

# Attachment A

# Board Contract Summary

BC \_\_\_\_\_

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year .....	FY17/18 - FY18/19
D2.	Department Name .....	Public Works
D3.	Contact Person .....	Jeanette Gonzales-Knight
D4.	Telephone .....	(805) 882-3627

K1.	Contract Type (check one): <input type="checkbox"/> Personal Service <input checked="" type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose .....	
K3.	Department Project Number .....	828369
K4.	Original Contract Amount .....	\$ 32,577.62
K5.	Contract Begin Date .....	11/14/17
K6.	Original Contract End Date .....	6/30/18
K7.	Amendment? (Yes or No) .....	No
K8.	- New Contract End Date .....	N/A
K9.	- Total Number of Amendments .....	N/A
K10.	- This Amendment Amount .....	\$ N/A
K11.	- Total Previous Amendment Amounts .....	\$ N/A
K12.	- Revised Total Contract Amount .....	\$ N/A

B1.	Intended Board Agenda Date .....	11/14/17
B2.	Number of Workers Displaced (if any) .....	None
B3.	Number of Competitive Bids (if any) .....	N/A
B4.	Lowest Bid Amount (if bid) .....	N/A
B5.	If Board waived bids, show Agenda Date .....	N/A
	and Agenda Item Number .....	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	

F1.	Fund Number .....	1930
F2.	Department Number .....	054
F3.	Line Item Account Number .....	8200
F4.	Project Number (if applicable) .....	828369
F5.	Program Number (if applicable) .....	1750
F6.	Org Unit Number (if applicable) .....	N/A
F7.	Payment Terms .....	Annual

V1.	Auditor-Controller Vendor Number .....	319968
V2.	Payee/Contractor Name .....	Goleta Sanitary District
V3.	Mailing Address .....	One William Moffett Place
V4.	City State (two-letter) Zip (include +4 if known) .....	Goleta, CA 93117
V5.	Telephone Number .....	(805) 967-4519
V6.	Vendor Contact Person .....	Steve Wagner, PE
V7.	Workers Comp Insurance Expiration Date .....	N/A
V8.	Liability Insurance Expiration Date .....	N/A
V9.	Professional License Number .....	NA
V10.	Verified by (print name of county staff) .....	

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 10/17/17 Authorized Signature: \_\_\_\_\_

**SEWER SERVICE AGREEMENT  
FOR  
SANTA BARBARA COUNTY SOUTH COAST RECYCLING AND  
TRANSFER STATION STORM DRAIN IMPROVEMENTS PROJECT**

THIS SEWER SERVICE AGREEMENT (this "Agreement"), dated for reference purposes only as of \_\_\_\_\_, 2017, is made and entered into by and between the GOLETA SANITARY DISTRICT, a public agency organized and existing under Part I of Division 6 of the California Health and Safety Code (the "District"), and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "County"), as follows:

**Recitals**

A. The County is proposing to construct the South Coast Recycling and Transfer Station Storm Drain Improvements Project consisting of a designated tributary area, storm water storage tank(s), piping/pumping equipment, and a sewer lateral with manholes and other ancillary equipment (the "Project") on property owned by the County at 4430 Calle Real, Santa Barbara, California, and designated as Assessor's Parcel Number 059-140-023 (the "Property").

B. The Project is proposed to be constructed adjacent to the operational area of the Santa Barbara County South Coast Recycling and Transfer Station on the Property.

C. The Property is connected to the District's wastewater collection system and receives sewer service pursuant to (i) that certain Agreement dated March 3, 1959, as amended on October 19, 1959, December 26, 1961, March 25, 1963, January 20, 1964, July 10, 1967, and April 10, 1978, by and between the District and the County (collectively, the "1959 Sewer Service Agreement"), (ii) that certain Agreement for Expansion of the Goleta Sanitary District Sewage Disposal Treatment Plant Facilities dated November 28, 1960, as amended on July 1, 1964, September 9, 1970, April 10, 1978, and December 14, 2007, by and among the District, the County, the Goleta West Sanitary District (formerly known as the Isla Vista Sanitary District), the Regents of the University of California, and the City of Santa Barbara (collectively, the "1960 Sewer Capacity Agreement"), and (iii) that certain Capacity Use Agreement for Santa Barbara County Facilities dated June 20, 2017 by and between the District and the County (the "2017 Capacity Use Agreement").

D. Pursuant to the 1960 Sewer Capacity Agreement, the County has the right to utilize up to a maximum of 1.42% (the "County Capacity Limit") of the total capacity in the District's wastewater treatment plant (the "Plant") located at One William Moffett Place, Goleta, California. The permitted capacity of the Plant currently is 7.64 million gallons per day ("MGD") (Average Dry Weather Flow). The County Capacity Limit under the 1960 Sewer Capacity Agreement is therefore 39,598,120 gallons per year (1.42% x 7.64 MGD x 365 days).

E. In order to provide additional needed capacity for the wastewater discharged from the properties and facilities that are subject to the 1959 Sewer Service Agreement, the 2017 Capacity Use Agreement granted to the County the right to utilize a portion of the District's capacity in the Plant to treat an additional average of 19,394,488 gallons of wastewater discharge per year (the "Capacity Increase"). The Capacity Increase represents approximately 262 equivalent residential units ("ERUs") based on an estimated average discharge from a single-family residence of 74,095 gallons per year.

F. The Capacity Increase did not provide the County with additional capacity to serve the Project, and the County has insufficient capacity rights under the 1960 Sewer Capacity Agreement to permit the storm water discharge from the Project to be treated at the Plant.

G. In order to provide for the collection, treatment and disposal of the storm water discharge from the Project, the County had requested that the District serve the Project pursuant to a new contractual arrangement.

H. The District and the County have determined that (i) this Agreement solely involves two public agencies, (ii) the public service to be provided hereunder is an alternative to and/or a substitute for the service already being provided by the District to the County under the 1959 Sewer Service Agreement and the 1960 Sewer Capacity Agreement (collectively, the "Existing Agreements"), (iii) the level of service to be provided hereunder is consistent with the level of service contemplated by the District under the Existing Agreements, and (iv) this Agreement represents an extension of the service that the District was providing to the County under the Existing Agreements prior to January 1, 2001. As such, under Government Code Section 56133(e), this Agreement does not require the approval of the Santa Barbara Local Agency Formation Commission.

I. The Parties desire to set forth herein their agreement pertaining to the provision of sewer service to the Project by the District pursuant to Health & Safety Code Sections 6512 and 6823.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

1. Service by District. The District agrees to issue such permits as may be necessary and to provide sewer service to the Project consistent with the storm water discharge flow estimates set forth herein, subject to the terms and limitations hereof. Nothing contained in this Agreement shall be interpreted as giving the County or its successors or assigns the right to (i) connect additional buildings or facilities, other than the Project, whether located on the Property or elsewhere, to the District's wastewater collection system, or (ii) discharge additional sewage or storm water, other than storm water from the Project and sewage discharged pursuant to the agreements discussed in Recitals C through E, into the District's wastewater collection system.

2. Connection Fee. In consideration for the additional capacity in the District's wastewater collection, treatment and disposal facilities to be utilized by the County pursuant to this Agreement, promptly following the execution of this Agreement, the County shall pay the District a connection fee in the amount of \$29,408.82. It is estimated that storm water discharge flows from the Project will equal approximately 1,059,012 gallons per year, or 14.29 ERUs. The connection fee payable by the County hereunder has been calculated by multiplying the estimated ERUs for the Project by the District's current connection fee of \$2,058 under Ordinance No. 58. In the event it is determined in the future that the actual ERUs from the Project exceed 14.29, and if the District agrees, in its sole discretion, to accept the increased flow for collection, treatment and disposal, the County agrees to promptly pay a connection fee for the additional ERUs to the District calculated on the basis of the connection fee rate in effect at the time of such payment. If the District does not agree to accept the increased flow, the County shall immediately take such steps as may be necessary to reduce the flow from the Project to the original estimated ERU level of 14.29.

3. Service Charges. In order to fund the Project's share of the cost of operating, maintaining, repairing and replacing the District's wastewater collection, treatment and disposal facilities, the County shall pay the District a service charge based on storm water discharge amounts from the Project using the classification for water treatment plants under the District's Ordinance No. 79, as amended by Ordinance No. 86, or under such other ordinances of the District by which Ordinance No. 79 may be further amended, replaced or superseded in the future. The initial service charge shall be calculated from the date of the initial discharge for the Project through the District's next fiscal year end (June 30). Subsequent service charges shall be calculated and billed to the County annually at the end of each fiscal year and shall be based on metered discharge data provided by the County. The County shall pay each annual billing statement within forty-five (45) days of the date of the statement.

4. Plan Check, Permit and Inspection Fees. As required by the District's Ordinance No. 73, the County shall pay a plan check fee of \$570, a permit fee of \$170, and an inspection fee of \$170 in connection with the approval of the Project by the District.

5. Plans and Specifications. The County shall submit to the District plans and specifications showing the storm water discharge facilities which the County proposes to construct to connect the Project to the District's wastewater collection system. Said plans and specifications shall be subject to review and approval by the District.

6. Construction of Storm Water Discharge Facilities. The Project shall be constructed and installed (a) in accordance with the plans and specifications approved pursuant to Section 5, above, (b) in a good and workmanlike manner, (c) in compliance with all Applicable Requirements (as defined in Section 8 below), and (d) at the County's sole cost and expense. Upon completion, the Project shall belong to the County and the County shall be responsible for the repair and maintenance thereof.

7. Inspection. The County shall give the District written notice not less than forty-eight (48) hours prior to commencement of construction of the Project, excluding

Saturdays, Sundays and holidays. The County agrees to provide the District and its employees and agents the right to inspect the Project and the work thereon at all reasonable times before, during, and after construction. The County further agrees to coordinate and cooperate with the District's employees and agents to facilitate such inspections. Promptly upon completion of construction, the County shall notify the District so that the District may make any final inspections and tests that the District may deem necessary or appropriate.

8. Compliance with Applicable Requirements. The County shall comply with (i) all ordinances, regulations, resolutions, policies, procedures and administrative provisions of the District to the same extent as if the Property had been annexed to the District, and (ii) all statutes, rules and regulations of agencies of the United States of America, the State of California, the County of Santa Barbara and other governmental and regulatory agencies having jurisdiction over the collection, treatment and/or disposal of sewage and wastes, including but not limited to (a) requirements applicable to the construction, use, repair and maintenance of the Project, (b) requirements addressing the type, contents and strength of sewage and wastes permitted to be discharged into sewers, and (c) the District's Ordinance No. 77 ( "Applicable Requirements"), as said Applicable Requirements may be amended or superseded from time to time. The County shall further comply with the terms and conditions set forth in Exhibit "A" attached hereto.

9. Termination. This Agreement may be terminated by the District upon thirty (30) days written notice to the County in the event (a) the County violates any of the terms hereof, including but not limited to any terms relating to the payment of fees or charges to the District, or (b) the County fails to pay when due any of the three (3) annual capacity usage fee payments required pursuant to Section 2 of the 2017 Capacity Use Agreement. The County may terminate this Agreement upon thirty (30) days written notice to the District in the event the Project is no longer in operation or in the event the County is able to obtain sewer service for the Project from an alternative provider. Upon termination, (i) the District may plug or disconnect from the District's wastewater collection system all sewer lines serving the Project, and all costs of plugging or disconnecting such lines shall be paid promptly by the County to the District, (ii) no further amounts shall be due to the District from the County, except any unpaid sewer service charges, and (iii) the District shall not be required to refund any part of the fees and charges paid by the County hereunder.

10. Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto. The rights granted to the County herein relating to the provision of sewer service to the Project shall run with the land and shall be appurtenant to the Property and to any parcels into which the Property may hereafter be legally divided.

11. Entire Agreement/Modification. This Agreement (including all exhibits attached hereto) is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and communications with respect thereto. Notwithstanding the foregoing, nothing herein

shall (i) affect in any way the respective rights and obligations of the District and the County under the 1959 Sewer Service Agreement, the 1960 Sewer Capacity Agreement, or the 2017 Capacity Use Agreement, nor (ii) increase the capacity entitlement of the County under such agreements. This Agreement may be modified only by a written instrument signed by all parties in interest at the time of the amendment.

12. Partial Invalidity. 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, 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 thereby, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Waiver. No waiver of any breach of any covenant or provision herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

14. Construction. Headings at the beginning of each section are solely for the convenience of the parties and are not a part of this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. All exhibits attached to this Agreement are incorporated herein by reference and are made a part hereof.

15. Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of this Agreement are provided by one party to the other by facsimile or email transmission, the original copies shall be sent by the signing party to the other party as soon as reasonably feasible, and pending the receipt thereof, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.

16. Authority. Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she has the authority to execute this Agreement on behalf of such party.

17. Notices. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be (a) personally delivered, or (b) sent either by United States mail, registered or certified, return receipt requested, or by recognized overnight delivery service (e.g., Federal Express, UPS or DHL), to the party at the address listed below, or at such other address as a party may hereafter designate by written notice to the other party:

DISTRICT:

Goleta Sanitary District  
One William Moffett Place  
Goleta, California 93117  
Attn: General Manager

COUNTY:

County of Santa Barbara  
General Services, Support Services  
1105 Santa Barbara Street  
Santa Barbara, CA 93101  
Attn: Assistant Director

18. Assignment. The County may not assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part, without the prior written consent of the District, which consent shall not be unreasonably withheld.

19. Further Assurances. The Parties each agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Agreement.

20. Force Majeure. Neither party hereto shall be liable to the other party for any losses or damages attributable to a default in or breach of this Agreement which is the result of any cause beyond the reasonable control of such party and without its fault (including, without limitation, effects of fire, strike, war, insurrection, terrorism, acts of God, civil or military authority, civil disturbance and government restriction or prohibition), and the performance of obligations hereunder shall be suspended during, but no longer than, the existence of such cause. The party affected by any event of force majeure shall inform the other party thereof in writing without delay and shall endeavor to take up its performance under this Agreement again as soon as reasonably possible.

*[Signatures appear on following page.]*



IN WITNESS WHEREOF, the District and the County have executed this Agreement as of the date(s) set forth below.

"District"

GOLETA SANITARY DISTRICT

By: Jerry D. Smith  
Jerry D. Smith,  
Governing Board President

COUNTERSIGNED:

By: Robert O. Mangus, Jr.  
Robert O. Mangus, Jr.,  
Governing Board Secretary

APPROVED AS TO FORM:

By: Richard G. Battles  
Richard G. Battles  
Howell Moore & Gough LLP  
District General Counsel

Dated: 10/02/2017

"County"

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Joan Hartmann, Chair of Board of  
Supervisors

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel  
By: Michael C. Ghizzoni  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore Fallati, CPA  
Auditor-Controller  
By: Theodore Fallati  
Deputy

RECOMMENDED FOR APPROVAL:

Scott McGolpin, Director  
Public Works Department  
By: Scott McGolpin  
Department Head

APPROVED AS TO FORM:

By: Ryan Johnson  
Risk Management

Dated: 10/16/17

## EXHIBIT "A"

### Terms and Conditions

#### **ANALYSIS OF POTENTIAL IMPACT TO DISTRICT INFRASTRUCTURE**

The following items shall be submitted to and approved by the District prior to the issuance of the District Connection Permit for this Project:

- A detailed hydrologic/hydraulic study shall be prepared and submitted to the District for review and approval. Said studies shall include a capacity analysis of the District's downstream collection system based on proposed storm water flow rates.
- Storm water runoff from the tributary area shall be collected and tested at least once prior to commencement of construction pursuant to the District Industrial Control Permit issued for the Project to ensure that discharge to the District's collection system meets all District treatment criteria and does not pose a risk of upset to the District's treatment process.
- The proposed storm water storage facility and associated drainage improvements shall be designed and sized in order to reduce and/or eliminate any potential capacity impacts (Sanitary Sewer Overflow) to the District's collection system downstream from the point of connection.

#### **CONSTRUCTION, MONITORING AND MAINTENANCE OF THE STORM WATER FACILITIES**

The following measures shall be implemented and adhered to:

- Drainage improvement plans shall be submitted to the District for review and approval. Said plans shall detail all improvements related to the capture, storage and conveyance of storm water runoff to the District's sewer collection system.
- The outlet of the storage tank shall include a manual shutoff valve that can be easily accessed by District staff in the event of a Sanitary Sewer Overflow (SSO) downstream of the connection or as required for maintenance and/or repair activities and to prevent the introduction of any material or substance which may disrupt the District treatment process or result in an NPDES Permit violation.
- All gravity sewer lines and connections to existing District facilities for the Project shall be constructed in accordance with the District's standard specifications.
- Catch basins, grates or other such measures shall be utilized to prevent the introduction of trash, rags and similar debris into the District sewer lines.

- Discharge to District facilities shall be restricted to the hours of 9 PM to 5 AM and shall be monitored and recorded using a flow meter that can record both instantaneous flow rate and total discharge volume for all times when discharging to the District's collection system.
- Discharge reports shall be submitted to the District on a monthly basis whenever runoff/discharge to the District occurs.
- Other discharge limitations, monitoring and sampling protocols shall be in accordance with the District Industrial Waste Control (IWC) Permit for this project.

**FEES AND PERMITS**

The County shall pay all District permit, plan check, inspection, and IWC fees as required by District Ordinances 73 and 86. These fees are subject to revision and currently are as follows:

- |                                |  |
|--------------------------------|--|
| • Plan Check                   | \$114/Hour   |
| • Inspection                   | \$170  |
| • Permit                       | \$170  |
| • IWC                          | \$226 - \$1817   |
| • Connection Fee               | \$2,058/ERU  |
| • Annual Sewer Service Charge* | \$421.80 per each 74,095 gallons of water used, plus volume charge |

\*This charge will be collected annually with the Santa Barbara County invoice for sewer service. The charge is based on the user classification for water treatment plants. The charge is a minimum, and shall apply for annual water consumption of up to 74,095 gallons. Volume charges for annual discharge in excess of 74,095 gallons shall be calculated in accordance with District ordinances applicable to water treatment plants.