

**COST SHARING AGREEMENT
FOR A FEASIBILITY STUDY OF THE SUMMERLAND SANITARY DISTRICT AND THE
MONTECITO SANITARY DISTRICT COLLECTION SYSTEMS AND FLOW
EQUALIZATION FOR MONTECITO WATER DISTRICT REUSE**

This Cost Sharing Agreement (“Agreement”) is made as of this _____ day of _____ 2024, by and between the Santa Barbara County Water Agency (“Agency”), the Summerland Sanitary District (“SSD”), the Montecito Sanitary District (“MSD”), and the Montecito Water District (MWD) (together collectively, the “Parties,” and individually, a “Party”).

WHEREAS, all Parties have agreed to hire the services of Carollo Engineers, Inc. (“Contractor”) to complete a comprehensive feasibility study (hereinafter referred to as the “Study”) to analyze the wastewater collection systems of SSD and MSD. The objective of this Study is reuse of the wastewater by Montecito Water District and the Scope of Work outlining the Study specifics is located in Appendix A.

WHEREAS, the total cost of the Study will not exceed \$131,875.00. In the event the costs for this feasibility is greater than \$131,875, the Agency will cover all additional expenses.

WHEREAS, the duration of the Study is anticipated to be six (6) months from the time the Contractor receives the Notice to Proceed.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Billing.** The Parties agree to share the cost of the Study as follows:
 - a. The Agency shall pay a total of \$41,875 (31.75%) of the total Study cost.
 - b. The SSD shall pay a total of \$30,000 (22.75%) of the total Study cost.
 - c. The MSD shall pay a total of \$30,000 (22.75%) of the total Study cost.
 - d. The MWD shall pay a total of \$30,000 (22.75%) of the total Study cost.
 - e. The Agency will provide one invoice directly to each Party upon completion of the Study, which shall be due and payable to the Agency within 30 days.
2. **Term.** This Agreement shall be effective on the date first written above (the “Effective Date”) and shall remain in effect until such time as the Study is completed, unless terminated earlier as provided herein. This Agreement may be extended by written agreement of the Parties.
3. **Termination.** Any Party may terminate this Agreement upon thirty (30) days’ written notice to the other Parties. The terminating Party shall remain responsible for all of that Party’s share of the cost of Shared Work incurred through the effective date of termination. Unless written notice is given, this Agreement shall continue to exist as to the non-terminating Parties, who shall be responsible for their equal share of the cost of Shared Work thereafter.

4. **Dispute Resolution.** In the event that any dispute arises among any or all of the Parties relating to this Agreement, the involved Parties shall attempt in good faith to resolve the controversy through informal means. If the involved Parties cannot agree to a resolution of the controversy, the dispute may be submitted to mediation prior to commencement of any legal action, if agreed to by all involved Parties. The mediation shall be no more than one full day (unless otherwise agreed to in writing by the involved Parties) and the cost of mediation (mediator, related mediator services, and meeting venue as needed) shall be paid in equal proportion among the involved Parties, where all other costs incurred by any Party involved in mediation (including but not limited to attorney fees, consultant fees, expert fees, travel costs, any other expenses) shall be borne entirely by each Party involved in mediation.
5. **Governing Law.** This Agreement is made in and shall be construed in accordance with the laws of the State of California.
6. **Notices.** Any notices or communications required or permitted to be given under this Agreement will be in writing and sent by email:

Agency: Matthew C. Scrudato 620 West Foster Road, Santa Maria, CA 93455 (805) 803-8781 mscruda@countyofsb.org	SSD: Board of Directors James Witmer - President Summerland Sanitary District P.O. Box 417 Summerland CA 93067 info@summerlandsd.org
MSD: John Weigold General Manager 1042 Monte Cristo Lane Montecito, CA 93108 jweigold@@montsan.org	MWD: Nicholas Turner 583 San Ysidro Road Montecito, CA 93108 (805) 969-2271 nturner@montecitowater.com

Any Party may notify the others if notices or communications should be sent to a different person or entity.

7. **No Third Party Beneficiary.** This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.
8. **Amendment.** Any amendment or modification of this Agreement shall be in writing and signed by all the Parties.
9. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
10. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and

the same instrument. Electronically transmitted images of signed counterparts of this Agreement shall be authentic and valid as originals of this Agreement.

11. **Authorized Signature.** Each Party represents that the individual signing this Agreement on its behalf is duly authorized to execute this Agreement and will legally bind that Party to the terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto agree to the terms and conditions hereof and have caused their authorized representatives to execute and deliver this Agreement as of the date first set forth above.

SUMMERLAND SANITARY DISTRICT

By: _____

Title: _____

Date: _____

MONTECITO SANITARY DISTRICT

By: _____

Title: _____

Date: _____

MONTECITO WATER DISTRICT

By: _____

Title: _____

Date: _____

SANTA BARBARA COUNTY WATER AGENCY


By:  _____

Title: Steve Lavagnino, Chair, Board of Directors

Date: 8-20-24


ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board and ExOfficio Clerk
of the Santa Barbara County Water Agency


Deputy Clerk

RECOMMENDED FOR APPROVAL:

Chris Sneddon, Director
Santa Barbara County Public Works

DocuSigned by:

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APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
C158A3FB83F7454...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By: 
53A8AAB798BA4D7...
Risk Management

APPENDIX A

SCOPE OF WORK FOR A FEASIBILITY STUDY OF THE SUMMERLAND SANITARY DISTRICT AND THE MONTECITO SANITARY DISTRICT COLLECTION SYSTEMS AND FLOW EQUALIZATION FOR MONTECITO WATER DISTRICT REUSE

EXHIBIT A – SCOPE OF WORK, FEE, AND SCHEDULE OF WORK

TASK 1 – PROJECT MANAGEMENT

This task will encompass project management/coordination activities, meetings (where not included elsewhere in this SOW). QA/QC for project deliverables is inclusive of each corresponding task.

Task 1.1 – Project Coordination, Invoicing, and Reporting

This subtask includes CONSULTANT's efforts to manage the project internally (the Consultant team of Carollo and WSC) and externally (CLIENT, MSD, and SSD). Project coordination includes regular internal team meetings to drive the project schedule, coordination among project discipline leads, senior advisory review of milestones & approach, review action items and status, resolve issues and maintain communication between the consultant team members. Invoices and progress reports will be released monthly throughout the Project.

Assumptions:

- The overall Project schedule is estimated at 6 months, which is driven by the schedule to complete the MSD sewer model component of the project

Deliverables:

- Monthly invoices and progress reports

Task 1.2 – Meetings

The following meetings are included in this subtask below. Representatives of both WSC and Carollo will be present for all meetings, either remote or in person.

Task 1.2.1-Kickoff Meeting: Re-introduce key staff and responsibilities to CLIENT, MSD, and SSD; review SOW and schedule; discuss coordination and lines of communication. Consensus upon the project scope and deliverables at this kickoff meeting is crucial to maintaining the project budget and schedule. Meeting duration is scheduled for two (2) hours.

Assumptions:

- Meeting is in person.

Deliverables:

- Meeting agenda and minutes

Task 1.2.2 – Progress Review Meetings

Progress Meetings: Three (3) meetings of up to 90-minutes (1.5 hours) each to address project status and issues that may require CLIENT direction or input.

Assumptions:

- Meetings will be hosted virtually by the Consultant on the Microsoft Teams platform. Key team members, such as PM, will attend in person as required.

Deliverables:

- Meeting agendas, presentation, and minutes (PDF format)

Task 1.2.3 – Draft Report Meeting: Meeting with CLIENT, MSD, SSD, CONSULTANT to review the draft results. Meeting duration is scheduled for two (2) hours.

Deliverables:

- Meeting agenda and minutes

Task 1.2.4 – Board Presentations: One meeting with MSD board members, one meeting with MWD board members, and one meeting with SSD board members. Attendance in person is expected.

Deliverables:

- Summary of relevant action items from board meetings

Task 1.3 – Data Sharing

CONSULTANT will develop data request list and sharedrive and maintain data collection log.

Deliverables:

- No deliverables

TASK 2 – SSD/MSD COLLECTION SYSTEM ANALYSIS

Task 2 is necessary to understand how and where SSD raw and unequalized wastewater flows will connect into the MSD collection system.

Task 2.1 – SSD and MSD Flows

CONSULTANT will compile SSD flow data during dry and wet weather periods. The SSD flow data has already been collected and summarized as part of other efforts. This flow information will be used to understand (a) the MSD collection system impacts and (b) the MSD WWTP impacts, including the need for equalization at MSD.

CONSULTANT will compile the latest MSD flows at the MSD WWTP. This information will be used to re-examine the need for equalization and MSD WWTP capacity, in particular based upon the winter storms of 2023.

Assumptions:

- SSD and MSD will provide additional flow data as needed by the CONSULTANT.

Deliverables:

- SSD and MSD flow summary memo.

Task 2.2 – SSD Flow Injection Location Determination

CONSULTANT will evaluate an existing MSD sewer collection system model to determine 1 location where raw and unequalized peak wet weather flow (PWWF) wastewater flows from SSD could be injected into the MSD collection system.

At the start of this task, CONSULTANT will visit three potential tie-in locations, to be suggested by the MSD. This site visit will be used in conjunction with the analysis below to select one tie-in location.

To identify a single location, CONSULTANT will use the hydraulic model to evaluate potential injection locations where unequalized SSD flows can be injected into the MSD collection system. Up to three injection locations are assumed to accommodate unequalized SSD flows. CONSULTANT will perform model simulations for up to three injection locations to identify downstream impacts of SSD flow being injected into the MSD collection system. For up to three injection locations, CONSULTANT will summarize potential capacity constraints that are identified in the model simulations and identify potential mitigation measures, such as replacing gravity mains with larger diameter pipes. For up to three injection locations, CONSULTANT

will estimate define SSD infrastructure required to convey SSD flows to the MSD injection location (pump station, force main, major crossings, and interconnection station) and estimated cost using unit costs for alternatives comparison. CONSULTANT will present cost comparison for up to three alternative injection locations. CLIENT will select preferred injection location to use in Task 2.3.

Assumptions:

- MSD will complete development of a collection system hydraulic model as part of a separate effort.
- A preferred injection location will be selected based on the alternatives evaluation

Deliverables:

- SSD/MSD modeling results and connection points memo.

Task 2.3 – Pipeline and Pump Station Infrastructure Analysis

CONSULTANT develop one pipeline alignment to connect SSD flows from the existing SSD wastewater treatment plant to the single injection location selected in Task 2.2. CONSULTANT will also evaluate a pipeline alignment to transfer all SSD PWWF flows from the SSD WWTP site to the MSD WWTP, bypassing all of the MSD collection system.

CONSULTANT will evaluate the pump station requirements associated with new or existing pump stations to transfer the PWWF from SSD to MSD for the two pipeline alignments: 1) to MSD Collection System Injection location; and 2) to MSD WWTP. Pumps will be preliminarily sized to be used for development of cost estimates.

CONSULTANT will develop level 5 cost estimates for implementation of the infrastructure options above, including both construction costs and operations costs (for the pump stations).

Assumptions:

- Alignments will be developed using mapping software such as but not limited to GIS.
- No surveys will be completed, elevations used in hydraulic calculations will be estimated from readily available information.
- Consultant will utilize previous alignment research from the Montecito-Carpinteria alternatives to develop the two alignments considering utilities, creek crossings, highway crossings, and railroad crossings. It is not expected that significant alignment research in areas outside of those investigated previously will occur.

Deliverables:

- Pipeline and pump station infrastructure memo.

TASK 3 – MSD WWTP AND AWPf ANALYSIS

Task 3 is to determine what level of equalization is needed at MSD that minimizes impact from the additional PWWF from the SSD system as well as equalizes average dry weather flow (ADWF) of the combined MSD and SSD flows. The equalized flow must go through new preliminary treatment odor control must be part of the project. Influent pump station upgrades are also anticipated.

TASK 3.1 – COMBINED FLOW TO MSD

CONSULTANT will utilize the flows developed above to document the anticipated combined flows at MSD after addition of SSD flows.

Assumptions:

- No assumptions

Deliverables:

- MSD combined flow summarized in Task 3.2.

TASK 3.2 – MSD WWTP IMPACT AND COST ANALYSIS

CONSULTANT will evaluate impacts to the MSD WWTP capacity due to the addition of SSD flows. Included in this effort are the following components:

- Review of WWTP capacity
- New equalization basin analysis
- Odor control (for screenings, grit, and equalization) analysis

There are two important notes related to the work above:

- 1) For a successful raw wastewater equalization project, new headworks and preliminary treatment would be needed at MSD. That could include screenings, screening dewatering, and aerated grit removal facilities. Analysis of these facilities is not part of this project and will be done by other parties. Further, the intent of the equalization basin is to be dual purpose, capturing raw wastewater PWWF during short duration events and used for secondary effluent storage and equalization for the dry weather periods (allowing for maximization of effluent capture for reuse).
- 2) The evaluation of equalization and odor control will only occur after written notice to proceed from the MWD.

For this analysis, the project team will:

- Perform a site visit of the MSD WWTP to meet with staff and review options for preliminary treatment and WWTP capacity
- Develop Level 5 cost estimates for all components of work.
- Develop site layouts for all components of work.

Assumptions:

- One viable technology will be examined for odor control. Multiple suppliers will not be evaluated.
- No evaluation of WWTP capacity upgrades is included, should those be needed.

Deliverables:

- One tech memo provided in draft form, that will later be incorporated into the project report.

TASK 3.3 – AWPf COST ANALYSIS

CONSULTANT will evaluate the cost impact of the addition of SSD ADWF to the previously developed AWPf that would be located at MSD. Analysis will consider both capital and operational cost impacts as well as footprint impacts.

Assumptions:

- Cost estimate and footprint will be scaled from prior efforts.

Deliverables:

- No deliverables. Results will be provided in the Summary Report.

TASK 4 – SUMMARY REPORT

Information evaluated and compiled in the above tasks will be summarized in a draft and final report.

Assumptions:

- No assumptions

Deliverables:

- Draft and Final Summary Report

Project Assumptions

- Carollo will perform the services require hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of California.
- Carollo shall be entitled to use and reasonably rely upon all such information and services provided by the County or others in performing Carollo's services hereunder.
- Carollo makes no warranty that the County's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Carollo's opinions, analyses, projections, or estimates.
- Carollo is not responsible for damage or delay in performance caused by events beyond the reasonable control of Carollo. In the event Carollo's services are suspended, delayed or interrupted for the convenience of the County or delays occur beyond the reasonable control of
- Carollo, an equitable adjustment in Carollo's time of performance and cost of Carollo's personnel and subcontractors may be made.
- The services to be performed by Carollo are intended solely for the benefit of the County. No person or entity not a signatory to the Agreement shall be entitled to rely on Carollo's performance of its services hereunder, and no right to assert a claim against Carollo by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of Carollo's services hereunder.
- Notwithstanding any language in the Terms and Conditions to the contrary, CONTRACTOR shall be entitled to keep one (1) copy of any documents, data, and/or information provided by the COUNTY that CONTRACTOR used, relied upon and/or incorporated into any deliverable required hereunder, in accordance with the prevailing engineering standard of care.

SCHEDULE

The project schedule is shown below.

	Months from NTP					
	1	2	3	4	5	6
Task 1: Project Management						
1.1 General Project Coordination, Invoicing, and Reporting						
1.2 Project Meetings						
1.2.1 Kick-Off Meeting (1)	*					
1.2.2 Monthly Meetings (3)		*		*		*
1.2.3 Summary Meeting (1)						*
1.2.4 Board Presentations (1)						*
1.3 Data Sharing						
Task 2: SSD/MSD COLLECTION SYSTEM ANALYSIS						
2.1 SSD and MSD Flows						
2.2 SSD Flow Injection Location Determination						
2.3 Pipeline and Pump Station Infrastructure Analysis						
Task 3: MSD WWTP ANALYSIS						
3.1 Combined Flow to MSD						
3.2 MSD WWTP Impact and Cost Analysis						
3.2 AWP Cost Analysis						
Task 4: Summary Report						
Draft and Final Report						
* indicates a meeting						

BUDGET

The project budget is presented in the table below.

Tasks	Carollo Labor					Total Hours	Total Labor Costs (1)	WCC	Pumping and Pipeline Infrastructure	Total Fee
	Andrew Robinson	Veronica	Gora LaMar	Supplies and Equipment Support	Field Assistant					
	PM	Infrastructure and Wastewater Leads	Project Engineer	TBD	Admin.					
Task 1: Project Management										
1.1 General Project Coordination, Invoicing, and Reporting										
Monthly Reporting	4				4	8	\$1,887	\$4,650	\$5,115	\$7,002
Subconsultant Coordination	6				3	9	\$2,381			\$2,381
1.2 Project Meetings										
1.2.1 Kick-Off Meeting (1)	4	8				12	\$3,116		\$11,845	\$14,961
1.2.2 Monthly Meetings (3)	5	5	5			15	\$3,502			\$3,502
1.2.3 Summary Meetings (1)	3	3	3			9	\$2,101	\$10,768		\$2,101
1.2.4 Board Presentations (1)	6	2	4			12	\$2,988			\$2,988
1.3 Data Sharing	4					4	\$1,287	\$2,930	\$3,223	\$4,510
Subtotal Task 1	32	18	12		7	69	\$17,262	\$18,348	\$20,183	\$37,445
Task 2: SSD/MSD COLLECTION SYSTEM ANALYSIS										
2.1 SSD and MSD Flows	4		4			8	\$1,887			\$1,887
2.2 SSD Flow Injection Location Determination	4	4	4			12	\$2,802	\$25,940	\$28,534	\$31,336
2.3 Pipeline and Pump Station Infrastructure Analysis	4	4	4			12	\$2,802	\$9,590	\$10,549	\$13,351
Subtotal Task 2	12	8	12	0	0	32	\$7,490	\$35,530	\$39,083	\$46,573
Task 3: MSD WWTP ANALYSIS										
3.1 Combined Flow to MSD	4	8	4			16	\$3,716			\$3,716
3.2 MSD WWTP Impact and Cost Analysis	8	24	40	8		80	\$15,260			\$15,260
3.3 AWWP Cost Analysis	4	4	8			16	\$3,402			\$3,402
Subtotal Task 3	16	36	52	8	0	112	\$22,378	\$0	\$0	\$22,378
Task 4: Summary Report										
Draft and Final Report	16	16	40	16		88	\$17,206	\$7,520	\$8,272	\$25,478
Subtotal Task 4	16	16	40	16	0	88	\$17,206	\$7,520	\$8,272	\$25,478
										\$131,875