



# Montecito Sanitary District

1042 Monte Cristo Lane  
Santa Barbara, CA 93108

*A Public Service Agency*

Phone: (805) 969-4200  
[www.montsan.org](http://www.montsan.org)

## AGENDA

For the Special Meeting of the Finance Oversight Committee on:

**Friday, April 17, 2026**

The special meeting of the Finance Oversight Committee will begin at **9:00 a.m. on April 17, 2026** in the District's Board Room at 1042 Monte Cristo Lane.

The public may attend the meeting in person or participate remotely via Zoom using the following virtual meeting details:

By visiting: <https://us02web.zoom.us/j/81644191588>

Or by calling: 1-669-900-6833

Meeting ID: 816 4419 1588

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### 1. CALL TO ORDER/ROLL CALL

### 2. PUBLIC COMMENT

Public comment is **limited to 3 minutes**, can only be on agendized topics, and is at the discretion of the Committee Chair. For further instructions, please see [Instructions for Public Comment](#) on the District's website.

### 3. NEW BUSINESS

#### A. MARCH PAYABLES (PAGE 3)

The Committee will review the payables for the period March 1, 2026 through March 31, 2026.

#### B. FISCAL YEAR 2025-26 UNAUDITED QUARTERLY FINANCIAL REPORTS (PAGE 6)

The Committee will review and discuss the following unaudited FY 2025-26 financial reports for the quarter ended March 31, 2026:

- i) Quarterly Financial Summary Memo
- ii) Quarterly Cash and Investments Holdings
- iii) Quarterly Operations and Maintenance Expenditure Status Report
- iv) Quarterly Capital Improvement Projects Expenditure Status Report
- v) Quarterly Investment Certification

#### C. REVIEW OF SERVICES PROVIDED BY ROJAS PUBLIC AFFAIRS (PAGE 20)

The Committee will review the services provided by Rojas Public Affairs related to its Public Outreach and Legislative Advocacy services.

**D. REVIEW OF SERVICES PROVIDED BY SOUTHLAND INDUSTRIES (PAGE 80)**

The Committee will review the services provided by Southland Industries related to its design services for the Wastewater Treatment Plant Upgrade project.

**4. ITEMS FOR THE NEXT COMMITTEE AGENDA**

**5. ADJOURNMENT**

The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the Districts' programs, services or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at 805-969-4200. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

This agenda was posted on the District website, and at the Montecito Sanitary District Bulletin Board in accordance with the requirements of the Brown Act.

Attested by:



Stephen Williams  
Business and Administrative Manager/Clerk of the Board



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## BOARD LIST OF PAYABLES – MARCH 2026

<u>CHECK DATE</u>	<u>SUMMARY &amp; TYPE</u>	<u>BATCH TOTAL</u>
03/16/2026	ACCOUNTS PAYABLE	169,001.22
	<b>Subtotal</b>	<b>\$ 169,001.22</b>
03/16/2026	CAPITAL IMPROVEMENT PROJECTS	18,706.25
	<b>Subtotal</b>	<b>\$ 18,706.25</b>
03/05/2026	PAYROLL	113,738.49
03/19/2026	PAYROLL	113,772.29
	<b>Subtotal</b>	<b>\$ 227,510.79</b>
	<b><u>TOTAL</u></b>	<b><u>\$ 415,218.26</u></b>

\*All Invoices were reviewed and approved by Department Managers

\*\*All Invoices and Payments were reviewed and approved and checks signed by the General Manager

\*\*\*Board Treasurer, Dorinne Johnson, approved all payables prior to check mailing

**Check History Report**

**MONTECITO SANITARY DISTRICT (MSD)**

**Sorted By Check Number**

**Activity From: 3/1/2026 to 3/31/2026**

Bank Code: B OPERATING CASH (MBT)				
Check Number	Check Date	Vendor Name	Check Amount	Payment Description
30799	3/16/26	ACWA/JPIA	36,442.37	MEDICAL PREMIUMS - FEBRUARY 2026
30800	3/16/26	AMAZON CAPITAL SERVICES	2,726.68	LCD HOUR METER, P-TOUCH TAPE, LS CLEANER/DEGREASER, LS PARTS, PODIUM, BOARD SNAKCS, OFFICE SUPPLIES
30801	3/16/26	AQUATIC INFORMATICS INC.	2,474.57	HACH DATA SOFTWARE SUBSCRIPTION
30802	3/16/26	AT&T MOBILITY	23.74	MOBILE SELECT POOL AIRCARDS
30803	3/16/26	BARTLETT, PRINGLE & WOLF, LLP	2,104.00	CA STATE CONTROLLER FINANCIAL REPORT
30804	3/16/26	BIG GREEN CLEANING COMPANY	5,880.08	JANITORIAL SERVICES AND SUPPLIES - DEC & MAR
30805	3/16/26	CINTAS CORPORATION #684	1,779.65	UNIFORMS, TOWELS, MATS GLOVES - FEB
30806	3/16/26	COLANTUONO, HIGHSMTIH &	18,091.50	LEGAL SERVICES - NOV AND FEB
30807	3/16/26	CORT	44.00	DEED REPORT - FEB
30808	3/16/26	COX BUSINESS	192.04	WIRELESS INTERNET - JAN & FEB
30809	3/16/26	DAL POZZO TIRE CORP	3,580.09	UNIT #1 TIRES
30810	3/16/26	DAKOTA DAUENHAUER	365.00	CWEA MEMBERSHIP AND E&I RENEWAL
30811	3/16/26	ENGEL & GRAY, INC	6,764.73	BIOSOLIDS DISPOAL - JAN
30812	3/16/26	HERNANDEZ, FRANCISCO	251.00	CWEA MEMBERSHIP FEE
30813	3/16/26	FISHER SCIENTIFIC	2,655.60	LAB SUPPLIES
30814	3/16/26	FOSTER & FOSTER INC	3,060.00	GASB 75 ACTUARIAL VALUATION - OPEB
30815	3/16/26	FRONTIER	1,148.71	PHONE SERVICE FOR LS 1, 2, 4, 5 & WWTP
30816	3/16/26	GEOGRAPHIC DATA &	740.00	TRANSFER GIS DATA BACKUP FILES
30817	3/16/26	GLS COMPANIES	1,560.00	LANDSCAPE MAINTENANCE - FEB
30818	3/16/26	GRAINGER	301.74	COLLAR CLAMP, S HOOK, NUTRIENT BFR SOLUTION
30819	3/16/26	HACH COMPANY	2,247.46	SENSOR CAP REPLACEMENT - LAB
30820	3/16/26	HOWELL, TODD	2,300.00	DEPOSIT REFUND - 645 COWLES ROAD
30821	3/16/26	INTERSTATE BILLING SERVICES	621.89	VEHICLE SERVICING - BATTERY
30822	3/16/26	JACOB GREEN & ASSOCIATES	5,700.00	BYLAWS/BOARD POLICIES - TASK 2
30823	3/16/26	KIMBALL MIDWEST	503.22	DRILL BITS AND REAMER
30824	3/16/26	MCCORMIX CORP	546.77	VEHICLE FUEL, DIESEL EXHAUST FLUID
30825	3/16/26	MCWILLIAMS, TERESA	2,300.00	DEPOSIT REFUND - 1542 RAMONA LANE
30852	3/16/26	MONTECITO BANK AND TRUST	5,584.14	CCTV TRANSPORTER WHEELS, CWEA P3S CONFERENCE (ROLLINS), CWEA MEMBERSHIP (LARROUDE), AWWA ANNUAL DUES (KEEN), RAILSFAE TRAINING, MOBILE NOTARY FEES, J WEIGOLD CONFERENCE, AUTODESK SUBSCRIPTION
30826	3/16/26	MORELOS, STEVE	15.09	SHIPPING BOX REIMBURSEMENT
30827	3/16/26	MOUNTAIN SPRING WATER	213.48	DRINKING WATER & COOLER
30828	3/16/26	O'CONNOR PEST CONTROL WEST	843.85	PEST CONTROL - LIFT STATIONS, WWTP, OPS BUILDING
30830	3/16/26	PITNEY BOWES GLOBAL FINANCIAL	263.52	PRINT CARTRIDGE FOR POSTAGE METER AND LEASE
30831	3/16/26	PURETEC INDUSTRIAL WATER	185.63	WATER SOFTENER AND TANK RENTAL
30832	3/16/26	QUINN COMPANY	293.98	SERVICE LIFT TRUCK
30833	3/16/26	ROBERT D. NIEHAUS, INC	11,512.60	RATE STUDY, FINANCIAL MODELING
30834	3/16/26	RINCON CONSULTANTS, INC	1,453.75	FEMA RESTORATION SERVICES
30835	3/16/26	RINGCENTRAL, INC.	802.22	PHONE SYSTEM - FEB
30836	3/16/26	ROLLINS, CAROLE	1,111.65	CWEA CONFERENCE REIMBURSEMENT
30837	3/16/26	Montecito Sanitary District Finance Oversight Committee - April 17, 2026 SBCO ENVIRONMENTAL HEALTH	2,900.00	HAZARDOUS MATERIALS PERMITS - LIFT STATIONS AND WWTP
30839	3/16/26	158 HOME IMPROVEMENT CENTER	17.46	FLAT BLACK SPRAY PAINT
30840	3/16/26	SOUTHERN CALIFORNIA EDISON CO	19,875.00	ELECTRIC SERVICE - FEB

30841	3/16/26	STANDARD INSURANCE COMPANY	3,850.74	DISABILITY INSURANCE PREMIUM - FEBRUARY
30842	3/16/26	STREAMLINE	488.60	WEBSITE HOSING - MAR
30843	3/16/26	BRYCE SWETEK	26.59	TRAVEL REIMBURSEMENT
30844	3/16/26	UNIVAR SOLUTIONS	9,959.89	SODIUM BISULFITE AND HYPOCHLORITE - FEB
30845	3/16/26	UNDERGROUND SERVICE ALERT	252.95	NEW TICKET CHARGES
30846	3/16/26	VENTURA AIR CONDITIONING CO.	492.80	PREVENTATIVE MAINTENANCE - ALL AC'S
30847	3/16/26	VERIZON BUSINESS	1,100.86	ENGINEERING IPADS (2) AND FEB DATA PLANS
30848	3/16/26	WALLACE GROUP	508.75	PRETREATMENT ASSISTANCE - FOG PROGRAM
30850	3/16/26	JOHN WEIGOLD	562.83	SACA TRAVEL REIMBURESEMENT
30851	3/16/26	ZWORLD GIS	2,280.00	GIS PROGRAM SUPPORT

**Bank B Total \$ 169,001.22**

Bank Code: G CIP CASH (MBT)				
Check Number	Check Date	Vendor Name	Check Amount	Payment Description
30829	3/16/26	PHOENIX CIVIL ENGINEERING	10,898.75	L001 - CHANNEL DRIVE FORCE MAIN (\$585.00) COO3 - CIPP LINING (\$10,313.75)
30838	3/16/26	SBCO. PUBLIC WORKS DEPT	188.00	COO3 - CIPP LINING
		WATER SYSTEMS CONSULTING, INC.	7,619.50	S001 - SEPTIC TO SEWER STRATEGIC PLAN (\$220.50) C001 - SEWER MODEL (\$4,495.75)
30849	3/16/26			S001 - SEPTIC TO SEWER REPORT (\$2,903.25)
<b>Bank G Total</b>			<b>\$ 18,706.25</b>	

*I, Dorinne Lee Johnson, Approve the Accounts Payables for March 16, 2026*

*Sign:* \_\_\_\_\_

*Date:* \_\_\_\_\_



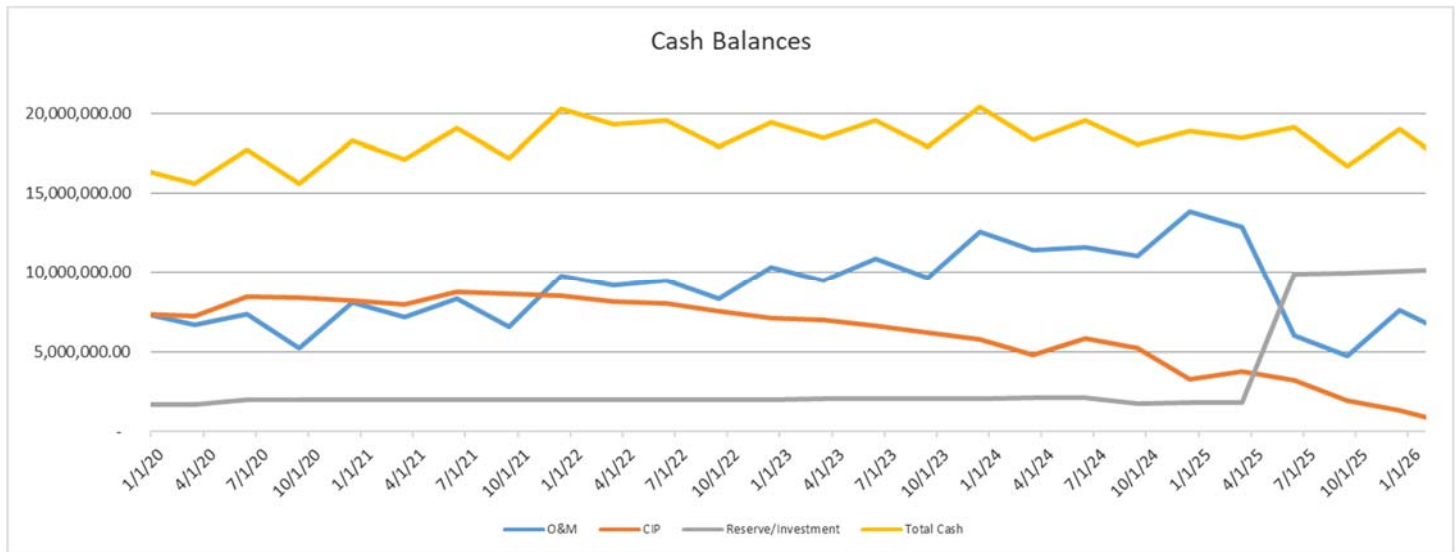
# **Fiscal Year 2025-26 Unaudited Quarterly Financial Summary Memo**

**For the Quarter Ended 3/31/2026**

## FINANCIAL HEALTH AND CASH POSITIONS

As of **March 31, 2026** the District continues to maintain a healthy financial position. Its cash balances are sufficient to cover both its short and long-term obligations as well as keep the District above its adopted **\$2.25M** adopted reserve fund policy target. Total cash position of the District ended the quarter at **\$16,715,053**, a decrease of **\$2,305,892** when compared to the prior quarter. This decrease was anticipated due to the timing of the District’s revenue receipts from the County Tax Roll coupled with the anticipated capital improvement projects outlay.

Below is a line graph detailing the District’s cash position at each quarter for the past five years:



Below is a chart detailing the current cash balances the District maintains compared to last quarter. A detailed breakdown of each account is provided in **Attachment A - Quarterly Cash and Investments Holdings as of 3/31/2026**:

	Balance at 12/31/2025	Balance at 3/31/2026	Difference
<b>Operations &amp; Maintenance</b>	\$ 7,584,541	\$ 6,034,980	\$ (1,549,561)
<b>Capital Improvement Projects</b>	1,345,048	498,914	(846,134)
<b>Investments/Reserves</b>	10,091,356	10,181,159	89,803
<b>Total Available Cash</b>	<u>\$ 19,020,945</u>	<u>\$ 16,715,053</u>	<u>\$ (2,305,892)</u>

*Table 1. Fiscal Year 2025-26 Cash Comparison – Current Quarter vs. Prior Quarter*

## REVENUES

For **Fiscal Year 2025-26**, the District budgeted approximately **\$9.7M** in revenues between its two main revenue types: Operating and Non-operating revenue. The District receives approximately 96% of its revenues through two allocations from the County of Santa Barbara’s Property Tax apportionment, which occurs in December and April of each year. Non-operating revenues were also budgeted significantly higher this year when compared to prior years due to reimbursements from FEMA/CalOES on the District’s 2023 Emergency Projects that were completed last fiscal year.

Table 2 below shows the breakdown of revenue received through the period ending **March 31, 2026**.

## OPERATIONS & MAINTENANCE BUDGET TO ACTUAL SUMMARY

### OPERATING AND NONOPERATING REVENUES

	2025-26 Budget	2025-26 YTD Actuals	Difference
<b>Operating Revenues</b>			
Service Charges	\$ 6,550,000	\$ 3,660,009	\$ (2,889,991)
Connection Fees	225,000	193,461	(31,539)
Other Services	55,000	75,025	20,025
<b>Total Operating Revenues</b>	<b>\$ 6,830,000</b>	<b>\$ 3,928,495</b>	<b>\$ (2,901,505)</b>
<b>Nonoperating Revenues</b>			
Property Taxes	\$ 828,500	\$ 493,448	\$ (335,052)
Reimbursements	\$ 1,614,297	\$ -	
Interest Income	415,000	403,119	(11,881)
<b>Total Nonoperating Revenues</b>	<b>\$ 2,857,797</b>	<b>\$ 896,567</b>	<b>\$ (1,961,230)</b>
<b>Total Revenues</b>	<b>\$ 9,687,797</b>	<b>\$ 4,825,062</b>	<b>\$ (4,862,735)</b>

*Table 2. Fiscal Year 2025-26 Budget to Actuals - Revenue*

#### Operating and Non-operating Revenue Noteworthy Items:

**Sewer Service Charges - The District's primary source of revenues comes from Sewer Service Charges.**

The District submitted all Sewer Service Charges to the County for inclusion on connected properties Property Tax bills in early July. This method saves a substantial amount of administrative time having to bill, collect, and reconcile over 3,000 sewer service bills to customers. Allocations are received in November and April of each Fiscal Year, with true-ups done in June. Total amount reported to the Auditor-Controller's Office was **\$6,503,718**.

- **Connection Fees** – The District has seen a higher number of connection fees in the current fiscal year, with increased activity for Accessory Dwelling Unit connections. Properties that connect this year will have their current fiscal year sewer service charges prorated and will be subsequently placed on the next fiscal years' tax roll.
- **Other Services** – The District collects various fees as it relates to inspection services, sewer availability inquiries, engineering review services, agreements, and administrative certifications. These fees appear higher than anticipated for the fiscal year due to multiple large residential and commercial projects.
- **Property Tax** – The District's ½ of 1% Property Tax Revenue is collected in the same manner as the Sewer Service Charges. The County released an estimated property tax revenue figures in September and the District is expected to receive **\$863,503** for the current fiscal year, which is **\$35,003** more than estimated.
- **Interest Income** –The **Fiscal Year 2025-26** Interest Income budget was developed with the District's current investment holdings in mind coupled with dwindling cash balances as a result of CIP projects

Montecito Sanitary District  
 Quarterly Unaudited Financial Summary  
 For the Period Ended March 31, 2026

being worked on. During the prior fiscal year cash reserves were moved into higher interest/dividend yielding investment accounts with Charles Schwab and California CLASS resulting in higher earnings when compared to LAIF and the County Treasury. With the declining interest rate environment County interest earnings will continue to perform close to the Districts’ holdings in California CLASS and Charles Schwab.

- **Reimbursements** – In June of 2025 the District received notification from FEMA/CalOES that its 2023 Winter Storms Emergency Projects were approved and obligated. As a result the District is expected to receive approximately **\$1.6M**. These are one-time monies and will be put back in the CIP account once received. Recent discussions with CalOES staff indicate that it is highly likely that reimbursement won’t be received prior to the end of the fiscal year, mostly due to delays on the federal level in final review and check processing.

### EXPENDITURES

The District’s Operations and Maintenance expenditures came in at approximately **67%** of what was budgeted for the fiscal year. Table 3 below summarizes **Attachment B – Quarterly Operations & Maintenance Expenditure Status Report as of 3/31/2026** attached to this memo. Noteworthy line items from that attachment are highlighted below to detail the positive or negative differences between the budget and actuals.

	2025-26 Budget	2025-26 YTD Actuals	Difference	% of Budget
<b>Operating Expenditures</b>				
Salaries and Benefits	\$ 3,778,172	\$ 2,840,928	\$ 937,244	75%
Insurance	157,500	164,185	(6,685)	104%
Maintenance & Repairs	196,500	104,509	91,991	53%
Goods & Supplies	148,000	104,041	43,959	70%
Professional Services	280,000	163,763	116,237	58%
Administrative Costs	539,400	151,129	388,271	28%
Plant & Lab Operating Costs	680,000	318,444	361,556	47%
Safety, Training, & Travel	92,570	75,232	17,338	81%
Utilities	321,500	199,092	122,408	62%
<b>Total Operating Expenditures</b>	<b>\$ 6,193,642</b>	<b>\$ 4,121,324</b>	<b>\$ 2,072,318</b>	<b>67%</b>

Table 3. Fiscal Year 2025-26 Budget to Actuals - Expenditures

#### Operating Expenditures Noteworthy Items:

- **6105 – Board Salaries** - This fiscal year has seen an increase in board stipends, mostly due to an increase in the number of Board/Committee meetings and the increased use of Ad Hoc committees when compared to prior years. Staff anticipates ending the year approximately \$7,000 over budget at fiscal year-end.
- **6400 – CalPERS Contribution** – Every year the District elects to prepay its CalPERS Unfunded Actuarial Liability (UAL) in July rather than paying in monthly installments. This method saves the District approximately 3% of its total UAL costs, and a payment was made in July totaling **\$281,188**. This large expenditure early in the year is causing the percentage of budget utilized for Salaries and Benefits to

be high at this point in the fiscal year. Staff does not anticipate being materially over budget in this line item by the end of the fiscal year.

- **7090 – Insurance-General Liability** - Final payments for liability insurance came in during the quarter with no further payments anticipated. Costs came in approximately **\$14,500** higher than budgeted.s
- **7430 – Memberships** – While this line item appears to be trending higher than anticipated, staff expects to be in line with budget figures as most of the membership costs for the fiscal year have been paid. The vast majority of membership costs are for the following agencies: Association of California Water Agencies (**\$19,510**), California Special Districts Association (**\$9,665**), and the California Association of Sanitation Agencies (**\$10,330**). The remaining amounts are related to annual membership fees (**\$251**) required for each of our Treatment Operators as required by our NPDES Permit.
- **7500 – Public Outreach** – This line item is trending higher due to unanticipated public outreach costs not known during the budget development process. The majority of these costs are from services provided by Rojas Public Affairs and cover website upgrades, public newsletter dissemination, customer survey creation and response monitoring, and assistance with the District’s Proposition 218 noticing for its Sewer Rate Study.
- **7653 – Chemicals** – The District is currently 16% under budget for chemicals at this point in the fiscal year which is the result of several different factors. Staff will continue to monitor this account and provide updates during the year as it is always a point of interest for the Board. Staff expects to fall under budget for the fiscal year.
- **7722 – Board Training/Conference Registration** – The Board adopted the Fiscal Year 2025-26 Budget prior to engaging Jacob Green and Associates to provide Board Workshop/Strategic Planning/Bylaws/Policies and Procedures services. This line item had a budget revision approved in the prior quarterly financials report and staff will continue to monitor.
- **7763 – Electricity** – The District is currently 10% under budget for electricity costs. Staff will continue to monitor this account and provide updates during the year as it is always a point of interest for the Board. Staff expects to be slightly under budget for the fiscal year, based on historical trends.

## CAPITAL IMPROVEMENTS PROJECTS

The District maintains separate Capital Improvement Project (CIP) accounts from its Operations and Maintenance funds. As of the end of the period the balance held in CIP accounts totals **\$498,914**. In prior years the District has held a healthy CIP account balance as its CIP program wasn’t being prioritized. The past two fiscal years have seen District CIP activity ramp up to address several maintenance needs, and as such those funds have been drawn upon. At the last quarterly financial report staff anticipated that the District’s Operations and Maintenance fund would have to begin funding the capital improvement program, and that funding began near the end of the quarter with **\$450,000** being transferred from the County Operations and Maintenance Fund to the Montecito Bank and Trust Capital Improvements Project Fund. This will continue during the fourth quarter of the fiscal year.

The CIP Budget passed for **Fiscal Year 2025-26** utilized estimates for the anticipated expenditures for CIP work including permitting, design, construction management, and all other costs associated with projects. The following table details the approved budget for the fiscal year and amount expended year-to-date by program.

Program	2025-26 Approved Budget	Project Expenditures Through 3/31/2026
<b>Collections</b>	\$ 6,587,000	\$ 2,932,057
<b>Lift Stations</b>	\$ 1,575,000	\$ 146,089
<b>Treatment &amp; Lab Facilities</b>	\$ 2,385,000	\$ 69,045
<b>Sewer Main Extens</b>	\$ 600,000	\$ -
	\$ 60,000	\$ 111,649
<b>Total</b>	<b>\$ 11,207,000</b>	<b>\$ 3,258,840</b>

Table 4. Fiscal Year 2025-26 Budget to Actuals – Capital Improvement Program

During the third quarter the District spent **\$937,480** on Capital Improvement Projects. Detailed below are some of the noteworthy capital expenditures for the quarter. A full detail of all CIP expenditures can be found at **Attachment C - Quarterly Capital Improvement Projects Expenditure Status Report as of 3/31/2026**.

- **C005 – Manhole Lining Project** - Work was completed on this project during the current quarter, which consisted of the rehabilitation of 93 manholes. Expenditures in the current quarter totaled **\$104,501** with no more expenditures planned.
- **C013 – Combination Cleaner** – The District took receipt of its long anticipated Vacuum Combination Cleaner in December of 2025. The **\$664,161** payment was made in January of the current quarter.
- **L001 – Channel Lift Station Improvement** – Design work continued on the Channel Lift Station Improvement project, with \$93,395 being spent during the current quarter. Construction is expected to begin during the fourth quarter.

## 2017 SEWER REFUNDING REVENUE BONDS – CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) FINANCE CORPORATION

In May 2017 the District refunded its 2007 Certificates of Participation (COP). The District will make two payments on its bond during Fiscal Year 2025-26 totaling **\$912,325**. Of this total **\$735,000** will be applied to principal and **\$177,325** to interest. After all payments were made in Fiscal Year 2025-26 the remaining bond debt is **\$4,235,000** and is expected to be paid off by July 1, 2030. The current interest rate paid is **5%**.

## ANNUAL DEPRECIATION FUNDING

Annually, the District’s Operations & Maintenance account contributes to the Capital Replacement Fund and is based on the prior fiscal years’ annual depreciation expense. The current year contribution will be **\$1,192,399** and staff will make the transfer in June.

**Attachments:**

Attachment A – Quarterly Cash and Investments Holdings as of 3/31/2026

Attachment B – Quarterly Operations & Maintenance Expenditure Status Report as of 3/31/2026

Attachment C – Quarterly Capital Improvement Projects Expenditure Status Report as of 3/31/2026

Attachment D – Quarterly Investment Certification

**MONTECITO SANITARY DISTRICT CASH AND INVESTMENTS HOLDINGS**  
FOR THE PERIOD ENDED 3/31/2026

Sage Acct.	Investment Accounts	12/31/2025	Income	Interest	Transfers In	Transfers Out	Withdrawals	3/31/2026	Net Change	Comments
1100-0000	Cash with LAIF	17,293		183				17,476	183	Quarterly Interest (3.81%): \$183
1110-0000	Cash with County-Operating	7,193,256	109,396	38,697		(1,900,000)		5,441,348	(1,751,908)	Property Tax/SSCs: \$4,044,576 Quarterly Interest (3.5%): \$38,697 Transfer to MBT O&M (01/02/26): \$350,000 Transfer to MBT O&M (02/10/26): \$450,000 Transfer to MBT O&M (02/26/26): \$350,000 Transfer to MBT O&M (03/18/26): \$350,000 Transfer to MBT CIP (03/18/26): \$400,000
1110-0001	Cash with County - Capital Replacement	901,658		8,135		(750,000)		159,792	(741,865)	Quarterly Interest (3.5%): \$8,135 Transfer to MBT CIP (2/10/2026): \$750,000
1110-0002	Cash with County-Retiree Medical	200,351		1,709				202,060	1,709	Quarterly Interest (3.5%): \$1,709
1171-0000	Charles Schwab	5,961,379	51,577					6,012,956	51,577	Dividends Earnings (3.53%): \$57,262
1172-0000	California CLASS	4,112,684	38,044					4,150,727	38,044	Dividends Earnings (3.70%): \$41,542
<b>Sage Acct.</b>	<b>Cash Accounts</b>									
1125-0000	MBT Operating account	72,022	210,034		1,500,000		(1,509,776)	272,280	200,258	Income: connection, permit, & other fees Transfers From County Oper: \$1,500,000 Withdrawals: O&M Expenses (A/P, Payroll)
1135-0000	MBT Capital Improvement account	443,390			1,150,000		(1,254,269)	339,121	(104,269)	Transfers From County CIP: \$1,150,000 Withdrawals: pmts on Capital Projects
1140-0000	MBT Revolving fund account	534					-	534	-	Withdrawals: payments on O&M expenses for checks needed immediately
1142-0000	MBT Insurance Reimbursement Acct	118,128		379				118,508	379	Monthly Interest (1.63%): \$379
1120-0000	District Petty Cash	250						250	-	
<b>Total Cash &amp; Investment</b>		<b>19,020,945</b>	<b>409,051</b>	<b>49,102</b>	<b>2,650,000</b>	<b>(2,650,000)</b>	<b>(2,764,045)</b>	<b>16,715,053</b>	<b>(2,305,892)</b>	

# MONTECITO SANITARY DISTRICT OPERATIONS AND MAINTENANCE EXPENDITURE STATUS

FOR THE PERIOD ENDED 3/31/2026

		2025-26 BUDGET	2025-26 YTD ACTUALS	VARIANCE	% OF BUDGET
<b>OPERATING EXPENDITURES</b>					
<b>SALARIES AND BENEFITS</b>					
6100	STAFF SALARIES	\$ 2,485,472	\$ 1,814,585	\$ 670,887	73%
6105	BOARD SALARIES	\$ 45,000	\$ 41,402	\$ 3,598	92%
6108	AUTO ALLOWANCE - GM	\$ 3,600	\$ 3,000	\$ 600	83%
6270	STANDBY PAY	\$ 54,600	\$ 35,925	\$ 18,675	66%
6300	OVERTIME	\$ 30,000	\$ 10,885	\$ 19,115	36%
6400	PERS CONTRIBUTION	\$ 450,000	\$ 430,897	\$ 19,103	96%
6410	EMPLOYEE BENEFITS	\$ 69,000	\$ 43,656	\$ 25,344	63%
6500	FICA CONTRIBUTION	\$ 145,000	\$ 113,680	\$ 31,320	78%
6510	MEDICARE	\$ 37,000	\$ 27,498	\$ 9,502	74%
6520	UNEMPLOYMENT TAX - STATE	\$ 3,500	\$ 2,792	\$ 708	80%
6600	GROUP MEDICAL - ACWA	\$ 310,000	\$ 228,720	\$ 81,280	74%
6605	RETIREE MEDICAL BENEFITS	\$ 24,000	\$ 12,867	\$ 11,133	54%
6610	LIFE INSURANCE - ACWA	\$ 6,500	\$ 2,975	\$ 3,525	46%
6615	DISABILITY INS - STANDARD	\$ 26,000	\$ 17,250	\$ 8,750	66%
6620	WORKER'S COMPENSATION	\$ 58,000	\$ 36,389	\$ 21,611	63%
6640	DENTAL INSURANCE - ACWA	\$ 19,000	\$ 8,182	\$ 10,818	43%
6645	VISION INSURANCE - ACWA	\$ -	\$ 1,827	\$ (1,827)	100%
6650	UNIFORM SERVICE - MISSION	\$ 11,500	\$ 8,400	\$ 3,100	73%
<b>TOTAL SALARIES AND BENEFITS</b>		<b>\$ 3,778,172</b>	<b>\$ 2,840,928</b>	<b>\$ 937,244</b>	<b>75%</b>
<b>SERVICES AND SUPPLIES</b>					
7090	INS (GEN LIAB/AUTO/E&O) - CSRMA	\$ 102,000	\$ 116,643	\$ (14,643)	114%
7091	PROPERTY INSURANCE	\$ 42,000	\$ 38,419	\$ 3,581	91%
7093	INS (EMP DISHONESTY BOND) - CSRMA	\$ 1,500	\$ 985	\$ 515	66%
7094	INS (MOBILE EQUIP) - CSRMA	\$ 12,000	\$ 8,138	\$ 3,862	68%
7110	EMPLOYEE PHYSICALS	\$ 1,500	\$ 1,443	\$ 57	96%
7121	PROPERTY MAINTENANCE	\$ 85,000	\$ 43,109	\$ 41,891	51%
7122	VEHICLE MAINTENANCE	\$ 15,000	\$ 11,073	\$ 3,927	74%
7126	COLL - EQUIPMENT RENTAL	\$ 1,000	\$ -	\$ 1,000	0%
7127	COLL - SAFETY EQUIPMENT/SUPPLIES	\$ 5,000	\$ 322	\$ 4,678	6%
7129	LIFT STATION PARTS	\$ 32,000	\$ 21,019	\$ 10,981	66%
7133	VACCON EQUIPMENT & REPAIRS	\$ 15,000	\$ 7,183	\$ 7,817	48%
7134	CCTV EQUIPMENT/REPAIRS	\$ 15,000	\$ 1,931	\$ 13,069	13%
7136	COLL - MISC COLLECTION TOOLS	\$ 10,000	\$ 14,841	\$ (4,841)	148%
7138	JETTER TRUCK EQUIP / REPAIRS	\$ 7,000	\$ 4,812	\$ 2,188	69%
7150	MECHANICAL MAINTENANCE	\$ 1,500	\$ -	\$ 1,500	0%
7200	GENERAL OPERATING SUPPLIES	\$ 10,000	\$ 12,113	\$ (2,113)	121%
7201	DRINKING WATER	\$ 2,500	\$ 1,622	\$ 878	65%
7202	GLOVES	\$ 8,000	\$ 738	\$ 7,262	9%
7205	COMMUNITY & EMPLOYEE GOODWILL	\$ 6,000	\$ 6,619	\$ (619)	110%
7220	MAILING/SHIPPING EXPENSES	\$ 5,000	\$ 599	\$ 4,401	12%
7430	MEMBERSHIPS	\$ 45,000	\$ 40,757	\$ 4,243	91%
7440	MISCELLANEOUS EXPENSES	\$ 2,500	\$ 89	\$ 2,411	4%
7450	OFFICE EXPENSES	\$ 15,000	\$ 8,121	\$ 6,879	54%
7452	SCANNING & SHREDDING	\$ 10,000	\$ -	\$ 10,000	0%
7454	BOOKS/SUBSCRIPTIONS/STUDY GUIDES	\$ 2,000	\$ 351	\$ 1,649	18%
7456	COMPUTER HARDWARE/SOFTWARE/LICENSING	\$ 52,000	\$ 33,032	\$ 18,968	64%
7461	PROFESSIONAL SERVICES/FEES - LEGAL	\$ 75,000	\$ 68,157	\$ 6,843	91%
7462	PROFESSIONAL FEES - ACCOUNTING	\$ 40,000	\$ 20,314	\$ 19,686	51%
7463	PROF SERVICES - ENGINEERING	\$ 75,000	\$ 370	\$ 74,630	0%
7464	PROFESSIONAL FEES - COMPUTER/GIS	\$ 68,000	\$ 50,335	\$ 17,665	74%
7466	PROF SERVICES - HUMAN RESOURCES	\$ 12,000	\$ 6,419	\$ 5,581	53%
7500	PUBLIC OUTREACH	\$ 10,000	\$ 18,167	\$ (8,167)	182%
7506	ADMINISTRATIVE FEES	\$ 30,000	\$ 23,296	\$ 6,704	78%
7508	COLLECTION/TREATMENT FINES	\$ 10,000	\$ -	\$ 10,000	0%
7510	CONTRACTED SERVICES/LABOR	\$ 69,100	\$ 38,970	\$ 30,130	56%
7530	ADS/NOTICES FOR PUBLICATION	\$ 3,000	\$ 880	\$ 2,120	29%
7610	FURNITURE/FIXTURES	\$ 10,000	\$ 981	\$ 9,019	10%
7641	NPDES PERMIT EXPENSES-LAB	\$ 10,000	\$ 5,540	\$ 4,460	55%
7645	NPDES PERMIT REQUIREMENTS - OPERATIONS	\$ 210,000	\$ 20,240	\$ 189,760	10%
7650	ELECTION EXPENSES	\$ 500	\$ -	\$ 500	0%
7651	ANALYZER CHEMICALS	\$ -	\$ -	\$ -	0%
7652	BIOSOLIDS DISPOSAL	\$ 70,000	\$ 39,900	\$ 30,100	57%
7653	CHEMICALS	\$ 300,000	\$ 175,641	\$ 124,359	59%
7654	GENERATOR SERVICE	\$ 10,000	\$ 4,089	\$ 5,911	41%
7655	HAZARDOUS MATERIALS DISPOSAL	\$ 2,000	\$ 162	\$ 1,838	8%

7656	PLANT EQUIPMENT RENTAL	\$	5,000	\$	-	\$	5,000	0%
7657	PLANT MAINTENANCE MATERIALS	\$	75,000	\$	10,886	\$	64,114	15%
7658	PLANT MAINTENANCE PROJECTS	\$	5,000	\$	-	\$	5,000	0%
7659	PLANT SAFETY EXPENSES	\$	5,000	\$	221	\$	4,779	4%
7661	POLYMER	\$	10,000	\$	-	\$	10,000	0%
7662	SMALL TOOLS/EQUIP	\$	4,000	\$	195	\$	3,805	5%
7670	SPECIAL PROJECTS	\$	107,800	\$	45,908	\$	61,892	43%
7671	ASSET MANAGEMENT	\$	140,000	\$	53,073	\$	86,928	38%
7675	COVID-19 EXPENSES	\$	-	\$	-	\$	-	0%
7681	2023 WINTER STORM	\$	75,000	\$	11,238	\$	63,762	0%
7700	LAB CONSUMABLES-SMALL EQUIPMENT	\$	38,000	\$	26,333	\$	11,667	69%
7702	LAB EQUIPMENT MAINTENANCE	\$	10,000	\$	1,219	\$	8,781	12%
7703	CONTRACT LAB ANALYSES	\$	10,000	\$	6,104	\$	3,896	61%
7704	Laboratory HVAC Maintenance	\$	6,000	\$	844	\$	5,156	14%
7722	BOARD TRAINING/CONF REGISTRATION	\$	31,570	\$	37,950	\$	(6,380)	120%
7723	BOARD MEETINGS/TRAVEL EXPENSES	\$	5,000	\$	5,367	\$	(367)	107%
7724	STAFF TRAINING/CONF REGISTRN	\$	18,000	\$	13,472	\$	4,528	75%
7725	STAFF TRAVEL EXPENSES	\$	18,000	\$	9,323	\$	8,677	52%
7726	STAFF CERTIFICATIONS/LICENSES	\$	8,000	\$	4,708	\$	3,292	59%
7727	OSHA REQUIRED TRAINING	\$	5,000	\$	2,408	\$	2,592	48%
7728	SAFETY BOOT ALLOWANCE	\$	4,500	\$	1,856	\$	2,644	41%
7729	APPAREL AND UNIFORMS	\$	2,500	\$	2,633	\$	(133)	105%
7731	LOCAL MEETING EXPENSES	\$	2,500	\$	148	\$	2,352	6%
7740	FUEL AND OIL	\$	25,000	\$	11,559	\$	13,441	46%
7761	WATER	\$	17,000	\$	8,689	\$	8,311	51%
7762	NATURAL GAS	\$	5,500	\$	1,218	\$	4,282	22%
7763	ELECTRICITY	\$	225,000	\$	147,112	\$	77,888	65%
7766	TRASH / RECYCLING	\$	17,000	\$	6,045	\$	10,955	36%
7767	TELEPHONE - LOCAL/LD	\$	20,000	\$	13,958	\$	6,042	70%
7768	TELEPHONE CELLULAR	\$	12,000	\$	10,511	\$	1,489	88%
	<b>TOTAL SERVICES AND SUPPLIES</b>	\$	2,415,470	\$	1,280,396	\$	1,135,074	53%
	<b>TOTAL OPERATING EXPENDITURES</b>	\$	6,193,642	\$	4,121,324	\$	2,072,318	67%

## Fiscal Year 2025-26 Capital Improvement Program (CIP)

Adopted by the Board at the June 11, 2025 Regular Meeting

### Collections:

Project No.	Description	Estimated Project Cost	2025-26 Approved Budget	Project Expenditures Through 3/31/2026
C001	Collection System Master Plan	\$ 200,000	\$ 200,000	\$ 117,267
C003	2025 Sewermain CIPP Lining - Design - <b>CARRYFORWARD</b>	\$ 150,000	\$ 10,000	12,412
C003	2025 2025 Sewermain CIPP Lining - Construction	\$ 3,000,000	\$ 3,000,000	60,449
C004	2026 Sewer Main CIPP Lining - Design	\$ 150,000	\$ 150,000	-
C005	Manhole Lining Project - <b>CARRYFORWARD</b>	\$ 2,549,155	\$ 1,800,000	2,077,768
C007	S. Jameson Relocation - Design	\$ 75,000	\$ 75,000	-
C007	S. Jameson Relocation - Construction	\$ 500,000	\$ 500,000	-
C013	Combination Cleaner - <b>CARRYFORWARD</b>	\$ 662,000	\$ 662,000	664,161
C015	Electric Vehicle Charging Station	\$ 15,000	\$ 15,000	-
C016	Electric Vehicle	\$ 65,000	\$ 65,000	-
CMAN	Manhole Adjustments	\$ 75,000	\$ 60,000	-
CEME	Collection O/M Emergencies	<b>Unknown</b>	\$ 50,000	-
<b>Collections Subtotal</b>			<b>\$ 6,587,000</b>	<b>\$ 2,932,057</b>

### Lift Stations:

Project No.	Description	Estimated Project Cost	2025-26 Approved Budget	Project Expenditures Through 3/31/2026
L001	Channel Lift Station Improvement - Design	\$ 450,000	\$ 450,000	\$ 124,627
L001	Channel Lift Station Improvement - Construction	\$ 1,000,000	\$ 1,000,000	1,983
L008	Channel Lift Station Generator	\$ 75,000	\$ 75,000	7,823
LEME	Lift Station Emergency Repairs	<b>Unknown</b>	\$ 50,000	11,657
<b>Lift Stations Subtotal</b>			<b>\$ 1,575,000</b>	<b>\$ 146,089</b>

**Treatment & Laboratory:**

Project No.	Description	Estimated Project Cost	2025-26 Approved Budget	Project Expenditures Through 3/31/2026
T001	Wastewater Treatment Plant Project - Design and Eng.	\$ 1,800,000	\$ 1,800,000	\$ 7,142
T007	Treatment Carts	\$ 40,000	\$ 40,000	36,284
T017	Flow Meters - <b>CARRYFORWARD</b>	\$ 45,000	\$ 45,000	25,619
TEME	Treatment O/M Emergencies	\$ 500,000	\$ 500,000	-
<b>Treatment &amp; Laboratory Subtotal</b>			<b>\$ 2,385,000</b>	<b>\$ 69,045</b>

**Facilities:**

Project No.	Description	Estimated Project Cost	2025-26 Approved Budget	Project Expenditures Through 3/31/2026
F010	Monte Cristo Improvements - Design	\$ 100,000	\$ 100,000	-
F010	Monte Cristo Improvements - Construction	\$ 500,000	\$ 500,000	-
<b>Facilities Subtotal</b>			<b>\$ 600,000</b>	<b>\$ -</b>

**Sewer Main Extensions:**

Project No.	Description	Estimated Project Cost	2025-26 Approved Budget	Project Expenditures Through 3/31/2026
S001	Septic to Sewer Strategic Plan	\$ 150,000	\$ 60,000	\$ 111,649
<b>Sewer Main Extensions Subtotal</b>			<b>\$ 60,000</b>	<b>\$ 111,649</b>

Program	2025-26 Approved Budget	Project Expenditures Through 3/31/2026
<b>Collections</b>	\$ 6,587,000	\$ 2,932,057
<b>Lift Stations</b>	\$ 1,575,000	\$ 146,089
<b>Treatment &amp; Lab Facilities</b>	\$ 2,385,000	\$ 69,045
<b>Sewer Main Extensions</b>	\$ 60,000	\$ 111,649
<b>Total</b>	<b>\$ 11,207,000</b>	<b>\$ 3,258,840</b>



# Montecito Sanitary District

1042 Monte Cristo Lane  
Santa Barbara, CA 93108

*A Public Service Agency*

Phone: (805) 969-4200  
[www.montsan.org](http://www.montsan.org)

## QUARTERLY CERTIFICATION STATEMENTS FOR THE MONTECITO SANITARY DISTRICT

*in accordance with*  
**RESOLUTION NO. 2013-883, MSD INVESTMENT POLICY**

**For the Quarter Ended**

**March 31, 2026**

As Treasurer of the Montecito Sanitary District, I, **Dorinne Lee Johnson**, certify that:

- (1) All investment actions executed since the last report have been made in full compliance with the Montecito Sanitary District Investment Policy;
- (2) A complete and timely record of all investment transactions is maintained in the District office from reports supplied by LAIF, the Santa Barbara County Treasurer's office, Charles Schwab, and California CLASS; and
- (3) The Montecito Sanitary District is able to meet its pool's expenditure requirements for the next six months.

Approved at the **04/22/2026** Regular Board Meeting

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Board Treasurer  
MONTECITO SANITARY DISTRICT

**AGREEMENT NO. 2025-PSA-019**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR CONSULTANT SERVICES**

**Account No. 7510-0000**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Montecito Sanitary District, a California Independent Special District (“District”), and Rojas Public Affairs, a California Limited Liability Company (“Consultant”).

**2. RECITALS**

- 2.1. District has determined that it requires the following professional services from a consultant: **WRDA and various other Federal/State/Local Grants/Appropriations opportunities.**
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, District Board members, or employees of the District which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, District and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services are set forth in the Consultant’s proposals attached hereto as **Exhibit A** and incorporated herein by this reference.

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Bryce Swetek, Engineering Manager. The Agreement Administrator shall be the principal point of contact at the District for all services under this Agreement. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. The District reserves the right to change this designation upon written notice to Consultant.
- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as **Exhibit A** and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by the District under this Agreement. The Maximum Amount under this Agreement is **Fifty Thousand Dollars (\$50,000)**.
- 3.6. “Commencement Date”: July 1, 2025
- 3.7. “Termination Date”: June 30, 2026

#### **4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by District in writing and incorporated in written amendments to this Agreement.

#### **5. CONSULTANT’S DUTIES**

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with District.** In performing services under this Agreement, Consultant shall coordinate all contact with District through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding,

when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to District. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.5. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed District official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to District prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict of interest interfering with performance under this Agreement. However, District may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. No change shall be made in Consultant's project administrator without District's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the District that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. If District and Consultant cannot agree as to the substitution of key personnel, District may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall be responsible for applying for, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement unless amended per Project and Task Order. This includes, but shall not be limited to, professional licenses,

encroachment permits and building and safety permits and inspections. Permit and inspection work shall be reimbursed by the District.

- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of District. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of District, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to District for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, **Exhibit A**. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

## 7. COMPENSATION

- 7.1. **General.** District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by District in advance.
- 7.2. **Invoices.** Consultant shall submit to District an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed

pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** District shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the District through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the District.
- 7.6. **District Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until District is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, District shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

This Agreement is subject to prevailing wage law for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of District without restriction or limitation upon its use or dissemination by District except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to District, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of District.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the District as an employer. Consultant shall not be entitled to any benefits. District makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

## 11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, , agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "District" shall include District, its board, officials, officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify District.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the District, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and

its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss or damage, arising from the sole negligence, active negligence or willful misconduct by the District, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the District, then Consultant’s indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed Consultant’s proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its board, officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney’s fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the District, its board, officers, officials, employees and volunteers.

- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify District for such loss or damage as is caused by the active negligence, sole active negligence, or willful misconduct of the District. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant waives its statutory immunity under such statutes or laws as to District, unless that liability is caused by the comparative negligence or willful misconduct of the District, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.5. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.

- 11.6. **Insurance Not a Substitute.** District does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.7. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Design Professional and agree that this Section 11 complies therewith.

**12. INSURANCE**

12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

12.2. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance:
  - \$1,000,000 per claim
  - \$2,000,000 aggregate
- General Liability:
  - General Aggregate: \$2,000,000
  - Products Comp/Op Aggregate \$2,000,000
  - Personal & Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
  - Fire Damage (any one fire) \$ 50,000
  - Medical Expense (any 1 person) \$ 5,000
- Workers’ Compensation:
  - Workers’ Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the District as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

- 12.3. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.4. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.5. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.6. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.7. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.8. **Additional Insured Endorsements.** The District, its Board of Directors, Commissions, officers, and employees of the District must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as

respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the District, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.9. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, District has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.10. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Montecito Sanitary District, Attn: John Weigold, General Manager, 1042 Monte Cristo Lane, Santa Barbara, CA 93108.
- 12.11. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.12. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the District. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.13. **Report of Claims to District.** Consultant shall report to the District, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.14. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, District must approve all such amounts prior to execution of this Agreement.

District has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant’s insurance policies. The amount of deductibles for insurance coverage required herein are subject to District’s approval.

12.15. **Duty to Defend and Indemnify.** Consultant’s duties to defend and indemnify District under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement. Consultant’s duties to defend and indemnify shall terminate upon the expiration of the statute of limitations of any cause of action related to this Agreement or four years, whichever is later.

**13. MUTUAL COOPERATION**

13.1. **District Cooperation in Performance.** District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.

13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against District relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that District may require in the defense of that claim or action.

**14. NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, electronic mail or overnight courier service during Consultant’s and District’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to the District  
Bryce Swetek  
Engineering Manager  
1042 Monte Cristo Lane  
Santa Barbara, CA 93108  
Telephone: (805) 969-4200  
[bswetek@montsan.org](mailto:bswetek@montsan.org)

If to Consultant  
Jaime Rojas, Jr.  
President  
10808 Foothill Blvd, Suite 160-516  
Rancho Cucamonga, CA 91730  
Telephone: (213) 400-8664  
[jaime@rojaspublicaffairs.com](mailto:jaime@rojaspublicaffairs.com)

With courtesy copy to:  
Aleks R. Giragosian, Esq.  
Montecito Sanitary District General  
Counsel  
Colantuono, Highsmith & Whatley, PC

790 E. Colorado Blvd., Ste. 850  
Pasadena, CA 91101  
Telephone: (213) 542-5700  
[agiragosian@chwlaw.us](mailto:agiragosian@chwlaw.us)

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), paragraph 12.13 (Waiver of Subrogation), paragraph 12.6 (Automobile Liability Insurance), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement and shall terminate upon the expiration of the statute of limitations of any cause of action related to this Agreement or four years, whichever is later.

## 16. TERMINATION

16.1. **District Termination.** District may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement.

16.2. **Consultant Termination.** Consultant may terminate this Agreement for any reason on 10 calendar days' written notice to District. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the District data, documents, objects, materials or other tangible things shall be returned to the District upon the termination or expiration of this Agreement.

16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The District shall have the benefit of such work as may have been completed up to the time of such termination.

16.4. **Remedies.** District retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by District and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by District. District shall grant such consent if disclosure is legally required. All District data shall be returned to District upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working

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

- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by District or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by District or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in District's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Santa Barbara County, California and Consultant hereby consents to jurisdiction in Santa Barbara County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

*(Signature page follows)*

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“DISTRICT”

Montecito Sanitary District

**Authorized Signatories:**

Signed by:  
Signature: John Weigold  
1475CD41AAEB4D9...

Printed: John Weigold

Title: General Manager

“CONSULTANT”

Rojas Public Affairs

Signed by:  
Signature: Jaime Rojas  
B0003CB00A2D447...

Printed: Jaime Rojas, Jr.

Title: President

**Attest:**  
DocuSigned by:  
Signature: Stephen Williams  
6814397E00BF465...

Printed: Stephen Williams

Title: Business and Administrative Manager

**Approved as to form:**  
Signature: Aleks Giragosian  
1CE7304209D64D7...

Printed: Aleks R. Giragosian, Esq.

Title: General Counsel

# 1. CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the District with your application.**

1. No District board member shall accept, solicit, or direct a contribution of more than \$500 from any party,<sup>1</sup> financially interested participant,<sup>2</sup> or agent<sup>3</sup> while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the District. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a District proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any board member by the party, or agent, during the preceding 12 months. No party to or participant in a District proceeding shall make a contribution of more than \$500 to a board member during the proceeding and for 12 months following the date a final decision is rendered by the District. No agent to a party or participant shall make a contribution in any amount to a board member during the proceeding and for 12 months following the date a final decision is rendered by the District.

3. Prior to rendering a decision on a District proceeding, any board member who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any board member receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that board member shall be permitted to participate in the proceeding.

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.<sup>2</sup> "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

<sup>3</sup> "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the District for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a board member within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current District board members available on the District's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the District Clerk.

# 2. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

## (a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any board member within the preceding 12 months:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

## (b) Date and amount of contribution:

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

## (c) Name of board member to whom contribution was made:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

(d) I certify that the above information is provided to the best of my knowledge.

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

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

To be completed by District:

Document No: \_\_\_\_\_



March 12, 2026

Mr. John Weigold  
General Manager  
Montecito Sanitary District  
1042 Monte Cristo Lane.  
Montecito, CA 93108

Dear Mr. Weigold:

I am writing to provide you with an overview of our firm and the scope of services we discussed to provide Montecito Sanitary District. Rojas Public Affairs (RPA) was established over ten years ago with deep California connections and a locally focused methodology. We also have extensive experience in representing governmental entities and are uniquely qualified to partner with the Montecito Sanitary District. In addition, the RPA team has a great presence in Washington, D.C. with an office just blocks from the United States Capitol & The White House.

### RPA Background

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

### Scope of Services

RPA will collaborate with Montecito Sanitary District to open doors in Washington, D.C., Sacramento, and the county to assist finding additional funds to various needs like capital improvement projects for the District. Our partnership would include:

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



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

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

#### Rojas Public Affairs Leadership

#### **Jaime Rojas, Jr. - President, Rojas Public Affairs**

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



Rojas Public Affairs would very much welcome the opportunity to partner with the Montecito Sanitary District. Should you decide to hire our team we are prepared to begin immediately and would recommend a strategy/kick-off session be scheduled as soon as possible so that we can begin our collaboration. **RPA will start with an hourly staff rate not to exceed \$50,000 for the remainder of the year.**

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



Hourly rates for Montecito Sanitary District are detailed below. All billings will include a detailed breakdown of the work completed.

<u>Team Member</u>	<u>Role</u>	<u>Hourly Rate</u>
Nicole Dailey	Senior Project Manager – in Charge	\$185
Jaime Rojas	Principal	\$250
Jasmid Enciso	Senior Project Manager	\$185
Alex Munoz	Client Services	\$125

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

Very respectfully,

Jaime Rojas, Jr.  
President

Rojas Public Affairs  
6782 Plum Way  
Rancho Cucamonga, CA 91730  
(213) 400-8664  
Montecito Sanitary District  
Finance Oversight Committee - April 17, 2026  
jaime@rojaspublicaffairs.com  
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**AGREEMENT NO. 2025-PSA-008**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR CONSULTANT SERVICES**  
**Account No. 7510-1000**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the **Montecito Sanitary District**, a California Independent Special District (“District”), and **Rojas Public Affairs**, a California Limited Liability Company (“Consultant”).

**2. RECITALS**

- 2.1 The District has determined that it requires the following professional services from a consultant: **Public Outreach**. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.2 Consultant represents that it has no known relationships with third parties, board members, or employees of the District which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the District and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to the District attached hereto as **Exhibit A** and incorporated herein by this reference.
- 3.2 “Agreement Administrator”: The Agreement Administrator for this project is John Weigold, General Manager. The Agreement Administrator shall be the principal point of contact at the District for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. The District reserves the right to change this designation upon written notice to Consultant.
- 3.3 “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule, also provided in **Exhibit A**. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4 “Maximum Amount”: The highest total compensation and costs payable to Consultant by the District under this Agreement. The Maximum Amount under this Agreement is **Fifty Thousand Dollars (\$50,000)**.
- 3.5 “Commencement Date”: **January 21, 2026**
- 3.6 “Termination Date”: **June 30, 2026**

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by the District in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT’S DUTIES

- 5.1 **Services.** Consultant shall perform the services identified in the Scope of Services. The District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2 **Coordination with the District.** In performing services under this Agreement, Consultant shall coordinate all contact with the District through its Agreement Administrator.
- 5.3 **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4 **Business License.** Consultant shall obtain and maintain in force a City of Santa Barbara business license for the duration of this Agreement.
- 5.5 **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to the District. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6 **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, the District may consent in writing to Consultant’s performance of such work.
- 5.7 **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed District official’s campaign

or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to District prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date. .

- 5.8 **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. No change shall be made in Consultant's project administrator without the District's prior written consent.
- 5.9 **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the District that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the District. If the District and Consultant cannot agree as to the substitution of key personnel, the District may terminate this Agreement for cause.
- 5.10 **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.11 **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.12 **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under this Agreement.
- 5.13 **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Contractor agrees to use a skilled and trained workforce.

## 6. SUBCONTRACTING

- 6.1 **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2 **Consultant Responsible.** Consultant shall be responsible to the District for all services to be performed under this Agreement.
- 6.3 **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates or total amount identified in the Approved Fee Schedule, per **Exhibit A**. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4 **Compensation for Subcontractors.** The District shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the **Exhibit A**. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. The District shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1 **General.** The District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the District in advance.
- 7.2 **Invoices.** Consultant shall submit to the District an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3 **Taxes.** The District shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4 **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5 **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the District through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the District.
- 7.6 **District Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until the District is satisfied that the services are satisfactory.

7.7 **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, the District shall have the right to withhold payments under this Agreement to offset that amount.

## 8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of the District without restriction or limitation upon its use or dissemination by the District except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 9. RELATIONSHIP OF PARTIES

- 9.1 **General.** Consultant is, and shall at all times remain as to the District, a wholly independent contractor.
- 9.2 **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise to act on behalf of the District as an agent. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of the District.
- 9.3 **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the District as an employer. Consultant is an independent contractor and shall not be entitled to any employment benefits.

## 10. INDEMNIFICATION

- 10.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “District” shall include the District, its officers, agents, employees and volunteers.
- 10.2 **Consultant to Indemnify District.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend the District from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 10.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify the District for such loss or damage as is caused by the sole active negligence or willful misconduct of the District.

- 10.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of the District’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.5 **Defense Deposit.** The District may request a deposit for defense costs from Consultant with respect to a claim. If the District requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 10.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to the District.
- 10.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 10.8 **Insurance Not a Substitute.** The District does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

**11. INSURANCE**

- 11.1 **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 11.2 **Documentation of Insurance.** The District will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with the District:
  - Certificate of Insurance, indicating companies acceptable to the District, with a Best’s Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Channel Drive Force Main Improvements**
  - Documentation of Best’s rating acceptable to the District.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

11.3 **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

<b>Professional Liability Insurance:</b>	\$1,000,000 per occurrence, \$2,000,000 aggregate
<b>General Liability:</b>	

- General Aggregate: \$2,000,000
- Products Comp/Op Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

**Automobile Liability:**

- Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 11.4 **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 11.5 **Worker’s Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers’ Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 11.6 **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 11.7 **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000.
- 11.8 **Additional Insured Endorsements.** The District and its board members, officers, employees, and consultants must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the District, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 11.9 **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, the District has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.

- 11.10 **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Montecito Sanitary District, Attn: John Weigold, General Manager, 1042 Monte Cristo Lane, Santa Barbara, CA 93108.
- 11.11 **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to the District. Any insurance or self-insurance maintained by the District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.12 **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the District. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 11.13 **Report of Claims to District.** Consultant shall report to the District, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 11.14 **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, the District must approve all such amounts prior to execution of this Agreement.
- The District has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to the District's approval.
- 11.15 **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify the District under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

## 12. MUTUAL COOPERATION

- 12.1 **District Cooperation in Performance.** The District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against the District relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that the District may require in the defense of that claim or action.

### 13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, electronic mail, or overnight courier service during Consultant's and the District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District:

John Weigold  
General Manager  
1042 Monte Cristo Lane  
Santa Barbara, CA 93108  
Telephone: (805) 969-4200  
Email: [jweigold@montsan.org](mailto:jweigold@montsan.org)

If to Consultant:

Jamie Rojas, Jr.  
President  
10808 Foothill Blvd, Suite 160-516  
Rancho Cucamonga, CA 91730  
Telephone: (213) 400-8664  
Email: [jaime@rojaspublicaffairs.com](mailto:jaime@rojaspublicaffairs.com)

With courtesy copy to:

Aleks R. Giragosian, Esq.  
General Counsel  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Ste. 850  
Pasadena, Angeles, CA 91101  
Telephone: (213) 542-5700  
Email: [agiragosian@chwlaw.us](mailto:agiragosian@chwlaw.us)

### 14. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.12 (Records), Section 10 (Indemnification), Section 11 (Insurance), Section 12 (Mutual Cooperation), Section 14 (Surviving Covenants), Section 16 (Interpretation of Agreement), and Section 17 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

### 15. TERMINATION

- 15.1 **District Termination.** The District may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the District data, documents, objects, materials or other tangible things shall be returned to the District upon the termination or expiration of this Agreement.
- 15.2 **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement by the District upon 30 days' notice.

- 15.3 **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The District shall have the benefit of such work as may have been completed up to the time of such termination.
- 15.4 **Remedies.** The District retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 16. INTERPRETATION OF AGREEMENT

- 16.1 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 16.2 **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by the District and Consultant.
- 16.3 **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 16.4 **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 16.5 **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 16.6 **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 17. GENERAL PROVISIONS

- 17.1 **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by the District. The District shall grant such consent if disclosure is legally required. All the District data shall be returned to the District upon the termination or expiration of this Agreement.
- 17.2 **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the District's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 17.3 **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the District's prior written consent, and any attempt to do so shall be void and of no effect. The District shall not be obligated or liable under this Agreement to any party other than Consultant.
- 17.4 **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 17.5 **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 17.6 **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 17.7 **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 17.8 **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by the District or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by the District or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 17.9 **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in the District’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 17.10 **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 17.11 **Attorneys’ Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs expended in the action.
- 17.12 **Venue.** The venue for any litigation shall be Santa Barbara County, California and Consultant hereby consents to sole jurisdiction in Santa Barbara County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 17.13 **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“DISTRICT”

“CONSULTANT”

Montecito Sanitary District

Rojas Public Affairs

**Authorized Signatories:**

Signed by:  
Signature: John Weigold  
1475CD41AAEB4D9...

Signed by:  
Signature: Jaime Rojas  
B6603CB80A2D447...

Printed: John Weigold  
Title: General Manager

Printed: Jamie Rojas, Jr.  
Title: President

Date: 3/12/2026

Date: 3/12/2026

**Attest:**

DocuSigned by:  
Signature: Stephen Williams  
0614397E00BF405...

Printed: Stephen Williams  
Title: Business and Administrative Manager

**Approved as to Form:**

Signed by:  
Signature: Aleks Giragosian  
1CE7304209D64D7...

Printed: Aleks Giragosian  
Title: District Legal Counsel

### CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the District with your application.**

1. No District board member shall accept, solicit, or direct a contribution of more than \$500 from any party,<sup>1</sup> financially interested participant,<sup>2</sup> or agent<sup>3</sup> while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the District. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

2. A party to a District proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any board member by the party, or agent, during the preceding 12 months. No party to or participant in a District proceeding shall make a contribution of more than \$500 to a councilmember or commissioner during the proceeding and for 12 months following the date a final decision is rendered by the District. No agent to a party or participant shall make a contribution in any amount to a board member during the proceeding and for 12 months following the date a final decision is rendered by the District.

3. Prior to rendering a decision on a District proceeding, any board member who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any board member receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that board member shall be permitted to participate in the proceeding.

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.<sup>2</sup> "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

<sup>3</sup> "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the District for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a board member within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current District board members are available on the District's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the District Clerk.

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**(a) Document:**

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any board member within the preceding 12 months:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(b) Date and amount of contribution:**

- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_
- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_
- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

**(c) Name of board member to whom contribution was made:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(d) I certify that the above information is provided to the best of my knowledge.**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

**To be completed by District:**

Document No: \_\_\_\_\_

# PUBLIC OUTREACH & COMMUNITY RELATIONS SERVICES

**BUILDING AWARENESS, TRUST, & TRANSPARENCY**

**January 21, 2026**



**Montecito Sanitary District**





# THE GOAL:

To develop and implement a **strategic community outreach plan that engages, informs, and educates the community and customers about the Montecito Sanitary District and its actions and accomplishments.**

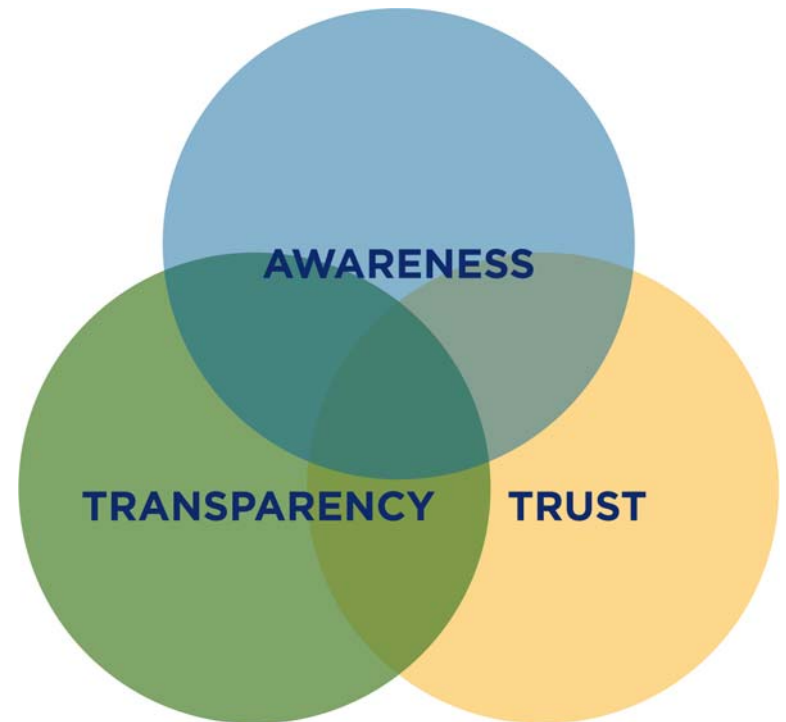
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# STRATEGIC PRIORITIES

1. **Engage** with and build relationships with the District's 3,100 customers.
  2. **Emphasize** the District's role in protecting public health and the environment
  3. **Educate** the community about the District's infrastructure needs and upcoming rate study.
  4. **Improve** transparency through regular, ongoing communication regarding District actions and activities.
- 

## BUILDING COMMUNITY TRUST THROUGH COMMUNICATION



# PROPOSED OUTREACH TOOLS



- Postcard Mailer
- Website Refresh & Updates
- Quarterly E-Newsletter
- Media Relations
- Community Events
- Prop 218 Outreach
- Speakers Bureau
- Social Media



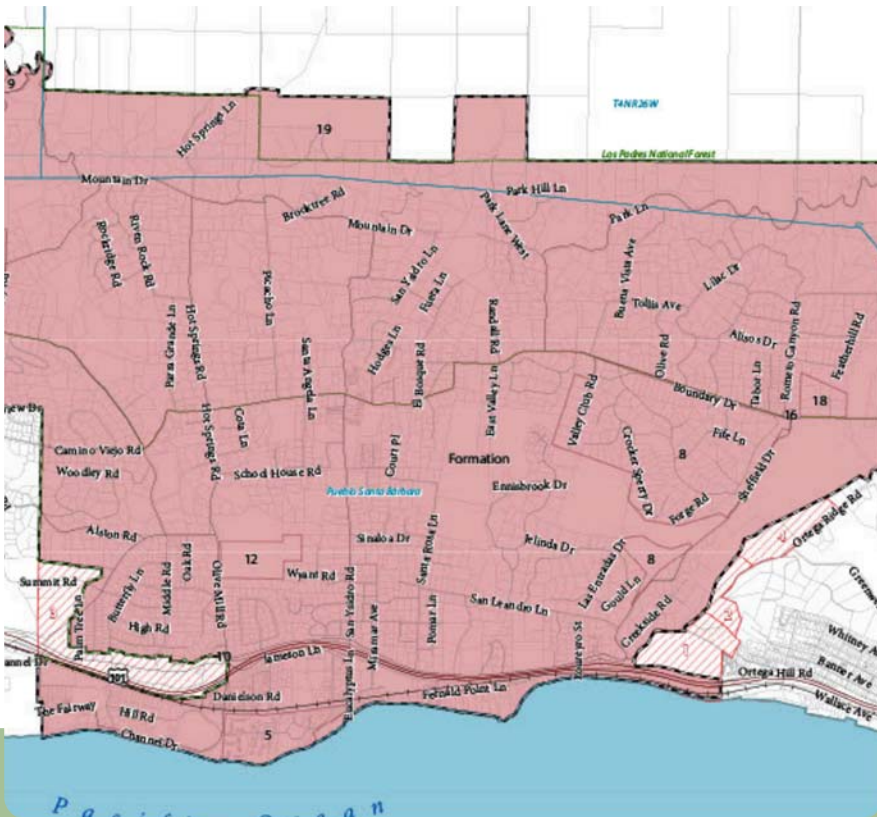
# POSTCARD MAILER >>>

Design, Print and Mail to 3,100 Customers.

Topics:

- Who MSD Is and What It Does.
- Recent Accomplishments & Upcoming Activities.
- QR Code to Sign Up for E-Newsletter .

**TIMELINE: February 2026**





Montecito Sanitary District

Pay Online | Emergencies: (805) 881-2024

Search... Search

Home Calendar Who We Are - What We Do - News Bids Job Opportunities Customer Service - Contact Us -

Review the website and provide recommended changes and updates to content and navigation.

Create a webpage and content related to MSD's rate study and proposed changes.

Regular updates based on district decisions including news articles and project updates.

**TIMELINE: February - March 2026, Ongoing Updates**

# WEBSITE REFRESH & UPDATES

MontSan.org

Our Mission



# THE MONTECTIO SANITARY DISTRICT CONNECTION >>>

Develop a **quarterly e-newsletter and community newsletter placements** including:

- **District Updates** - Latest actions of the board, infrastructure milestones, and service information.
- **Financial Planning** - How the District is being financially responsible and protecting public health and the environment.
- **Protecting Our Waterways** - Customer tips and Fats, Oils, and Grease education for both residents and businesses.

**TIMELINE: March, June, September, and December**



# PROP 218 OUTREACH

Tasks	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
Task 1. Project Management/Meetings		■	■	■	■	■	■	■	■
Task 2. Ten- Year Financial Plan		■	■	■	■	■			
Task 3. Cost of Service Analysis			■	■	■	■	■		
Task 4. Rate and Fee/Charge Design			■	■	■	■	■		
Task 5. Reports and Models			■	■	■	■	■		

- Key Messages
- Webpage Content
- Press Releases
- FAQs
- Infographics
- Prop 218 Notice

# FATS, OILS, AND GREASE EDUCATION CAMPAIGN >>>

- Create a letter and fact sheets regarding the District's FOG program.
- Send a targeted mailing to commercial customers.
- Ensure adequate information and links to additional resources are available on the District's website.

**TIMELINE: May/June**





# EVENTS

## A SHOW AND TELL OF THE DISTRICT, ITS REPRESENTATIVES, AND OPERATIONS

- **National Take Back Day** - Saturday, April 25, 2026 - 10 a.m. to 2 p.m.
- **The Montecito Sanitary District Morning Social** - Invite, Coffee, and Tours.
- Sponsor and Host an Informational Booth at the **Annual Beautification Day**.
- Participate in the Annual **Holiday** and **4<sup>th</sup> of July Parades**, host informational booth on 4<sup>th</sup> of July.

**TIMELINE: April, September, November 2026**



# MEDIA RELATIONS



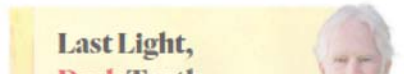
**In the Spirit of King** – Five days of marches, films, poetry, and dialogue honor Dr. King’s legacy while strengthening SB’s commitment to justice, **P.12**

**Between Mountain and Sea** – Twelve artists capture the coastline, cliffs, and why SB’s meeting of land and sea remains an endless muse, **P.14**

**Freedom Machine** – Bicycles reshaped SB’s culture – challenging fashion norms, empowering women, an encouraging public spanking, **P.22**

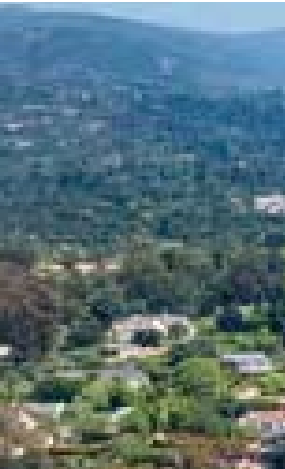


**Cal-a-Vie Life**  
Italian-inspired villas, tailored wellness days, and surprise friendships define Cal-a-Vie’s rare blend of serenity, luxury, and genuine warmth, **page 5**



- Press releases and announcements to Montecito Journal, Santa Barbara Independent and News Channel 3-12-11.
- Placements in the Montecito Journal.
- Event and public notice promotions.
- Rate study education messaging.

**TIMELINE: Ongoing, As Needed**



# SPEAKERS BUREAU



## PRESIDENT'S COMMUNITY SERIES

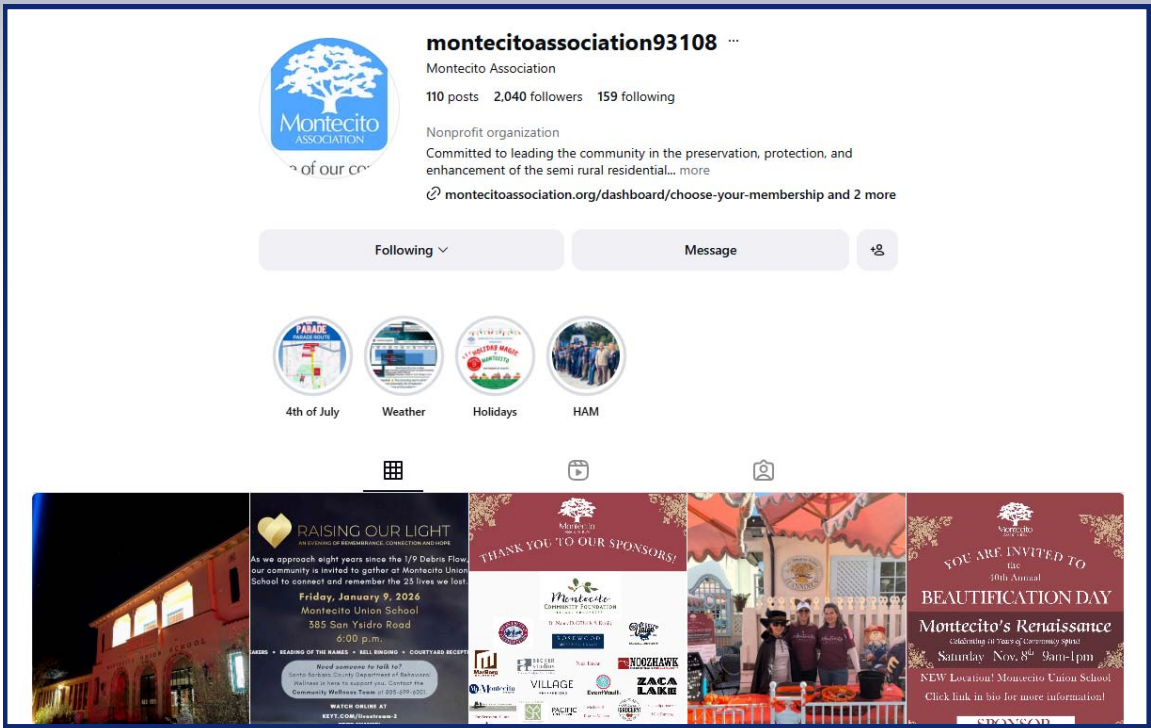


- Develop a Community presentation for the Board President.
- Focus on District updates and transparency.
- Engagement with key Montecito groups.

**TIMELINE: Start April/May 2026**

### Target Audiences:

- Montecito Association
- HOA & neighborhood leaders
- Civic and community groups



# SOCIAL MEDIA

- Develop content toolkits for regional partners.
- Consider creating District social media pages to establish a presence, post as appropriate.

# MEASURABLE OUTCOMES

- **40% increase in website traffic**
- **500+ e-newsletter subscribers**
- **3+ rate study education resources**
- **2 community events**
- **3 media placements**
- **5 community partners engaged**

# PROPOSED SCHEDULE:

Task	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Postcard Mailer		█										
Website		█	█	█	█	█	█	█	█	█	█	█
E-Newsletter			█	█	█	█	█	█	█	█	█	█
Prop 218 Outreach			█	█	█	█	█	█	█	█	█	█
FOG Campaign				█	█	█	█	█	█	█	█	█
Community Events				█	█	█	█	█	█	█	█	█
Media Relations			█	█	█	█	█	█	█	█	█	█
Speakers Bureau				█	█	█	█	█	█	█	█	█
Social Media				█	█	█	█	█	█	█	█	█

# PROPOSED COST:



Team Member	Role	Proposed Hourly Rate
Nicole Dailey	Principal-In-Charge	\$230
Jaime Rojas, Jr.	Principal	\$250
Michelle Clock	Senior Account Executive	\$175
Juliet Guerra	Account Executive	\$150
Jessica Sanchez	Account Executive	\$120
John Hess	Video Subcontractor	\$150
Phil Holmes	Graphics Subcontractor	\$200

**THANK YOU.**

**WE LOOK  
FORWARD  
TO WORKING  
WITH YOU.**





Rojas Public Affairs  
 213.400.8664  
 6782 Plum Way  
 Rancho Cucamonga, CA 91739

<b>Billed To</b>	<b>Date of Issue</b>	<b>Invoice Number</b>	<b>Amount Due (USD)</b>
John Weigold	02/09/2026	202688	<b>\$13,180.00</b>
Montecito Sanitary District 1042 Monte Cristo Lane Montecito, CA 93108	<b>Due Date</b> 02/24/2026		

Description	Rate	Qty	Line Total
Legislative Consulting Services - January January ---- Nicole Dailey (Project Manager) -Tracking US Senate Committee's Community Directive Spending -Tracking federal budget updates & announcements -Researched Proposition 4 funding - 3 agency follow-ups -Prepare WRDA Application	\$185.00	9	\$1,665.00
Legislative Consulting Services - January Jaime Rojas (President) -Meetings with Nicole Dailey regarding quarterly report -Follow up with US Senator Schiff's staff on Community Directive Spending -Review WRDA application	\$185.00	7	\$1,295.00
Legislative Consulting Services - January Alex Munoz (client services) -Prepare state and federal lobbying reports -Track state & federal news with possible impacts to District	\$100.00	2	\$200.00
PR Consulting Services - January Nicole Dailey (Project Manager) - Brainstorming meetings with Jaime and John W. regarding Public Outreach Plan. -Research for Public Outreach Plan. -Developed District Strategic Outreach Plan and PowerPoint. -Meeting with Board Member Johnson and GM Weigold to present the Public Outreach Plan. Travel to and from Montecito. -Created an updated, formal outreach plan to include a phased approach and estimated costs as requested by the District. Coordination of PR Committee Presentation meeting - Jan 21 Montecito Sanitary District Finance Oversight Committee - April 17, 2026	\$230.00	24	\$5,520.00

PR Consulting Services - January	\$250.00	18	\$4,500.00
Jaime Rojas (President)			
- Brainstorming meeting with John W. regarding Public Outreach Plan.			
- Research for Public Outreach Plan			
- Internal and review meetings of proposed plan.			
- Meeting with Boardmember Johnson and GM Weigold to present the Public Outreach Plan			
- Roundtrip travel to District for PR Presentation			

Subtotal	13,180.00
----------	-----------

Tax	0.00
-----	------

Total	13,180.00
-------	-----------

Amount Paid	0.00
-------------	------

<b>Amount Due (USD)</b>	<b>\$13,180.00</b>
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**Notes**

John,

We appreciate your business!

Thank you.

Jaime

**Terms**

Please make all checks payable to:

Rojas Communications Group  
6782 Plum Way  
Rancho Cucamonga, CA 91739



Rojas Public Affairs  
 213.400.8664  
 6782 Plum Way  
 Rancho Cucamonga, CA 91739

<b>Billed To</b>	<b>Date of Issue</b>	<b>Invoice Number</b>	<b>Amount Due (USD)</b>
John Weigold	01/05/2026	202684	<b>\$2,512.50</b>
Montecito Sanitary District 1042 Monte Cristo Lane Montecito, CA 93108	<b>Due Date</b> 01/20/2026		

Description	Rate	Qty	Line Total
Legislative Consulting Services - December December --- Nicole Dailey (Project Manager) -Tracking US Senate Committee's Community Directive Spending -Tracking federal budget updates & announcements -Researched Proposition 4 funding - 3 agency follow-ups -Prepare and send out quarterly report	\$185.00	7	\$1,295.00
Legislative Consulting Services - December Jaime Rojas (President) -Meetings with Nicole Dailey regarding quarterly report -Follow up with US Senator Schiff's staff on Community Directive Spending -Call w/ State Senator Limon's district staff	\$185.00	5.5	\$1,017.50
Legislative Consulting Services - December Alex Munoz (client services) -Prepare state and federal lobbying reports -Track state & federal news with possible impacts to District	\$100.00	2	\$200.00
Subtotal			2,512.50
Tax			0.00
Total			2,512.50
Amount Paid			0.00

Notes

John,

We appreciate your business!

Thank you.

Jaime

Terms

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6782 Plum Way  
Rancho Cucamonga, CA 91739



Rojas Public Affairs  
 213.400.8664  
 6782 Plum Way  
 Rancho Cucamonga, CA 91739

<b>Billed To</b>	<b>Date of Issue</b>	<b>Invoice Number</b>	<b>Amount Due (USD)</b>
John Weigold	12/03/2025	202668	<b>\$5,572.50</b>
Montecito Sanitary District 1042 Monte Cristo Lane Montecito, CA 93108	<b>Due Date</b> 12/18/2025		

Description	Rate	Qty	Line Total
Legislative Consulting Services - November Nicole Dailey (Project Manager) -Tracking US Senate Committee's Community Directive Spending -Tracking federal budget updates & announcements -Research/tracking/monitoring Proposition 4 funding	\$185.00	4	\$740.00
Legislative Consulting Services - November Jaime Rojas (President) -Follow up/monitor with US Senator Schiff's staff on Community Directive Spending -Prepare committee quarterly update for upcoming meeting	\$185.00	4	\$740.00
Legislative Consulting Services - November Alex Munoz (client services) -Prepare state and federal lobbying reports -Track state bills with possible impacts to District	\$100.00	3	\$300.00
PR Consulting Services - November Nicole Dailey (Project Manager) -Coordination for PR committee presentation meeting -Roundtrip travel to District for PR presentation & meeting with Senator Limon's staff	\$185.00	10.5	\$1,942.50
PR Consulting Services - November Jaime Rojas (President) -Roundtrip travel to District for PR presentation & meeting with Senator Limon's staff	\$185.00	10	\$1,850.00

Subtotal	5,572.50
Tax	0.00
<hr/>	
Total	5,572.50
Amount Paid	0.00
<hr/>	
Amount Due (USD)	\$5,572.50

**Notes**

John,

We appreciate your business!

Thank you.

Jaime

**Terms**

Please make all checks payable to:

Rojas Communications Group  
6782 Plum Way  
Rancho Cucamonga, CA 91739



Rojas Public Affairs  
 213.400.8664  
 6782 Plum Way  
 Rancho Cucamonga, CA 91739

<b>Billed To</b>	<b>Date of Issue</b>	<b>Invoice Number</b>	<b>Amount Due (USD)</b>
John Weigold	11/06/2025	202654	<b>\$2,335.00</b>
Montecito Sanitary District	<b>Due Date</b>		
1042 Monte Cristo Lane	11/21/2025		
Montecito, CA 93108			

Description	Rate	Qty	Line Total
Legislative Consulting Services - October Nicole Dailey (Project Manager) -Tracking US Senate Committee's Community Directive Spending -Tracking federal budget updates & announcements -Researched Proposition 4 funding - mtgs in Sacramento	\$185.00	6	\$1,110.00
Legislative Consulting Services - October Jaime Rojas (President) -Meetings in Sacramento regarding Prop 4 rollout -Follow up with US Senator Schiff's staff on Community Directive Spending	\$185.00	5	\$925.00
Legislative Consulting Services - October Alex Munoz (client services) -Prepare state and federal lobbying reports -Track state bills with possible impacts to District	\$100.00	3	\$300.00
	Subtotal		2,335.00
	Tax		0.00
	Total		2,335.00
	Amount Paid		0.00
	<b>Amount Due (USD)</b>		<b>\$2,335.00</b>

John,

We appreciate your business!

Thank you.

Jaime

[Terms](#)

Please make all checks payable to:

Rojas Communications Group  
6782 Plum Way  
Rancho Cucamonga, CA 91739

**PROFESSIONAL SERVICES AGREEMENT  
FOR DESIGN PROFESSIONALS**

**(Montecito Sanitary District / Southland Industries)**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Montecito Sanitary District, a California Special District (“District”), and Southland Industries, a California corporation (“Consultant”).

**2. RECITALS**

- 2.1. District has determined that it requires the following professional services from a consultant: An investment grade audit consisting of investigation, analysis, engineering, cost, and savings estimating and project planning activities that will allow Consultant and District to define the full scope of its project to develop and implement energy efficiency, process, and safety improvements to the wastewater treatment plant located at 1042 Monte Cristo Lane, Montecito, CA
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, District Board members, or employees of the District which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, District and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in Exhibit A and incorporated herein by this reference.

Approved for use 01/07/2025

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Bryce Swetek, District Engineer. The Agreement Administrator shall be the principal point of contact at the District for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. District reserves the right to change this designation upon written notice to Consultant
- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by District under this Agreement. The Maximum Amount under this Agreement is One Million Six Hundred Seventy Five Thousand Two Hundred Thirty Dollars (\$1,675,230.00).
- 3.6. “Commencement Date”: August 1, 2025.
- 3.7. “Termination Date”: July 31, 2027

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by District in writing and incorporated in written amendments to this Agreement. The milestones and corresponding dates in Exhibit C are for planning purposes only and are not intended to be a material part of this Agreement.

#### 5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with District.** In performing services under this Agreement, Consultant shall coordinate all contact with District through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently

Approved for use 01/07/2025

inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4. **Professional Standards.** Consultant shall perform all work consistent with the degree of care and skill ordinarily exercised by other similar professionals providing the same or similar services under the same or similar circumstances. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.5. **Campaign Contributions.** This Agreement is subject to Government Code section 84308, as amended by Senate Bill 1439 (2022), Senate Bill 1181 (2024), and Senate Bill 1243 (2024). Consultant shall disclose any contribution to an elected or appointed District official's campaign or committee in an amount of more than five hundred dollars (\$500) made within 12 months preceding the Commencement Date, by Consultant, its, her, or his agent, or another party affiliated with Consultant. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to District prior to, or concurrent with, Consultant's execution of this Agreement and no later than the Commencement Date.
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, District may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Brent Patera shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without District's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the District that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. If District and Consultant cannot agree as to the substitution of key personnel, District may terminate this Agreement for cause.

- 5.9. **Permits and Approvals.** Consultant shall be responsible for applying for, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of District. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of District, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to District for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

## 7. COMPENSATION

- 7.1. **General.** District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by District in advance.

Approved for use 01/07/2025

- 7.2. **Invoices.** Consultant shall submit to District an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall invoice monthly based on percent complete for the tasks listed in Exhibit B (Fee Schedule).
- 7.3. **Taxes.** District shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the District through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the District.

## 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the District, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall become, upon full payment to Consultant for the amounts owed under this Agreement, and remain the property of District without restriction or limitation upon its use or dissemination by District except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant. Reuse or modification of any such written products by District shall be at District’s sole risk, and District agrees to indemnify and hold harmless the Consultant from all claims, damages and expenses, including attorneys’ fees, arising out of such reuse by District or by others acting through District.

## 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to District, a wholly independent contractor.

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- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of District.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the District as an employer. Consultant shall not be entitled to any benefits. District makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

## 11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “District” shall include District, its board, officials, officers, agents, employees and volunteers.
- 11.2. **Consultant to Indemnify District.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify and hold harmless, the District, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability but only to the extent caused by the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the District, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the negligence or willful misconduct of Consultant, then

Consultant shall reimburse the District for defense costs incurred by the District, which shall not exceed Consultant's proportionate percentage of fault.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its board, officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the District, its board, officers, officials, employees and volunteers.

- 11.3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify District for such loss or damage as is caused by the sole active negligence or willful misconduct of the District. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to District.
- 11.5. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.6. **Insurance Not a Substitute.** District does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.



- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage (any one fire) \$ 50,000
- Medical Expense (any 1 person) \$ 5,000
  
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
  
- Automobile Liability
  - Any vehicle, combined single limit  
\$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the District as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$500,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing

policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The District, its Board of Directors, Commissions, officers, and employees of the District must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the District, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 07 04 or both CG 20 10 and CG 07 04.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, District has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Montecito Sanitary District, Attn: Bryce Swetek, District Engineer, 1042 Monte Cristo Lane, Santa Barbara, CA 93108.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the District. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to District.** Consultant shall report to the District, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts in excess of \$500,000 to the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, District must approve all such amounts prior to execution of this Agreement.

District has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to District's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify District under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

### 13. MUTUAL COOPERATION

- 13.1. **District Cooperation in Performance.** District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against District relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that District may require in the defense of that claim or action.

### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, electronic mail or overnight courier service during

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Consultant's and District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District  
Montecito Sanitary District  
Attn: Bryce Swetek  
District Engineer  
1042 Monte Cristo Lane  
Santa Barbara, CA 93108

If to Consultant  
Southland Industries  
Attn: Brent Patera  
Account Executive  
16835 West Bernardo Dr., Suite 210  
San Diego, CA 92127  
Telephone: 415-265-7232  
Email: bpatera@southlandind.com

With courtesy copy to:

Aleks R. Giragosian, Esq.  
Montecito Sanitary District General Counsel  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Ste. 850  
Pasadena, Angeles, CA 91101  
Telephone: (213) 542-5700  
Email: agiragosian@chwlaw.us

## 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), paragraph 12.13 (Waiver of Subrogation), paragraph 12.6 (Automobile Liability Insurance), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 16. TERMINATION

16.1. **District Termination.** District may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible things shall be returned to District upon the termination or expiration of this Agreement.

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- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach by the District of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The District shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** District retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by District and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

## 18. GENERAL PROVISIONS

18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by District. District shall grant such consent if disclosure is legally required. All District data shall be returned to District upon the termination or expiration of this Agreement.

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

18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant.

18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.

18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

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

18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above),

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medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by District or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by District or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in District's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Santa Barbara County, California and Consultant hereby consents to jurisdiction in Santa Barbara County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

*(Signature page follows)*

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**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“DISTRICT”

Montecito Sanitary District

**Authorized Signatories:**

Signature:   
1475CD41AAEB4D9...

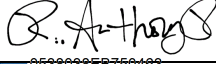
Printed: John Weigold

Title: General Manager

Date: 10/10/2025

“CONSULTANT”

Southland Industries


Signature:   
0538038EB750403...

Printed: Anthony Roner

Title: Vice President

Date: 10/15/2025

**Attest:**


Signature:   
6814397E00BF465...

Printed: Stephen Williams

Title: District Clerk

Date: 10/14/2025

**Approved as to Form:**

Signature:   
1CE7304209D64D7...

Printed: Aleks Giragosian

Title: District Counsel

Date: 10/11/2025

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## EXHIBIT A

### SCOPE OF SERVICES

The purpose of the Investment Grade Audit is to provide analysis to determine the selected scope of work for the Montecito Sanitary District WWTP Improvement Project. This will include review of plant operating and energy consumption data, analysis and comparison of various equipment options, sizing of selected equipment, arrangement of equipment and processes on site, development of process flow diagrams and estimated cost and utility savings for the project. As a result of review and approval of the IGA, the Montecito Sanitary District and Southland Industries will be able to select the scope of work for the Project that will move forward into the Engineering Design and Pricing Phase and ultimately into Construction.

- 1) Energy Conservation Measures (ECMs): Contractor will evaluate the Ten (10) ECMs at the Montecito Sanitary District owned wastewater treatment plant located at 1042 Monte Cristo Lane, Montecito, CA, shown in Table 1 below.

Table 1: Energy Conservation Measures

ECM ID	Process Area	ECM Description
1	Headworks	Energy, Process Improvement, Modernization
2	Aeration Basins	Energy, Modernization
3	Clarifiers	Energy, Process Improvement, Modernization
4	RAS & WAS Pumps	Energy, Process Improvement, Modernization
5	Sludge Thickening	Energy, Process Improvement, Modernization
6	Solids Dewatering	Process Improvement, Modernization
7	Chlorine Contact Basins	Safety, Modernization
8	General Improvements	Safety, Modernization
9	Electrical Service/Motor Control Center/Control System Improvements	Energy, Improvements, Safety, Modernization
10	Energy Opportunities	Solar PV and Battery Energy Storage System, Building Efficiency

2) General IGA Activities:

- a) Contractor will host an IGA Kick-off meeting to review the goals, scope, schedule, and logistical plans for the IGA Phase.
- b) Contractor will host regular update meetings with Owner throughout the Term of the IGA to ensure that Owner is aware of the status of the IGA work. These meetings will be used to review preliminary analysis, compare options, and make decisions in development of the scope of work of The Project.
- c) Contractor will conduct staff interviews and site audits as necessary to establish an understanding of the plant's operation and process requirements.
- d) Contractor will conduct site visits as required to meet with site personnel, collect facility information, take measurements, install data collection equipment, and meet with subcontractors.
- e) Contractor will present the IGA findings to Owner at 45% and 90% milestones to review analysis, potential treatment options, development of cost and savings estimates, and other pertinent information prior to developing the final IGA Report.
- f) Contractor will Deliver a final IGA Report to Owner as described in Section 4) IGA Deliverables.

3) Owner Responsibilities:

- a) Specified facility data/information will be made available in a timely fashion including utility bills, facility construction drawings, equipment data, and operations and maintenance data.
- b) Owner will arrange and provide access for Contractor, and consulting personnel to all facility areas and equipment as needed to complete the work.
- c) Appropriate personnel will be available during the site visits and meetings and will also be available by email and telephone for follow-up consultations.
- d) Any additional work requested by the Owner will be priced based on the agreed SOW.
- e) Owner will provide available data and conduct requested activities (including flow monitoring, pressure monitoring/recording, laboratory analyses, and other tests) if required for development and/or design. Contractor to provide testing protocols for use in collecting this data.

4) IGA Deliverables: The Investment Grade Audit Report shall include the following:

- a) A thorough description of the recommended ECMs including equipment sizing and selection and the proposed location for the equipment.
- b) Preliminary design documents including:
  - i) Draft process flow diagrams for the plant and system operation
  - ii) Site layout and equipment layout drawings
  - iii) Draft specifications for major equipment

- c) Estimates of costs for design and installation for each ECM based on equipment quotations and collaboration with potential installation subcontractors.
- d) Development of an energy baseline summarizing up to three years of historical data, then calibrating consumption models of equipment to match the historical data within +/- 10% on an annual basis.
- e) Estimated annual energy and operational cost and/or cost savings.
- f) Estimated construction schedule and preliminary review of phasing options for implementation.
- g) Review of necessary regulatory approvals and permitting requirements.
- h) Attachments and/or appendices with relevant information such as equipment cutsheets and supplemental calculations.

5) Technical Memorandum #1 – Basis of Design

- a) A Technical Memorandum will be developed that comprises the basis of design for plant improvements. Design criteria will include plant flows and loading from the existing service area, potential infill or increases in flows and loads, the possible addition of the Summerland community, and address future phasing for recycled water. The basis of design will provide information critical in evaluating alternatives and sizing the various process improvements addressed in subsequent ECMs.

6) Technical Memorandum #2 – Constraints Analysis – Connection to El Estero Water Resource Center

This Technical Memorandum will include the following services:

- Project Management, QC, and Meetings
- Data review and City of Santa Barbara coordination
- Treatment capacity evaluation
- Design criteria for pump station and force main
- Institutional and regulatory constraints
- Summary of major work efforts and schedule
- Draft and final technical memorandum

7) ECM Specific IGA Activities

- a) ECM 1: Headworks - Energy, Process Improvement, Modernization
  - i) Develop preliminary engineering and evaluation of alternatives to include:
    - (1) Wet Well Alternative 1 - New wet well and two/three submersible pumps with variable frequency drives (VFDs), or
    - (2) Wet Well Alternative 2 - New wet well/ dry well configuration with immersible pumps and VFDs
    - (3) Screen Alternative 1 - Deep mechanical screens (up to three manufacturers/ types)

- (4) Screen Alternative 2 - Shallow mechanical screens in new structures with channels and bypassing (up to three manufacturers/ types)
  - (5) Grit Removal Alternative 1 - Cyclone separator
  - (6) Grit Removal Alternative 2 - Conventional aerated grit chamber
  - (7) Approach and benefits of equalization storage
- b) ECM 2: Aeration Basins - Energy, Modernization
- i) Develop preliminary engineering and evaluation of alternatives to include:
    - (1) Replace aeration basins
    - (2) Size new blowers with variable frequency drives and dissolved oxygen controls
    - (3) New piping and diffusers
- c) ECM 3: Clarifiers - Process Improvement, Modernization
- i) Develop preliminary engineering and evaluation of alternatives to include:
    - (1) Replace existing clarifiers
      - (a) Alternative 1 - Circular Clarifiers
      - (b) Alternative 2 - Rectangular Clarifiers
    - (2) Install new more energy efficient scrapers
- d) ECM 4: RAS & WAS Pumps - Energy, Process Improvement, Modernization
- i) Preliminary engineering to include:
    - (1) Remove drum screen
    - (2) Install new RAS and WAS pumps
    - (3) Remove rotary screen feed pump
    - (4) Replace RAS/WAS pump pit
- e) ECM 5: Sludge Thickening - Energy, Process Improvement, Modernization
- i) Preliminary engineering and evaluation of alternatives to include:
    - (1) Discontinue routine use of aerobic digester but keep for emergency sludge storage
    - (2) Replace existing DAFT with a mechanical thickener
    - (3) Alternative 1 - No action (Optimize existing DAFT)
    - (4) Alternative 2- Install Screw Type Thickener
    - (5) Alternative 3 - Install Gravity Thickener
- f) ECM 6: Solids Dewatering - Process Improvement, Modernization
- i) Preliminary engineering and evaluation of alternatives to include:
    - (1) Alternative 1 - No action (Optimize existing belt filter press)

- (2) Alternative 2 - Install New Belt Filter Press
- (3) Alternative 2 - Install Screw Press
- (4) Alternative 3 - Install Centrifuge
- g) ECM 7: Chlorine Contact Basins - Safety, Modernization
  - i) Preliminary engineering to include:
    - (1) Replace chlorine contact basins
    - (2) Replace chemical metering pumps and storage systems
    - (3) Replace flash mixers
  - h) ECM 8: General Treatment Plant Improvements - Safety, Modernization
    - i) This ECM applicable to areas at and around Outfall Condition Assessment/Repair, Plant Water, and Stormwater Management.
    - ii) Preliminary engineering to include:
      - (1) Ocean outfall condition assessment & repairs
      - (2) Conceptual plant water system improvements
      - (3) Conceptual plant drainage management
  - i) ECM 9: Electrical Service/Motor Control Center/Control System Improvements - Safety, Modernization
    - i) This scope is to design new electrical, controls and instrumentation for the new and modified processes noted above which will require:
      - (1) Determining the path for the new electrical power distribution
      - (2) Locating motor control centers near the associated equipment
      - (3) Designing control and instrumentation equipment for the affected areas
    - ii) Preliminary engineering for electrical, instrumentation, and control services will include the following:
      - (1) Electrical service and distribution drawings
      - (2) Motor control center layouts, panel boards, and motor/valve wiring schematics
      - (3) Conduit schedules and conduit path layouts for new and modified control panels for new and modified processes identified above
      - (4) Detailed communications diagrams for new and modified control equipment and Specifications for electrical, controls, and instrumentation aspects of the project
      - (5) Specifications for the electrical, controls, and instrumentation aspects of the project.
  - j) ECM 10: Energy Opportunities - Solar PV and Battery Energy Storage System, Building Efficiency

- i) This scope is to design a new solar PV and battery energy storage system as part of an overall energy strategy that promotes responsible use and protection of the natural environment through sustainable practices and conservation efforts. During the IGA, design team will evaluate a solar PV system and battery energy storage system that will produce sufficient electricity to match the “post-improvement” baseline of the plant. The team will also consider a Battery Energy Storage System (BESS) to minimize net metering to Southern California Edison (SCE) and address peak demand charges. The actual location of the solar PV system will depend on the overall design of the proposed improvements.
- ii) Scope of Work
  - (1) Preliminary engineering for solar PV and battery energy storage system
  - (2) Preliminary layouts for the solar PV and battery energy storage system
  - (3) Evaluation of building systems such as HVAC and lighting, and recommendations for upgrading to energy efficient alternatives
- k) Supplemental Tasks
  - i) Task 11: Alternatives Evaluation and Pricing – during the IGA phase, this task will be divided into the following two categories:
    - (1) Mechanical/Electrical/Controls: This category includes ECM’s 4, 6, 9, and 10. This task includes developing and using bid documents for these ECMs to provide a high level of price certainty. The level of design required can be generally described as Design Development with the ultimate objective of providing the District with a firm-fixed price for this work based on proposals from subcontractors and equipment suppliers. Evaluation criteria will be developed in concert with District staff and will likely include footprint, operability, lifecycle cost, complexity, and other criteria directed by District staff. Major decisions will be documented after the 45% workshop and design development will be pursued to a 30-60% level of design depending on the alternatives selected and the level of detail needed to bid each project.
    - (2) Civil/Concrete Basins: This category includes ECM’s 1-3, 5, 7, and 8. This task includes recommendations and evaluation of alternatives for process areas involving major structural systems such as headworks and new basins. Alternative processes or equipment will be considered and reviewed with District staff in a workshop format. Evaluation criteria will be developed in concert with District staff and will likely include footprint, operability, lifecycle cost, complexity, and other criteria directed by District staff. Major decisions will be documented after the 45% workshop.
  - ii) Task 12 - Workshops: Workshops will be conducted to review findings and make decisions to facilitate further design and development of the selected alternatives. The Workshops are defined as:
    - (1) Basis for Design: At this Workshop we will review the Technical Memorandum that describes the basis of design for plant improvements.

- (2) 45% IGA Workshop: At this Workshop, the team will review the analysis of alternatives being considered. Major decisions will be documented after the workshop and design development for Mechanical/Electrical/Controls work will be pursued to a 30-60% level of design depending on the alternatives selected as described in Task 11: Alternatives Evaluation and Pricing. This Workshop shall “validate” the basis for design.
- (3) 90% IGA Workshop: This Workshop shall present the draft results of the analysis, preliminary design, and pricing for the identified ECMs inclusive the alternatives selected by the District in the 45% IGA Workshop. Feedback from the District will be incorporated into the Draft IGA Report.

iii) Task 13: Project Management

- (1) This task will include project management, quality control, site visits, client meetings, geotechnical services, and surveying services. These efforts are performed to support all the process areas and plant areas to be addressed during preliminary design and development of bid documents. An allowance for identification of permits and for support in completing and submitting applications.
- (2) A detailed schedule will be developed encompassing the design, permitting, construction and commissioning of the project.
- (3) Up to three (3) site visits will be scheduled at different treatment plants to evaluate equipment in service across as many treatment process areas as possible, in order to efficiently use District staff’s time. It is assumed these visits will be within a driving distance (up to three hours) from the District office.

Up to four (4) quarterly presentations to the Board of Directors (up to four) will be provided for project status updates.

**EXHIBIT B**

**FEE SCHEDULE**

<b>Milestone</b>	<b>FEATURE OF CONTRACT WORK</b>	<b>Price</b>
0	General Mobilization & Data Collection	\$79,523
1	Technical Memorandums 1 and 2	\$111,178
2	Basis for Design - Development and Workshop	\$41,781
3	45% IGA – Development, and Workshop <ul style="list-style-type: none"> <li>• Treatment System Comparison Analysis</li> <li>• Preliminary Cost Estimating</li> <li>• Preliminary Utility Savings Analysis</li> </ul>	\$320,367
4	90% IGA – Development and Workshop <ul style="list-style-type: none"> <li>• Plant Surveys and Dive Inspection</li> <li>• Preliminary Equipment Sizing and Selections</li> <li>• Preliminary Engineering Drawings</li> <li>• Permitting Assessment</li> <li>• Revised Cost Estimating</li> <li>• Revised Utility Savings Analysis</li> </ul>	\$896,284
5	Draft IGA Report - Development and Delivery <ul style="list-style-type: none"> <li>• Summarize Technical/Financial Analysis</li> <li>• Staff Review</li> <li>• Board Workshops</li> </ul>	\$127,260
6	Final IGA Report - Modification and Delivery <ul style="list-style-type: none"> <li>• Summarize Technical/Financial Analysis</li> <li>• Staff Review</li> <li>• A&amp;O Committee Review</li> <li>• Incorporate redline</li> <li>• Production and delivery of report</li> <li>• Board Workshops</li> <li>• Develop Design/Build Contract</li> </ul>	\$98,837
	<b>TOTALS</b>	<b>\$1,675,230</b>

**EXHIBIT C**  
**IGA ESTIMATED MILESTONE SCHEDULE**

<b>MILESTONE</b>	<b>Date</b>	<b>Duration (months)</b>
General Mobilization & Data Collection	9/1/2025	
Technical Memorandums 1 and 2	11/30/2025	3 and 5
Basis for Design Workshop	11/30/2025	3
45% IGA Workshop	2/28/2026	6
90% IGA Workshop	8/31/2026	12
Complete Draft IGA Report	8/31/2026	12
Complete Final IGA Report	11/30/2026	15

Approved for use 01/07/2025

# 1. CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

**Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the District with your application.**

1. No District board member shall accept, solicit, or direct a contribution of more than \$500 from any party,<sup>1</sup> financially interested participant,<sup>2</sup> or agent<sup>3</sup> while a proceeding is pending or for 12 months subsequent to the date a final decision is rendered by the District. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.
2. A party to a District proceeding shall disclose on the record of the proceeding any contribution of more than \$500 made to any board member by the party, or agent, during the preceding 12 months. No party to or participant in a District proceeding shall make a contribution of more than \$500 to a board member during the proceeding and for 12 months following the date a final decision is rendered by the District. No agent to a party or participant shall make a contribution in any amount to a board member during the proceeding and for 12 months following the date a final decision is rendered by the District.
3. Prior to rendering a decision on a District proceeding, any board member who received contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any board member receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of making the decision, or knowing about the contribution and the relevant proceeding, whichever comes last, that board member shall be permitted to participate in the proceeding.

<sup>1</sup> "Party" is defined as any person who files an application for, or is the subject of, a proceeding.<sup>2</sup> "Participant" is defined as any person who actively supports or opposes a particular decision in a proceeding.

<sup>3</sup> "Agent" is defined as a person who represents a party in connection with a proceeding for compensation who appears before or otherwise communicates with the District for the purpose of influencing the proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether a campaign contribution of more than \$500 has been made by you or your agent to a board member within the preceding 12 months, all contributions made by you or your agent during that period must be aggregated.

Names of current District board members available on the District's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the District Clerk.

# 2. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**(a) Document:**

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, participant, or agent who has contributed more than \$500 to any board member within the preceding 12 months:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(b) Date and amount of contribution:**

- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_
- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_
- Date \_\_\_\_\_ Amount \$ \_\_\_\_\_

**(c) Name of board member to whom contribution was made:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**(d) I certify that the above information is provided to the best of my knowledge.**

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

Signature \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

**To be completed by District:**

Document No: \_\_\_\_\_

# APPLICATION AND CERTIFICATE FOR PAYMENT

Southland Industries  
 16835 W Bernardo Dr.  
 San Diego, CA 92127

**TO:** Montecito Sanitary District

**PROJECT:** Montecito Sanitary District IGA

**INVOICE NUMBER:** 8021350-App1

**CONTRACTOR:** Southland Industries

**Southland Project Number:** 8021350

**INVOICE DATE:** 2/20/2026

**PERIOD TO:** 1/31/2026

**REMIT TO:** Southland Industries  
 12131 Western Ave  
 Garden Grove, CA 92841

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in accordance with the Contract.

<u>PO Number</u>	<u>Item</u>	<u>Contract Value</u>	<u>Earned to Date</u>	<u>Current Invoice Amount</u>	<u>Contract Balance</u>
N/A	IGA	\$ 1,675,230	\$ 156,944	\$ 156,944	\$ 1,518,286

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** Southland Industries

BY: \_\_\_\_\_ DATE: 2/20/26

NAME: Colin Yoshihara TITLE: Senior Project Developer

## Montecito Sanitary District IGA

**Site:** Montecito Sanitary District  
**Project:** Montecito Sanitary District IGA  
**Period to:** 1/31/2026

**Contract/Purchase Order No.** N/A  
**Southland Project No.** 8021350  
**Southland Invoice No.** 8021350-App1  
**Date:** 2/20/2026

### SCHEDULE OF VALUES

Task	FEATURE OF CONTRACT WORK	Price	TOTAL % Complete	PRIOR % COMPLETE	CURRENT INVOICE PERIOD Approx Add'l % Completed	CURRENT INVOICE AMOUNT	PRIOR INVOICED AMOUNT	TOTAL EARNED TO DATE
001	General Mobilization & Data Collection	\$ 69,577	100%	0%	100%	\$ 69,577	\$ -	\$ 69,577
002	Project Management	\$ 144,120	10%	0%	10%	\$ 14,412	\$ -	\$ 14,412
003	Technical Memorandums 1 & 2	\$ 97,273	75% <sup>1</sup>	0%	75%	\$ 72,955	\$ -	\$ 72,955
004	Basis for Design Workshop	\$ 36,556	0%	0%	0%	\$ -	\$ -	\$ -
005	Treatment System Comparison Analysis	\$ 83,468	0%	0%	0%	\$ -	\$ -	\$ -
006	Preliminary Cost Estimating	\$ 83,707	0%	0%	0%	\$ -	\$ -	\$ -
007	Preliminary Utility Savings Analysis	\$ 44,744	0%	0%	0%	\$ -	\$ -	\$ -
008	45% IGA Workshop	\$ 68,381	0%	0%	0%	\$ -	\$ -	\$ -
009	Plant Surveys & Dive Inspection	\$ 108,668	0%	0%	0%	\$ -	\$ -	\$ -
010	Preliminary Equipment Sizing and Selections	\$ 99,594	0%	0%	0%	\$ -	\$ -	\$ -
011	Preliminary Engineering Drawings	\$ 206,111	0%	0%	0%	\$ -	\$ -	\$ -
012	Permitting Assessment	\$ 132,206	0%	0%	0%	\$ -	\$ -	\$ -
013	Revised Cost Estimating	\$ 103,394	0%	0%	0%	\$ -	\$ -	\$ -
014	Revised Utility Savings Analysis	\$ 59,658	0%	0%	0%	\$ -	\$ -	\$ -
015	90% IGA Workshop	\$ 74,554	0%	0%	0%	\$ -	\$ -	\$ -
016	Production and Delivery of Draft IGA Report	\$ 111,344	0%	0%	0%	\$ -	\$ -	\$ -
017	Production and Delivery of Final IGA Report	\$ 86,475	0%	0%	0%	\$ -	\$ -	\$ -
018	Board Workshops	\$ 65,400	0%	0%	0%	\$ -	\$ -	\$ -
<b>TOTALS</b>		<b>\$ 1,675,230</b>	<b>9%</b>			<b>\$ 156,944</b>	<b>\$ -</b>	<b>\$ 156,944</b>

**Footnotes:**

1: Data Collection incl. Summerland, Flow and Loading Calculations, Prelim Engineering and Alternatives, Draft Memo Prep