are required to disclose financial interests by filing an annual Statement of Economic Interests (Form 700). Currently, the Code lists the following Designated Employees: (i) Directors, (ii) General Manager, (iii) Assistant General Manager, (iv) General Counsel, (v) Finance and Human Resources Manager/Board Secretary, and (iv) Plant Operations Manager.

Pursuant to Government Code Section 87306.5(a), no later than July 1 of each even-numbered year, the County of Santa Barbara is required to direct every local agency which has adopted a Conflict of Interest Code to review its Code and, if a change in its Code is necessitated by changed circumstances, to submit an amended Conflict of Interest Code to the County. If the local agency determines that no changes are required, the local agency head is required to submit a written statement to that effect to the County no later than October 1 of the same year.

The District's General Manager and legal counsel have reviewed the District's current Conflict of Interest Code and have determined that no changes are required at this time because (i) the Code incorporates by reference the applicable FPPC regulations and is therefore automatically updated each time the regulations change, and (ii) there have not been any changed circumstances, such as the creation of new Designated Employee positions, changes in the duties assigned to existing Designated Employee positions, or changes in the District's operations, that require revisions to be made to the Code.

III. COMMENTS AND RECOMMENDATIONS

It is recommended that the Governing Board (i) determine that no changes to the District's Conflict of Interest Code are required, and (ii) authorize and direct the General Manager to submit a written statement to the County (2020 Local Agency Biennial Notice) prior to October 1 to advise the County of that determination.

IV. REFERENCE MATERIALS

Resolution No. 07-454

Resolution No. 18-636

Notice from County of Santa Barbara dated July 16, 2020

2020 Local Agency Biennial Notice

Biennial Notice Instructions for Local Agencies

RESOLUTION NO. 07-454

RESOLUTION OF THE GOVERNING BOARD OF
THE GOLETA SANITARY DISTRICT ADOPTING
REVISED CONFLICT OF INTEREST CODE

WHEREAS, pursuant to the Political Reform Act (California Government Code §§ 81000 et seq.) and the regulations thereunder, the Goleta Sanitary District (the "District") adopted an amended Conflict of Interest Code on March 2, 1993 by passing Resolution No. 93-261 and adopted a revised Conflict of Interest Code on September 7, 2006 by passing Resolution No. 06-446 (the "Existing Code"); and

WHEREAS, the Governing Board of the District deems it to be in the District's best interests to adopt a new Conflict of Interest Code to update and supersede the District's Existing Code.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Governing Board of the District hereby adopts the attached Conflict of Interest Code as the Conflict of Interest Code for the District. The attached Conflict of Interest Code shall supercede and replace the Existing Code.
2. The General Manager of the District is hereby authorized and directed to submit a certified copy of the attached Conflict of Interest Code to the Santa Barbara County Board of Supervisors for approval.
3. The Conflict of Interest Code shall take effect immediately following approval by the Santa Barbara County Board of Supervisors.

PASSED AND ADOPTED this 7th day of May, 2007, by the following vote of the Governing Board of the Goleta Sanitary District:

AYES: Emerson, Trantow, Fox, Carter, Majoewsky

NOES: None

ABSENT: None

ABSTAIN: None

COPY

George W. Emerson
George W. Emerson, Board President

ATTEST:
COPY
Kamil S. Azoury
Kamil S. Azoury, Board Secretary

CERTIFICATION MADE UNDER PENALTY OF PERJURY (C.C.P. 2015.5)
COUNTY OF SANTA BARBARA

I certify (or declare) under penalty of perjury that the foregoing is a full, true and correct copy of the Resolution duly adopted by the Governing Board of the Goleta Sanitary District on May 7, 2007.

Dated: May 8, 2007

COPY
Kamil S. Azoury, Board Secretary

**GOLETA SANITARY DISTRICT
CONFLICT OF INTEREST CODE
Adopted May 7, 2007**

The Political Reform Act, Government Code sections 81000 et seq., requires state and local governmental agencies to promulgate and adopt conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code. Section 18730 can be adopted by governmental agencies through incorporation by reference and may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. The Conflict of Interest Code of the Goleta Sanitary District (the "District") is hereby amended and is hereafter comprised of (i) the terms of 2 California Code of Regulations section 18730, together with any amendments to it duly adopted by the Fair Political Practices Commission, (ii) the attached Appendix A (Designated Employees), and (iii) the attached Appendix B (Disclosure Categories).

Designated Employees shall annually file statements of economic interests with the District. Upon receipt of these statements, the District shall make and retain a copy and forward the original of each statement to the Elections Division of the Santa Barbara County Clerk-Recorder.

Appendix A
GOLETA SANITARY DISTRICT
DESIGNATED EMPLOYEES

It has been determined that the persons occupying the designated positions (“Designated Employees”) listed below make or participate in the making of decisions which may foreseeably have a material effect on financial interests. Designated Employees must disclose financial interests in those categories described in *Appendix B*, which are listed opposite the respective Designated Employees.

<u>Designated Employees</u>	<u>Disclosure Categories</u>
Directors	1-4
General Manager	1-4
Board Secretary	1-4
General Counsel	1-4

Appendix B
GOLETA SANITARY DISTRICT
DISCLOSURE CATEGORIES

CATEGORY 1

Any real property in which the Designated Employee has a direct or indirect interest, but only if the real property is located in whole or in part within the jurisdiction of the Goleta Sanitary District. Real property interests include any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is \$2,000.00 or more.

CATEGORY 2

Business positions or direct or indirect investments in or income from persons or business entities engaged in the appraisal, acquisition, or disposal of real property within the jurisdiction of the Goleta Sanitary District.

CATEGORY 3

Business positions or direct or indirect investments in business entities and income from any source or sources of income, if:

- (a) The business entities or the source or sources of income are of the type which, within the previous two years, have provided or contracted to provide, or in the future with reasonable foreseeability might provide or contract to provide services, supplies, materials, machinery or equipment to or for the use of the Goleta Sanitary District; and
- (b) Within the previous two years, the Designated Employee has made, participated in making, or in any way has attempted to use his or her official

position to influence the governmental decision to obtain or procure services, supplies, materials, machinery or equipment of the same or a similar type as those so provided or contracted to be provided to the Goleta Sanitary District or if the duties of the Designated Employee's position make it reasonably foreseeable that he or she might engage in such activity.

CATEGORY 4

Business positions or direct or indirect investments in business entities and income from any source or sources of income, if:

- (a) The business entities or the source or sources of income are of the type which, within the previous two years, have furnished or contracted to furnish, or in the future with reasonable foreseeability might furnish or contract to furnish services, supplies, materials, machinery or equipment as a subcontractor in any contract with the Goleta Sanitary District; and
- (b) Within the previous two years, the Designated Employee has made, participated in making, or in any way has attempted to use his or her official position to influence the governmental decision to obtain or procure services, supplies, material, machinery or equipment of the same or a similar type as those so provided or contracted to be provided to the Goleta Sanitary District or if the duties of the Designated Employee's position make it reasonably foreseeable that he or she might engage in such activity.

CATEGORY 5

Business positions or direct or indirect investments in business entities and income from any source or sources of income, if:

- (a) The business entities or the source or sources of income are of the type which are subject to the regulation or supervision of the Goleta Sanitary District; and
- (b) The Designated Employee's duties involve the supervision or regulation (including, but not limited to, the issuance of permits) of that type of business entity or source of income.

* * * * *

For purposes of the foregoing Disclosure Categories 1 through 5:

- (a) "Indirect investment" or "indirect interest" includes any investment or interest with a fair market value of \$2,000.00 or more that is owned by the spouse or dependent child of a Designated Employee, by an agent on behalf of a Designated Employee, or by a business entity or trust in which the Designated Employee, the Designated Employee's agents, spouse, and dependent children own directly, indirectly, or beneficially a ten percent (10%) interest or greater.
- (b) "Sources of income" shall include gifts, but shall exclude loans from commercial lending institutions made in the regular course of business on terms which are available to the public without regard to official status.

RESOLUTION NO. 18-636

**RESOLUTION OF THE GOVERNING BOARD OF
THE GOLETA SANITARY DISTRICT AMENDING
CONFLICT OF INTEREST CODE**

WHEREAS, pursuant to the Political Reform Act (California Government Code §§ 81000 et seq.) and the regulations thereunder, the Goleta Sanitary District (the "District") adopted an amended Conflict of Interest Code on May 7, 2007 by passing Resolution No. 07-454 (the "Conflict of Interest Code").

WHEREAS, on September 15, 2014 and August 4, 2016 the Governing Board of the District adopted resolutions amending the Conflict of Interest Code to revise the list of Designated Employees which is attached to the Conflict of Interest Code as Appendix A.

WHEREAS, the Governing Board of the District desires to further amend the Conflict of Interest Code to reclassify the position of Plant Superintendent to Plant Operations Manager on the list of Designated Employees which is attached to the Conflict of Interest Code as Appendix A.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Conflict of Interest Code is hereby amended by deleting Appendix A attached thereto and replacing it with the Amended Appendix A attached to this Resolution.
2. The General Manager of the District is hereby authorized and directed to submit a certified copy of this Resolution amending the Conflict of Interest Code to the Santa Barbara County Board of Supervisors for approval.
3. This amendment to the Conflict of Interest Code shall take effect immediately following approval by the Santa Barbara County Board of Supervisors.

PASSED AND ADOPTED this 6th day of August, 2018, by the following vote of the Governing Board of the Goleta Sanitary District:

AYES: Majoewsky, Emerson, Rose, Wageneck, Smith

NOES: None

ABSENT: None

ABSTAIN: None

COPY


Steven T. Majoewsky
President of the Governing Board

Countersigned

COPY


Robert O. Mangus, Jr.
Secretary of the Governing Board

Amended Appendix A
GOLETA SANITARY DISTRICT
DESIGNATED EMPLOYEES

It has been determined that the persons occupying the designated positions ("Designated Employees") listed below make or participate in the making of decisions which may foreseeably have a material effect on financial interests. Designated Employees must disclose financial interests in those categories described in *Appendix B*, which are listed opposite the respective Designated Employees.

<u>Designated Employees</u>	<u>Disclosure Categories</u>
Directors	1-4
General Manager	1-4
Assistant General Manager	1-4
General Counsel	1-4
Finance and Human Resources Manager/Board Secretary	1-4
Plant Operations Manager	1-4

CERTIFICATION MADE UNDER PENALTY OF PERJURY (C.C.P 2015.5)

COUNTY OF SANTA BARBARA

I certify (or declare) under penalty of perjury that the foregoing is a full, true and correct copy of the Resolution duly adopted by the Governing Board of the Goleta Sanitary District on August 6, 2018.

Dated: August 6, 2018

COPY

Robert O. Mangus, Jr.
Secretary of the Governing Board

Mona Miyasato
County Executive Officer

Jacquelyne Alexander
Chief Deputy
Clerk of the Board



CLERK OF THE BOARD OF SUPERVISORS

105 East Anapamu Street, Suite 407
Santa Barbara, California 93101
(805) 568-2240 • FAX (805) 568-2249
www.countyofsb.org

Received

JUL 18 2020

Goleta Sanitary District

July 16, 2020

Rob Mangus
One William Moffett Pl.
Goleta, CA 93117

RE: 2020 Conflict of Interest Biennial Review Notice for Goleta Sanitary District

Dear Rob Mangus,

This is a biennial reminder that pursuant to Government Code Section 87306.5, each local agency is required to review their Conflict of Interest Code (the Code) beginning July 1st of each even-numbered year. It is essential and legally required that an agency's Conflict of Interest Code reflects the current structure of the agency and properly identifies all officials and employees who should be filing a Form 700.

Enclosed you will find the 2020 Biennial Notice form and instructions from the Fair Political Practices Commission (FPPC). Please take the time to carefully review your agency's current Code for completeness and accuracy and ensure your code includes each of the following three components:

- 1) Incorporation Section (Terms of the Code)** - The FPPC recommends that agencies incorporate FPPC Regulation 18730 by reference, which provides the rules for disqualification procedures, reporting financial interests, and references the current gift limit. This section also designates where the Form 700s are filed and retained.

NOTE: Form 700s are filed with the **County Clerk, Recorder and Assessor**. Please confirm your code reflects the correct location for filing. The recommended language is for inclusion in the Code is, as follows:

- *Designated employees may file their statements online using eDisclosure, which will submit the Form 700 to the County Clerk, Recorder and Assessor. Statements will be made available for public inspection and reproduction (Gov Code Section 81008). Your Department/Agency's filing official can give you access.*
- *Designated employees who file using a paper Form 700 shall file with the Code Agency. Upon receipt of the Statement filed by the designated employee, a copy shall be retained with the Code Agency and the original shall be forwarded to the County Clerk, Recorder and Assessor.*

- 2) List of Designated Positions** - The Code must specifically list positions that make or participate in making decisions. Positions listed in Government Code Section 87200 (i.e. City

Councilmembers, Planning Commissioners, Members of the Board of Supervisors, etc.) are not required to be included, because these positions automatically file Form 700s.

- 3) Detailed Disclosure Categories** - A disclosure category is a description of the types of financial interests officials in one or more job classifications must disclose on their Form 700s. The categories must be tailored to the financial interests affected, and must not require public officials to disclose private financial information that does not relate to their public employment.

The FPPC offers workshops and webinars for employees who are tasked with creating or amending their agency's Code. Visit www.fppc.ca.gov for information including an online video on how to amend a local agency's Code.

Please return the 2020 Local Agency Biennial Notice to the Clerk of the Board of Supervisors by the deadline of October 1, 2020 regardless of whether the Code is being amended or not. If a change is necessitated, the agency must also submit the following: (1) An amended Conflict of Interest Code in accordance with subdivision (a) of Section 87302 and Section 87303, (2) Agency minutes authorizing the amendment to the Code and (3) A strikethrough/underscore version of the Code outlining all changes.

Agencies may submit their material directly to the County of Santa Barbara Clerk of the Board of Supervisors either by email to: Chelsea Lenzi at clenzi@countyofsb.org, or via mail to the following address:

Santa Barbara County
Clerk of the Board of Supervisors
Attn: Chelsea Lenzi
105 E. Anapamu Street, Room 407
Santa Barbara, CA 93101

Should you have questions, please do not hesitate to contact the Clerk of the Board at (805) 568-2242 or refer to the FPPC website at www.fppc.ca.gov.

Sincerely,



Chelsea Lenzi
Deputy Clerk of the Board

Enclosures:

2020 Biennial Notice
FPPC Local Agency Biennial Notice Instructions

2020 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Department Head or Director

Contact Person

Name: _____

Name: _____

Phone No: _____

Phone No: _____

Email: _____

Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its Conflict of Interest Code and has determined that *(Check one box)*:

No amendment is required.

The following amendments are required:

(Check all that apply.)

- Add new positions (including consultants) that must be designated.
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions.
- Revise based on updates to disclosure categories
- Revise the titles of existing positions.
- Other *(describe)* _____

By signing below, you are attesting to the following:

To the best of my knowledge, the agency's code accurately designates all positions that make or participate in the making of the governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

I have reviewed the Conflict of Interest Code requirements against the positions within my department and as indicated above, I have either determined the revised Conflict of Interest Code attached meets the filing requirements and I authorize the changes or that no amendment is required.

Signature of Department Head or Director

Date

The code is currently under review by the code reviewing body.

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than October 1, 2020 to the following address:

Santa Barbara County
Clerk of the Board of Supervisors
Attn: Chelsea Lenzi
105 E. Anapamu St., Room 407
Santa Barbara, CA 93101

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

2020 Conflict of Interest Code Biennial Notice Instructions for Local Agencies

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. A conflict of interest code tells public officials, governmental employees, and consultants what financial interests they must disclose on their Statement of Economic Interests (Form 700).

By **July 1, 2020**: The code reviewing body must notify agencies and special districts within its jurisdiction to review their conflict of interest codes.

By **October 1, 2020**: The biennial notice must be filed with the agency's code reviewing body.

The FPPC has prepared a 2020 Local Agency Biennial Notice form for local agencies to complete or send to agencies within its jurisdiction to complete before submitting to the code reviewing body. The City Council is the code reviewing body for city agencies. The County Board of Supervisors is the code reviewing body for county agencies and any other local government agency whose jurisdiction is determined to be solely within the county (e.g., school districts, including certain charter schools). The FPPC is the code reviewing body for any agency with jurisdiction in **more than one county** and will contact them.

The Local Agency Biennial Notice is not forwarded to the FPPC.

If amendments to an agency's conflict of interest code are necessary, the amended code must be forwarded to the code reviewing body for approval within 90 days. An agency's amended code is not effective until it has been approved by the code reviewing body.

If you answer yes, to any of the questions below, your agency's code probably needs to be amended.

- Is the current code more than five years old?
- Have there been any substantial changes to the agency's organizational structure since the last code was approved?
- Have any positions been eliminated or re-named since the last code was approved?
- Have any new positions been added since the last code was approved?
- Have there been any substantial changes in duties or responsibilities for any positions since the last code was approved?

If you have any questions or are still not sure if you should amend your agency's conflict of interest code, please contact the FPPC. Additional information including an online webinar regarding how to amend a conflict of interest code is available on [FPPC's website](#).

AGENDA ITEM #2

AGENDA ITEM: 2

MEETING DATE: August 17, 2020

I. NATURE OF ITEM

Consideration of Issuance of Notice of Completion for the Goleta Sanitary District 2020 Pipeline Rehabilitation Project

II. BACKGROUND INFORMATION

On February 20, 2020 the District awarded a contract to Insituform Technologies for the rehabilitation of approximately 7,750 linear feet of 6, 8 and 12-inch diameter sanitary sewer pipe, rehabilitation of 36 manholes and other work. The project was located on various public streets and easements within the unincorporated areas of Santa Barbara County.

III. COMMENTS AND RECOMMENDATIONS

The project has been completed as designed but two working days behind schedule, due to an equipment breakdown in the final week. The completed project was approximately \$36,000 under the authorized budget as shown on the attached Final Quantity Variance report. The project engineer and District staff have inspected the work and have found it to be satisfactorily completed. The final punch list items were completed the week of July 27, 2020. The General Manager recommends the Governing Board accept the project as complete and direct the General Manager to file the Notice of Completion with the Santa Barbara County Recorder.

IV. REFERENCE MATERIAL

MNS Engineers Project Final Report

Final Quantity Variance



MEMORANDUM

Date: August 10, 2020

To: Mr. Steve Wagner, P.E.

From: Bill Callaghan, P.E., Regional Senior Construction Manager

RE: FINAL REPORT FOR 2020 PIPELINE REHABILITATION PROJECT

Project Manager: Luis Astorga
Collection Systems Manager

Designer: Stantec Consulting Services, Inc.
111 East Victoria Street
Santa Barbara, CA 93101
805-963-9532

Inspection: MNS Engineers, Inc.
Bill Callaghan, Project Manager
Donald Spates, Senior Construction Inspector
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
805-692-6921

Contractor: Insituform Technologies, LLC
Mr. Adrian Padilla, Project Manager
10260 Matern Place
Santa Fe Springs, CA 90670
562-447-2771

Description of Work:

The project includes rehabilitation of 6-inch diameter sanitary sewer, 8-inch diameter sanitary sewer, 12-inch diameter sanitary sewer, rehabilitation of lateral services with a "Top Hat" lateral seals, rehabilitation of manholes, new sewer manholes; maintaining and diverting sewage flows, pipeline cleaning, CCTV inspection and video recording, traffic control and ancillary work as herein specified.

Project Chronology:

1. Bids Received: January 28, 2020
2. First Working Day: April 27, 2020
3. Contract Time: 65 Working Days
4. Completion Date: July 28, 2020
5. Added CCO Days: 0 Working Days
6. Added Weather Days: 0 Working Days
7. Added Other Days: 2 Working Days (Equipment malfunction)
8. Final Contract Days: 67 Working Days



- 9. Extended Completion: July 30, 2020
- 10. Substantial Completion Date: July 24, 2020
- 11. Punchlist Completion Date: July 30, 2020

Financial Data:

- 1. Bid Price: \$752,193.80
- 2. Final Price: \$753,663.94
- 3. Liquidated Damages Assessed: None

Contract Change Orders:

Number	Time Extension	Description	Cost
1	0	Additional Manhole @ Winther Way	\$11,700.00
2	0	Add Liner for 02N99 and Provide 1EA new TOP HAT lateral connection	\$8,238.00
3	0	Excavate and Provide new SDR 35 PIPE (Chan Property, San Antonio Road); Excavate and install NEW EPOXY COATED DIP (Chan Property, San Antonio Road); Credit GSD for LENGTH of SDR to DIP, EPOXY COATED PIPE AND DELIVERY	\$42,611.38
4	0	State Street Repair: Unknown utilities found: Additional excavation and repair to sewer services including new chimney lateral connection/water pipe reconnection; STERRETT: Extra T&M moving MH and encountering utilities: Return to original location and protect property: Concrete Encased pipe encountered. Additional excavation required to connect to competent pipe. Additional 6 LF SDR 35 pipe and new clean-out added as directed; Camino Mauadero: Pipe broken in MH (existing condition). Directed repair and mortar. State Street: Repair 2 laterals not shown on plans: San Antonio (Chan) locate and determine alignment of pipeline and location of point repair; Miscellaneous directed work: Replace collar at Sterrett; MH03U76; Extra demo at Winther to conform to new manhole (CCO 1); Clear and Grub easement at Chan Property; relocate trees; trim trees; dig holes for new trees at Chan property as directed;	\$48,669.46

Construction Details:

The project included furnishing all labor, materials, and equipment for the construction of the 2020 Pipeline Rehabilitation Project, together with all appurtenant work and facilities, complete and in place.



The project included rehabilitation of approximately 511 linear feet of 6-inch diameter sanitary sewer, 6,193 linear feet of 8-inch diameter sanitary sewer, 777 linear feet of 12-inch diameter sanitary sewer, rehabilitation of 89 services with a "Top Hat" lateral seals, rehabilitation of 41 manholes, removal of 6 sewer clean outs replaced with 6 new sewer manholes, and 12 point repairs on sewer mainline.

Contractor Performance:

The progress, efficiency, and quality of work performed by Insituform Technologies, LLC, and their subcontractors, was satisfactory.

Contractor Claims:

There were 0 outstanding claims on this project as of final completion of the work.

Additional Work Outside of Contract:

Costs to the project were added for the installation of an additional manhole located at Winther Way. This was at the request of Goleta Sanitary District. This was the result of planned future development and included the removal of an existing sewer cleanout. The contractor agreed to perform the work at contract unit prices. The total cost increase to the contract for change order number 1 was \$11,700.00.

In consideration of the location of the work, additional costs were incurred as a result of re-lining a section of the District's main sewer line (02N99). This also required an additional "Top Hat" lateral connection. This work was performed at the request of Goleta Sanitary District. The total cost increase to the contract under change order number 2 was \$8,238.00.

Additional costs to the project included work located at San Antonio Road (Chan property). As a result of locating the existing mainline, the point repair required was extended to include approximately 140 LF of SDR 35 mainline pipe and the replacement of cast iron pipe to epoxy coated ductile iron pipe. As a result of this change, the cost increase to the contract for change order number 3 was \$42,611.38.

Costs to the project were added for miscellaneous work, project wide at various locations as directed by the Engineer, including: At State Street, un-marked utilities were discovered hindering excavation, requiring repair; sewer lateral damage was observed and repaired as directed; all utilities were re-established following point repair work; work was also performed at night in order to accommodate businesses at location: At Sterrett; extra work associated with directed relocation of a new manhole; existing electrical and gas lines were encountered that were not marked by USA; mainline sewer connection location was encased in concrete requiring additional excavation to expose location to connect sewer lateral; additional pipe and new cleanout at this location was provided as directed; work was tracked at time and materials: At Camino Mauadero; repair manhole; repair additional laterals located as a result of excavation: replace PCC collar at manhole MH03U76 as directed; assist with additional landscaping and relocation of plantings at San Antonio: included excavation for placement of new trees, irrigation valving and lateral connections: Work directed at time and material. The total costs increase to the contract for change order number 4 was \$48,669.46.



Project Manager Comments:

As a result of underruns on a number of contract items, the overall increase to the total contract amount as a result of directed changes was 0.20%. Communication with project stakeholders was very efficient. The prime contractor and subcontractors were receptive to both District and Inspector direction. Considering the conditions encountered during the project, specifically coordinating, and dealing with the COVID-19 pandemic, the project was successful.

**GOLETA SANITARY DISTRICT
2020 PIPELINE REHABILITATION PROJECT**

FINAL QUANTITY VARIANCE REPORT

Contractor: **INSITUFORM TECHNOLOGIES, LLC**
Address: 10260 Matern Place
Santa Fe Springs, CA 90670

Work Started: 27-Apr-20
Estimated Completion Date: 28-Jul-20
Elapsed Time: 100.000%

ITEM NO.	ITEM DESCRIPTION	ORIGINAL CONTRACT BID				PERCENT COMPLETE	TOTAL TO DATE		TOTAL VARIANCE	
		Quantity	Unit	Price	Amount		Quantity	Amount	Quantity	Amount
PROJECT COST BREAK-DOWN										
1	Mobilization, Demob, Bonds & Insur	1	LS	\$8,000.00	\$8,000.00	100.00%	1.00	\$8,000.00	0.0	\$0.00
2	Traffic Control, Postings, Notifications	1	LS	\$4,600.00	\$4,600.00	100.00%	1.00	\$4,600.00	0.0	\$0.00
3	SB APCD Permit	1	LS	\$1,800.00	\$1,800.00	100.00%	1.00	\$1,800.00	0.0	\$0.00
4	OSHA Excavation Shoring and Safety Measures	1	LS	\$10,700.00	\$10,700.00	100.00%	1.00	\$10,700.00	0.0	\$0.00
5	6-Inch Pipe Cleaning, CCTV Inspection and Video	386	LF	\$5.30	\$2,045.80	152.33%	588.00	\$3,116.40	202.0	\$1,070.60
6	8-Inch Pipe Cleaning, CCTV Inspection and Video	6,571	LF	\$3.70	\$24,312.70	98.46%	6,470.00	\$23,939.00	(101.0)	(\$373.70)
7	12-Inch Pipe Cleaning, CCTV Inspection and Video	777	LF	\$8.60	\$6,682.20	100.00%	777.00	\$6,682.20	0.0	\$0.00
8	6-Inch Pipe Rehabilitation by CIPP Method	386	LF	\$40.20	\$15,517.20	132.38%	511.00	\$20,542.20	125.0	\$5,025.00
9	8-Inch Pipe Rehabilitation by CIPP Method	6,571	LF	\$25.20	\$165,589.20	94.25%	6,193.00	\$156,063.60	(378.0)	(\$9,525.60)
10	12-Inch Pipe Rehabilitation by CIPP Method	777	LF	\$46.10	\$35,819.70	100.00%	777.00	\$35,819.70	0.0	\$0.00
11	Re-Establish and "Top-Hat" Service Lateral Connection	73	EA	\$1,363.00	\$99,499.00	91.78%	67.00	\$91,321.00	(6.0)	(\$8,178.00)
12	Point Repairs (Offset Joints, cracked pipe)	4	EA	\$12,494.00	\$49,976.00	150.00%	6.00	\$74,964.00	2.0	\$24,988.00
13	Pipe Replacement	300	LF	\$267.00	\$80,100.00	26.67%	80.00	\$21,360.00	(220.0)	(\$58,740.00)
14	Manhole Rehabilitation	34	EA	\$2,200.00	\$74,800.00	105.88%	36.00	\$79,200.00	2.0	\$4,400.00
15	Remove Existing and Provide NEW MH Frame and Cover	7	EA	\$1,200.00	\$8,400.00	100.00%	7.00	\$8,400.00	0.0	\$0.00
16	Remove Existing MH F&C and Install GSD Furnished Cover	14	EA	\$700.00	\$9,800.00	100.00%	14.00	\$9,800.00	0.0	\$0.00
17	Remove Existing Sewer CO or MH and install NEW MH	6	EA	\$11,700.00	\$70,200.00	100.00%	6.00	\$70,200.00	0.0	\$0.00
18	Remove Metal Riser/Reset to Grade with PCC rings	8	EA	\$400.00	\$3,200.00	100.00%	8.00	\$3,200.00	0.0	\$0.00
19	Provide new PCC Collar (Reuse existing frame and cover)	10	EA	\$600.00	\$6,000.00	100.00%	10.00	\$6,000.00	0.0	\$0.00
20	Construct Minor Repair in existing MH	9	EA	\$1,000.00	\$9,000.00	33.33%	3.00	\$3,000.00	(6.0)	(\$6,000.00)
21	Dye Testing of Lateral Service Connections	87	EA	\$321.00	\$27,927.00	2.30%	2.00	\$642.00	(85.0)	(\$27,285.00)
22	Handle Sewer Flows/Bypass pumping	1	LS	\$1,800.00	\$1,800.00	100.00%	1.00	\$1,800.00	0.0	\$0.00
23	Provide Portable Restroom with Hand Sink	75	EA/Day	\$61.00	\$4,575.00	13.33%	10.00	\$610.00	(65.0)	(\$3,965.00)
24	Trench subgrade Stabilization	50	CY	\$137.00	\$6,850.00	10.00%	5.00	\$685.00	(45.0)	(\$6,165.00)
25	Allowance for Owner Specified Changes	1	LS	\$25,000.00	\$25,000.00	0.00%	0.00	\$0.00	(1.0)	(\$25,000.00)

Total BASE Contract Amount = \$752,193.80 \$642,445.10 (\$109,748.70)

**GOLETA SANITARY DISTRICT
2020 PIPELINE REHABILITATION PROJECT**

FINAL QUANTITY VARIANCE REPORT

Contractor: **INSITUFORM TECHNOLOGIES, LLC**
Address: 10260 Matern Place
Santa Fe Springs, CA 90670

Work Started: 27-Apr-20
Estimated Completion Date: 28-Jul-20
Elapsed Time: 100.000%

Change Orders

1	Additional Manhole @ Winther Way	1	EA	\$11,700.00	\$11,700.00	100.00%	1.00	\$11,700.00	1.00	\$11,700.00
2	Add Liner for 02N99 and Provide 1EA new TOP HAT lateral connection	1	LS	\$8,238.00	\$8,238.00	100.00%	1.00	\$8,238.00	1.00	\$8,238.00
3	Excavate and Provide new SDR 35 PIPE (Chan Property, San Antonio Road)	140	LF	\$267.00	\$37,380.00	100.00%	140.00	\$37,380.00	140.00	\$37,380.00
	Excavate and install NEW EPOXY COATED DIP (Chan Property, San Antonio Road)	54	LF	\$51.22	\$2,765.88	100.00%	54.00	\$2,765.88	54.00	\$2,765.88
	Credit GSD for LENGTH of SDR to DIP, EPOXY COATED PIPE AND DELIVERY	1	LS	\$2,465.50	\$2,465.50	100.00%	1.00	\$2,465.50	1.00	\$2,465.50
CCO 4							0.00		0.00	
T&M	State Street Repair: Unknown utilities found: Additional excavation and repair to sewer services including new chimney lateral connection/water pipe reconnection	1	LS	\$16,706.11	\$16,706.11	100.00%	1.00	\$16,706.11	1.00	\$16,706.11
T&M	STERRETT: Extra T&M moving MH and encountering utilities: Return to original location and protect property	1	LS	\$3,022.64	\$3,022.64	100.00%	1.00	\$3,022.64	1.00	\$3,022.64
T&M	Camino Mauadero: Pipe broken in MH (existing condition). Directed repair and mortar. State Street: Repair 2 laterals not shown on plans: San Antonio (Chan) locate and determine alignment of pipeline and location of point repair	1	LS	\$5,235.82	\$5,235.82	100.00%	1.00	\$5,235.82	1.00	\$5,235.82
T&M	STERRETT: Concrete Encased pipe encountered. Additional excavation required to connect to competent pipe. Additional 6 LF SDR 35 pipe and new clean-out added as directed.	1	LS	\$15,095.62	\$15,095.62	100.00%	1.00	\$15,095.62	1.00	\$15,095.62
T&M	Miscellaneous directed work: Replace collar at Sterrett; MH03U76; Extra demo at Winther to conform to new mainhole (CCO 1); Clear and Grub easement at Chan Property; relocate trees; trim trees; dig holes for new trees at Chan property as directed;	1	LS	\$8,609.27	\$8,609.27	100.00%	1.00	\$8,609.27	1.00	\$8,609.27

\$111,218.84

ORIGINAL CONTRACT AMOUNT = \$752,193.80

FINAL CONTRACT = \$753,663.94

TOTAL PROJECT VARIANCE = \$1,470.14

AGENDA ITEM #3

AGENDA ITEM: 3

MEETING DATE: August 17, 2020

I. NATURE OF ITEM

Consideration of a Multi-Jurisdictional Agreement with Goleta West Sanitary District for Pretreatment Services

II. BACKGROUND INFORMATION

The Goleta Sanitary District (GSD) owns and operates a regional water resource recovery facility (WRRF) that provides wastewater treatment, disposal, and resource recovery services for areas located beyond the District's jurisdictional boundaries. This service territory includes all areas served by the Goleta West Sanitary District (GWSD), portions of the City of Goleta, City of Santa Barbara, County of Santa Barbara and the University of California at Santa Barbara.

40 C.F.R. Part 403 and California Government Code Sections 54725 through 54740 require the District to adopt, implement, and enforce a pretreatment program to control discharges from all industrial users of the WRRF. While the District has the authority to implement and enforce a pretreatment program within its jurisdiction, it doesn't have the authority to do so for service areas outside of its jurisdiction, absent some type of agreement or other legal contract to do so.

The primary purpose of a Multi-Jurisdictional Agreement (MJA) is to provide the District the authority to implement and enforce a pretreatment program in all areas served by the WRRF. The Environmental Protection Agency (EPA) has developed guidelines on MJAs and a model agreement that agencies are encouraged to use as they meet the regulatory requirements. A copy of the EPA MJA guidance document is attached to this report.

For areas within GWSD's jurisdiction (and within the GSD WRRF service territory), an MJA can ensure that GWSD (i) adopts an industrial waste and pretreatment ordinance that subjects the industrial users within its boundaries to the necessary pretreatment controls, and (ii) implements and enforces that industrial waste and pretreatment ordinance.

GSD and GWSD have worked closely on the implementation of their respective pretreatment project pursuant to a prior agreement approved in 1991. This agreement was compared to the current EPA guidelines and it was decided that a new agreement based on the EPA model MJA would be required.

A draft MJA with GWSD based on the EPA guidelines has been developed and reviewed by legal counsel. The MJA was reviewed and approved by the GWSD Board on August 4, 2020. A copy of the proposed MJA is attached to this report and presented herein for Board consideration.

III. COMMENTS AND RECOMMENDATIONS

In order to ensure the District meets the regulatory requirements associated with the implementation and enforcement of a pretreatment program in all areas served by the District's WRRF, staff recommends the Board approve the attached MJA with GWSD. MJAs with other agencies served by the District's WRRF will be brought to the Board in future.

IV. REFERENCE MATERIAL

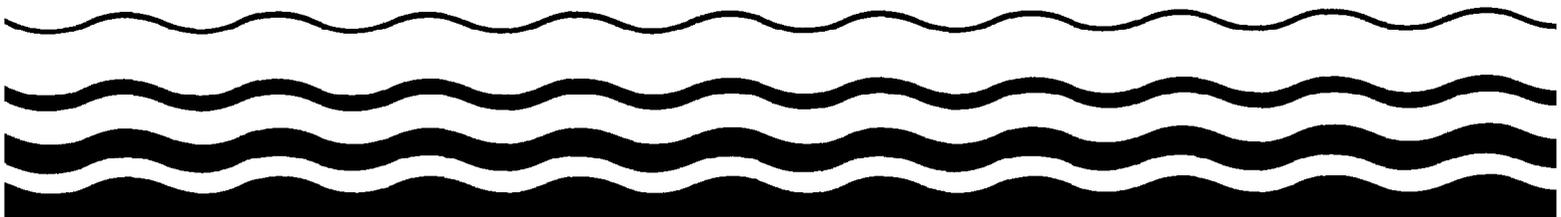
EPA MJA Guidance Document

GWSD MJA



Multijurisdictional Pretreatment Programs

Guidance Manual



THIS DOCUMENT IS AGENCY GUIDANCE ONLY

It does not establish or affect legal rights or obligations. It does not establish a binding norm and is not finally determinative of the issues addressed. Agency decisions in any particular case will be made by applying the law and regulations on the basis of specific facts when permits are issued, regulations promulgated or programs are approved.

TABLE OF CONTENTS

	<u>Page</u>
1. INTRODUCTION	1
1.1 Who is required to develop a pretreatment program	1
1.2 Elements of an approved pretreatment program	2
1.3 When multijurisdictional programs are necessary	3
1.4 Overview of the types of multijurisdictional pretreatment programs	4
1.5 Common deficiencies in multijurisdictional pretreatment programs	6
2. SOLUTIONS TO MULTIJURISDICTIONAL APPROVED PRETREATMENT PROGRAM IMPLEMENTATION AND ENFORCEMENT PROBLEMS	7
2.1 CONTROL AUTHORITY HAS DIRECT AUTHORITY OVER EXTRAJURISDICTIONAL INDUSTRIAL USERS	9
2.1.1 Control authority applies its local law to extrajurisdictional industrial users under common law theories	9
2.1.2 Control authority applies its local law to extrajurisdictional industrial users pursuant to authority granted under state statute	10
2.1.3 Creation under state law of limited function special sewer districts and authorities	11
2.1.4 Annexation	12
2.2 MULTIJURISDICTIONAL AGREEMENTS: IMPLEMENTING THE APPROVED PRETREATMENT PROGRAM USING THE LEGAL AUTHORITY OF MORE THAN ONE JURISDICTION	12
2.2.1 Minimum elements of a multijurisdictional agreement	13
2.2.2 Delegation of authority to control authority	13
2.2.3 Contributing jurisdiction implements and enforces its own program	15
2.2.4 Creation of a limited function authority	16
2.2.5 Restrictions on delegation of authority	16
2.3 NONREGULATORY CONTROL: INDUSTRIAL USER CONTRACTS	17
2.3.1 Problem with extrajurisdictional industrial user contracts	17
2.3.2 Enforcement through citizen suits	17
2.4 OBTAINING THE COOPERATION OF CONTRIBUTING MUNICIPALITIES	18
2.4.1 Revision of existing agreements	18
2.4.2 Include contributing jurisdiction on NPDES permit	19

LIST OF TABLES AND FIGURES

	<u>Page</u>
TABLE 1. Basic requirements of an approved pretreatment program	3
TABLE 2. Elements of multijurisdictional agreements	14
TABLE 3. Elements of a control authority/extrajurisdictional industrial user contract	17
FIGURE 1. Municipality with potw receiving discharges from another municipality	5
FIGURE 2. Sewer district or authority covering several municipalities created by contributing jurisdictions or by state legislature	6

APPENDICES

- APPENDIX A Example multijurisdictional agreement giving the control authority responsibility over pretreatment program implementation and enforcement

- APPENDIX B Example multijurisdictional agreement giving the contributing jurisdiction responsibility for pretreatment program implementation and enforcement

- APPENDIX C Example of an industrial user contract

1. INTRODUCTION

The National Pretreatment Program was designed to be developed, implemented, and enforced primarily by the municipal entities that own or operate wastewater treatment facilities. Effective pretreatment program implementation and enforcement is more difficult to achieve if some dischargers are located beyond the legal jurisdiction of the municipal entity that administers the Approved Pretreatment Program. As a general rule, the powers of a municipal entity are limited to its geographic boundaries, and additional authority will be needed to regulate industrial users located beyond these boundaries. The U.S. Environmental Protection Agency (EPA) refers to these types of situations as "multijurisdictional," because industrial users are located within the boundaries of one or more jurisdictions other than the municipal entity that is charged with program implementation and enforcement responsibilities. This guidance document is intended to address these multijurisdictional program implementation and enforcement issues and offer some of the options that municipal entities may employ to satisfy federal and state program requirements.

THIS GUIDANCE DOCUMENT DOES NOT PROVIDE SPECIFIC LEGAL ADVICE ON WHETHER ANY ONE OF THE OPTIONS IS ADEQUATE TO SOLVE THE PROBLEMS PRESENTED BY A PARTICULAR SITUATION. EACH MUNICIPAL ENTITY MUST RELY ON ADVICE OF ITS LEGAL COUNSEL WHEN EVALUATING THE USE OF THE OPTIONS PRESENTED.

1.1 WHO IS REQUIRED TO DEVELOP A PRETREATMENT PROGRAM

The General Pretreatment Regulations, set out at 40 Code of Federal Regulations (CFR) Part 403, establish uniform federal requirements that apply to wastewater treatment facilities that meet the definition of the term "Publicly Owned Treatment Works" (POTW) and to the industrial users that discharge wastes to these facilities. Pursuant to these regulatory requirements, any POTW, or combination of POTWs operated by the same entity, with a total design flow of greater than 5 Million Gallons Per Day (MGD) and receiving waste from dischargers subject to federal pretreatment standards and requirements must establish a pretreatment program. The National

Pollutant Discharge Elimination System (NPDES) permitting authority, either EPA or a state with an approved NPDES permitting program, also may require that a POTW with a design flow of less than 5 MGD establish a pretreatment program if it determines that it is necessary to prevent interference or pass through at the POTW. A requirement that the POTW implement and enforce this pretreatment program becomes a condition of the POTW's NPDES permit.

The term POTW, as used in the General Pretreatment Regulations, refers not only to the wastewater treatment facility itself, including the sewers, pipes, and other infrastructure used to convey wastewater to the facility, but also to the municipal entity or entities that own or operate the treatment works and have jurisdiction over the persons discharging wastewater to the facility. The terms "municipality" or "municipal entity" are used in this guidance as generic terms and may include towns, villages, cities, counties, sewer districts or authorities, and even the state, where it owns all or part of the POTW. It is the municipal entity or entities that own or operate the POTW that are charged with the responsibility for developing, implementing, and enforcing a pretreatment program.

1.2 ELEMENTS OF AN APPROVED PRETREATMENT PROGRAM

Each pretreatment program is evaluated for completeness according to the criteria set out in the General Pretreatment Regulations. An Approved Pretreatment Program must contain six general elements. Table 1 summarizes these general requirements. A municipal entity whose pretreatment program has been approved by EPA or a duly authorized state is referred to as the "Control Authority."

To receive pretreatment program approval, the Control Authority must demonstrate that it has the legal authority to enforce federal, state, and local pretreatment standards and requirements against all industrial users discharging to the POTW and the procedures necessary for program implementation. The Control Authority derives this power through state statute or regulations promulgated thereunder, through its local sewer use ordinance or regulations, or through agreements with other municipal entities in which industrial users of the Control Authority's POTW are located.

The specific legal authorities and procedures that a Control Authority must have to implement a pretreatment program are set out in 40 CFR 403.8(f) of the General Pretreatment Regulations.

TABLE 1. BASIC REQUIREMENTS OF AN APPROVED PRETREATMENT PROGRAM

1. Legal Authority to implement and enforce program requirements through a sewer use ordinance or similar authority.
2. Local Discharge Limits developed using site-specific data in order to protect the collection system, treatment plant, POTW employees, sludge reuse and disposal practices, and receiving stream.
3. Industrial User Inventory to provide current information on the sources, nature, and volume of industrial discharges.
4. Control Mechanism such as permits to ensure that industrial users comply with pretreatment standards and requirements.
5. Compliance Monitoring procedures including inspections, sampling of industrial users, and data management.
6. Enforcement Response Plan to facilitate swift and effective enforcement against industrial users violating the sewer use ordinance and/or control mechanism conditions.

1.3 WHEN MULTIJURISDICTIONAL PROGRAMS ARE NECESSARY

A Control Authority's power to implement and enforce its Approved Pretreatment Program is directly related to its regulatory "jurisdiction." Jurisdiction encompasses both the legal/geographical boundary and the regulatory powers of a municipal entity. In essence, it is the area within which a municipal entity has power to regulate the activities of people and organizations. Local jurisdiction limits are usually defined by a state legislature in the charter or enabling legislation creating the municipality and in the general laws of the state. The enabling legislation defines both the Control Authority's ability to exercise regulatory powers and the geographical area within which these powers may be used. The powers described in the enabling legislation should provide the basis for a Control Authority's authority to adopt a local sewer use ordinance that regulates discharges into the POTW. The geographical boundaries outlined in the enabling legislation identify the perimeter within which dischargers are subject to the conditions of the sewer use ordinance. As discussed in Section 2.1.2, this perimeter may be extended by special state legislation. Therefore, the first step in determining whether a pretreatment program is multijurisdictional is to determine the extent of

the Control Authority's legal jurisdiction and compare that to the location of dischargers throughout the service area. For the purposes of this guidance document, dischargers located outside of the Control Authority's jurisdiction are referred to as "extrajurisdictional industrial users."

Control Authorities with multijurisdictional programs must establish legally binding procedures to ensure that all extrajurisdictional industrial users are subject to enforceable pretreatment standards and requirements. See 40 CFR §403.8(f)(1). The Control Authority must either obtain this authority for itself or ensure that some municipal entity has both the authority and the obligation to implement and enforce pretreatment standards and requirements against every industrial user that discharges to the POTW. Where more than one municipal entity is involved, the Control Authority should be able to coordinate their activities and remains liable for all deficiencies in implementation and enforcement of the Approved Pretreatment Program. Implementation and enforcement options for multijurisdictional Approved Pretreatment Programs are discussed in greater detail in Section 2.

1.4 OVERVIEW OF THE TYPES OF MULTIJURISDICTIONAL PRETREATMENT PROGRAMS

There are several possible multijurisdictional scenarios. Figure 1 shows a POTW that is owned by one municipal entity (City A) and receives discharges from extrajurisdictional industrial users located in another municipal entity (City B). City A does not possess authority to regulate facilities within City B's boundaries. Two entities have regulatory authority within City B: the state government and City B itself. To ensure that pretreatment program standards and requirements are implemented and enforced against extrajurisdictional industrial users located within City B, City A must either enter into a multijurisdictional agreement with City B or receive additional authority from the state legislature.

In some circumstances, there may not be another local government that is responsible for or able to impose pretreatment program standards and requirements against extrajurisdictional industrial users. For example, City A may own sewer pipes extending to extrajurisdictional industrial users in an unincorporated area of the neighboring county and the county may not have regulatory authority to enforce program standards and requirements against the industrial user. City A's only option may be to obtain additional authority from the state.

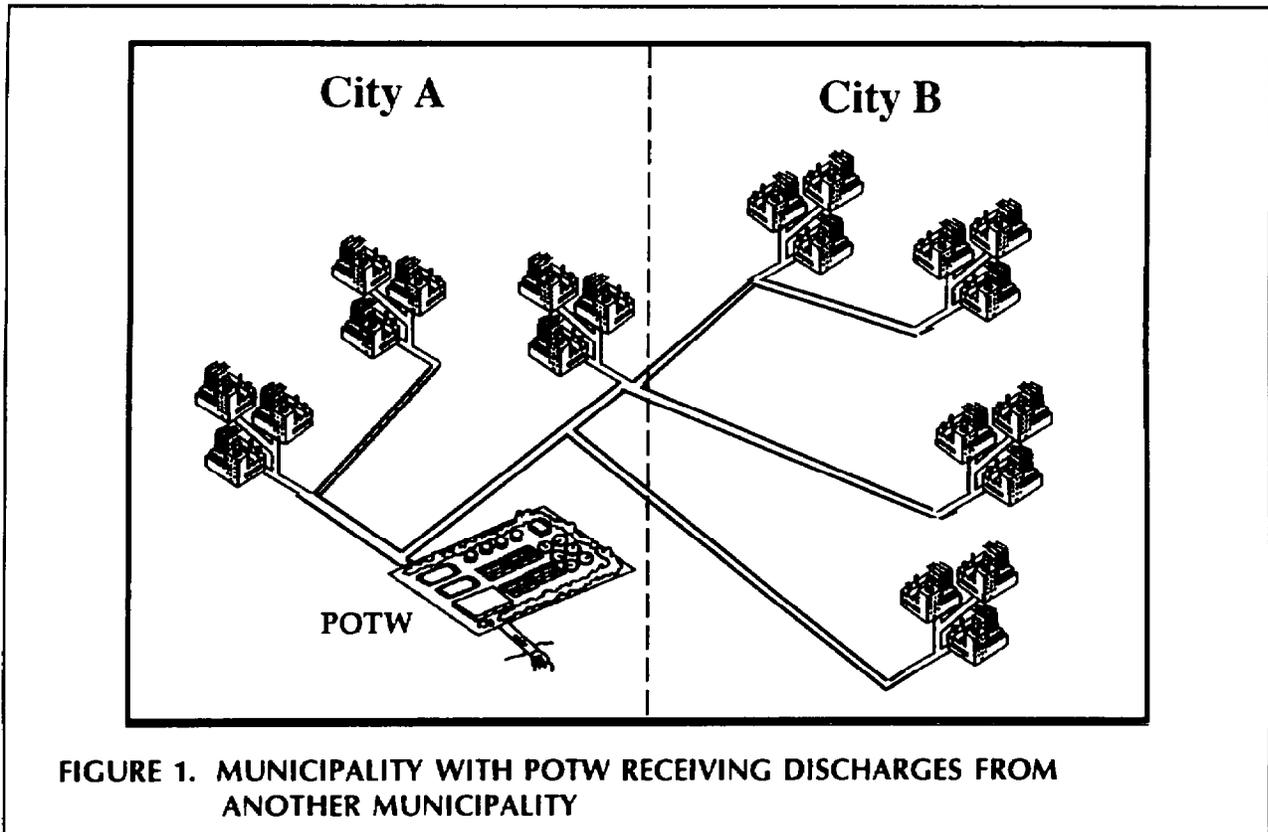


FIGURE 1. MUNICIPALITY WITH POTW RECEIVING DISCHARGES FROM ANOTHER MUNICIPALITY

It is not uncommon for a POTW to receive wastewater discharges from many contributing jurisdictions. In such cases, several approaches may be needed to resolve program implementation and enforcement issues. In some major metropolitan areas, scores of local jurisdictions use a single POTW. In such circumstances, some sort of special state authority is a virtual necessity for effective regulation.

In Figure 2, a regional sewer authority has been established with jurisdiction over several communities. A regional sewer authority may be independently empowered by state enabling legislation to fully implement and enforce the Approved Pretreatment Program against all dischargers within a defined area. The service area boundaries are defined, by state law, to include other jurisdictions. This is often referred to as a Sanitary District or Special Sewer Authority. This mechanism gives the Control Authority the ability to cross traditional municipal jurisdictional boundaries to implement and enforce its Approved Pretreatment Program. Because this authority is granted under state law, there is no multijurisdictional problem, if all industrial users are located

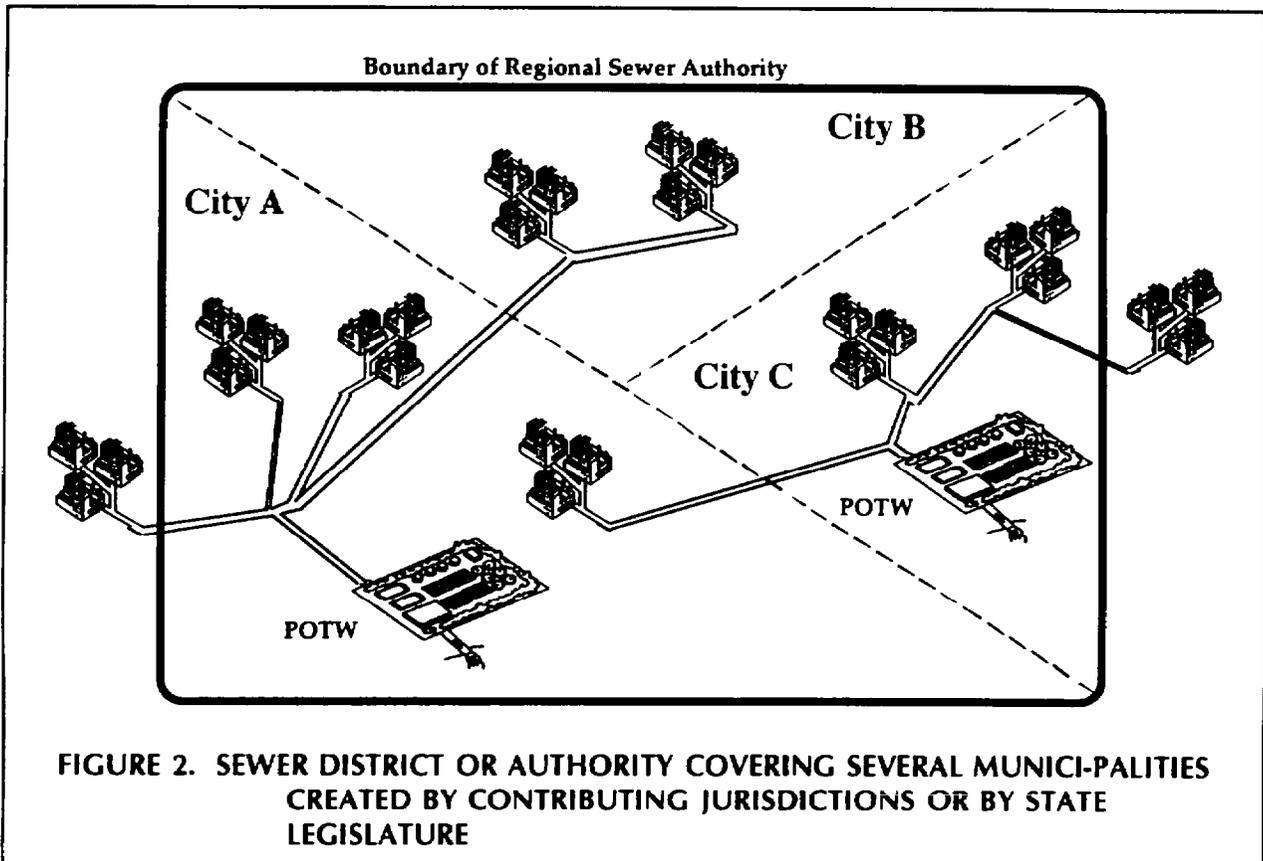


FIGURE 2. SEWER DISTRICT OR AUTHORITY COVERING SEVERAL MUNICI-PALITIES CREATED BY CONTRIBUTING JURISDICTIONS OR BY STATE LEGISLATURE

within the district. Note that in Figure 2, however, there are industrial users located outside of the jurisdiction of the Regional Sewer Authority, and these users will need to be controlled using other mechanisms.

1.5 COMMON DEFICIENCIES IN MULTIJURISDICTIONAL PRETREATMENT PROGRAMS

Most Control Authorities with multijurisdictional programs have entered into agreements with the municipal entities in which extrajurisdictional industrial users are located. Some of these agreements predate the imposition of the federal pretreatment program requirements and address only conditions for providing collection and treatment of wastewater. Existing agreements are occasionally limited to the following types of provisions:

- Wastewater treatment capacity available to the contributing jurisdiction
- Service fees for wastewater treatment
- Ownership and maintenance of sewer lines and interceptors
- Fiscal responsibilities for future treatment plant or collection system expansion
- Requirement that the total discharge from the contributing jurisdiction meet certain discharge limitations
- Duration of agreement.

Agreements that are limited to the above provisions are inadequate for purposes of Approved Pretreatment Program implementation and enforcement because they fail to provide for the imposition of adequate pretreatment standards and requirements on extrajurisdictional industrial users.

If its existing agreement with a contributing jurisdiction is inadequate, the Control Authority must either renegotiate with the contributing jurisdiction or receive direct regulatory authority from the state legislature. If the contributing jurisdiction refuses to renegotiate an inadequate multijurisdictional agreement, the options discussed in Section 2.4 should be pursued.

2. SOLUTIONS TO MULTIJURISDICTIONAL APPROVED PRETREATMENT PROGRAM IMPLEMENTATION AND ENFORCEMENT PROBLEMS

The mechanisms for achieving control of extrajurisdictional industrial users are varied and their use depends largely on the particular circumstances of each Approved Pretreatment Program. This section highlights some of these alternatives. Model language has been included in the Appendices to further illustrate these strategies. The alternatives described here are not exhaustive, and a Control Authority may develop other strategies or use other mechanisms that provide equivalent implementation and enforcement authorities. A Control Authority should

contact its state or EPA Regional Pretreatment Coordinator for advice on the adequacy of existing or proposed multijurisdictional control mechanisms.

Possible solutions to multijurisdictional program implementation and enforcement issues are discussed below. It is preferable that a Control Authority have the direct authority to develop, implement, and enforce pretreatment standards and requirements necessary to regulate all industrial users of its POTW, including extrajurisdictional industrial users. Options for a Control Authority to obtain this direct authority are discussed in Section 2.1. Included in this section is the option of creating new regional entities under state law to implement and enforce the Approved Pretreatment Program.

An adequate but more cumbersome situation exists where the authorities of more than one municipal entity must be used, and implementation and enforcement of the Approved Pretreatment Program are coordinated among these municipal entities. In these cases, it is necessary for the Control Authority and each municipal entity in which extrajurisdictional industrial users are located to enter into agreements that outline which entities will have responsibility for implementing and enforcing pretreatment standards and requirements against the industrial users. Generally, each municipal entity will develop its own pretreatment authorities (e.g., sewer use ordinance). The Approved Pretreatment Program is then enforced either by the Control Authority as agent for the others, jointly by some or all of the municipalities, or by a separately incorporated sewer district or authority that, in effect, acts as agent for all of the municipalities. These scenarios are discussed in Section 2.2.

When a Control Authority is not able to employ any of the options discussed above, it must explore other methods for Approved Pretreatment Program implementation and enforcement. A Control Authority can obtain limited control over extrajurisdictional industrial users by entering into contracts directly with such users. Contracts generally are not sufficiently enforceable to satisfy the minimum federal requirements. It may, however, be necessary for the Control Authority to use contracts until it obtains more effective controls over these users.

Contracts with extrajurisdictional industrial users, together with enforcement through citizen suits for violations of federal pretreatment program requirements, are discussed in Section 2.3.

Finally, means by which the Control Authority may obtain the cooperation of contributing jurisdictions in implementation of a multijurisdictional program are discussed in Section 2.4.

2.1 CONTROL AUTHORITY HAS DIRECT AUTHORITY OVER EXTRAJURISDICTIONAL INDUSTRIAL USERS

2.1.1 CONTROL AUTHORITY APPLIES ITS LOCAL LAW TO EXTRAJURISDICTIONAL INDUSTRIAL USERS UNDER COMMON LAW THEORIES

Municipal ordinances generally are enforceable only in the jurisdiction of the municipal entity by which they are enacted. Without express authority under state law, most Control Authorities will not have the ability to enforce local ordinance provisions outside of their boundaries.

If the extrajurisdictional industrial user discharges directly into the collection system owned or operated by the Control Authority, the Control Authority's sewer use laws are more likely to apply. Some Control Authorities have been advised by their legal counsel that their local ordinance is applicable to extrajurisdictional industrial users who agree in a contract to be subject to those laws or enter into the Control Authority's jurisdiction and accept a permit to discharge into the system. Again, the efficacy of these approaches will depend on the law of the state in which the Control Authority is located.

Attempts by Control Authorities to directly enforce their local sewer use ordinance against extrajurisdictional industrial users in the absence of authorization under state law to do so have generally been unsuccessful. For example, where an extrajurisdictional industrial user has refused to allow a Control Authority to conduct inspections, Control Authorities have had limited ability to obtain a warrant to gain access to the facility. Similarly, if judicial enforcement is

necessary, the extrajurisdictional industrial user may challenge the Control Authority's ability to enforce its own law against the industrial user. If, given these limitations, the municipal entity does not have extraterritorial authority, it must explore other options, some of which are set out below in this Section. Problems are best eliminated by giving the Control Authority clear authority when the pretreatment program is being developed.

2.1.2 CONTROL AUTHORITY APPLIES ITS LOCAL LAW TO EXTRAJURISDICTIONAL INDUSTRIAL USERS PURSUANT TO AUTHORITY GRANTED UNDER STATE STATUTE

As indicated in Section 1.3, municipal entities are generally viewed as having definite geographic boundaries within which they may exercise the governmental power they possess under state and local law. However, pursuant to some states' law, municipal entities have been granted extraterritorial powers over all facilities discharging to their POTWs. Consequently, in these circumstances, a Control Authority may enforce the provisions of its local sewer use ordinance against all of its industrial users, regardless of where such industrial users are located. In these states, multijurisdictional concerns have largely been eliminated because all industrial users are considered to be within the jurisdiction of the Control Authority for the purposes of Approved Pretreatment Program implementation and enforcement.

It should be noted that the scope of this extraterritorial power, in most cases, will be expressly limited by state statute. While some state laws may provide the authority to maintain an enforcement action against an extrajurisdictional industrial user, one must determine if the statute also grants the Control Authority the power to develop limits and monitoring requirements, to permit extrajurisdictional industrial users, or to conduct inspections or monitoring at facilities located in another municipal entity. A Control Authority with extrajurisdictional industrial users should, therefore, determine both whether it has the power under state law to regulate such industrial users and the extent of this authority. If the extraterritorial power does not include all of the authorities required by the General Pretreatment Regulations, then the Control Authority still must seek means of applying the missing requirements to the extrajurisdictional industrial users.

2.1.3 CREATION UNDER STATE LAW OF LIMITED FUNCTION SPECIAL SEWER DISTRICTS AND AUTHORITIES

In many municipalities, the responsibility of administering the operation of the local POTW has been delegated to limited function special districts or municipal sewage authorities. The utility of special districts and municipal sewage authorities is that their jurisdictional boundaries may be drawn to include the entire service area of the POTW, thereby effectively eliminating the multijurisdictional nature of the Approved Pretreatment Program. Ideally, the jurisdictional authority of these entities can be created and fashioned to conform to the particular pretreatment implementation and enforcement concerns of a POTW.

These types of municipal entities are in most cases created directly by state enactment. Some states allow for the creation of independent sewer districts or municipal authorities by two or more municipal entities, with the new municipal entity then having total independence from the municipalities that brought it into existence.

Sewer districts or municipal sewage authorities may vary in size, function, and organizational framework from state to state. They are distinct entities that usually are governed by a board of directors, are administratively independent from other units of local government, and have independent revenue raising authority. State statutes dictate the procedural steps that must be followed to bring a special district or municipal sewage authority into existence and may limit the circumstances under which they may be organized.

It should be noted that many states have laws that limit the enforcement authority of these local government entities. Because special districts and municipal sewage authorities have only those powers expressly granted to them under state statute, legislative changes may be necessary to give them full pretreatment authority. To fulfill the legal authority requirements in the General Pretreatment Regulations, special districts or municipal sewage authorities that act as the Control Authority must be granted both the power to enact sewer use ordinances and the police power to enforce these ordinances in the areas in which they provide services. If they

do not have all authorities required under the General Pretreatment Regulations, then these special government entities will face the same problems as traditional local government entities in multijurisdictional Approved Pretreatment Program implementation and enforcement.

2.1.4 ANNEXATION

If extrajurisdictional industrial users are located in unincorporated areas, the Control Authority may gain the most complete control by annexing the unincorporated area. If complete annexation is undesirable to the concerned parties, the Control Authority might consider utility annexation where, for purposes of sewer and water services, the unincorporated area is within the Control Authority's jurisdiction. In a more developed area, annexation is probably not a viable option. Procedures for annexation vary between states. Control Authorities should consult with their municipal attorneys if they wish to investigate this option.

2.2 MULTIJURISDICTIONAL AGREEMENTS: IMPLEMENTING THE APPROVED PRETREATMENT PROGRAM USING THE LEGAL AUTHORITY OF MORE THAN ONE JURISDICTION

Multijurisdictional agreements entered into by a Control Authority and all contributing jurisdictions are necessary if the Control Authority is unable to extend its jurisdiction to administer the Approved Pretreatment Program over all industrial users of the POTW. Such intermunicipal contracts provide a flexible method for local government to cooperate and share responsibility and cost for the pretreatment program. The implementation and enforcement authority of the Approved Pretreatment Program is then based on the sewer use ordinance or other police powers of more than one municipal entity.

A Control Authority may enter into an agreement with its contributing jurisdictions under which the contributing jurisdictions can either: (1) agree to be responsible for administering the Approved Pretreatment Program against all industrial users located in their jurisdiction; (2) delegate their authority to administer the Approved Pretreatment Program to the municipality that is acting as the Control Authority; or (3) agree that the Control Authority can enforce the contributing jurisdiction's pretreatment program if the contributing jurisdiction fails to do so. A fourth option would be for the existing Control Authority to delegate its authority to a third

entity to which other municipalities also delegate their pretreatment implementation and enforcement authority. These options and legal issues associated with each are discussed below. These categories are not exclusive and hybrid situations are typical. The availability and scope of such agreements will be determined by state law.

2.2.1 MINIMUM ELEMENTS OF A MULTIJURISDICTIONAL AGREEMENT

Two basic concepts should be kept in mind when negotiating and drafting a multijurisdictional agreement. First, all contributing jurisdictions must agree to develop and maintain the legal authorities necessary to implement and enforce the Approved Pretreatment Program within their geographic boundaries. This is necessary because the Control Authority does not possess the legal authority over extrajurisdictional industrial users located in the contributing jurisdiction. In some circumstances it may be necessary for the contributing jurisdiction to obtain the authority for itself from its state legislature. Second, for each industrial user, some municipal entity must have the responsibility to implement and enforce the Approved Pretreatment Program. The local sewer use law of a contributing jurisdiction may be enforced by that jurisdiction, by the Control Authority, or by both. The multijurisdictional agreement must be specific as to which party is responsible for implementing and enforcing Approved Pretreatment Program standards and requirements.

The elements of an effective multijurisdictional agreement are listed in Table 2 on the next page.

2.2.2 DELEGATION OF AUTHORITY TO CONTROL AUTHORITY

Problems in coordinating administration of the Approved Pretreatment Program are reduced when the multijurisdictional agreement provides for the Control Authority to implement and enforce the Approved Pretreatment Program in the contributing jurisdictions. In this situation,

TABLE 2. ELEMENTS OF MULTIJURISDICTIONAL AGREEMENTS

An effective multijurisdictional agreement should address the following elements:

Sewer Use Ordinance - The contributing jurisdiction should agree to adopt a pretreatment sewer use ordinance that is no less stringent than the Control Authority's ordinance.

Local Limits - The contributing jurisdiction should agree to adopt local limits for industrial discharges into its collection system that are at least as stringent as the Control Authority's local limits or should agree to a specific maximum total mass loading of pollutants that the contributing jurisdiction's system will discharge to the POTW. If the contributing jurisdiction has its own POTW or is serviced by another POTW in another area, there may be a conflict in local limits. In this event, the contributing jurisdiction can adopt the most stringent local limit for each pollutant and apply these limits to all users located in its jurisdiction regardless of the POTW to which they discharge. Alternatively, the contributing jurisdiction may choose to adopt two sets of local limits and apply to each user the limit appropriate to the plant to which the user discharges.

Control Mechanism - The agreement should indicate whether the contributing jurisdiction or the Control Authority is responsible for issuing control mechanisms to industrial users located within the contributing jurisdiction. If joint control mechanisms are to be issued, the agreement should indicate which party will take the lead in preparing the draft control mechanisms.

Transfer of Records - The contributing jurisdiction should agree to provide the Control Authority access to all records compiled as part of the contributing jurisdiction's pretreatment program activities. The agreement should also provide for notice to the Control Authority of key activities (e.g., enforcement actions and permit issuance).

Right of Entry/Inspection and Sampling - The contributing jurisdiction should grant the Control Authority the power to enter into the facilities of industrial users to periodically verify compliance with applicable pretreatment standards and requirements. Procedures and responsibility for conducting inspections and other compliance evaluation activities should be established explicitly.

Enforcement - The agreement should indicate whether the contributing jurisdiction or the Control Authority has primary responsibility for enforcing pretreatment standards and requirements against industrial users located within the contributing jurisdiction. If the contributing jurisdiction has primary responsibility for enforcing the ordinance, the agreement should specify whether the Control Authority can enforce if the contributing jurisdiction fails to do so.

Remedies for Breach - Where the contributing jurisdiction has primary responsibility for permitting, compliance monitoring, and/or enforcement, it should agree that the Control Authority has the right to take legal action, as necessary, to enforce the terms of the agreement and/or to take action directly against noncompliant industrial users in the event that the contributing municipality is unable or unwilling to do so. The agreement should also provide for remedies available against the noncomplying municipality, including indemnification and specific performance of pretreatment activities.

Residential Areas - If no industrial users are located within the contributing jurisdiction, the agreement should state: (1) no industrial users are currently located within the contributing jurisdiction; and (2) none shall be allowed to operate unless prior notification is provided to the Control Authority and a new agreement is entered into addressing implementation and enforcement of the pretreatment program. A similar agreement might be appropriate if the only existing nondomestic users are light commercial establishments (e.g., restaurants and hotels).

the Control Authority acts as the agent of the contributing jurisdiction, carrying out program implementation and enforcement on behalf of and under the police powers of the contributing jurisdiction. The designation of the Control Authority as agent should be clear and specific and should also be noted in the contributing jurisdiction's sewer use ordinance. The sole responsibility of the contributing jurisdiction is to maintain adequate pretreatment authorities. A sample agreement where the Control Authority has complete responsibility for implementation and enforcement in a contributing jurisdiction is presented in Appendix A.

2.2.3 CONTRIBUTING JURISDICTION IMPLEMENTS AND ENFORCES ITS OWN PROGRAM

Appendix B contains a sample multijurisdictional agreement where the contributing jurisdiction agrees to be responsible for Approved Pretreatment Program implementation and enforcement within its own jurisdiction. In situations where contributing jurisdictions will implement and enforce portions of the Approved Pretreatment Program, the multijurisdictional agreement should specify in detail the distribution of responsibility.

Regardless of the terms of the multijurisdictional agreement, the Control Authority, through its NPDES permit, remains responsible for implementation and enforcement of the Approved Pretreatment Program. The Control Authority must be able to assure that the program is being adequately implemented in the contributing jurisdiction. Such assurance may be gained by jointly issuing industrial user permits, receiving copies of compliance monitoring data, and conducting joint inspections.

Where a contributing jurisdiction has primary responsibility for enforcement of the local sewer use ordinance, the multijurisdictional agreement and the sewer use ordinance must indicate whether the Control Authority has the right to take legal action to enforce the terms of the contributing jurisdiction's ordinance if violations occur. The Control Authority should be given the right to address any such violations at least in the event that the contributing jurisdiction has failed to take appropriate action.

As discussed in Section 2.2.5, it may not be possible for some contributing jurisdictions to delegate their enforcement authority to the Control Authority. In such instances, unless the Control Authority is able to expand its jurisdiction using one of the means discussed in Section 2.1, the Control Authority will not be able to bring enforcement actions on its own behalf against extrajurisdictional users. This greatly complicates the administration of the pretreatment program.

It is particularly important in such cases that the Control Authority have alternative means for requiring compliance by the industrial users in outlying jurisdictions. For example, it should co-issue permits to industries in outlying areas and these permits should enable it to discontinue service to non-complying facilities.

Where only the contributing jurisdiction can take enforcement actions against industrial users within its boundaries, the contributing jurisdiction should be made jointly responsible for administering the pretreatment program. As discussed in Section 2.4.2, the contributing jurisdiction may be made a co-permittee on the Control Authority's NPDES permit for the limited purpose of making it jointly responsible under state and federal law for the pretreatment program elements in the NPDES permit.

2.2.4 CREATION OF A LIMITED FUNCTION AUTHORITY

All of the municipal entities that use a portion of the POTW's collection system may want to delegate authority to an entity that they create for this limited purpose. The entity would be separately incorporated and would be controlled by the various municipalities pursuant to the articles of incorporation and other charter documents. This would be like the sewage district or authority discussed in section 2.1.3 except that its power is delegated to it from municipalities rather than being granted to it by the state legislature. Each municipality would have to adopt an adequate sewer use ordinance and then delegate implementation and enforcement responsibility to the new entity. An agreement similar to that presented in Appendix A would be used to transfer implementation and enforcement responsibility and authority to the new entity.

Once again, the ability to create such entities may be limited by state law. It may be necessary to have hybrid situations where some functions are performed by the existing Control Authority or the contributing jurisdictions.

2.2.5 RESTRICTIONS ON DELEGATION OF AUTHORITY

The extent to which a municipality can delegate its authority will vary from state to state. Services that are not uniquely governmental, such as trash collection, can usually be contracted out to a third party. At the other extreme, inherently governmental activities, such as making laws, sometimes cannot be delegated. In between are activities such as acting as prosecutor, which only some jurisdictions allow to be delegated.

Some states will allow a municipality to delegate the authority to administer the pretreatment program within its boundaries and some states will not. In states where it is not currently allowed,

it may be possible for the legislature to authorize municipalities to delegate this authority. Elsewhere, there may be a state constitutional limitation on delegation of authority. In the latter states, the multijurisdictional agreement will have to be crafted so that the contributing jurisdiction retains the non-delegable authority. The options in Section 2.1 should also be considered.

2.3 NONREGULATORY CONTROL: INDUSTRIAL USER CONTRACTS

2.3.1 PROBLEM WITH EXTRAJURISDICTIONAL INDUSTRIAL USER CONTRACTS

Although industrial user contracts will not usually be adequate control mechanisms, a Control Authority may wish to use them while it or a contributing jurisdiction obtains the necessary regulatory authority. In a very few jurisdictions, these contracts may be enforceable through the collection of penalties. Courts may take into account the unique relationship between the parties and the fact that the extrajurisdictional industrial user has agreed to be subject to penalties. As with other issues, local legal counsel will need to be consulted.

A sample extrajurisdictional industrial user contract is included in Appendix C. The minimum elements of these contracts are summarized in Table 3.

TABLE 3. ELEMENTS OF A CONTROL AUTHORITY/EXTRAJURISDICTIONAL INDUSTRIAL USER CONTRACT

Sewer Use Ordinance - The contract should require the industrial user to comply with all pretreatment conditions and requirements contained in the Control Authority's sewer use ordinance.

Industrial Wastewater Discharge Permit - Although the requirement to obtain an industrial wastewater discharge permit is generally contained in the sewer use ordinance, it is helpful that the user expressly agree, under the terms of the contract, to obtain and comply with such a permit. If a permit cannot be issued immediately, the industrial user should agree to apply for a permit as soon as the contributing jurisdiction or Control Authority has obtained the necessary authority.

Right of Entry - The contract specifically should allow the Control Authority the right to enter the industrial user's premises at any reasonable time for the purpose of inspecting the entire premises, taking independent samples, and examining and copying records. Remedies for Breach - The contract should specify that the industrial user will be subject to the Control Authority's enforcement powers, as set forth in the sewer use ordinance.

Other Pertinent Provisions - If the industrial user is not to be immediately issued a permit, the contract should include the minimum permit requirements: a statement of duration (up to 5 years); statement of nontransferability without notice; applicable effluent limits; and monitoring, sampling and reporting requirements.

2.3.2 ENFORCEMENT THROUGH CITIZEN SUITS

The Clean Water Act (CWA) allows citizens to file suits against violators of the CWA in certain circumstances. Some cities have successfully brought citizen suits against noncompliant industries.

A Control Authority may want to file a citizen suit if it is unable to collect penalties under its own ordinance from a noncompliant extrajurisdictional industrial user. This option also has been used where a city did not have adequate penalty authority and wanted to use the CWA penalty authority of up to \$25,000 per violation per day. Upon collection of sufficient evidence, the Control Authority files suit against the extrajurisdictional industrial user under Section 505 of the CWA.

Under Section 505, a citizen must first file a 60-day advance notice of an intent to sue the extrajurisdictional industrial user. This notice must be sent to the industrial user, EPA, and the state. After 60 days, if EPA or the state has not initiated any action and violations are ongoing, a civil complaint may be filed in federal court. A copy of the complaint and any proposed settlement must also be sent to EPA and the state. Control Authorities should note that all penalties collected under Section 505 are currently returned to the United States Treasury. In some instances, the extrajurisdictional industrial user may be required to pay into a fund dedicated to restoring natural resources damaged as the result of their violations.

2.4 OBTAINING THE COOPERATION OF CONTRIBUTING MUNICIPALITIES

2.4.1 REVISION OF EXISTING AGREEMENTS

A Control Authority has various options if its existing agreement with a contributing jurisdiction is inadequate. It should first attempt to negotiate with the contributing jurisdiction. If a contributing jurisdiction is unwilling to renegotiate prior to expiration, the Control Authority should explore other options.

The Control Authority should review the existing agreement for provisions that may allow it to alter its terms. Some examples include provisions that allow for contract modification when there are "changed conditions" or when there is a change in law that alters the responsibilities of one of the parties to the agreement.

Another option that may be available to the Control Authority is to seek a judicial reformation or invalidation of the agreement on the grounds of impracticability or other legal basis. This may be possible if the existing agreement prevents the Control Authority from meeting obligations under the General Pretreatment Regulations and its NPDES permit that were imposed after the agreement was entered into. A court may rule the agreement illegal to the extent it allows the contributing jurisdiction's collection system to discharge wastes that violate federal pretreatment requirements. The availability of these and other options will depend on state law and will vary from state to state.

2.4.2 INCLUDE CONTRIBUTING JURISDICTION ON NPDES PERMIT

Another means of obtaining cooperation is to have EPA or a state with an approved NPDES program name the contributing jurisdiction as a limited co-permittee on the NPDES permit. The NPDES permit would require the contributing jurisdiction to implement and enforce a local pretreatment program for industrial users located within its jurisdictional boundaries. This can be accomplished as a modification to an existing permit or an addition when the Control Authority's permit is reissued. The obvious advantage of this approach is that the contributing jurisdiction would be partially responsible for program implementation deficiencies and/or NPDES permit violations, depending upon how the permit conditions are written.

If the contributing jurisdiction owns or operates the collection system within its boundaries, then it is a co-owner or operator of the POTW. As such, it can be included on the POTW's NPDES permit and be required to develop a pretreatment program. Contributing jurisdictions should be made co-permittees where circumstances or experience indicate that it is necessary to ensure adequate pretreatment program implementation.

The existing Control Authority and the contributing jurisdiction would still need to coordinate certain pretreatment activities (such as allocation of maximum allowable pollutant loadings) and a multijurisdictional agreement would be beneficial. If industrial users in the contributing jurisdiction are not subject to adequate pretreatment program requirements, an enforcement action could be taken by EPA or the state NPDES permitting authority against the contributing jurisdiction alone or with the Control Authority as a co-defendant.

APPENDIX A

**EXAMPLE MULTIJURISDICTIONAL AGREEMENT
GIVING THE CONTROL AUTHORITY
RESPONSIBILITY OVER
PRETREATMENT PROGRAM IMPLEMENTATION
AND ENFORCEMENT**

This model language is intended to be used as a guide for situations where the Control Authority is responsible for implementation and enforcement of the pretreatment program against industrial users located in a contributing jurisdiction. This language addresses only pretreatment issues, but may be adapted to address other issues such as sewer use fees. Items in brackets ("[]") must be supplied by the parties to the Agreement.

Agreement between
[Control Authority]
and
[Contributing Jurisdiction]

This Agreement is entered into this ___ day of _____, 19___, between [Control Authority] and [Contributing Jurisdiction] (hereinafter jointly referred to as the "Parties").

RECITALS

1. [Control Authority] owns and operates a wastewater treatment system.
2. [Contributing Jurisdiction] currently utilizes this wastewater treatment system.
3. Facilities located in [Contributing Jurisdiction] currently contribute wastewater which includes industrial waste. These facilities are hereinafter referred to as industrial users.
4. [Control Authority] must implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403 [and State Code citation if appropriate]. In this Agreement [Contributing Jurisdiction] agrees to adopt a sewer use ordinance that subjects the industrial users within its boundaries to the necessary pretreatment controls, and [Control Authority] is authorized to implement and enforce that sewer use ordinance.

AGREEMENT

- 1.A. [Contributing Jurisdiction] will adopt a local sewer use ordinance which is no less stringent and is as broad in scope as the sewer use ordinance [ordinance citation] of [Control Authority]. [Contributing Jurisdiction] will forward to [Control Authority] for review a draft of its proposed sewer use ordinance within [] days of the date of this Agreement. [Contributing Jurisdiction] will adopt its sewer use ordinance within [] days of receiving approval from [Control Authority] of its content.
- B. Whenever [Control Authority] revises its sewer use ordinance, it will forward a copy of the revisions to [Contributing Jurisdiction]. [Contributing Jurisdiction] will adopt revisions to its sewer use ordinance that are at least as stringent as those adopted by [Control Authority]. [Contributing Jurisdiction] will forward to [Control Authority] for review its proposed revisions within [] days of receipt of the [Control Authority]'s revisions. [Contributing Jurisdiction] will adopt its revisions within [] days of receiving approval from [Control Authority] of the content thereof.
- C. [Contributing Jurisdiction] will adopt pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by

[Control Authority] within [] days of the date of this Agreement. If **[Control Authority]** makes any revisions or additions to its local limits, **[Control Authority]** will forward to **[Contributing Jurisdiction]** a copy of such revisions or additions within [] days of enactment thereof. **[Contributing Jurisdiction]** will adopt any such revisions or additions within [] days of receipt thereof.

- 2.A. **[Contributing Jurisdiction]** designates **[Control Authority]** as the agent of **[Contributing Jurisdiction]** for the purposes of implementation and enforcement of **[Contributing Jurisdiction]**'s sewer use ordinance against industrial users located in **[Contributing Jurisdiction]**. **[Control Authority]** may take any action under **[Contributing Jurisdiction]**'s sewer use ordinance that could have been taken by **[Contributing Jurisdiction]**, including the enforcement of the ordinance in courts of law.
- B. **[Control Authority]**, on behalf of and as agent for **[Contributing Jurisdiction]**, will perform technical and administrative duties necessary to implement and enforce **[Contributing Jurisdiction]**'s sewer use ordinance. **[Control Authority]** will: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) take all appropriate enforcement action as outlined in **[Control Authority]**'s enforcement response plan and provided for in **[Contributing Jurisdiction]**'s sewer use ordinance; and (5) perform any other technical or administrative duties the Parties deem appropriate. In addition, **[Control Authority]** may, as agent of **[Contributing Jurisdiction]**, take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.
3. Before an industrial user located outside the jurisdictional boundaries of **[Contributing Jurisdiction]** discharges into **[Contributing Jurisdiction]**'s sewer system, **[Contributing Jurisdiction]** and **[Control Authority]** will enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement will be substantially equivalent to this Agreement and must be entered into prior to a discharge from any such industrial user.
4. *Note: The Control Authority should choose only one of the following paragraphs.*

[Contributing Jurisdiction] will reimburse the **[Control Authority]** for all costs incurred in implementing and enforcing **[Contributing Jurisdiction]**'s sewer use ordinance. **[Control Authority]** will provide **[Contributing Jurisdiction]** with a detailed accounting of all such costs.

OR

[Control Authority] will be responsible for all costs incurred by it in implementing and enforcing **[Contributing Jurisdiction]**'s sewer use ordinance.

- 5.A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.
- B. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 *et seq.*) and rules and regulations (*see* 40 CFR Part 403) issued thereunder, as necessary, but at least once every [] years on a date to be determined by the Parties.

- C. **[Control Authority]** may terminate this Agreement by providing [] days written notice to the **[Contributing Jurisdiction]**. All benefits and obligations under this Agreement will cease following [] days from receipt of such notice.
- 6. If the authority of **[Control Authority]** to act as agent for **[Contributing Jurisdiction]** under this Agreement is questioned by an industrial user, court of law, or otherwise, **[Contributing Jurisdiction]** will take whatever action is necessary to ensure the implementation and enforcement of its sewer use ordinance against its industrial users, including, but not limited to, implementing and enforcing its sewer use ordinance on its own behalf and/or amending this Agreement to clarify the Control Authority's authority.

[Control Authority] _____

[Contributing Jurisdiction] _____

APPENDIX B

EXAMPLE MULTIJURISDICTIONAL AGREEMENT GIVING THE CONTRIBUTING JURISDICTION RESPONSIBILITY FOR PRETREATMENT PROGRAM IMPLEMENTATION AND ENFORCEMENT

The following model language is intended as a guide for situations where the contributing jurisdiction is responsible for implementation and enforcement of the pretreatment program against its industrial users. This language addresses only pretreatment issues, but may be adapted to address other issues such as sewer use fees. Items in brackets ("[]") must be supplied by the parties.

Agreement between
[Control Authority]
and
[Contributing Jurisdiction]

This Agreement is entered into this ____ day of ____, 19__, between [Control Authority] and [Contributing Jurisdiction] (hereinafter jointly referred to as the "Parties").

RECITALS

1. [Control Authority] owns and operates a wastewater treatment system.
2. [Contributing Jurisdiction] currently utilizes this wastewater treatment system.
3. Facilities located in [Contributing Jurisdiction] currently contributes wastewater which includes industrial waste. These facilities are hereinafter referred to as industrial users.
4. [Control Authority] must implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403 [and State Code citation if appropriate]. In this Agreement [Contributing Jurisdiction] agrees to adopt a sewer use ordinance that subjects the industrial users within its boundaries to the necessary pretreatment controls, and to implement and enforce that sewer use ordinance.

AGREEMENT

- 1.A. [Contributing Jurisdiction] will adopt and diligently enforce a sewer use ordinance which is no less stringent and is as broad in scope as the sewer use ordinance [ordinance citation] of [Control Authority]. [Contributing Jurisdiction] will forward to [Control Authority] for review a draft of its proposed sewer use ordinance within [] days of the date of this Agreement. [Contributing Jurisdiction] will adopt its sewer use ordinance within [] days of receiving approval from [Control Authority] of its content.
- B. Whenever [Control Authority] revises its sewer use ordinance, it will forward a copy of the revisions to [Contributing Jurisdiction]. [Contributing Jurisdiction] will adopt revisions to its sewer use ordinance that are at least as stringent as those adopted by [Control Authority]. [Contributing Jurisdiction] will forward to [Control Authority] for review its proposed revisions within [] days of receipt of the [Control Authority]'s revisions. [Contributing Jurisdiction] will adopt its revisions within [] days of receiving approval from [Control Authority] of its content.
- C. [Contributing Jurisdiction] will adopt and diligently enforce pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by [Control Authority] within [] days of the date of this Agreement.

If [Control Authority] makes any revisions or additions to its local limits, it will forward to [Contributing Jurisdiction] a copy of such revisions or additions within [] days of enactment thereof. [Contributing Jurisdiction] will adopt any such revisions or additions within [] days of receipt thereof.

- 2.A. [Contributing Jurisdiction] will take all actions necessary to ensure that industrial users within its boundaries are subject to an approved pretreatment program to the extent required by 40 CFR 403.8, including the performance of all technical and administrative duties necessary to implement and enforce its sewer use ordinance against industrial users located in its jurisdiction. [Contributing Jurisdiction] will: (1) update the industrial waste survey; (2) issue permits to all industrial users required to obtain a permit; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities; and (5) perform any other technical or administrative duties the Parties deem appropriate. In addition, [Contributing Jurisdiction] will take emergency action to stop or prevent any discharge which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination.
- B. [Contributing Jurisdiction] will maintain current information on industrial users located in its jurisdiction. [Contributing Jurisdiction] will update the industrial waste survey on [specific dates - not less than annually] for industrial users located in its jurisdiction. [Contributing Jurisdiction] will forward a copy of this survey to [Control Authority].
- C. Whenever a new industrial user begins operations in [Contributing Jurisdiction], or any time an existing industrial user increases its discharge [by ___%] or changes its discharge, or any time it is requested by [Control Authority], [Contributing Jurisdiction] will require that such industrial user respond to an industrial user questionnaire supplied by [Control Authority]. [Contributing Jurisdiction] will forward a copy of the completed questionnaire to [Control Authority] for review.
- D. [Contributing Jurisdiction] will provide [Control Authority] access to all records or documents relevant to the pretreatment program for any industrial user located in [Contributing Jurisdiction] or discharging through [Contributing Jurisdiction] to [Control Authority].
- E. [Contributing Jurisdiction] will inspect and sample all industrial users located in its jurisdiction each year. [Contributing Jurisdiction] will submit written notice of scheduled inspections to [Control Authority], providing the opportunity for [Control Authority] to attend all inspections. If an inspection is in response to an emergency situation and such notice is not possible, [Contributing Jurisdiction] will make every effort to informally notify [Control Authority] of the impending inspection so [Control Authority] may attend. [Contributing Jurisdiction] will forward copies of all inspection reports to [Control Authority] within [] days of the inspection. [Contributing Jurisdiction] will submit to [Control Authority] its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. All procedures will conform to those set out in 40 CFR Part 136, except as otherwise required by the U.S. Environmental Protection Agency.
- F. [Control Authority] may, with notice to [Contributing Jurisdiction], conduct inspections and sampling at any industrial user's facility located within [Contributing Jurisdiction], as it deems necessary.

- G. **[Contributing Jurisdiction]** will issue permits to all industrial users required to be permitted under its sewer use ordinance located in its jurisdiction. Permits must be issued prior to any discharge. Permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of nontransferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by **[Control Authority]**. After **[Contributing Jurisdiction]** drafts a permit, **[Contributing Jurisdiction]** will forward a copy thereof to **[Control Authority]** for review and comment at least [] days prior to the expected date of issuance. Within [] days of receipt of the proposed permit, **[Control Authority]** will either approve the permit or request **[Contributing Jurisdiction]** to make additions, deletions, or changes. No permit will be issued if **[Control Authority]** objects.
- H. **[Contributing Jurisdiction]** will submit a monthly report to **[Control Authority]** on the compliance status of each significant industrial user and any enforcement response taken or anticipated. Such report will include the time frames for initial enforcement actions, as well as any subsequent enforcement actions.
- I. **[Contributing Jurisdiction]** will enforce the provisions of its sewer use ordinance and permits. In the event **[Contributing Jurisdiction]** fails to take adequate enforcement action against noncompliant users in **[Contributing Jurisdiction]** on a timely basis, **[Control Authority]** will take such action on behalf of and as agent for **[Contributing Jurisdiction]**.
3. **[Control Authority]** may take emergency action, whenever it deems necessary, to stop or prevent any discharge which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination. **[Control Authority]** will provide informal notice to the industrial user and **[Contributing Jurisdiction]** of its intent to take emergency action prior to taking action. The opportunity to respond, however, may be limited to a hearing after the emergency powers of **[Control Authority]** have been exercised.
4. Before an industrial user located outside the jurisdictional boundaries of **[Contributing Jurisdiction]** discharges into **[Contributing Jurisdiction]**'s sewer system, **[Contributing Jurisdiction]** and **[Control Authority]** will enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement shall be substantially equivalent to this Agreement and must be fully secured prior to a discharge from any industrial user in the outside jurisdiction.
5. **[Contributing Jurisdiction]** will indemnify **[Control Authority]** for all damages, fines, and costs either incurred as a result of industrial waste discharged from **[Contributing Jurisdiction]** or from the failure of **[Contributing Jurisdiction]** to comply with this Agreement.
- 6.A. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms of this Agreement will be unaffected.
- B. The Parties will review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 *et seq.*) and the rules and regulations (*see* 40 CFR Part 403) issued thereunder, as necessary, but at least every [] years on a date to be determined by the Parties.

- C. **[Control Authority]** may terminate this Agreement by providing [] days written notice to the **[Contributing Jurisdiction]**. All benefits and obligations under this Agreement will cease following [] days from receipt of such notice.

[Control Authority] _____

[Contributing Jurisdiction] _____

APPENDIX C

EXAMPLE OF AN INDUSTRIAL USER CONTRACT

This model language is intended as a guide for an individual contract with an industrial user located in a contributing jurisdiction. This language addresses only pretreatment issues and may be adapted to address other issues, such as sewer use fee schedules. Items in brackets ("[]") must be supplied by the parties.

This Agreement is entered into this ____ day of _____, 19__ between [Control Authority] and [Industrial user] (hereinafter jointly referred to as the "Parties").

RECITALS

1. [Control Authority] owns and operates a wastewater treatment system.
2. [Industrial user] wishes to utilize the wastewater treatment system.
3. The Parties recognize that [Control Authority] must implement and enforce a pretreatment program to control discharges from all industrial users of its wastewater treatment system pursuant to requirements set out in 40 CFR Part 403 [and State Code citation if appropriate].

AGREEMENT

1. [Control Authority] will provide sewer service to [Industrial user] in consideration for payment of applicable sewer use rates and fees.
2. Prior to discharge, [Industrial user] will submit to [Control Authority] an application for a permit to discharge industrial wastes according to [cite appropriate provision in Control Authority's sewer use ordinance] (hereinafter referred to as the "Ordinance"). The [Control Authority] will either issue a permit subject to appropriate terms and conditions or will deny the permit application in accordance with the Ordinance.
3. Industrial user will comply with all applicable prohibitions of the Ordinance, [State Code citation if appropriate] and 40 CFR Parts 403 through 471. If [Control Authority] issues a permit to [Industrial user], [Industrial user] will comply with all conditions and obligations imposed on it by the permit.
4. [Industrial user] subjects itself to any enforcement action available to [Control Authority] under the terms of the Ordinance for any violation of the Ordinance or its permit. [Industrial user] accepts the jurisdiction of [cite appropriate Court] for the purposes of enforcing the Ordinance and will comply with any order of that court to comply with this Agreement or pay penalties for the violation thereof.
5. [Industrial user] will provide access to [Control Authority], or its agents, to all parts of its facilities for all measuring, sampling, testing, or other inspection to ascertain compliance with [Control Authority]'s sewer use ordinance and [Industrial user]'s permit. [Control Authority] may conduct inspections at all reasonable times and without prior notice.
6. The permit will authorize [Industrial user] to discharge to [Control Authority]'s wastewater treatment system for a specified period of time. Prior to the expiration of its permit, [Industrial user] must submit another application for a permit as specified in the Ordinance. [Control Authority] will review the application and decide whether to reissue

a permit to **[Industrial user]**. **[Control Authority]** may deny **[Industrial user]** a permit for whatever reason it deems appropriate.

7. **[Industrial user]** will indemnify **[Control Authority]** for all damages, fines, and costs incurred as a result of its industrial waste discharge.
8. If any term of this Agreement is held to be invalid in any judicial action, the remaining terms will be unaffected.
9. This Agreement will remain in effect for a term of [] years subject to renewal. Renewal of this Agreement must be executed in a signed writing at least [] days prior to the expiration of the term of this Agreement.
10. This Agreement may be amended only by written agreement of the Parties.

[Control Authority] _____

[Industrial User] _____

**Agreement for Industrial Source Control and Pretreatment Program between
Goleta Sanitary District
and
Goleta West Sanitary District**

This agreement is entered into this 17th day of AUGUST, 2020, between Goleta Sanitary District ("GSD") and Goleta West Sanitary District ("GWSD"), (hereinafter individually referred to as a "Party" and jointly referred to as the "Parties").

RECITALS

1. GSD owns and operates a Publicly Owned Treatment Works (the "POTW").
2. GWSD currently utilizes a portion of the capacity in the POTW.
3. Facilities located in GWSD's jurisdiction contribute wastewater to the POTW which includes industrial waste. These facilities are hereinafter referred to as industrial users.
4. GSD is legally required to adopt, implement and enforce a pretreatment program to control discharges from all industrial users of the POTW pursuant to requirements set out in 40 C.F.R. Part 403 and California Government Code Sections 54725 through 54740. The purposes of this agreement are to ensure that GWSD (i) adopts an industrial waste and pretreatment ordinance that subjects the industrial users within its boundaries to the necessary pretreatment controls, and (ii) implements and enforces that industrial waste and pretreatment ordinance.

AGREEMENT

- 1.A. GWSD agrees to adopt and diligently enforce an industrial waste and pretreatment ordinance which is at least as stringent and is as broad in scope as the GSD industrial waste and pretreatment ordinance ("GSD Sewer Use Ordinance"), currently designated as Ordinance #77, as it may be amended from time to time. GWSD shall deliver to GSD a copy of its existing industrial waste and pretreatment ordinance within thirty (30) days of the date this Agreement is executed by the Parties.
 - B. Whenever GSD revises the GSD Sewer Use Ordinance, it shall promptly deliver a copy of the revised Ordinance to GWSD. Within a reasonable period of time, not to exceed ninety (90) days from the date of delivery, GWSD shall (i) adopt revisions to its industrial waste and pretreatment ordinance that are at least as stringent as those included in the most recently revised GSD Sewer Use Ordinance, and (ii) deliver a copy of its revised industrial waste and pretreatment ordinance to GSD. All revisions to GWSD industrial waste and pretreatment ordinance shall be subject to GSD's prior review (for a period not to exceed ten (10) calendar days) and reasonable approval.
 - C. GWSD will adopt and diligently enforce pollutant specific local limits which address at least the same pollutant parameters and are at least as stringent as the local limits enacted by GSD within a reasonable period time, not to exceed ninety days from the date this Agreement is executed by the Parties. If GSD makes any revisions or additions to its local limits, it shall deliver to GWSD a copy of such revisions or additions within thirty (30) days of enactment thereof. GWSD will adopt any such revisions or additions within ninety days of receipt thereof.
- 2.A. GWSD shall take all lawful actions reasonably necessary to ensure that industrial users within its boundaries are compliant with its pretreatment program to the extent required by 40 C.F.R Sec. 403.8, including the performance of all technical and administrative duties necessary to implement and enforce its industrial waste and pretreatment ordinance against industrial users located in its jurisdiction. GWSD shall: (1) update the industrial waste survey; (2) issue permits

to industrial users required to obtain a permit and who are legally qualified to receive a permit; (3) conduct inspections, sampling, and analysis; (4) perform enforcement activities which it deems appropriate and necessary; and (5) perform any other technical or administrative duties the Parties deem appropriate. In addition, GWSD shall take such lawful and reasonable actions as it determines to be necessary to stop or prevent any discharge to its wastewater collection system which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or biosolids contamination at the POTW.

- B. GWSD shall (i) maintain current information on industrial users located in its jurisdiction, (ii) update the industrial waste survey not less than annually on or before June 1 of each year, and (iii) forward a copy of the industrial waste survey to GSD within thirty (30) days after each update.
- C. GWSD shall notify GSD whenever it becomes aware that (i) a new industrial user has commenced operations in GWSD, or (ii) an existing industrial user has made significant changes to its operations or system which might alter the nature, quality and/or volume of its wastewater within thirty (30) days of becoming aware of the proposed changes. If requested by GSD, GWSD shall (i) request that such industrial user respond to an industrial user questionnaire supplied by GSD, and (ii) within fifteen (15) days after the completed questionnaire is received by GWSD, forward a copy of thereof to GSD for review.
- D. Upon request from GSD, GWSD shall provide GSD access to all records or documents relevant to the pretreatment program for any industrial user located in GWSD or discharging through GWSD to the POTW.
- E. GWSD will inspect and sample wastewater discharges for all industrial users located in its jurisdiction each year. GWSD will submit written notice of scheduled inspections to GSD, providing the opportunity for GSD to attend all inspections. If an inspection is in response to an emergency situation and such notice is not possible, GWSD will make every effort to informally notify GSD of the impending inspection so GSD may attend. GWSD shall forward copies of all inspection reports to GSD within ten (10) days of the inspection. GWSD shall submit to GSD its procedures for sampling and analyses, including all procedures in place for quality assurance and quality control. GWSD procedures for sampling and analyses shall conform to those set out in 40 C.F.R. Part 136, except as otherwise required by the U.S. Environmental Protection Agency.
- F. GWSD shall not object in the event that GSD, with advance notice to GWSD, conducts inspections and sampling at any industrial user's facility located within GWSD, as GSD deems necessary.
- G. GWSD shall issue permits to all industrial users required to be permitted under its industrial waste and pretreatment ordinance located in its jurisdiction, to the extent the permit applicant is lawfully entitled to receive a permit. GWSD's industrial waste and pretreatment ordinance shall provide that no discharge may occur in the absence of a permit authorizing the discharge. The ordinance shall provide that permits must contain, at a minimum, appropriate effluent limitations, monitoring and reporting requirements, a statement of duration, a statement of non-transferability, a statement of applicable civil and criminal penalties, and any other conditions requested to be included in the permit by GSD. After GWSD drafts a permit, GWSD shall forward a copy thereof to GSD for review and comment at least ten (10) days prior to the expected date of issuance. Within seven (7) days of receipt of the proposed permit, GSD will either approve the permit or request GWSD to make additions, deletions, or changes. No permit may be issued if GSD reasonably objects, states those objections in writing, those objections are communicated to GWSD, and the permit is not revised to respond to those objections in a manner that GSD

reasonably finds to be satisfactory. GWSD shall deliver to GSD a copy of any permit issued by GWSD to an industrial user within thirty (30) days.

- H. GWSD shall submit a monthly report to GSD on the compliance status of each significant industrial user and any enforcement response taken or anticipated. Such report shall include the time frames for initial enforcement actions, any subsequent enforcement actions, and any significant changes to the wastewater discharges or operations of any industrial users.
 - I. GWSD shall take such lawful and reasonable steps as may be necessary to enforce the provisions of its industrial waste and pretreatment ordinance and permits. In the event GSD reasonably determines that GWSD has failed to take adequate enforcement action against noncompliant users in GWSD on a timely basis, GSD shall be authorized to take such action on behalf of and as agent for GWSD.
 - J. GWSD shall notify GSD immediately upon determination of any industrial waste discharge which does not comply with GWSD's industrial waste and pretreatment ordinance or federal pretreatment standards.
 - K. GSD shall notify GWSD immediately upon determination of POTW upset, interference, pass through or biosolids contamination that may be a result of industrial waste discharge.
 - L. GSD will respond to requests for information by GWSD within ten (10) days of receiving the request.
- 3. GSD is authorized to take emergency action, whenever it deems necessary, to stop or prevent any discharge into the GWSD wastewater collection system which presents, or may present, an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to cause interference, pass through, or sludge contamination at the POTW. To the extent feasible, GSD shall provide written or verbal notice to the industrial user and GWSD of its intent to take emergency action prior to taking action.
 - 4. Before an industrial user located outside the jurisdictional boundaries of GWSD is authorized by GWSD to discharge into GWSD's sewer system, GWSD and GSD shall enter into an agreement with the jurisdiction in which such industrial user is located. Such agreement shall be substantially equivalent to this Agreement and must be fully executed prior to any authorization by GWSD or GSD for the industrial user to discharge into the GWSD sewer system.
 - 5. GWSD shall indemnify, defend and hold harmless GSD and its officers, directors, employees, agents, successors and assigns from and against all damages, claims, demands, obligations, liens, liabilities, actions, causes of action, proceedings, fines, penalties, forfeitures, losses, costs or expenses, including attorneys' fees, arising in connection with industrial waste discharged from GWSD or from the failure of GWSD to comply with this Agreement. GSD shall indemnify, defend and hold harmless GWSD and its officers, directors, employees, agents, successors and assigns from and against all damages, claims, demands, obligations, liens, liabilities, actions, causes of action, proceedings, fines, penalties, forfeitures, losses, costs or expenses, including attorneys' fees, arising from the failure of GSD to comply with this Agreement.
- 6.A. If any term of this Agreement is held to be invalid by final judgment of a court of competent jurisdiction, the remaining terms of this Agreement will be unaffected.
 - B. The Parties shall review and revise this Agreement to ensure compliance with the Federal Clean Water Act (42 U.S.C. §1251 *et seq.*) and the rules and regulations (see 40 CFR Part 403) issued thereunder, as necessary, but at least every five (5) years on a date to be determined by the Parties.

- C. Either Party may terminate this Agreement by providing ninety (90) days advance written notice to the other Party. All benefits and obligations under this Agreement will cease following ninety (90) days from receipt of such notice.
7. No waiver of any breach of any provision herein and no delay in enforcing performance of any obligation hereunder shall be deemed a waiver of any preceding or succeeding breach, or of any other provision herein, and no such waiver or delay shall impair any right, power or remedy relating to the breach. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
8. This Agreement is the final expression of and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by a written instrument signed by the Party to be charged.
9. Time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof. Failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party shall constitute a material breach of and a noncurable (but waivable) default under this Agreement by the Party so failing to perform.
10. The Parties agree that (i) this Agreement shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the Parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with this Agreement, venue shall be in the County of Santa Barbara, State of California, United States of America.
11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. If executed copies of this Agreement, or if any notices or other written communications permitted or required hereunder, are provided by one Party to the other by email transmission, such email, and the attachments thereto and the signatures thereon, shall for all purposes be treated as originals.
12. The Parties agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.
13. Any notices permitted or required hereunder shall be in writing and shall be given by personal delivery or sent by (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight delivery service (e.g., UPS, Federal Express, DHL or Airborne), or (iii) email transmission, using the contact information set forth below.

To GSD:

Goleta Sanitary District
Attn: General Manager
1 William Moffett Place
Goleta, CA 93117
swagner@goletasanitary.org

To GWSD:

Goleta West Sanitary District
Attn: General Manager
UCSB Campus, Parking Lot 32
P.O. Box 4
Goleta, CA 93116
mnation@goletawest.org

Either Party may change its contact information for notice purposes by giving notice of such change in the manner set forth above.

14. Neither Party may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.
15. Neither Party hereto shall be liable to the other Party for any losses or damages attributable to a default in or breach of this Agreement which is the result of any cause beyond the reasonable control of such Party and without its fault (including, without limitation, effects of fire, strike, war, insurrection, terrorism, acts of God, civil or military authority, civil disturbance, epidemic, and government restriction or prohibition) and the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. The Party affected by any event of force majeure shall inform the other Party thereof in writing without delay and shall endeavor to take up its performance under this Agreement again as soon as reasonably possible.
16. This Agreement supersedes and replaces that certain Agreement for Industrial Source Control and Pretreatment Program between GSD and GWSD dated August 20, 1991 (the "1991 Agreement"). As of the effective date of this Agreement the 1991 Agreement is terminated and shall be of no further force or effect.

"GSD"

GOLETA SANITARY DISTRICT

By _____
Sharon Rose, President
of the Governing Board

COUNTERSIGNED:

By _____
Robert O. Mangus, Jr., Secretary
of the Governing Board

"GWSD"

GOLETA WEST SANITARY DISTRICT

By David C. Lewis
David C. Lewis, President
of the Governing Board

COUNTERSIGNED:

By Mark Nation
Mark Nation, Clerk/Secretary
of the Governing Board

AGENDA ITEM #4

AGENDA ITEM: 4

MEETING DATE: August 17, 2020

I. NATURE OF ITEM

Consideration and Adoption of Resolution No. 20-655 Approving Revised Organization Chart and Employee Pay Schedule

II. BACKGROUND INFORMATION

The current organizational chart and employee pay schedule for the District were adopted by Resolution No. 20-652 on June 15, 2020. The organizational chart did not include the position of Plant Operations Supervisor. In addition, on July 20, 2020 the Governing Board approved a merit increase for the General Manager in the amount of \$6,000 per year, made effective July 1, 2020.

The adoption of a formal resolution is necessary to (i) approve a revised organizational chart that includes the position of Plant Operations Supervisor, (ii) approve a revised employee pay schedule that reflects the approved merit increase for the General Manager, and (iii) comply with existing regulations (Title 2, California Code of Regulations Section 570.5), which set forth specific requirements pertaining to publicly available pay schedules.

III. COMMENTS AND RECOMMENDATIONS

District staff has prepared Resolution No. 20-655 which includes a revised organizational chart and a revised employee pay schedule as exhibits. Those exhibits reflect the changes discussed above. It is recommended that the Board adopt Resolution No. 20-655 approving and adopting the revised organizational chart and the revised employee pay schedule.

IV. REFERENCE MATERIAL

Resolution No. 20-655 with Exhibits A and B

RESOLUTION NO. 20-655

**RESOLUTION OF THE GOVERNING BOARD OF THE GOLETA
SANITARY DISTRICT APPROVING AND ADOPTING A REVISED
ORGANIZATION CHART AND REVISED EMPLOYEE PAY SCHEDULE**

WHEREAS, on June 15, 2020, the Governing Board (the “Board”) of the Goleta Sanitary District (the “District”) adopted Resolution No. 20-652 approving and adopting a revised organization chart (the “Current Organization Chart”) and a revised pay schedule (the “Current Pay Schedule”) relating to the District’s employees; and

WHEREAS, the Current Organizational Chart does not include the position of Plant Operations Supervisor.

WHEREAS, on July 20, 2020, the Board approved a merit increase to the General Manager’s Salary in the amount of \$6,000 per year, effective as of July 1, 2020.

WHEREAS, the Board desires to revise the Current Organization Chart to include the position of Plant Operations Supervisor and revise the Current Pay Schedule to reflect the approved merit increase for the General Manager.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Goleta Sanitary District as follows:

1. Organization Chart. The Board hereby approves and adopts the revised organization chart attached hereto as Exhibit “A” and incorporated herein by this reference to include the position of Plant Operations Supervisor.

2. Adoption of Revised Pay Schedule. The Board hereby approves and adopts the revised pay schedule attached hereto as Exhibit “B” and incorporated herein by this reference to reflect the approved merit increase for the General Manager, effective as of July 1, 2020 (the “Revised Pay Schedule”).

3. Requirements Applicable to Revised Pay Schedule. The Revised Pay Schedule shall be immediately accessible and available for public review from the District during normal business hours and shall be retained by the District and available for public inspection for not less than five years.

4. Future Revisions. Any revisions that are made to the Revised Pay Schedule in the future shall be approved by the Board in accordance with the requirements of applicable public meetings laws, and shall comply in all other respects with Title 2, California Code of Regulations Section 570.5.

PASSED AND ADOPTED this 17th day of August, 2020, by the following vote of the Governing Board of the Goleta Sanitary District:

AYES:

NOES:

ABSENT:

ABSTAIN:

COUNTERSIGNED:

Sharon Rose,
President of the Governing Board

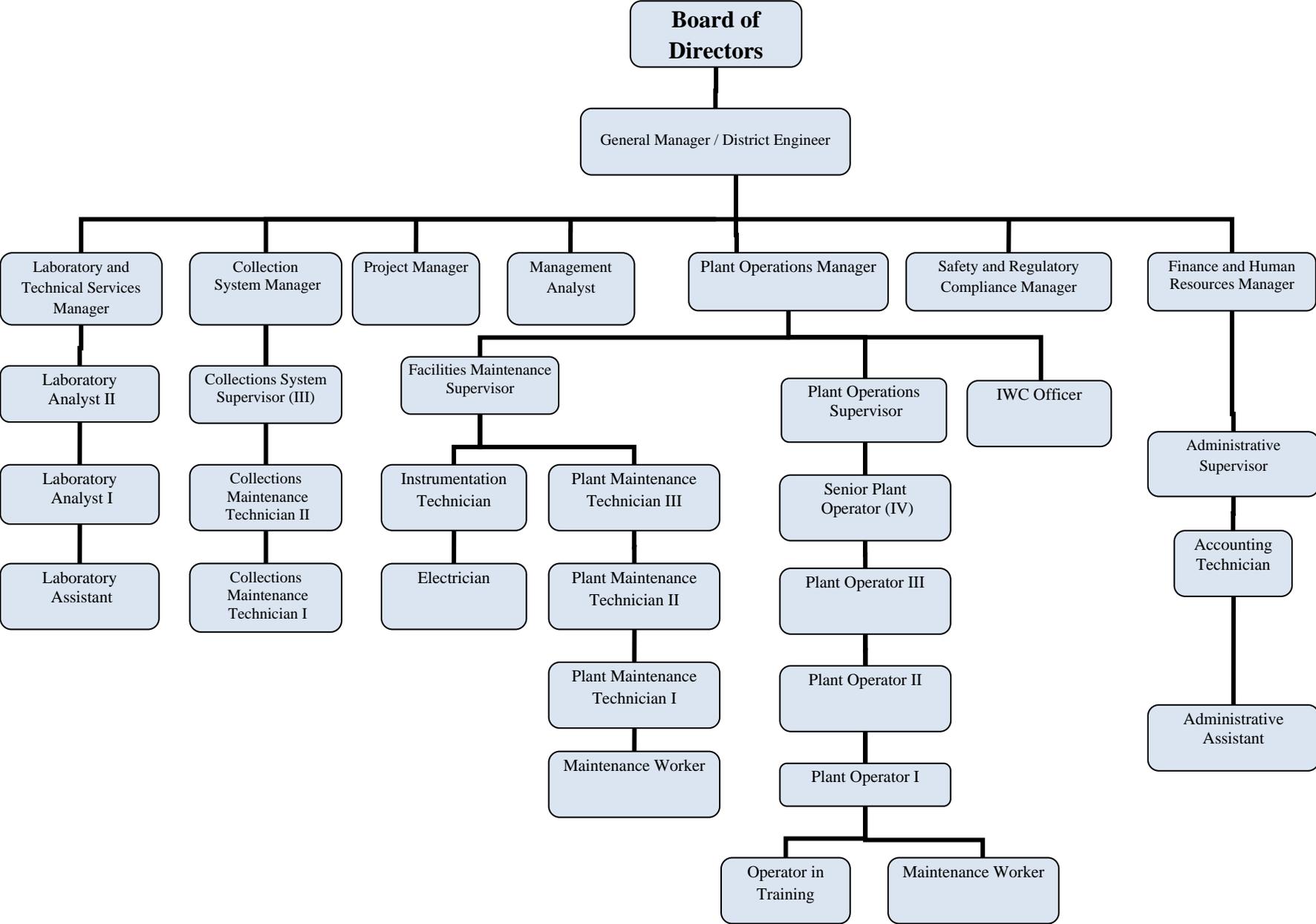
Robert O. Mangus, Jr.,
Secretary of the Governing Board

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Goleta Sanitary District Governing Board held on June 15, 2020.

ATTEST:

Robert O. Mangus, Jr.,
Secretary of the Governing Board
of the Goleta Sanitary District



PAY SCHEDULE

Presented to the GSD Board 08/17/20.

Annually / Monthly / Biweekly / Hourly

GSD Board approved COLA 04/20/20:

3.10% Effective 07/01/20

POSITION	RANGE	AA	A	B	C	D	E
Part-time, Hourly Maintenance/Intern; but meet or exceed CA Minimum wage	100	14.28	14.99	15.74	16.53	17.36	18.23
Maintenance Worker	240	44,491	46,717	49,046	51,501	54,080	56,784
		3,708	3,893	4,087	4,292	4,507	4,732
		1,711	1,797	1,886	1,981	2,080	2,184
		21.39	22.46	23.58	24.76	26.00	27.30
Administrative Assistant	300	46,384	48,714	51,147	53,706	56,389	59,218
		3,865	4,060	4,262	4,476	4,699	4,935
		1,784	1,874	1,967	2,066	2,169	2,278
		22.30	23.42	24.59	25.82	27.11	28.47
Collection System Maintenance Technician I	460	54,954	57,699	60,590	63,627	66,810	70,158
		4,580	4,808	5,049	5,302	5,568	5,847
		2,114	2,219	2,330	2,447	2,570	2,698
		26.42	27.74	29.13	30.59	32.12	33.73
Accounting Technician	500	55,598	58,386	61,298	64,355	67,579	70,949
		4,633	4,866	5,108	5,363	5,632	5,912
		2,138	2,246	2,358	2,475	2,599	2,729
		26.73	28.07	29.47	30.94	32.49	34.11
Plant Maintenance Technician I	540	58,219	61,131	64,189	67,392	70,762	74,298
		4,852	5,094	5,349	5,616	5,897	6,192
		2,239	2,351	2,469	2,592	2,722	2,858
		27.99	29.39	30.86	32.40	34.02	35.72
Laboratory Analyst I	560	59,717	62,712	65,853	69,139	72,592	76,232
		4,976	5,226	5,488	5,762	6,049	6,353
		2,297	2,412	2,533	2,659	2,792	2,932
		28.71	30.15	31.66	33.24	34.90	36.65
Treatment Plant Operator I	570	59,987	62,982	66,123	69,430	72,904	76,544
		4,999	5,249	5,510	5,786	6,075	6,379
		2,307	2,422	2,543	2,670	2,804	2,944
		28.84	30.28	31.79	33.38	35.05	36.80
Collection System Maintenance Technician II	620	63,794	66,976	70,325	73,840	77,522	81,390
		5,316	5,581	5,860	6,153	6,460	6,783
		2,454	2,576	2,705	2,840	2,982	3,130
		30.67	32.20	33.81	35.50	37.27	39.13
Accounting/Administration Specialist	660	64,355	67,579	70,949	74,506	78,229	82,139
		5,363	5,632	5,912	6,209	6,519	6,845
		2,475	2,599	2,729	2,866	3,009	3,159
		30.94	32.49	34.11	35.82	37.61	39.49
Treatment Plant Operator II	690	67,184	70,533	74,069	77,771	81,661	85,738
		5,599	5,878	6,172	6,481	6,805	7,145
		2,584	2,713	2,849	2,991	3,141	3,298
		32.30	33.91	35.61	37.39	39.26	41.22
Plant Maintenance Technician II	700	67,371	70,741	74,277	78,000	81,890	85,987
		5,614	5,895	6,190	6,500	6,824	7,166
		2,591	2,721	2,857	3,000	3,150	3,307
		32.39	34.01	35.71	37.50	39.37	41.34

PAY SCHEDULE

Presented to the GSD Board 08/17/20.

Annually / Monthly / Biweekly / Hourly

GSD Board approved COLA 04/20/20:

3.10% Effective 07/01/20

POSITION	RANGE	AA	A	B	C	D	E
Administrative Supervisor	730	69,160	72,613	76,253	80,059	84,053	88,254
		5,763	6,051	6,354	6,672	7,004	7,355
		2,660	2,793	2,933	3,079	3,233	3,394
		33.25	34.91	36.66	38.49	40.41	42.43
Electrician	740	69,826	73,320	76,981	80,829	84,864	89,107
		5,819	6,110	6,415	6,736	7,072	7,426
		2,686	2,820	2,961	3,109	3,264	3,427
		33.57	35.25	37.01	38.86	40.80	42.84
Collection System Maintenance Technician III	760	70,096	73,611	77,293	81,162	85,218	89,482
		5,841	6,134	6,441	6,764	7,102	7,457
		2,696	2,831	2,973	3,122	3,278	3,442
		33.70	35.39	37.16	39.02	40.97	43.02
Laboratory Analyst II	800	71,510	75,088	78,832	82,784	86,923	91,270
		5,959	6,257	6,569	6,899	7,244	7,606
		2,750	2,888	3,032	3,184	3,343	3,510
		34.38	36.10	37.90	39.80	41.79	43.88
Industrial Waste Control Officer	840	72,218	75,837	79,622	83,595	87,776	92,165
		6,018	6,320	6,635	6,966	7,315	7,680
		2,778	2,917	3,062	3,215	3,376	3,545
		34.72	36.46	38.28	40.19	42.20	44.31
Safety & Regulatory Compliance Coordinator	850	73,195	76,856	80,704	84,739	88,982	93,434
		6,100	6,405	6,725	7,062	7,415	7,786
		2,815	2,956	3,104	3,259	3,422	3,594
		35.19	36.95	38.80	40.74	42.78	44.92
Project Manager	870	73,382	77,043	80,891	84,926	89,170	93,621
		6,115	6,420	6,741	7,077	7,431	7,802
		2,822	2,963	3,111	3,266	3,430	3,601
		35.28	37.04	38.89	40.83	42.87	45.01
Plant Maintenance Technician III	900	74,131	77,834	81,723	85,800	90,085	94,598
		6,178	6,486	6,810	7,150	7,507	7,883
		2,851	2,994	3,143	3,300	3,465	3,638
		35.64	37.42	39.29	41.25	43.31	45.48
Instrumentation Technician	910	74,173	77,875	81,765	85,862	90,147	94,661
		6,181	6,490	6,814	7,155	7,512	7,888
		2,853	2,995	3,145	3,302	3,467	3,641
		35.66	37.44	39.31	41.28	43.34	45.51
Treatment Plant Operator III	950	75,109	78,874	82,826	86,965	91,312	95,867
		6,259	6,573	6,902	7,247	7,609	7,989
		2,889	3,034	3,186	3,345	3,512	3,687
		36.11	37.92	39.82	41.81	43.90	46.09
Senior Plant Operator (IV)	1150	80,808	84,843	89,086	93,538	98,218	103,126
		6,734	7,070	7,424	7,795	8,185	8,594
		3,108	3,263	3,426	3,598	3,778	3,966
		38.85	40.79	42.83	44.97	47.22	49.58

PAY SCHEDULE

Presented to the GSD Board 08/17/20.

Annually / Monthly / Biweekly / Hourly

GSD Board approved COLA 04/20/20:

3.10% Effective 07/01/20

POSITION	RANGE	AA	A	B	C	D	E
Management Analyst	1200	81,702	85,779	90,064	94,578	99,299	104,270
		6,809	7,148	7,505	7,882	8,275	8,689
		3,142	3,299	3,464	3,638	3,819	4,010
		39.28	41.24	43.30	45.47	47.74	50.13
Collection System Manager	1300	87,797	92,186	96,803	101,650	106,725	112,070
		7,316	7,682	8,067	8,471	8,894	9,339
		3,377	3,546	3,723	3,910	4,105	4,310
		42.21	44.32	46.54	48.87	51.31	53.88
Facilities Maintenance Supervisor	1330	89,981	94,474	99,195	104,146	109,346	114,816
		7,498	7,873	8,266	8,679	9,112	9,568
		3,461	3,634	3,815	4,006	4,206	4,416
		43.26	45.42	47.69	50.07	52.57	55.20
Plant Operations Supervisor	1350	90,646	95,181	99,944	104,936	110,178	115,690
		7,554	7,932	8,329	8,745	9,182	9,641
		3,486	3,661	3,844	4,036	4,238	4,450
		43.58	45.76	48.05	50.45	52.97	55.62
Laboratory and Technical Services Manager	1400	94,099	98,800	103,750	108,930	114,379	120,099
		7,842	8,233	8,646	9,078	9,532	10,008
		3,619	3,800	3,990	4,190	4,399	4,619
		45.24	47.50	49.88	52.37	54.99	57.74
Plant Operations Manager	1700	109,990	115,482	121,264	127,317	133,682	140,358
		9,166	9,624	10,105	10,610	11,140	11,697
		4,230	4,442	4,664	4,897	5,142	5,398
		52.88	55.52	58.30	61.21	64.27	67.48
Finance and Human Resources Manager	1900	132,038	138,632	145,558	152,838	160,472	168,501
		11,003	11,553	12,130	12,737	13,373	14,042
		5,078	5,332	5,598	5,878	6,172	6,481
		63.48	66.65	69.98	73.48	77.15	81.01
Assistant General Manager / Assistant District Engineer	2500	164,382	172,598	181,230	190,299	199,805	209,789
		13,699	14,383	15,103	15,858	16,650	17,482
		6,322	6,638	6,970	7,319	7,685	8,069
		79.03	82.98	87.13	91.49	96.06	100.86
General Manager / District Engineer	GM	General Manager's compensation is set annually by the Board in accordance with an employment contract dated 07/01/2015.					238,063
						19,839	
						9,156	
						114.45	
Governing Board Members	N/A	Governing Board Members are compensated on a per meeting basis, compensation is limited to no more than six meetings per month. The rate of \$209.82 per meeting increases August 1, 2020 to \$225.00.					225.00

Note, employees, by job title, will fall within the range values, from AA to E.

CalPERS Compliance Reviewers have verified that as long as an employee, by job title, fall within the range of values from AA to E, the compensation rate meets the CalPERS requirements. An individual does not have to fall on the exact value, or cog, only between the lowest and highest values in the range.

GENERAL MANAGER'S REPORT

GOLETA SANITARY DISTRICT GENERAL MANAGER'S REPORT

The following summary report describes the District's activities from August 4, 2020 through August 17, 2020. 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 is conducting priority areas lines cleaning through-out the District.

CCTV INSPECTION

Staff continues routine Closed-Circuit Television (CCTV) inspections in the area of Hollister Avenue and Walnut Drive.

CSMT II INTERNAL RECRUITMENT

Internal recruitment has begun to fill the Collection System Maintenance Technician (CSMT) II position which has been vacant since Shamus O'Donnell was promoted to Collection System Supervisor. An internal pool of potential candidates has been created in the Collections department for future promotions.

CITY VENTURES DEVELOPMENT

Inspections continue as required for this project.

2020 PIPELINE REHABILITATION PROJECT

The project is complete. Progress payment #3 has been processed and is included in the claims for Board review and approval. The Notice of Completion is included under a separate cover for Board review and approval.

REPAIR AND MAINTENANCE

The Vactor truck was taken to the Haaker Equipment Co. repair facility in La Verne, CA to replace a recalled debris body lift cylinder and to repair a faulty master switch which controls the hose reel, pump and vacuum on the truck. The truck has been repaired and is back in service. The camera for the CCTV Inspection truck was sent to Cues, Inc. for repairs. The truck remained in service by substituting a spare camera until the part was repaired and returned.

GREASE AND OIL INSPECTIONS

Staff continues with the grease and oil inspections program.

COMPETENCY BASED TRAINING (CBT)

Staff continues work on the CBT project with DKF Solutions staff.

CITY OF GOLETA OLD TOWN SIDEWALK PROJECT

Staff continues to coordinate inspections of the sewer manhole-related work by the City of Goleta Construction Management team from Filippin Engineering, Inc.

2. TREATMENT, RECLAMATION AND DISPOSAL FACILITIES REPORT

Operations and Maintenance staff continue to work on preparing the new inventory storage containers.

The recruitment for the Maintenance Technician I position has closed; selections for an initial interview are in process.

Pete Regis, Senior Plant Operator (IV) was promoted to the Plant Operations Supervisor position. We are pleased with this internal promotion and welcome his contributions to the management team. A recruitment for Pete's prior position (Senior Operator IV) is in progress.

Plant flows have stabilized at 4.1 million gallons a day (MGD) and have not changed in the last few weeks. We continue to see some interference to the treatment process, likely due to the use of surfactants found in consumer cleaning products.

The Lystek refeed of the digesters, to quantify increased solids destruction and gas production, has officially started. GSD staff will begin to coordinate testing to quantify the benefits of this process.

Reclamation demand is at 1.5 million gallons a day (MGD).

Centrifuge operations were temporarily shutdown when the gearbox on the shut auger failed. Repairs have been completed and hauling has restarted. The District isn't charged for any down days due to equipment malfunctions like this. Operations staff is starting to notice the reduction in sludge volume in lagoon number 3 and are systematically dredging across the lagoon to remove the remaining solids.

3. GENERAL AND ADMINISTRATIVE ITEMS

Financial Report

The District account balances as of August 17, 2020 shown below are approximations to the nearest dollar and indicate the overall funds available to the District at this time.

Operating Checking Accounts:	\$ 716,105
Investment Accounts:	\$ 26,562,050
Total District Funds:	\$ 27,278,155

The following transactions are reported herein for the period 08/04/20 – 08/17/20.

Regular, Overtime, Cash-outs and Net Payroll:	\$ 161,459
Claims:	\$ 126,529
Total Expenditures:	\$ 287,988
Total Deposits:	\$ 23,554

Transfers of funds:

Community West Bank (CWB) to LAIF:	\$	- 0 -
CWB Operational to CWB Money Market:	\$	- 0 -
CWB Money Market to CWB Operational:	\$	800,000

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 – July, 2020.
- LAIF Quarterly Report – Previously submitted.
- PMIA/LAIF Performance – July, 2020.
- PMIA Effective Yield – July, 2020.

Community West Bank (CWB)

- CWB Money Market Account – July, 2020.

Deferred Compensation Accounts

- CalPERS 457 Deferred Compensation Plan – July, 2020.
- Lincoln 457 Deferred Compensation Plan – July, 2020.

COVID-19 Response Plan Update

- A verbal update will be provided at the meeting.

Personnel Update

- A verbal 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

August 13, 2020

[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

July 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
7/15/2020	7/14/2020	QRD	1646562	N/A	SYSTEM	369.29
7/15/2020	7/29/2020	QRD	1650027	N/A	SYSTEM	30.07
7/17/2020	7/16/2020	RD	1648082	N/A	ROBERT O. MANGUS, JR	17,833,000.00

Account Summary

Total Deposit:	17,833,399.36	Beginning Balance:	109,448.84
Total Withdrawal:	0.00	Ending Balance:	17,942,848.20



PMIA/LAIF Performance Report as of 08/07/20



PMIA Average Monthly Effective Yields⁽¹⁾

Jul	0.920
Jun	1.217
May	1.363

Quarterly Performance Quarter Ended 06/30/20

LAIF Apportionment Rate ⁽²⁾ :	1.47
LAIF Earnings Ratio ⁽²⁾ :	.00004012766505335
LAIF Fair Value Factor ⁽¹⁾ :	1.004912795
PMIA Daily ⁽¹⁾ :	1.08%
PMIA Quarter to Date ⁽¹⁾ :	1.41%
PMIA Average Life ⁽¹⁾ :	191

*Revised 7/21/2020 per State Controller's Office

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/20 \$101.0 billion

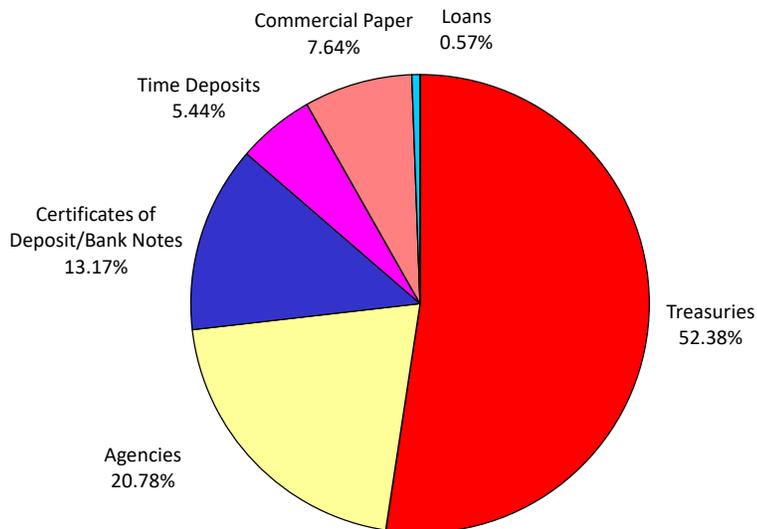


Chart does not include 0.02% of mortgages. Percentages may not total 100% due to rounding.

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

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	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					

RETURN SERVICE REQUESTED

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

**All Community West Bank branch offices are open to serve you Monday through Friday,
9:00 am to 5:00 pm.**

Notice of Change to our Funds Availability Policy

Due to changes in Federal regulations, Community West Bank's Funds Availability Policy is changing, effective June 29, 2020.

We are increasing the amount we make available for withdrawal by checks not subject to next day availability from \$200 to \$250. In addition, the amount available for withdrawal on some exception holds increases from \$5,000 to \$5,600.

If you have questions about our Funds Availability Policy, you may review our policy at www.communitywestbank.com or contact your local branch.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC AGENCY-MMDA	XXXXXXXX5554	\$9,419,232.23

PUBLIC AGENCY-MMDA - XXXXXXXX5554

Account Summary

Date	Description	Amount		
07/01/2020	Beginning Balance	\$28,433,110.04	Average Ledger Balance	\$18,454,787.45
	1 Credit(s) This Period	\$19,122.19		
	3 Debit(s) This Period	\$19,033,000.00		
07/31/2020	Ending Balance	\$9,419,232.23		

Account Activity

Post Date	Description	Debits	Credits	Balance
07/01/2020	Beginning Balance			\$28,433,110.04
07/02/2020	Transfer to Operations	\$600,000.00		\$27,833,110.04
07/16/2020	For LAIF Confirm #1648082	\$17,833,000.00		\$10,000,110.04
07/22/2020	Fund July Claims	\$600,000.00		\$9,400,110.04
07/31/2020	INTEREST AT 1.2200 %		\$19,122.19	\$9,419,232.23
07/31/2020	Ending Balance			\$9,419,232.23

CalPERS 457 Plan

July 31, 2020

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 55772
Boston, MA 02205-5772
(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 July 31, 2020

<https://calpers.voya.com>

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

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

Table 1 - Variable Net Return Investments

Name of Fund / Name of Benchmark	Performance		Annualized Performance				Total Annual Operating Expenses ³	
	3 Month	1 Year	5 Years	10 Years	Since Inception	Inception Date	As a %	Per \$1000
Equity Funds								
State Street Russell All Cap Index Fund - Class 1	13.77	10.42	10.48	-	11.41	10/07/13	0.31%	\$3.10
<i>Russell 3000 Index</i>	13.88	10.93	10.89	-	11.81			
State Street Global All Cap Equity ex-US Index Fund - Class 1	13.48	0.91	3.16	-	2.86	10/07/13	0.32%	\$3.20
<i>MSCI ACWI ex-USA IMI Index (net)</i>	13.04	0.72	3.31	-	3.07			
Fixed Income								
State Street US ShortTerm Gov't/Credit Bond Index Fund - Class 1	0.59	4.05	1.66	-	1.32	10/07/13	0.32%	\$3.20
<i>Bloomberg Barclays Cap US 1-3 yr Gov't/Credit Bond Index</i>	0.72	4.46	2.13	-	1.82			
State Street US Bond Fund Index - Class 1	2.60	9.86	4.13	-	3.92	10/07/13	0.31%	\$3.10
<i>Bloomberg Barclays Capital US Aggregate Bond Index</i>	2.61	10.12	4.47	-	4.22			
Real Assets								
State Street Real Asset Fund - Class A	8.26	-3.98	1.85	-	0.19	10/08/13	0.44%	\$4.40
<i>State Street Custom Benchmark⁴</i>	8.19	-4.29	2.16	-	0.54			
Cash (Cash Equivalents)								
State Street STIF	0.01	1.10	1.00	-	0.81	09/02/14	0.33%	\$3.30
<i>BofA ML 3-month US T-Bill</i>	0.03	1.46	1.20	-	1.01			
Target Retirement Date Funds⁵								
CalPERS Target Income Fund	6.16	9.15	4.44	4.78	5.62	12/01/08	0.32%	\$3.20
<i>SIP Income Policy Benchmark⁶</i>	6.10	9.00	4.65	5.10	6.17			
CalPERS Target Retirement 2015	6.61	9.10	4.36	5.48	6.73	12/01/08	0.32%	\$3.20
<i>SIP 2015 Policy Benchmark⁶</i>	6.54	8.93	4.57	5.90	7.29			
CalPERS Target Retirement 2020	8.05	9.02	4.37	5.86	7.21	12/01/08	0.32%	\$3.20
<i>SIP 2020 Policy Benchmark⁶</i>	7.94	8.77	4.57	6.27	7.74			
CalPERS Target Retirement 2025	9.37	8.55	4.90	6.51	7.88	12/01/08	0.32%	\$3.20
<i>SIP 2025 Policy Benchmark⁶</i>	9.26	8.26	5.09	6.93	8.39			
CalPERS Target Retirement 2030	10.68	7.60	5.03	6.98	8.50	12/01/08	0.32%	\$3.20
<i>SIP 2030 Policy Benchmark⁶</i>	10.58	7.65	5.30	7.45	9.02			
CalPERS Target Retirement 2035	12.06	6.98	5.31	7.42	9.00	12/01/08	0.32%	\$3.20
<i>SIP 2035 Policy Benchmark⁶</i>	11.94	6.96	5.57	7.93	9.57			
CalPERS Target Retirement 2040	12.94	6.31	5.66	7.78	9.35	12/01/08	0.32%	\$3.20
<i>SIP 2040 Policy Benchmark⁶</i>	12.81	6.37	5.93	8.29	9.89			
CalPERS Target Retirement 2045	12.94	6.31	6.19	8.06	9.55	12/01/08	0.32%	\$3.20
<i>SIP 2045 Policy Benchmark⁶</i>	12.81	6.37	6.45	8.58	10.14			
CalPERS Target Retirement 2050	12.94	6.31	6.18	8.06	9.64	12/01/08	0.32%	\$3.20
<i>SIP 2050 Policy Benchmark⁶</i>	12.81	6.37	6.45	8.58	10.14			
CalPERS Target Retirement 2055	12.94	6.31	6.18	-	6.05	11/01/13	0.32%	\$3.20
<i>SIP 2055 Policy Benchmark⁶</i>	12.81	6.37	6.45	-	6.41			
CalPERS Target Retirement 2060	12.94	6.23	-	-	8.93	11/01/18	0.31%	\$3.10
<i>SIP 2060 Policy Benchmark⁶</i>	12.81	6.37	-	-	9.22			
Broad-Based Benchmarks⁷								
<i>Russell 3000 Index</i>	13.88	10.93	10.89	13.59	-	-	-	-
<i>MSCI ACWI ex-USA IMI Index (net)</i>	13.04	0.72	3.31	4.68	-	-	-	-
<i>Bloomberg Barclays Capital US Aggregate Bond Index</i>	2.61	10.12	4.47	3.87	-	-	-	-

Part II. Explanation of CalPERS 457 Plan Expenses

July 31, 2020

<https://calpers.voya.com>

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

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

Footnotes for Table 1 and Table 2:

- 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.
- 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.
- Total annual operating expenses are comprised of investment management and administrative expenses and fees incurred by the funds.
- State Street Real Asset Fund has a custom benchmark comprised of 25% Bloomberg Roll Select Commodity Index, 25% S&P® Global LargeMidCap Commodity and Resources Index, 15% Dow Jones U.S. Select REIT Index, 25% Bloomberg Barclays U.S. TIPS Index, and 10% S&P Global Infrastructure Index NL SF Class A.
- 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.
- 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 Barclays Cap US 1-3 yr Gov't/Credit Bond Index, Bloomberg Barclays Capital US Aggregate Bond Index, the SSGA customized benchmark for Real Assets (see footnote 5), and BofA ML 3-month US T-Bill.
- Broad-based benchmarks grouped here provide comparative performance standards for domestic equity, international equity and fixed income.
- 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.
- 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 1), State Street Global All Cap Equity ex-US Index Fund (Class 1), State Street US Short Term Government/Credit Bond Index Fund (Class 1), State Street US Bond Fund Index (Class 1), 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 Option	Inception Date	Change from Previous Day	YTD as of 08/12/2020	YTD as of 07/31/2020	Average Annual Total Return (%) as of 7/31/2020							
					1 Mo	3 Mo	1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
Risk Managed												
Fidelity® VIP Freedom 2055 Portfolio SM - Service Class ^{7,9} (RM)	04/11/2019	1.23	4.13	0.72	5.42	13.78	9.17	N/A	N/A	N/A	N/A	8.89
Fidelity® VIP Freedom 2060 Portfolio SM - Service Class ^{7,9} (RM)	04/11/2019	1.23	4.15	0.75	5.41	13.87	9.22	N/A	N/A	N/A	N/A	8.93
Maximum Capital Appreciation												
AB VPS Global Thematic Growth Portfolio - Class B ^{1,2} (MCA)	01/11/1996	1.50	17.70	14.80	8.28	21.13	22.54	12.40	10.34	8.67	5.37	
Delaware VIP® Smid Cap Core Series - Standard Class ^{4,8} (MCA)	07/12/1991	0.53	-7.72	-11.48	3.63	11.82	-5.55	2.42	3.69	10.59	8.46	
DWS Alternative Asset Allocation VIP Portfolio - Class A ^{1,2,3,9,10} (MCA)	02/02/2009	0.80	-3.61	-4.88	3.07	7.00	-1.36	-0.23	0.44	1.46	3.54	
LVIP Baron Growth Opportunities Fund - Service Class ⁸ (MCA)	10/01/1998	1.23	9.81	5.51	7.46	21.86	11.40	12.91	10.10	13.29	10.78	
LVIP SSGA Emerging Markets 100 Fund - Standard Class ^{1,19} (MCA)	06/18/2008	0.86	-13.32	-16.93	3.59	7.57	-12.45	-7.81	-1.12	-0.86	0.57	
LVIP SSGA Small-Cap Index Fund - Standard Class ^{8,18} (MCA)	04/18/1986	0.51	-5.37	-11.53	2.60	12.86	-6.11	1.16	3.56	8.48	6.36	
LVIP T. Rowe Price Structured Mid-Cap Growth Fund - Standard Class ⁸ (MCA)	02/03/1994	1.08	7.98	7.82	5.95	19.35	13.32	15.21	11.79	14.01	6.87	
Long Term Growth												
American Funds Global Growth Fund - Class 2 ¹ (LTG)	04/30/1997	1.96	12.36	9.47	5.69	16.75	20.14	12.29	10.54	11.39	9.03	
American Funds Growth Fund - Class 2 (LTG)	02/08/1984	2.36	22.47	19.56	7.32	19.73	32.11	18.06	15.69	14.89	11.85	
American Funds International Fund - Class 2 ¹ (LTG)	05/01/1990	1.28	-5.70	-8.69	3.50	13.12	-1.39	0.59	2.91	4.54	6.40	

Printed On 08/13/2020 at 15:20 EST

©2020 Lincoln National Corporation. All rights reserved.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

Performance Update

Monthly hypothetical performance adjusted for contract fees *

Investment Option	Inception Date	Change from Previous Day	Average Annual Total Return (%) as of 7/31/2020									
			YTD as of 08/12/2020	YTD as of 07/31/2020	1 Mo	3 Mo	1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
Delaware VIP Small Cap Value ^{4, 8}	LTG 12/27/1993	0.50	-19.23	-24.67	2.37	5.99	-19.53	-5.57	0.93	6.63	7.89	
Fidelity® VIP Contrafund® Portfolio - Service Class	LTG 01/03/1995	1.85	17.53	15.86	6.58	17.50	24.12	14.11	11.49	12.76	10.40	
Fidelity® VIP Growth Portfolio - Service Class	LTG 10/09/1986	2.25	23.80	21.16	6.90	22.14	31.64	19.74	15.71	16.38	9.81	
LVIP BlackRock Global Real Estate Fund - Standard Class ^{1, 2, 7}	LTG 04/30/2007	1.23	-11.61	-14.06	2.49	6.85	-8.05	0.09	0.89	4.24	-0.14	
LVIP Delaware Mid Cap Value Fund - Standard Class ^{4, 8}	LTG 12/28/1981	0.43	-16.51	-21.02	2.83	8.02	-15.07	-1.81	2.53	8.02	9.58	
LVIP Delaware Social Awareness Fund - Standard Class ⁴	LTG 05/02/1988	1.45	4.59	1.03	4.73	12.60	10.27	10.29	8.16	11.89	9.57	
LVIP Dimensional U.S. Core Equity 1 Fund - Standard Class	LTG 12/28/1981	1.11	0.85	-3.42	5.11	12.65	4.36	7.81	8.12	11.27	9.34	
LVIP Mondrian International Value Fund - Standard Class ¹	LTG 05/01/1991	1.61	-14.79	-19.64	0.82	6.12	-11.34	-4.69	-1.96	2.38	4.66	
LVIP SSGA International Index Fund - Standard Class ^{1, 18, 20}	LTG 04/30/2008	2.01	-4.99	-9.69	1.89	10.78	-2.01	-0.66	0.88	3.60	0.16	
LVIP SSGA S&P 500 Index Fund - Standard Class ^{18, 21}	LTG 05/01/2000	1.41	4.96	1.56	5.54	12.54	10.49	10.60	10.11	12.42	4.80	
LVIP Vanguard Domestic Equity ETF Fund - Service Class ^{9, 22}	LTG 04/29/2011	1.29	4.48	1.06	5.40	12.80	8.99	9.73	9.12	N/A	9.64	
LVIP Vanguard International Equity ETF Fund - Service Class ^{1, 9, 22}	LTG 04/29/2011	1.83	-3.89	-8.30	3.56	12.89	0.10	-0.13	2.16	N/A	1.59	
MFS® VIT Utilities Series - Initial Class ²	LTG 01/03/1995	1.55	-3.64	-4.91	5.83	8.70	2.43	5.65	4.82	8.30	9.90	
Growth and Income												
American Funds Growth-Income Fund - Class 2	GI 02/08/1984	1.24	1.93	-0.76	3.59	10.46	6.57	9.27	9.22	11.63	9.85	
BlackRock Global Allocation V.I. Fund - Class I ^{1, 3}	GI 02/28/1992	0.82	7.28	5.14	5.17	11.27	11.91	5.13	4.67	5.42	6.15	
Delaware VIP REIT ^{2, 4, 7}	GI 05/04/1998	0.97	-15.75	-16.53	4.14	6.52	-12.66	-1.67	1.04	6.42	6.87	
Delaware VIP Value ⁴	GI 07/28/1988	0.90	-10.67	-13.52	2.30	5.42	-8.17	2.41	4.40	10.33	7.37	
Fidelity® VIP Freedom 2020 Portfolio SM - Service Class ^{9, 11}	GI 04/26/2005	0.72	5.44	3.52	4.00	9.45	9.31	6.17	5.81	7.07	5.59	
Fidelity® VIP Freedom 2025 Portfolio SM - Service Class ^{9, 11}	GI 04/26/2005	0.71	5.31	3.18	4.29	10.29	9.62	6.44	6.06	7.82	6.05	

Printed On 08/13/2020 at 15:20 EST

©2020 Lincoln National Corporation. All rights reserved.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

Performance Update

Monthly hypothetical performance adjusted for contract fees *

Investment Option	Inception Date	Change from Previous Day	Average Annual Total Return (%) as of 7/31/2020									
			YTD as of 08/12/2020	YTD as of 07/31/2020	1 Mo	3 Mo	1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
Fidelity® VIP Freedom 2030 Portfolio SM - Service Class ^{9, 11} (GI)	04/26/2005	0.91	5.13	2.65	4.71	11.44	9.78	6.84	6.61	8.38	6.21	
Fidelity® VIP Freedom 2035 Portfolio SM - Service Class ^{9, 11} (GI)	04/08/2009	1.15	4.45	1.38	5.16	13.00	9.50	6.94	6.89	8.92	11.11	
Fidelity® VIP Freedom 2040 Portfolio SM - Service Class ^{9, 11} (GI)	04/08/2009	1.27	4.20	0.81	5.43	13.86	9.21	6.84	6.84	8.97	11.22	
Fidelity® VIP Freedom 2045 Portfolio SM - Service Class ^{9, 11} (GI)	04/08/2009	1.26	4.21	0.83	5.45	13.83	9.26	6.83	6.84	9.05	11.31	
Fidelity® VIP Freedom 2050 Portfolio SM - Service Class ^{9, 11} (GI)	04/08/2009	1.26	4.21	0.85	5.45	13.85	9.23	6.82	6.83	9.13	11.43	
LVIP BlackRock Advantage Allocation Fund - Standard Class ^{3, 4, 12} (GI)	07/28/1988	0.78	5.36	3.64	3.39	8.67	8.07	5.61	4.75	6.05	5.67	
LVIP Delaware Wealth Builder Fund - Standard Class ^{3, 4, 12} (GI)	08/03/1987	0.43	-1.61	-3.02	2.56	5.65	1.03	2.48	2.92	5.92	5.82	
LVIP JPMorgan Retirement Income Fund - Standard Class ^{3, 4, 12} (GI)	04/27/1983	0.44	2.35	1.14	2.94	7.23	4.64	3.62	3.46	4.82	6.52	
Income												
Delaware VIP Diversified Income ^{4, 5} (I)	05/16/2003	-0.18	7.97	8.00	2.64	5.83	9.91	4.75	3.64	3.30	4.62	
Delaware VIP High Yield ^{4, 5, 6} (I)	07/28/1988	-0.21	1.15	0.76	4.92	9.52	3.81	3.50	3.81	4.99	5.61	
LVIP BlackRock Inflation Protected Bond Fund - Standard Class ⁵ (I)	04/30/2010	-0.01	2.93	2.59	1.15	2.73	2.92	2.49	1.39	1.54	1.59	
LVIP Delaware Bond Fund - Standard Class ^{4, 5} (I)	12/28/1981	-0.15	7.87	8.03	1.91	4.41	9.70	4.88	3.66	3.24	6.78	
LVIP Delaware Diversified Floating Rate Fund ^{4, 15} (I)	04/30/2010	-0.02	-0.29	-0.50	0.39	1.87	0.11	0.72	0.51	0.34	0.29	
LVIP Global Income Fund - Standard Class ^{1, 5, 12, 14} (I)	05/04/2009	-0.11	4.07	4.55	1.96	3.18	5.47	3.59	2.57	1.86	2.92	
LVIP SSGA Bond Index Fund - Standard Class ^{5, 18} (I)	04/30/2008	-0.22	6.63	7.19	1.35	2.33	8.77	4.35	3.11	2.48	2.97	
PIMCO VIT Total Return Portfolio - Administrative Class ⁵ (I)	12/31/1997	-0.08	6.74	7.00	1.31	3.27	8.79	4.35	3.32	2.92	4.49	
Preservation of Capital												
LVIP Government Money Market Fund - Standard Class ^{12, 17} (PC)	01/07/1982	0.00	-0.34	-0.31	-0.08	-0.25	-0.10	0.22	-0.23	-0.60	2.81	

Performance Update

Monthly hypothetical performance adjusted for contract fees *

Investment Option	Inception Date	Change from Previous Day	Average Annual Total Return (%) as of 7/31/2020									
			YTD as of 08/12/2020	YTD as of 07/31/2020	1 Mo	3 Mo	1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.	
Risk Managed - Asset Allocation												
LVIP Global Conservative Allocation Managed Risk Fund - Standard Class ^{1, 3, 9, 12, 16}	RM	05/03/2005	0.48	0.69	-0.90	2.40	5.60	2.84	3.29	3.01	4.76	4.59
LVIP Global Growth Allocation Managed Risk Fund - Standard Class ^{1, 3, 9, 12, 16}	RM	05/03/2005	0.90	-1.62	-4.08	2.27	5.34	1.46	2.36	2.66	4.70	3.97
LVIP Global Moderate Allocation Managed Risk Fund - Standard Class ^{1, 3, 9, 12, 16}	RM	05/03/2005	0.74	-0.65	-2.70	2.25	5.27	2.22	2.76	2.74	4.67	4.31
LVIP SSGA Global Tactical Allocation Managed Volatility Fund - Standard Class ^{1, 3, 9, 12, 13, 14}	RM	05/03/2005	0.71	-3.35	-5.97	2.61	6.05	-0.57	0.90	1.62	3.73	2.93
Risk Managed - US Large Cap												
LVIP BlackRock Dividend Value Managed Volatility Fund - Standard Class ^{12, 13}	RM	02/03/1994	0.71	-10.80	-14.29	2.15	1.49	-8.34	-0.48	2.51	5.25	5.79
LVIP Blended Large Cap Growth Managed Volatility Fund - Standard Class ^{12, 13, 14}	RM	02/03/1994	1.69	10.58	8.28	6.38	12.19	14.02	9.66	7.43	9.03	6.57
Asset Allocation												
LVIP T. Rowe Price 2010 Fund (Standard Class) ^{9, 11, 12}	AsA	05/01/2007	0.55	4.20	2.52	3.04	8.11	6.55	4.61	3.77	4.75	3.56
LVIP T. Rowe Price 2020 Fund (Standard Class) ^{9, 11, 12}	AsA	05/01/2007	0.73	3.66	1.56	3.47	9.38	6.52	5.03	4.11	5.06	3.46
LVIP T. Rowe Price 2030 Fund (Standard Class) ^{9, 11, 12}	AsA	05/01/2007	0.99	3.24	0.50	4.08	11.09	6.51	4.96	4.00	5.23	3.37
LVIP T. Rowe Price 2040 Fund (Standard Class) ^{9, 11, 12}	AsA	05/01/2007	1.19	2.73	-0.47	4.46	12.23	6.26	5.01	3.98	5.48	3.00
LVIP T. Rowe Price 2050 Fund (Standard Class) ^{9, 11, 12}	AsA	04/29/2011	1.26	2.40	-0.98	4.55	12.60	5.99	5.44	4.45	N/A	3.89
LVIP T. Rowe Price 2060 Fund - Standard Class ^{9, 11, 12}	AsA	04/30/2020	1.38	N/A	N/A	4.57	12.73	N/A	N/A	N/A	N/A	12.73
Risk Managed - US Mid Cap												
LVIP Blended Mid Cap Managed Volatility Fund - Standard Class ^{8, 12, 13, 14}	RM	05/01/2001	1.24	6.31	6.34	4.67	12.48	9.88	12.72	8.28	7.84	4.11
LVIP JPMorgan Select Mid Cap Value Managed Volatility Fund - Standard Class ^{8, 12, 13, 14}	RM	05/01/2001	0.38	-12.12	-15.55	1.88	1.60	-11.84	-3.51	-0.73	5.16	4.66

Performance Update

Monthly hypothetical performance adjusted for contract fees *

Investment Option	Inception Date	Change from Previous Day	Average Annual Total Return (%) as of 7/31/2020										
			YTD as of 08/12/2020	YTD as of 07/31/2020	1 Mo	3 Mo	1 Yr	3 Yr	5 Yr	10 Yr	Since Incep.		
Risk Managed - Global/International													
LVIP Franklin Templeton Global Equity Managed Volatility Fund - Standard Class ^{1, 12, 13}	RM 08/01/1985	1.35	-1.20	-4.55	4.03	6.76	0.66	0.59	1.07	4.58	6.62		
LVIP SSGA International Managed Volatility Fund - Standard Class ^{1, 9, 12, 13}	RM 12/31/2013	1.97	-12.74	-17.01	1.50	6.86	-10.04	-3.63	-1.83	N/A	-1.92		

* 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, the contract administrative fee and a pro rata deduction for the annual contract charge. If selected above, the cost for a feature or death benefit will be reflected. No surrender charge is reflected.

Performance Update

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 Sector Funds

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

³ Asset Allocation Portfolios

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

⁴ Macquarie Investment Management

Investments in Delaware VIP Series, Delaware Funds, LVIP Delaware 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 46 008 583 542 and its holding companies, including their subsidiaries or related companies, and are subject to investment risk, including possible delays in repayment and loss of income and capital invested. No Macquarie Group company guarantees or will guarantee the performance of the fund, the repayment of capital from the fund, or any particular rate of return.

⁵ 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.

⁶ 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.

⁷ 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.

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 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.

¹⁰ 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.

¹¹ 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 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.

¹² Manager of managers funds

Subject to approval of the fund's board, Lincoln Investment Advisors Corporation (LIAC) 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. LIAC is responsible for overseeing all subadvisors for funds relying on this exemptive order.

¹³ 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.

¹⁴ Multimanager

For those funds that employ a multimanager structure, the funds advisor is responsible for overseeing the subadvisors. While the investment styles employed by the funds subadvisors are intended to 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.

¹⁵ 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.

16 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 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.

17 Money Market Funds

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

18 Index

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

19 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.

20 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.

21 S&P

The Index to which this fund is managed is a product of S&P Dow Jones Indices LLC (SPDJI) and has been licensed for use by one or more of the portfolio's service providers (licensee). Standard & Poor's®; and S&P® are registered trademarks of Standard & Poor's Financial Services LLC (S&P); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC (Dow Jones); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the licensee. S&P®, S&P GSCI® and the Index are trademarks of S&P and have been licensed for use by SPDJI and its affiliates and sublicensed for certain purposes by the licensee. The Index is not owned, endorsed, or approved by or associated with any additional third party. 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®.

22 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.

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

-  = Risk Managed
-  = Maximum Capital Appreciation
-  = Long Term Growth
-  = Growth and Income
-  = Income
-  = Preservation of Capital
-  = Risk Managed - Asset Allocation
-  = Risk Managed - US Large Cap
-  = Asset Allocation
-  = Risk Managed - US Mid Cap
-  = Risk Managed - Global/International

LCN12-2067104-LRPS-PER

DISTRICT
CORRESPONDENCE
Board Meeting of August 17, 2020



Date: **Correspondence Sent To:**

1. 08/04/2020 Ms. Denise Clark
Property Tax Section
SB Co. Auditor-Controller's Office
Subject: Sewer Service Charge Report for Fiscal Year 2020-21

2. 08/04/2020 BPOE, Lodge 613
Subject: Goleta Sanitary District Permitted Capacity Discharge
Benevolent and Protective Order of Elks Lodge 613
A.P.N. 069-160-013
N. Kellogg Ave., Goleta CA

3. 08/10/2020 Michael Alvarado, General Manager
La Cumbre Mutual Water Company
Subject: Letter of Acceptance
LCMWC Sewer Main Extension Nogal Drive and Via Tranquila

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