



ORANGE COUNTY SANITATION DISTRICT SPECIAL NOTICE REGARDING CORONAVIRUS (COVID-19) AND ATTENDANCE AT PUBLIC MEETINGS

Governor Newsom signed Assembly Bill (AB) 361 on September 16, 2021, which, in part, addresses the conduct of public meetings in light of the continued State of Emergency order.

Effective October 1, 2021, AB 361 suspends the requirements located in California Government Code, Section 54953, Subdivision (b), Paragraph (3) specifically pertaining to the conduct of public meetings. As such, the Orange County Sanitation District (OC San) Board of Directors has determined that due to the size of OC San's Board of Directors (25), and the health and safety of the members, the Board of Directors will be participating in meetings of the Board telephonically and via Internet accessibility.

PUBLIC PARTICIPATION

Your participation is always welcome. OC San offers several ways in which to interact during meetings. You will find information as to these opportunities below.

ONLINE MEETING PARTICIPATION

You may join the meeting live via Teams on your computer or similar device or web browser by using the link below:

[Click here to join the meeting](#)

We suggest testing joining a Teams meeting on your device prior to the commencement of the meeting. For recommendations, general guidance on using Teams, and instructions on joining a Teams meeting, [please click here](#).

Please mute yourself upon entry to the meeting. Please raise your hand if you wish to speak during the public comment section of the meeting. The Clerk of the Board will call upon you by using the name you joined with.

Meeting attendees are not provided the ability to make a presentation during the meeting. Please contact the Clerk of the Board at least 48 hours prior to the meeting if you wish to present any items. Additionally, camera feeds may be controlled by the meeting moderator to avoid inappropriate content.

HOW TO PARTICIPATE IN THE MEETING BY TELEPHONE

To join the meeting from your phone: Dial (213) 279-1455
When prompted, enter the Phone Conference ID: 399 865 206#

All meeting participants may be muted during the meeting to alleviate background noise. If you are muted, please use *6 to unmute. You may also mute yourself on your device.

Please raise your hand to speak by using *5 during the public comment section of the meeting. The Clerk of the Board will call upon you by using the last 4 digits of your phone number as identification.

NOTE: All attendees will be disconnected from the meeting at the beginning of Closed Session. If you would like to return to the Open Session portion of the meeting, please login or dial-in to the Teams meeting again and wait in the Lobby for admittance.

VIEW THE MEETING ONLINE ONLY

The meeting will be available for online viewing only at:

<https://ocsd.legistar.com/Calendar.aspx>

HOW TO SUBMIT A COMMENT

You may provide verbal comment in real time during the meeting. In order to provide a verbal comment, please raise your hand as described above or alert the Clerk of the Board before or during the public comment period.

You may also submit your comments and questions in writing for consideration in advance of the meeting by using the eComment feature available online at: <https://ocsd.legistar.com/Calendar.aspx> or sending them to OCSanClerk@ocsan.gov with the subject line "PUBLIC COMMENT ITEM # (insert the item number relevant to your comment)" or "PUBLIC COMMENT NON-AGENDA ITEM".

You may also submit comments and questions for consideration during the meeting by using the eComment feature available online at: <https://ocsd.legistar.com/Calendar.aspx>. The eComment feature will be available for the duration of the meeting.

All written public comments will be provided to the legislative body and may be read into the record or compiled as part of the record.

TECHNICAL SUPPORT PRIOR TO AND DURING MEETINGS

For technical assistance before and during the meeting, please call 714-593-7431. For any other questions and/or concerns, please contact the Clerk of the Board's office at 714-593-7433. Thank you, in advance, for your patience in working with these technologies. We appreciate your interest in OC San!

April 6, 2022

NOTICE OF REGULAR MEETING

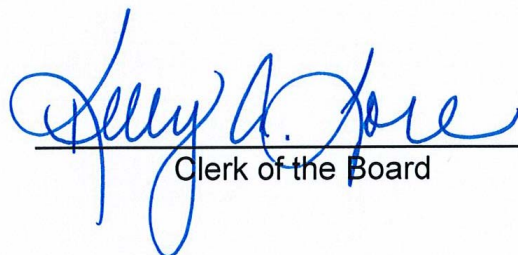
**ADMINISTRATION COMMITTEE
ORANGE COUNTY SANITATION DISTRICT**

Wednesday, April 13, 2022 – 5:00 P.M.

ACCESSIBILITY FOR THE GENERAL PUBLIC

Your participation is always welcome. Specific information as to how to participate in this meeting is detailed in the Special Notice attached to this agenda. In general, OC San offers several ways in which to interact during meetings: you may join the meeting live via Teams on your computer or similar device or web browser, join the meeting live via telephone, view the meeting online, and/or submit comments for consideration before or during the meeting.

The Regular Meeting of the Administration Committee of the Orange County Sanitation District will be held at the above location and in the manner indicated on Wednesday, April 13, 2022 at 5:00 p.m.



Clerk of the Board

Serving:

Anaheim

Brea

Buena Park

Cypress

Fountain Valley

Fullerton

Garden Grove

Huntington Beach

Irvine

La Habra

La Palma

Los Alamitos

Newport Beach

Orange

Placentia

Santa Ana

Seal Beach

Stanton

Tustin

Villa Park

County of Orange

Costa Mesa
Sanitary District

Midway City
Sanitary District

Irvine Ranch
Water District

Yorba Linda
Water District

ADMINISTRATION COMMITTEE MEETING DATE	BOARD MEETING DATE
04/13/22	04/27/22
05/11/22	05/25/22
06/08/22	06/22/22
07/13/22	07/27/22
AUGUST DARK	08/24/22
09/14/22	09/28/22
10/12/22	10/26/22
11/09/22	11/16/22 *
12/14/22	12/21/22 *
JANUARY DARK	01/25/23
02/08/23	02/22/23
03/08/23	03/22/23

**** Meeting will be held on the third Wednesday of the month***

ROLL CALL
ADMINISTRATION COMMITTEE
Finance, Information Technology, Environmental Services
and Human Resources

Meeting Date: April 13, 2022

Time: 5:00 p.m.

Adjourn: _____

COMMITTEE MEMBERS (13)

Glenn Parker, Chair	
Anthony Kuo, Vice-Chair	
Brad Avery	
Ron Bates	
Art Brown	
Kim Carr	
Rose Espinoza	
Marshall Goodman	
Patrick Harper	
Andrew Nguyen	
David Shawver	
John Withers (Board Chair)	
Chad Wanke (Board Vice-Chair)	

OTHERS

Brad Hogin, General Counsel	

STAFF

Jim Herberg, General Manager	
Rob Thompson, Assistant General Manager	
Lorenzo Tyner, Assistant General Manager	
Celia Chandler, Director of Human Resources	
Kathy Millea, Director of Engineering	
Riaz Moinuddin, Director of Operations & Maintenance	
Lan Wiborg, Director of Environmental Services	
Kelly Lore, Clerk of the Board	

ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS
Complete Roster

Effective 03/07/2022

AGENCY/CITIES	ACTIVE DIRECTOR	ALTERNATE DIRECTOR
Anaheim	Stephen Faessel	Gloria Ma'ae
Brea	Glenn Parker	Cecilia Hupp
Buena Park	Art Brown	Connor Traut
Cypress	Paulo Morales	Anne Hertz-Mallari
Fountain Valley	Patrick Harper	Ted Bui
Fullerton	Jesus J. Silva	Nick Dunlap
Garden Grove	Steve Jones	John O'Neill
Huntington Beach	Kim Carr	Dan Kalmick
Irvine	Anthony Kuo	Farrah N. Khan
La Habra	Rose Espinoza	Steve Simonian
La Palma	Marshall Goodman	Nitesh Patel
Los Alamitos	Ron Bates	NONE
Newport Beach	Brad Avery	Joy Brenner
Orange	Kim Nichols	Chip Monaco
Placentia	Chad Wanke	Ward Smith
Santa Ana	Johnathan Ryan Hernandez	Nelida Mendoza
Seal Beach	Sandra Massa-Lavitt	Schelly Sustarsic
Stanton	David Shawver	Carol Warren
Tustin	Ryan Gallagher	Austin Lumbard
Villa Park	Chad Zimmerman	Robert Collacott

Sanitary/Water Districts

Costa Mesa Sanitary District	Bob Ooten	Art Perry
Midway City Sanitary District	Andrew Nguyen	Mark Nguyen
Irvine Ranch Water District	John Withers	Douglas Reinhart
Yorba Linda Water District	Brooke Jones	Ted Lindsey

County Areas

Board of Supervisors	Donald P. Wagner	Doug Chaffee
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ADMINISTRATION COMMITTEE

Regular Meeting Agenda

Wednesday, April 13, 2022 - 5:00 PM

Board Room

Administration Building

10844 Ellis Avenue

Fountain Valley, CA 92708

(714) 593-7433

ACCOMMODATIONS FOR THE DISABLED: If you require any special disability related accommodations, please contact the Orange County Sanitation District (OC San) Clerk of the Board's office at (714) 593-7433 at least 72 hours prior to the scheduled meeting. Requests must specify the nature of the disability and the type of accommodation requested.

AGENDA POSTING: In accordance with the requirements of California Government Code Section 54954.2, this agenda has been posted outside the main gate of the OC San's Administration Building located at 10844 Ellis Avenue, Fountain Valley, California, and on the OC San's website at www.ocsan.gov not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of the Board of Directors, are available for public inspection in the office of the Clerk of the Board.

AGENDA DESCRIPTION: The agenda provides a brief general description of each item of business to be considered or discussed. The recommended action does not indicate what action will be taken. The Board of Directors may take any action which is deemed appropriate.

MEETING AUDIO: An audio recording of this meeting is available within 24 hours after adjournment of the meeting at <https://ocsd.legistar.com/Calendar.aspx> or by contacting the Clerk of the Board at (714) 593-7433.

NOTICE TO DIRECTORS: To place items on the agenda for a Committee or Board Meeting, the item must be submitted in writing to the Clerk of the Board: Kelly A. Lore, MMC, (714) 593-7433 / klore@ocsan.gov at least 14 days before the meeting.

FOR ANY QUESTIONS ON THE AGENDA, BOARD MEMBERS MAY CONTACT STAFF AT:

General Manager: Jim Herberg, jherberg@ocsan.gov / (714) 593-7300

Asst. General Manager: Lorenzo Tyner, ltyner@ocsan.gov / (714) 593-7550

Asst. General Manager: Rob Thompson, rthompson@ocsan.gov / (714) 593-7310

Director of Human Resources: Celia Chandler, cchandler@ocsan.gov / (714) 593-7202

Director of Engineering: Kathy Millea, kmillea@ocsan.gov / (714) 593-7365

Director of Environmental Services: Lan Wiborg, lwiborg@ocsan.gov / (714) 593-7450

Director of Operations & Maintenance: Riaz Moinuddin, rmoinuddin@ocsan.gov / (714) 593-7269

CALL TO ORDER**PLEDGE OF ALLEGIANCE****ROLL CALL AND DECLARATION OF QUORUM:**

Clerk of the Board

PUBLIC COMMENTS:

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REPORTS:

The Committee Chairperson and the General Manager may present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

CONSENT CALENDAR:

Consent Calendar Items are considered to be routine and will be enacted, by the Committee, after one motion, without discussion. Any items withdrawn from the Consent Calendar for separate discussion will be considered in the regular order of business.

1. APPROVAL OF MINUTES**[2022-2236](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Administration Committee held March 9, 2022.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[03-09-2022 Administration Committee Minutes](#)

2. FINANCIAL INFORMATION SYSTEM PURCHASE ORDER RENEWAL [2022-2227](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a five-year Sole Source Purchase Order with Oracle America, Inc. for an annual amount of \$95,828, with a total not to exceed \$479,140, commencing July 1, 2022, through June 30, 2027; and
- B. Approve a contingency in the amount of \$47,914 (10%).

Originator: Lorenzo Tyner

Attachments: [Agenda Report](#)

NON-CONSENT:

3. SEWER SERVICE RATE STUDY [2022-2153](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Consultant Services Agreement to HDR Engineering, Inc. to provide a Comprehensive Cost of Service Rate Study Specification No. CS-2021-1287BD, for a total amount not to exceed \$234,950; and
- B. Approve a contingency of \$23,495 (10%).

Originator: Lorenzo Tyner

Attachments: [Agenda Report](#)
[CS-2021-1287BD PCSA HDR Engineering](#)

4. REPLACE CAMPUS ACCESS NETWORK SWITCHES AND INDOOR WI-FI ACCESS POINTS [2022-2226](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to Saitech Inc. for the procurement of campus networking equipment hardware and software to update and replace end-of-life equipment operating in the Orange County Sanitation District communications and computing environment, Specification No. E-2022-1305BD, for a total amount not to exceed \$549,050 plus sales tax and freight; and
- B. Approve a contingency in the amount of \$54,905 (10%).

Originator: Lorenzo Tyner

Attachments: [Agenda Report](#)

INFORMATION ITEMS:**5. FY 2022-23 AND FY 2023-24 OPERATING BUDGET EXPENDITURES [2022-2223](#)****RECOMMENDATION:**

Information Item.

Originator: Lorenzo Tyner

Attachments: [Agenda Report](#)

6. OPERATIONS & MAINTENANCE: WASTEWATER 101 PART 1: COLLECTIONS [2022-2245](#)**RECOMMENDATION:**

Information Item.

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)
[Presentation - Collection System](#)

DEPARTMENT HEAD REPORTS:**CLOSED SESSION:**

None.

OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY:**BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:**

At this time Directors may request staff to place an item on a future agenda.

ADJOURNMENT:

Adjourn the Committee meeting until the Regular Meeting of the Administration Committee on May 11, 2022 at 5:00 p.m.



ADMINISTRATION COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2022-2236

Agenda Date: 4/13/2022

Agenda Item No: 1.

FROM: James D. Herberg, General Manager
Originator: Kelly A. Lore, Clerk of the Board

SUBJECT:

APPROVAL OF MINUTES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve Minutes of the Regular Meeting of the Administration Committee held March 9, 2022.

BACKGROUND

In accordance with the Board of Directors Rules of Procedure, an accurate record of each meeting will be provided to the Directors for subsequent approval at the following meeting.

RELEVANT STANDARDS

- Resolution No. OC SAN 21-04

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Minutes of the Administration Committee held March 9, 2022



CALL TO ORDER

A regular meeting of the Administration Committee of the Orange County Sanitation District was called to order by Committee Chair Glenn Parker on Wednesday, March 9, 2022 at 5:00 p.m. in the Administration Building of the Orange County Sanitation District. Chair Parker stated that the meeting was being held telephonically and via Internet accessibility in accordance with new provisions in California Government Code Section 54953 and Resolution No. OC SAN 22-08, due to the continued State of Emergency Order. Chair Parker announced the teleconference meeting guidelines and led the flag salute.

ROLL CALL AND DECLARATION OF QUORUM:

Roll call was taken and a quorum was declared present, as follows:

PRESENT: Glenn Parker, Brad Avery, Ron Bates, Art Brown, Kim Carr, Rose Espinoza, Marshall Goodman, Patrick Harper, Andrew Nguyen, David Shawver and John Withers
ABSENT: Anthony Kuo and Chad Wanke

STAFF PRESENT: Kelly Lore, Clerk of the Board, and Brian Engeln were present in the Board Room. Jim Herberg, General Manager; Rob Thompson, Assistant General Manager; Lorenzo Tyner, Assistant General Manager; Celia Chandler, Director of Human Resources; Kathy Millea, Director of Engineering; Lan Wiborg, Director of Environmental Services; Riaz Moinuddin, Director of Operations and Maintenance; Jennifer Cabral; Mortimer Caparas; Tanya Chong; Brian Engeln; Tina Knapp; Laura Maravilla; Rob Michaels; Jeff Mohr; Wally Ritchie; Loc Trang; and Thomas Vu were in attendance telephonically.

OTHERS PRESENT: Brad Hogin, General Counsel, was in attendance telephonically.

PUBLIC COMMENTS:

None.

REPORTS:

Chair Parker and General Manager Jim Herberg did not provide reports.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES

[2022-2151](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Administration Committee held February 9, 2022.

AYES: Glenn Parker, Ron Bates, Art Brown, Kim Carr, Rose Espinoza, Marshall Goodman, Patrick Harper, Andrew Nguyen, David Shawver and John Withers

NOES: None

ABSENT: Anthony Kuo and Chad Wanke

ABSTENTIONS: Brad Avery

2. STRATEGIC PROCESS STUDY FOR MEIOFAUNA BASELINE ASSESSMENT

[2022-2155](#)

Originator: Lan Wiborg

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

A. Approve a Professional Consultant Services Agreement to Florida State University to provide a Meiofauna Baseline Strategic Process Study (Specification No. CS-2021-1266BD) for a total amount not to exceed \$277,946; and

B. Approve a contingency of 27,795 (10%).

AYES: Glenn Parker, Ron Bates, Art Brown, Kim Carr, Rose Espinoza, Marshall Goodman, Patrick Harper, Andrew Nguyen, David Shawver and John Withers

NOES: None

ABSENT: Anthony Kuo and Chad Wanke

ABSTENTIONS: Brad Avery

3. UPDATE TO RECORDS MANAGEMENT PROGRAM PROCEDURES AND RECORDS RETENTION SCHEDULE RESOLUTION

[2022-2072](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

Adopt Resolution No. OC SAN 22-XX entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Adopting the Records Management Program Procedures and Records Retention Schedule, Authorizing Destruction of Obsolete Records, and Repealing Resolution No. OC SAN 21-08".

AYES: Glenn Parker, Ron Bates, Art Brown, Kim Carr, Rose Espinoza, Marshall Goodman, Patrick Harper, Andrew Nguyen, David Shawver and John Withers
NOES: None
ABSENT: Anthony Kuo and Chad Wanke
ABSTENTIONS: Brad Avery

NON-CONSENT:

4. REPLACE SERVER AND STORAGE INFRASTRUCTURE FOR PLANT NO. 1 INDUSTRIAL CONTROL SYSTEM [2022-2160](#)

Originator: Lorenzo Tyner

Assistant General Manager Lorenzo Tyner introduced IT Manager Rob Michaels who provided a brief update regarding this item.

MOVED, SECONDED, AND DULY CARRIED TO: Recommend to the Board of Directors to:

A. Approve a Purchase Order to ePlus Technology, Inc. for the purchase of software, hardware, and services to implement and configure the Nutanix metro clusters for Plant No. 1 Industrial Control System, Specification No. E-2022-1300BD, for a total amount not to exceed \$560,195, plus applicable sales tax and shipping; and

B. Approve a contingency in the amount of \$56,019 (10%).

AYES: Glenn Parker, Brad Avery, Ron Bates, Art Brown, Kim Carr, Rose Espinoza, Marshall Goodman, Patrick Harper, Andrew Nguyen, David Shawver and John Withers
NOES: None
ABSENT: Anthony Kuo and Chad Wanke
ABSTENTIONS: None

INFORMATION ITEMS:

5. FY 2022-23 AND FY 2023-24 ORANGE COUNTY SANITATION DISTRICT BUDGET REVENUES AND RESERVES OVERVIEW [2022-2159](#)

Originator: Lorenzo Tyner

Controller Wally Ritchie provided a presentation regarding revenues and reserves for the next two-year budget including: four major revenue categories, fees and charges, general user fees, top ten industrial users, other income, debt proceeds, reserve policy summary for FY 2021-22, and OC San's reserve criteria summary.

ITEM RECEIVED AS AN:

Information Item.

6. STAFFING STRATEGY TO DELIVER CAPITAL IMPROVEMENT PROGRAM

[2022-2178](#)

Originator: Kathy Millea

Director of Engineering Kathy Millea introduced Engineering Manager Jeff Mohr who provided a presentation for this item which included forecasted CIP expenditures; capital project delivery costs; forecasted staff, engineering, and programming workloads; supplemental services contracts; and next steps.

ITEM RECEIVED AS AN:

Information Item.

Board Chair Withers departed the meeting at approximately 5:29 p.m.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:

None.

OTHER BUSINESS AND COMMUNICATIONS OR SUPPLEMENTAL AGENDA ITEMS, IF ANY:

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Chair Parker declared the meeting adjourned at 5:37 p.m. to the next Regular Administration Committee meeting to be held on Wednesday, April 13, 2022 at 5:00 p.m.

Submitted by:

Kelly A. Lore, MMC
Clerk of the Board

File #: 2022-2227

Agenda Date: 4/13/2022

Agenda Item No: 2.

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Assistant General Manager

SUBJECT:

FINANCIAL INFORMATION SYSTEM PURCHASE ORDER RENEWAL

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a five-year Sole Source Purchase Order with Oracle America, Inc. for an annual amount of \$95,828, with a total not to exceed \$479,140, commencing July 1, 2022, through June 30, 2027; and
- B. Approve a contingency in the amount of \$47,914 (10%).

BACKGROUND

Orange County Sanitation District (OC San) has been using JD Edwards Financial Information System (Accounts Payable, Accounts Receivable, Fixed Assets, General Accounting, Human Resources, Job Cost, Payroll, Procurement) since 1997. OC San upgraded its JD Edwards system to the latest version in 2016 and intends to continue using the system for the long term. This request ensures that we can continue to operate the Financial Information System (FIS) while the underlying computer operating and database systems change over time. Oracle America, Inc. (Oracle) owns and supports JD Edwards and allows customers who commit to longer terms to keep the annual costs level for up to five years.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Produce appropriate financial reporting - annual financial report & audit letter and Ops & CIP budgets every two years, with annual update
- Sound engineering and accounting practices, complying with local, state, and federal laws
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

PROBLEM

The current Purchase Order for OC San's FIS expires on June 30, 2022. This Purchase Order provides support, updates, and tax and regulatory compliance for OC San's FIS. If OC San does not enter into a 5-year commitment, it will accrue a 3% annual increase for the same services.

PROPOSED SOLUTION

Commit to a five-year term to maintain a fixed support cost of \$95,828 per year, equivalent to a total of \$479,140 for five years, versus a 3% price increase per year, equivalent to a five-year total estimated at \$508,764. Below is the comparison of payment and schedule of savings:

Year	With 5-Year Commitment	Without 5-Year Commitment	Savings
2022/2023	\$95,828	\$95,828	\$ 0
2023/2024	\$95,828	\$98,703	\$2,875
2024/2025	\$95,828	\$101,664	\$5,836
2025/2026	\$95,828	\$104,714	\$8,886
2026/2027	\$95,828	\$107,855	\$12,027
Total	\$479,140	\$508,764	\$29,624

TIMING CONCERNS

The current Purchase Order term will expire on June 30, 2022; renewal must be completed prior to June 30, 2022. OC San requires support for the FIS, as well as tax and regulatory compliance since OC San's payroll is maintained within the system. The next version of the system is expected to be released in September 2022. The Purchase Order will also entitle OC San to this new version.

RAMIFICATIONS OF NOT TAKING ACTION

OC San will pay a 3% yearly increase in support costs for each one-year term for the next five years.

PRIOR COMMITTEE/BOARD ACTIONS

April 2017 - Approved a five-year Purchase Order Contract with Oracle for an annual amount of \$92,143, for a total not to exceed amount of \$460,715, commencing July 1, 2017 - June 30, 2022 and approved a contingency of \$46,072 (10%).

ADDITIONAL INFORMATION

Oracle is listed as a sole source on the Board-approved Original Equipment Manufacturer (OEM) list. Oracle is the only vendor that can provide upgrades to the system since it is their proprietary system. OC San has been operating this FIS since 1997. These upgrades are important since they ensure legal and regulatory compliance and compatibility with the underlying operating and database systems.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This item has been budgeted.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A



ADMINISTRATION COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2022-2153

Agenda Date: 4/13/2022

Agenda Item No: 3.

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Assistant General Manager

SUBJECT:

SEWER SERVICE RATE STUDY

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Professional Consultant Services Agreement to HDR Engineering, Inc. to provide a Comprehensive Cost of Service Rate Study Specification No. CS-2021-1287BD, for a total amount not to exceed \$234,950; and
- B. Approve a contingency of \$23,495 (10%).

BACKGROUND

Since 2002, the Orange County Sanitation District (OC San) has completed a rate study every five years to determine customers' fair and equitable share of collection, treatment, and disposal costs, develop an accurate rate model, and establish a new five-year rate schedule which ensures full cost recovery and provides support to the Proposition 218 notifications.

For the 2022 rate study, staff has requested a comprehensive rate study on all fees and charges including annexation fees and urban runoff fees.

This comprehensive rate study allocates costs to Flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) for the purpose of billing different customer classes, including high flow and high strength dischargers.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Stable rates, no large unforeseen rate increases

PROBLEM

OC San's current five-year rate schedule will end as of June 30, 2023.

PROPOSED SOLUTION

Approve the Professional Consultant Services agreement with HDR Engineering, Inc to complete a comprehensive rate study to establish the next five-year rate schedule.

TIMING CONCERNS

In order to meet the legal requirements of Proposition 218 so that the new Ordinances are adopted and the rate schedule is effective July 1, 2023, the rate study should begin no later than the beginning of May 2022.

RAMIFICATIONS OF NOT TAKING ACTION

The rate study would be delayed which could potentially affect the implementation of the new rate schedule and hinder OC San's cost recovery.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

The goals of the comprehensive cost of service rate study are as follows:

- Study must develop a cost allocation assigning operations and maintenance as well as capital expenditures to Flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS). This functional allocation will be used as the basis for assigning treatment costs to the different customer classes including wholesale users;
- Study must include a review of the revenue requirements, including long term maintenance and replacement costs, for the next 5 years to be used for rate setting for both Regional Sewer Service as well as Flow, Biochemical Oxygen Demand (BOD), and Total Suspended Solids (TSS) for Industrial Waste Dischargers;
- Study must develop a wastewater cost of service and rate model for OC San covering a five-year period (Fiscal Years 2023/24 through 2027/28) for both on-going operations and planned capital improvements;
- Study must recommend a methodology and rate schedule for Capital Facility Capacity Charges as well as Supplemental Capital Facility Capacity Charges;
- Study must develop a five-year sewer service fee program that produces revenues adequate to meet the financial needs of OC San as well as the operational and capital needs while recognizing customer cost of service and local and state legal and policy considerations (Prop 218 & 26);

- Study must evaluate the current rebate methodology for Regional sewer service fees and recommend adjustments, if needed;
- Study must review and update other miscellaneous fees including annexation fees;
- Study must include a review and determination of comparable charges for dry weather urban runoff flows;
- Study must include a survey of the rates and fees charged by other comparable municipality wastewater utilities; and
- Study must provide an easy-to-use electronic model in Microsoft Excel to be used by OC San for future rate setting.

Consultant Selection

OC San requested and advertised for proposals for the Comprehensive Cost of Service Rate Study on December 1, 2021. The following evaluation criteria were described in the Request for Proposals (RFP) and used to determine the most qualified Consultant.

CRITERION	WEIGHT
Qualifications & Experience of Firm	30%
Proposed Staffing & Project Organization	20%
Work Plan	30%
Cost	20%

Five proposals were received on January 12, 2022 and evaluated in accordance with the evaluation process set forth in OC San's Purchasing Ordinance by a pre-selected Evaluation Team consisting of the following OC San staff: Accounting Supervisor (Project Manager), Controller, Engineering Manager, and Senior Staff Analyst. The Evaluation Team also included one non-voting representative from the Purchasing Division.

The Evaluation Team scored the proposals on the established criterion as summarized below:

Rank	Proposer	Proposed Staffing and Project Organization (Max 20%)	Qualifications of Firm (Max 30%)	Work Plan (Max 30%)	Subtotal (Max 80%)
1	HDR Engineering, Inc.	17%	23%	26%	66%
2	Carollo Engineers	13%	23%	22%	58%
3	Black & Veatch	15%	22%	20%	57%
4	Stantec Consulting Services, Inc.	11%	20%	19%	50%
5	Raftelis Financial Consultants, Inc.	11%	19%	16%	46%

All proposals were accompanied by a sealed cost proposal. Only the cost proposals for the three highest ranked firms were opened and negotiated.

Rank	Proposer	ORIGINAL COST	BAFO (if applicable)
1	HDR Engineering, Inc.	\$234,950	\$234,950
2	Carollo Engineers	\$160,247	\$142,108
3	Black & Veatch	\$114,720	\$145,530

Based on the scoring shown below, HDR Engineering, Inc. was selected as the most qualified Consultant.

Rank	Proposer	Subtotal w/o Presentation (Max 80%)	Cost (Max 20%)	Total Weighted Score (Max 100%)
1	HDR Engineering, Inc.	66%	12%	78%
2	Carollo Engineers	58%	20%	78%
3	Black & Veatch	57%	20%	77%

HDR Engineering, Inc. (HDR) demonstrated a clear understanding of the Scope of Work by highlighting each task objective in detail, their approach to that task, and the expectations of OC San staff. HDR also included the specific deliverables associated with each task. At the same time, HDR identified key issues that may arise during the specific task and the key team participants. HDR included a team with vast experience on similar studies including Proposition 218 legalities. A specific and detailed quality control process for this project was also identified by HDR.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This item has been budgeted in the FY 2021-22 Budget - Financial Management Division.

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Professional Consultant Services Agreement

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Comprehensive Cost of Service Rate Study
Specification No. CS-2021-1287BD

THIS AGREEMENT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OC San") and HDR Engineering, Inc. with a principal place of business at 3230 El Camino Real, Site 200, Irvine, CA 92108 (hereinafter referred to as "Consultant") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, based on Consultant's expertise and experience, OC San desires to temporarily engage Consultant to provide a comprehensive cost of service rate study, "Services", as described in Exhibit "A"; and

WHEREAS, Consultant submitted its Proposal, dated January 12, 2022; and

WHEREAS, on April 27, 2022, the Board of Directors of OC San, by minute order, authorized execution of this Agreement between OC San and Consultant; and

WHEREAS, OC San has chosen Consultant to conduct Services in accordance with Ordinance No. OC SAN-56; and

NOW, THEREFORE, in consideration of the mutual promises and mutual benefits exchanged between the Parties, the Parties mutually agree as follows:

1. Introduction

1.1 This Agreement and all exhibits hereto (called the "Agreement") is made by OC San and the Consultant. The terms and conditions herein exclusively govern the purchase of Services as described in Exhibit "A".

1.2 Exhibits to this Agreement are incorporated by reference and made a part of this Agreement as though fully set forth at length herein.

Exhibit "A" Scope of Work
Exhibit "B" Proposal and Fee Proposal dated February 17, 2022
Exhibit "C" Determined Insurance Requirement Form
Exhibit "D" Contractor Safety Standards
Exhibit "E" Human Resources Policies

1.3 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the exhibits hereto, the provisions of this Agreement shall in all respects govern and control.

1.4 This Agreement may not be modified, changed, or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by both Parties.

1.5 The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section or provision hereof.

- 1.6 The term “days”, when used in the Agreement, shall mean calendar days, unless otherwise noted as workdays.
- 1.7 The term “workday”. Workdays are defined as all days that are not Saturday, Sunday, or OC San observed holidays. Meetings with OC San staff shall be scheduled from Tuesday through Friday between the hours of 8 a.m. and 4 p.m. (exception is Operations staff who maintain plant operations 24/7 and work a rotated 12-hour shift) and shall conform to OC San work schedules.
- 1.8 OC San holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.9 Work Hours: The work required under this Agreement may include normal business hours, evenings, and weekends. OC San will not pay for travel time.
- 1.10 Consultant shall provide OC San with all required premiums and/or overtime work at no charge beyond the total amount of the Agreement.
- 1.11 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or action incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of said services by OC San.
2. **Scope of Work** Subject to the terms of this Agreement, Consultant shall perform the Services identified in Exhibits “A” and “B”. All Services shall be performed in a competent, professional, and satisfactory manner, with the care and skill ordinarily used by members of Consultant’s profession practicing under the same or similar circumstances at the same time in the same locality.
3. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OC San at any time. All modifications must be made in writing and signed by both Parties. A review of the time required for the modification will be made by OC San and Consultant and the Agreement period adjusted accordingly.
4. **Compensation** The compensation to be paid by OC San to Consultant for the Services provided under this Agreement shall be a total amount not to exceed Two Hundred Thirty-four Thousand, Nine Hundred Fifty Dollars (\$234,950.00).
5. **Payment and Invoicing**
 - 5.1 OC San shall pay, net thirty (30) days, upon receipt and approval, by OC San’s Project Manager or designee, of itemized invoices submitted monthly for Services completed in accordance with Exhibits “A” and “B”. OC San may withhold payment for Services that fail to satisfy the requirements of this Agreement until such time as Consultant modifies the Services to comply.
 - 5.2 Invoices shall be emailed by Consultant to OC San Accounts Payable at APStaff@OCSan.gov and “INVOICE” with the Purchase Order Number and CS-2021-1287BD shall be referenced in the subject line.
6. **Audit Rights** Consultant agrees that, during the term of this Agreement and for a period of three (3) years after its termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Consultant relating to the invoices submitted by Consultant pursuant to this Agreement.

7. **Commencement and Term** The Services provided under this Agreement shall be completed within one (1) year from the effective date of the Notice to Proceed.

8. **Extensions** The term of this Agreement may be extended only by written instrument signed by both Parties.

9. **Performance** Time is of the essence in the performance of the provisions hereof.

10. **Termination**

10.1 OC San reserves the right to terminate this Agreement for its convenience, with or without cause, in whole or in part, at any time, by written notice from OC San. Upon receipt of a termination notice, Consultant shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Consultant for work performed (cost and fee) to the date of termination. Consultant expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Agreement. Such notice of termination shall terminate this Agreement and release OC San from any further fee, cost or claim hereunder by Consultant other than for work performed to the date of termination.

10.2 OC San reserves the right to terminate this Agreement in the event that Consultant is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Agreement, but only after providing Consultant written notice of issue and a period of ten (10) days to cure.

10.3 OC San may also immediately terminate for default of this Agreement in whole or in part by written notice to Consultant:

- if Consultant becomes insolvent or files a petition under the Bankruptcy Act; or
- if Consultant sells its business; or
- if Consultant breaches any of the terms of this Agreement; or
- if total amount of compensation exceeds the amount authorized under this Agreement.

However, OC San will not terminate for default without providing Consultant written notice of the default and a period of ten (10) days to cure.

10.4 All OC San property in the possession or control of Consultant shall be returned by Consultant to OC San on demand, or at the termination of this Agreement, whichever occurs first.

11. **Indemnification and Hold Harmless Provision** Consultant shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or be caused by the negligence, recklessness, or willful misconduct of Consultant or its subconsultant(s) or by anyone directly or indirectly employed by Consultant, and whether such damage or injury shall accrue or be discovered before or after the termination of the Agreement. Except as to the sole active negligence of or willful misconduct of OC San, Consultant shall indemnify, protect, defend and hold harmless OC San, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with the negligence, recklessness, or willful misconduct of Consultant, and/or (b) on account of infringement of third party intellectual property rights by any copyrighted or uncopyrighted material, composition, or process, or

any patented or unpatented invention, article or appliance, furnished or used under the Agreement, and/or (c) on account of any negligence, recklessness, or willful misconduct during the provision of any goods and services provided under this Agreement. This indemnification provision shall apply to any negligence, recklessness, or willful misconduct, whether active or passive, on the part of Consultant or anyone employed by or working under Consultant. To the maximum extent permitted by law, Consultant's duty to defend shall apply whether or not such claims, allegations, lawsuits, or proceedings have merit or are meritless, or which involve claims or allegations that any of the parties to be defended were actively, passively, or concurrently negligent, or which otherwise assert that the parties to be defended are responsible, in whole or in part, for any loss, damage, or injury. Consultant agrees to provide this defense immediately upon written notice from OC San, and with well qualified, adequately insured, and experienced legal counsel acceptable to OC San. This section shall survive the expiration or early termination of the Agreement.

12. Insurance Consultant and all subconsultants shall purchase and maintain, throughout the life of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Determined Insurance Requirement Form, Exhibit "C". Consultant shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OC San, nor shall Consultant allow any subconsultant to commence service pursuant to a subcontract until all insurance required of the subconsultant has been obtained. Failure to maintain required insurance coverage shall result in termination of this Agreement.

13. Key Personnel The personnel, as provided in Exhibit "B", are considered "key" to the work under this Agreement and will be available for the term of the Agreement. No person designated as key under this Agreement shall be removed or replaced without prior written consent of OC San. If OC San asks Consultant to remove a person designated as key under this Agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of reason, for OC San's request. Consultant shall assign only competent personnel to perform Services pursuant to this Agreement.

14. Confidentiality and Non-Disclosure

14.1 Consultant acknowledges that in performing the Services hereunder, OC San may have to disclose to Consultant orally and in writing certain confidential information that OC San considers proprietary and has developed at great expense and effort.

14.2 Consultant agrees to maintain in confidence and not disclose to any person, firm, or corporation, without OC San's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of OC San.

14.3 Consultant further agrees to maintain in confidence and not to disclose to any person, firm, or corporation any data, information, technology, or material developed or obtained by Consultant during the term of this Agreement.

14.4 Consultant agrees as follows:

- To use the confidential information only for the purposes described herein; to not reproduce the confidential information; to hold in confidence and protect the confidential information from dissemination to and use by anyone not a party to this Agreement; and to not use the confidential information to benefit itself or others.

- To restrict access to the confidential information to its subconsultant or personnel of Consultant who (1) have a need to have such access and (2) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.
- To return all confidential information in Consultant's possession upon termination of this Agreement or upon OC San's request, whichever occurs first.
- To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

14.5 The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.

15. Ownership of Documents All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, and agents in the performance of this Agreement shall be the property of OC San and shall be promptly delivered to OC San upon request of OC San's Project Manager or designee, or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by OC San of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at OC San's sole risk and without liability to Consultant. Consultant shall ensure that all its subconsultants shall provide for assignment to OC San of any documents or materials prepared by them.

16. Ownership of Intellectual Property

16.1 Consultant agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items made during the course of this Agreement and arising from the Services (hereinafter referred to as "New Developments") shall be and are assigned to OC San as its sole and exclusive property.

16.2 Consultant agrees to promptly disclose to OC San all such New Developments. Upon OC San's request, Consultant agrees to assist OC San, at OC San's expense, to obtain patents or copyrights for such New Developments, including the disclosure of all pertinent information and data with respect thereto, the execution of all applications, specifications, assignments, and all other instruments and papers which OC San shall deem necessary to apply for and to assign or convey to OC San, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Consultant agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and confidential information.

16.3 Consultant warrants that Consultant has good title to any New Developments, and the right to assign New Developments to OC San free of any proprietary rights of any other party or any other encumbrance whatever.

16.4 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, computer files, and other documents prepared or caused to be prepared by Consultant or its subconsultants in connection with these Services shall be delivered to and shall become the exclusive property of OC San. OC San may utilize these documents for OC San applications on other projects or extensions of this project, at its own risk.

17. No Solicitation of Employees

- 17.1 Consultant agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following termination of this Agreement, or any extension hereof, call on, solicit, or take away any of the employees whom Consultant became aware of as a result of Consultant's Services to OC San.
- 17.2 Consultant acknowledges that OC San's employees are critical to its business and OC San expends significant resources to hire, employ, and train employees. Should Consultant employ or otherwise engage OC San's employees during the term of this Agreement and for a period of one (1) year following termination of this Agreement, Consultant will pay OC San fifty percent (50%) of the former employee's most recent annual salary earned at OC San to accurately reflect the reasonable value of OC San's time and costs. This payment is in addition to any other rights and remedies OC San may have at law.
- 17.3 OC San agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following termination of this Agreement, or any extension hereof, call on, solicit, or take away any of the employees whom OC San became aware of as a result of Consultant's Services to OC San.
- 17.4 OC San acknowledges that Consultant's employees are critical to its business and Consultant expends significant resources to hire, employ, and train employees. Should OC San employ or otherwise engage Consultant's employees during the term of this Agreement and for a period of one (1) year following termination of this Agreement, OC San will pay Consultant fifty percent (50%) of the former employee's most recent annual salary earned from Consultant to accurately reflect the reasonable value of Consultant's time and costs. This payment is in addition to any other rights and remedies Consultant may have at law.

18. Independent Contractor Capacity

- 18.1 The relationship of Consultant to OC San is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.
- 18.2 Consultant shall act independently and not as an officer or employee of OC San. OC San assumes no liability for Consultant's action and performance, nor assumes responsibility for taxes, funds, payments or other commitments, implied or expressed, by or for Consultant.
- 18.3 Consultant shall not be considered an agent of OC San for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit OC San to any agreement, contract or undertaking. Consultant shall not use OC San's name in its promotional material or for any advertising or publicity purposes without expressed written consent.
- 18.4 Consultant shall not be entitled to any benefits accorded to those individuals listed on OC San's payroll as regular employees including, without limitation, worker's compensation, disability insurance, vacation, holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's compensation or other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.
- 18.5 Consultant shall be obligated to pay any and all applicable Federal, State and local payroll and other taxes incurred as a result of fees hereunder. Consultant hereby indemnifies OC San for any claims, losses, costs, fees, liabilities, damages or penalties suffered by OC San arising out of Consultant's breach of this provision.

- 18.6 Consultant shall not be eligible to join or participate in any benefit plans offered to those individuals listed on OC San's payroll as regular employees. Consultant shall remain ineligible for such benefits or participation in such benefit plans even if a court later decides that OC San misclassified Consultant for tax purposes.
19. **Licenses, Permits** Consultant represents and warrants to OC San that it has obtained all licenses, permits, qualification and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement will be paid by Consultant.
20. **Consultant's Representations** In the performance of duties under this Agreement, Consultant shall adhere to the customary standards, ethical practices and standards of care and competence for their trade/profession. Consultant agrees to comply with all applicable Federal, State and local laws and regulations.
21. **Familiarity with Work** By executing this Agreement, Consultant warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should Consultant discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OC San, it shall immediately inform OC San of this and shall not proceed, except at Consultant's risk, until written instructions are received from OC San.
22. **Right to Review Services, Facilities, and Records**
- 22.1 OC San reserves the right to review any portion of the Services performed by Consultant under this Agreement, and Consultant agrees to cooperate to the fullest extent possible.
- 22.2 Consultant shall furnish to OC San such reports, statistical data, and other information pertaining to Consultant's Services as shall be reasonably required by OC San to carry out its rights and responsibilities under its agreements with its bondholders or noteholders and any other agreement relating to the development of the project(s) and in connection with the issuance of its official statements and other prospectuses with respect to the offering, sale, and issuance of its bonds and other obligations.
- 22.3 The right of OC San to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Consultant shall not relieve Consultant of any obligation set forth herein.
23. **Force Majeure** Neither party shall be liable for delays caused by accident, flood, acts of God, epidemics, pandemics, quarantine restrictions, fire, labor trouble, war, acts of government or any other cause beyond its control, but said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Agreement.
24. **Severability** If any section, subsection, or provision of this Agreement, or any agreement or instrument contemplated hereby, or the application of such section, subsection, or provision is held invalid, the remainder of this Agreement or instrument in the application of such section, subsection or provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby, unless the effect of such invalidity shall be to substantially frustrate the expectations of the Parties.

25. **Waiver** The waiver of either party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder. Any breach by Consultant to which OC San does not object shall not operate as a waiver of OC San's rights to seek remedies available to it for any subsequent breach.
26. **Remedies** In addition to other remedies available in law or equity, if the Consultant fails to make delivery of the goods or Services or repudiates its obligations under this Agreement, or if OC San rejects the goods or Services or revokes acceptance of the goods or Services, and if consultant fails to correct the applicable goods or Services within ten (10) days following written notice from OC San, OC San may (1) terminate the Agreement; (2) recover whatever amount of the purchase price OC San has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Consultant. In the event OC San elects to "cover" as described in (3), OC San shall be entitled to recover from Consultant as damages the difference between the cost of the substitute goods or Services and the Agreement price.
27. **Governing Law** This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof.
28. **Environmental Compliance** Consultant shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Consultant, its sub-consultants, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
29. **Attorney's Fees** If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
30. **Dispute Resolution**
- 30.1 In the event of a dispute as to the construction or interpretation of this Agreement, or any rights or obligations hereunder, the Parties shall first attempt, in good faith, to resolve the dispute by mediation. The Parties shall mutually select a mediator to facilitate the resolution of the dispute. If the Parties are unable to agree on a mediator, the mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Agreement, through the alternate dispute resolution procedures of Judicial Arbitration through Mediation Services of Orange County ("JAMS"), or any similar organization or entity conducting an alternate dispute resolution process.
- 30.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

31. **Damage to OC San's Property** Any OC San property damaged by Consultant will be subject to repair or replacement by Consultant at no cost to OC San.
32. **Contractor Safety Standards and Human Resources Policies** OC San requires Consultant and its subconsultants to follow and ensure their employees follow all Federal, State and local regulations as well as Contractor Safety Standards while working at OC San locations. If during the course of the Agreement it is discovered that Contractor Safety Standards do not comply with Federal, State or local regulations, then the Consultant is required to follow the most stringent regulatory requirement at no additional cost to OC San. Consultant and all of its employees and subconsultants, shall adhere to all applicable Contractor Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies in Exhibit "E".
33. **Freight (F.O.B. Destination)** Consultant assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Agreement.
34. **Assignments** Consultant shall not delegate any duties nor assign any rights under this Agreement without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
35. **Conflict of Interest and Reporting**
- 35.1 Consultant shall at all times avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.
- 35.2 Consultant affirms that to the best of its knowledge there exists no actual or potential conflict between Consultant's families, business or financial interest or its Services under this Agreement, and in the event of change in either its private interests or Services under this Agreement, it will raise with OC San any question regarding possible conflict of interest which may arise as a result of such change.
36. **Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Consultant.
37. **Non-Liability of OC San Officers and Employees** No officer or employee of OC San shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by OC San or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
38. **Authority to Execute** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the Parties are formally bound.
39. **Read and Understood** By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.
40. **Entire Agreement** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

- 41. Notices** All notices under this Agreement must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. Rejection or other refusal to accept or the inability to deliver because of changed address for which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. All notices shall be effective when first received at the following addresses:

OC San: Cori Voss
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708-7018

Consultant: Anna Lantin, P.E.
Vice President
HDR Engineering, Inc.
3230 El Camino Real, Site 200
Irvine, CA 92108

Each party shall provide the other party written notice of any change in address as soon as practicable.

[Intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, intending to be legally bound, the Parties hereto have caused this Contract to be signed by the duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
John B. Withers
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Purchasing & Contracts Manager

HDR ENGINEERING, INC.

Dated: _____

By: _____

Print Name and Title of Officer

CMM

Exhibit “A”
SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK
COMPREHENSIVE COST OF SERVICE RATE STUDY
SPECIFICATION NO. CS-2021-1287BD

1 INTRODUCTION

The Orange County Sanitation District (OC San) is seeking a qualified Consultant to conduct a comprehensive cost of service rate study for Regional Sewer Service, Capital Facility Capacity Charges, and ancillary services provided to customers in our service area as well as wholesale customers outside of our service area.

2 BACKGROUND, PROJECT INFORMATION AND REQUIREMENTS

The OC San is responsible for safely collecting, treating, and disposing the wastewater generated by the 2.6 million people living in a 479-square-mile-area of central and northwest Orange County. OC San operates two wastewater treatment/reclamation plants, 15 off-site pump stations and owns and maintains 388 miles of pipes throughout our service area. Approximately 182 million gallons of wastewater is treated daily.

On March 28, 2018, the OC San Board of Directors adopted a five-year rate study that recommended annual sewer rates to support OC San operations through June 30, 2023. Under this project, Consultant shall study and recommend sewer rates for the next five-year period as well as rates for other charges. OC San intends to comply with Proposition 218 Notification requirements; therefore, this rate analysis must be conducted and documented as to comply with all legal requirements.

3 Project Elements/Requirements

Consultant must prepare a comprehensive rate study update for OC San. The final product will consist of a report documenting the findings and making recommendations for OC San rates for the next five years.

The study shall include, but not be limited to the following:

- A cost allocation assigning operations and maintenance as well as capital expenditures to Flow, Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). This functional allocation will be used as the basis for assigning treatment costs to the different customer classes including wholesale users;
- A review of the revenue requirements, including long term maintenance and replacement costs, for the next 5 years to be used for rate setting for both

Regional Sewer Service as well as Flow, Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) for Industrial Waste Dischargers;

- Develop a wastewater cost of service and rate model for OC San covering a five-year period (Fiscal Years 2023/24 through 2027/28) for both on-going operations and planned capital improvements;
- A recommended methodology and rate schedule for Capital Facility Capacity Charges as well as Supplemental Capital Facility Capacity Charges;
- Develop a five-year sewer service fee program that produces revenues adequate to meet the financial needs of OC San as well as the operational and capital needs, while recognizing customer cost of service, and local and state legal and policy considerations (Prop 218 & 26);
- An evaluation of the current rebate methodology for Regional sewer service fees and recommend adjustments if needed;
- A review and update of other miscellaneous fees including annexation fees;
- A review and determination of comparable charges for dry weather urban runoff flows;
- A survey of the rates and fees charged by other, comparable, municipality wastewater utilities;
- An easy-to-use electronic model in Microsoft Excel to be used by OC San for future rate setting.

4 Study Requirements

The rate study requirements shall include but are not limited to:

- Using the current rate structure as the starting point for the recommendations and proposals to be developed.
- The recommended rate structure shall be based on cost of service and shall be sufficient to meet the short-term and long-term revenue requirements of OC San.
- The recommended rate structure shall provide direct identification of revenues appropriate to fund operating activities and infrastructure.
- The recommended rate structure shall result in no decrease in stability of the revenue stream as compared to current structures.

- The recommended rate structure shall consider the type and amount of reserves appropriate to the investment policy of OC San.
- The rate study shall document the methodology used in the rate recommendations and the justification for the proposed rate structure

5 PROJECT SCHEDULE

The schedule for the completion of the study is anticipated to be five months from the Notice to Proceed effective date. The Consultant is encouraged to begin the study immediately after the Notice to Proceed.

Tentative Project Schedule

- Board Authorization – March 2022
- Award Contract – March 2022
- Notice to Proceed – April 2022
- Draft Study Due- September 2022
- Final Study Due – October 2022
- Board Review & Discussion – November/ December 2022
- Board Adoption of Ordinances – February/March 2023

6 Additional Requirements/Meetings

Meetings with OC San staff and/or OC San Board of Directors at key points throughout the course of the project to review and discuss the overall project should be anticipated. This will include at a minimum:

- A. Kick-Off Meeting
- B. Interim Meeting where the rate structure models are run with various capital and operating budget scenarios.
- C. Attendance at a minimum of two meetings/public hearings of the Administration Committee and/or Board of Directors meetings where the rate study and rate schedules will be considered.

7 Project Activities

Task 1 – Project Management

Task 2 – Project Initiation Meeting and Data Collection

Task 3 – Capital Facilities Plan Assessment

Task 4 – Revenue Requirement Projections

Task 5 – Classification of Costs

Task 6 – Cost of Service Analyses

Task 7 – Review and Development of Rate Structure

Task 8 – Preliminary Draft Report and Meeting

8 Resources Available

OC San staff can assist with:

- A. Collection of pertinent secondary source information.
- B. Provision of any existing level of service standards, if available.
- C. Identification of future Capital Improvement Program projects.
- D. Provision of financial, budgetary and customer documentation upon request.
- E. Review of draft reports prior to their reproduction and distribution.
- F. Coordination and scheduling of meetings between Consultant and OC San Staff.
- G. Provision of interim briefings to the OC San Board of Directors on the progress of the study.
- H. Additional team involvement as mutually agreed upon.
- I. Meetings with OC San staff shall be scheduled from Tuesday through Friday between the hours of 8 a.m. and 4 p.m. (exception is Operations staff who maintain plant operations 24/7 and work a rotated 12-hour shift) and shall conform to OC San work schedules.

File #: 2022-2226

Agenda Date: 4/13/2022

Agenda Item No: 4.

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Assistant General Manager

SUBJECT:

REPLACE CAMPUS ACCESS NETWORK SWITCHES AND INDOOR WI-FI ACCESS POINTS

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve a Purchase Order to Saitech Inc. for the procurement of campus networking equipment hardware and software to update and replace end-of-life equipment operating in the Orange County Sanitation District communications and computing environment, Specification No. E-2022-1305BD, for a total amount not to exceed \$549,050 plus sales tax and freight; and
- B. Approve a contingency in the amount of \$54,905 (10%).

BACKGROUND

Orange County Sanitation District's (OC San) campus network has many switches and Wi-Fi access points that have reached their end-of-life. The switches and Wi-Fi access points are imperative for the continued support of all OC San communications and computing requirements. Staff recommends replacing the old equipment with current technology.

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard
- Protect OC San assets

PROBLEM

The current campus network is running on outdated technology. The infrastructure is not reliable, scalable, and does not provide the speed, functionality, resiliency, and cybersecurity capabilities required in a modern computing environment.

PROPOSED SOLUTION

To properly maintain the campus network, the Information Technology (IT) division requests to purchase current network infrastructure technology to replace the end-of-life equipment. The new network infrastructure provides faster network speed, improved security, resilience, and new modern features.

TIMING CONCERNS

Proper maintenance and performance of the campus network is imperative for the continued support of all OC San communications and computing requirements.

RAMIFICATIONS OF NOT TAKING ACTION

A decision not to purchase the new network equipment would result in continued inefficiencies, extended downtime, limitations in deploying new technologies, and the inability to provide high availability.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

A Notice Inviting Bids was issued on February 2, 2022 via PlanetBids. Bids were due on March 1, 2022. OC San received seven (7) total bids valid for 180 calendar days from the bid opening date. Of the seven bids received, one was determined to be non-responsive as the bidder did not submit line item pricing in PlanetBids and the items that were noted on an uploaded pricing document were not the items OC San specified. One bid was withdrawn by the bidder.

The estimated bill of material was \$1,250,000.

The following is a list of the firms who submitted a bid:

Company Name	Bid	Determination
Vector Resources, Inc.	\$0	Non-Responsive
Hypertec USA Inc	\$452,787.84	WITHDRAWN
Saitech Inc.	\$549,050.00	Responsive
AIXTEK	\$590,058.00	Responsive
Kambrian Corporation	\$593,406.65	Responsive
ePlus Technology	\$679,529.19	Responsive
Song Technologies LLC	\$989,932.99	Responsive

The bids were evaluated in accordance with OC San policies and procedures. A notice was sent to all the bidders on March 9, 2022, informing them of the intent of OC San to recommend approval of a purchase order to Saitech Inc.

Staff recommends approving a purchase order to the lowest responsive and responsible bidder, Saitech Inc., for purchase of Campus Access Network Switches and Indoor Wi-Fi Access Points, Specification No. E-2022-1305BD, as indicated above plus sales tax and freight.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. This item has been budgeted. (FY2021-21 & 2021-22 Budget, Section 8, Page 49, Information Technology Capital Program (M-MC-IT)).

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A



ADMINISTRATION COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2022-2223

Agenda Date: 4/13/2022

Agenda Item No: 5.

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Assistant General Manager

SUBJECT:

FY 2022-23 AND FY 2023-24 OPERATING BUDGET EXPENDITURES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

Discussion of the Orange County Sanitation District (OC San) FY 2022-23 & FY 2023-24 Budget was initiated at the February 9, 2022 Administration Committee meeting. During this process, staff provides presentations to the Administration and Operations Committees focusing on various areas of the budget. Staff will make a brief presentation on the expenditure details of the Operating Budget at the Administration Committee meeting.

The Operating and Capital Budgets, effective July 1 of this year, will be presented for adoption at the June 22, 2022 Board meeting.

RELEVANT STANDARDS

- Produce Operating and CIP budgets every two years with annual update

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

N/A



ADMINISTRATION COMMITTEE

Agenda Report

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

File #: 2022-2245

Agenda Date: 4/13/2022

Agenda Item No: 6.

FROM: James D. Herberg, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

OPERATIONS & MAINTENANCE: WASTEWATER 101 PART 1: COLLECTIONS

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Information Item.

BACKGROUND

Each month, staff provides an informational presentation on topics of interest to the Board of Directors. This month's topic: Orange County Sanitation District Operations & Maintenance Wastewater 101, Collection System.

RELEVANT STANDARDS

- 24/7/365 treatment plant reliability
- Operate and maintain facilities to minimize impacts on surrounding communities, including odor, noise, and lighting
- Listen to and seriously consider community input on environmental concerns
- Build brand, trust, and support with policy makers and community leaders

ATTACHMENT

The following attachment(s) may be viewed on-line at the OC San website (www.ocsan.gov) with the complete agenda package:

- Presentation

Wastewater Collection System

Don Stokes,
Maintenance
Manager

Administration
Committee

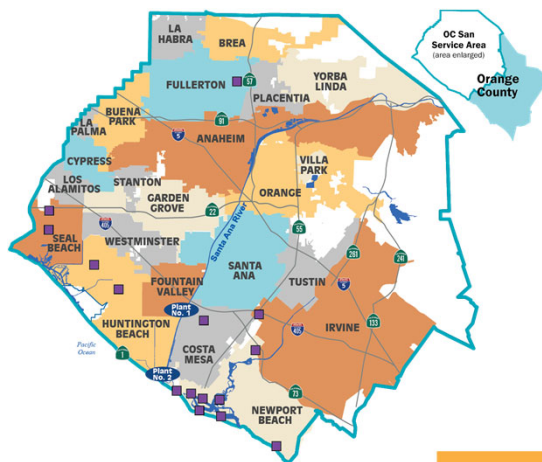
April 13, 2022



OC SAN
ORANGE COUNTY SANITATION DISTRICT

1

Our Service Area

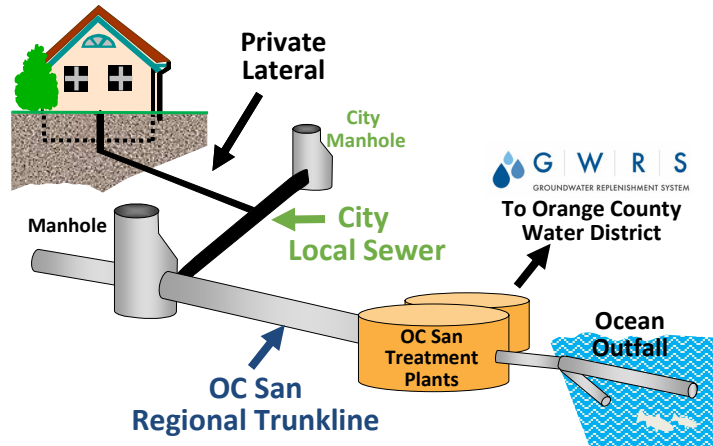


388 miles of sewers
479 square miles
183 million gallons per day
2.6 million population
2 treatment plants
15 pump stations
20 cities
4 special districts
unincorporated parts of County of Orange

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Wastewater Collection System

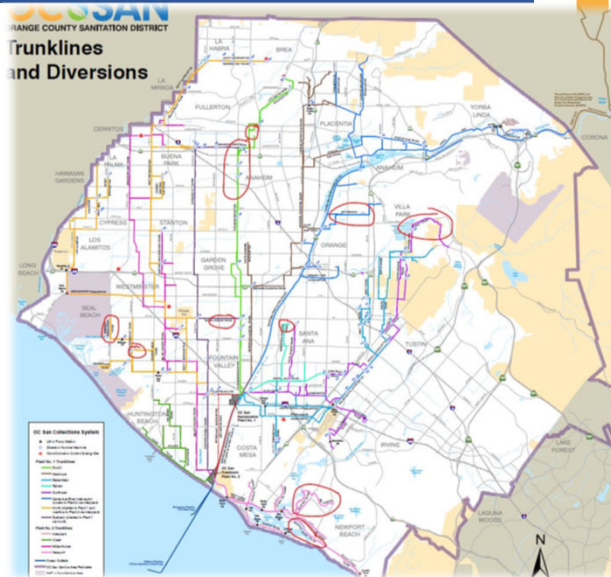


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Gravity Systems

- Various pipe materials
- Trunks, interconnections, reliefs
- Inverted siphons
- Diversions



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Pipe Sizes

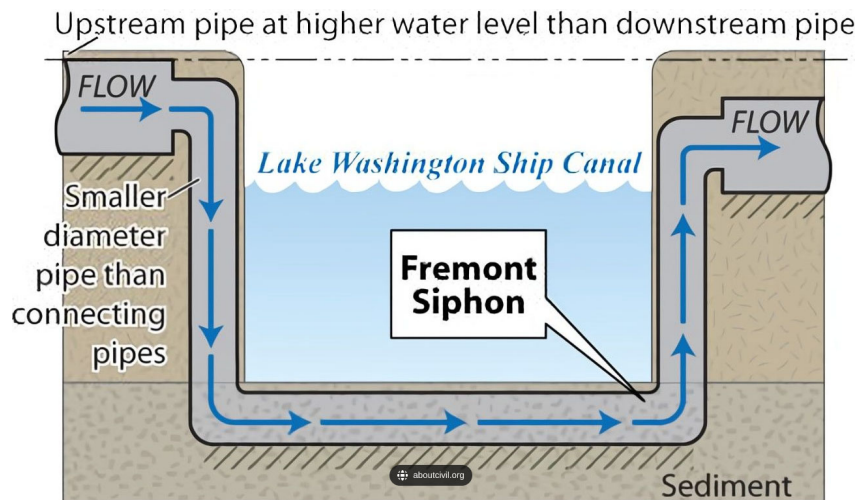
- Smallest = 8"
- Largest = 120"
- Majority range 24" to 60"



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Inverted Siphon



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Line Cleaning Types

- Flush work
 - Grit removal
 - Spill prevention
- Tire cleaning
 - Grit removal
 - Spill prevention
 - Line proofing



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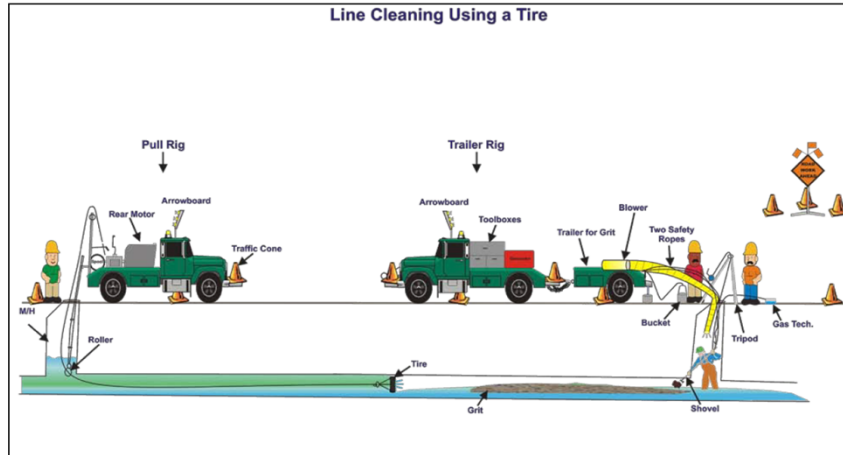
Line Flushing



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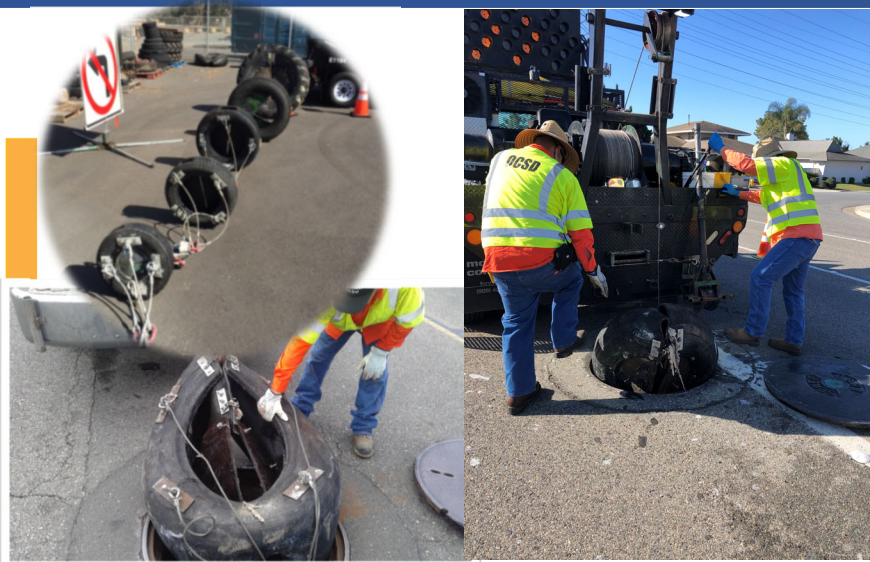
Mechanical Cleaning - Tire



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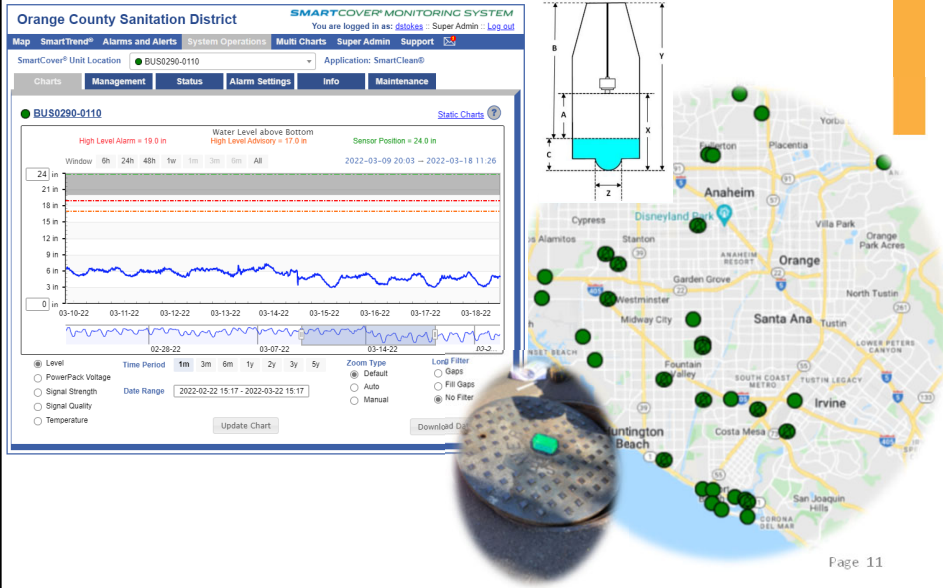
Mechanical Cleaning - Tire



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Technology Adoption



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Pressure Systems

- Old vs. New
- Small vs. Large



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Pump Station Maintenance



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Our Goal - Prevent Sewer Spills

- OC San relevant standard – 2.1 sewer spills per 100 miles.
- Collections' goal – 0 spills



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Pee, Poop, & Paper



**Know what should go
down the drain that
is sewer safe**

*It's simple, the toilet is only meant to flush
the three P's—pee, poop and paper.*

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Pump Station Resiliency

- Bypass pumping
 - Emergency response
 - Critical maintenance
 - Assessments
- Bypass pumping design
 - Unique to each station
 - Agile and quick assembly



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Underground Line Locating

- State enforcement
- Damage prevention
- Other entity request
- Centralized system through state:
Dig-Alert system
- Field locating and marking



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Regional Odor Control

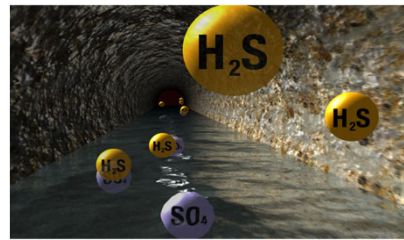
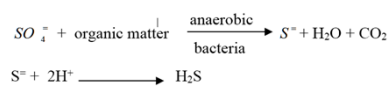


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Odor Control Chemicals

- Magnesium Hydroxide
 - Raises pH to keep HS^- in solution
- Ferrous Chloride (Ferric Salts)
 - Oxidize sulfide to sulfur
 - Precipitates sulfide as ferric sulfide
- Calcium Nitrate (Bioxide)
 - Naturally occurring bacteria biochemically oxidize dissolved sulfide in the presence of nitrate
- Sodium Hydroxide
 - Sloughs off slime layer



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Regional Odor Control Efforts

- Proactive outreach
- Investigate
- GIS tracking of “Hot Spots”
- Received AAEEES award and patent for approach

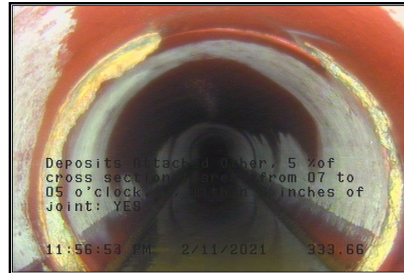


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CCTV

- Asset inspection
- Structural degradation and cleaning
- Project scoping
- Spill prevention



Distance	Fault Observation	Picture
74.6	Roots Medium Joint Position: 7 To 1 Severity: None Percent: 10 Joint Maint Weight: 3	

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Team-work & Coordination

- Coordinate efforts
- Assist when a crisis arises
- Assist with special needs



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Questions



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ORANGE COUNTY SANITATION DISTRICT COMMON ACRONYMS

ACWA	Association of California Water Agencies	LOS	Level Of Service	RFP	Request For Proposal
APWA	American Public Works Association	MGD	Million Gallons Per Day	RWQCB	Regional Water Quality Control Board
AQMD	Air Quality Management District	MOU	Memorandum of Understanding	SARFPA	Santa Ana River Flood Protection Agency
ASCE	American Society of Civil Engineers	NACWA	National Association of Clean Water Agencies	SARI	Santa Ana River Interceptor
BOD	Biochemical Oxygen Demand	NEPA	National Environmental Policy Act	SARWQCB	Santa Ana Regional Water Quality Control Board
CARB	California Air Resources Board	NGOs	Non-Governmental Organizations	SAWPA	Santa Ana Watershed Project Authority
CASA	California Association of Sanitation Agencies	NPDES	National Pollutant Discharge Elimination System	SCADA	Supervisory Control And Data Acquisition
CCTV	Closed Circuit Television	NWRI	National Water Research Institute	SCAP	Southern California Alliance of Publicly Owned Treatment Works
CEQA	California Environmental Quality Act	O & M	Operations & Maintenance	SCAQMD	South Coast Air Quality Management District
CIP	Capital Improvement Program	OCCOG	Orange County Council of Governments	SOCWA	South Orange County Wastewater Authority
CRWQCB	California Regional Water Quality Control Board	OCHCA	Orange County Health Care Agency	SRF	Clean Water State Revolving Fund
CWA	Clean Water Act	OCSD	Orange County Sanitation District	SSMP	Sewer System Management Plan
CWEA	California Water Environment Association	OCWD	Orange County Water District	SSO	Sanitary Sewer Overflow
EIR	Environmental Impact Report	OOBS	Ocean Outfall Booster Station	SWRCB	State Water Resources Control Board
EMT	Executive Management Team	OSHA	Occupational Safety and Health Administration	TDS	Total Dissolved Solids
EPA	US Environmental Protection Agency	PCSA	Professional Consultant/Construction Services Agreement	TMDL	Total Maximum Daily Load
FOG	Fats, Oils, and Grease	PDSA	Professional Design Services Agreement	TSS	Total Suspended Solids
gpd	gallons per day	PFAS	Per- and Polyfluoroalkyl Substances	WDR	Waste Discharge Requirements
GWRS	Groundwater Replenishment System	PFOA	Perfluorooctanoic Acid	WEF	Water Environment Federation
ICS	Incident Command System	PFOS	Perfluorooctanesulfonic Acid	WERF	Water Environment & Reuse Foundation
IERP	Integrated Emergency Response Plan	POTW	Publicly Owned Treatment Works	WIFIA	Water Infrastructure Finance and Innovation Act
JPA	Joint Powers Authority	ppm	parts per million	WIIN	Water Infrastructure Improvements for the Nation Act
LAFCO	Local Agency Formation Commission	PSA	Professional Services Agreement	WRDA	Water Resources Development Act

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

ACTIVATED SLUDGE PROCESS – A secondary biological wastewater treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen and consume dissolved nutrients in the wastewater.

BENTHOS – The community of organisms, such as sea stars, worms, and shrimp, which live on, in, or near the seabed, also known as the benthic zone.

BIOCHEMICAL OXYGEN DEMAND (BOD) – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

BIOGAS – A gas that is produced by the action of anaerobic bacteria on organic waste matter in a digester tank that can be used as a fuel.

BIOSOLIDS – Biosolids are nutrient rich organic and highly treated solid materials produced by the wastewater treatment process. This high-quality product can be recycled as a soil amendment on farmland or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

CAPITAL IMPROVEMENT PROGRAM (CIP) – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

COLIFORM BACTERIA – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere, used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

COLLECTIONS SYSTEM – In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

CERTIFICATE OF PARTICIPATION (COP) – A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

CONTAMINANTS OF POTENTIAL CONCERN (CPC) – Pharmaceuticals, hormones, and other organic wastewater contaminants.

DILUTION TO THRESHOLD (D/T) – The dilution at which the majority of people detect the odor becomes the D/T for that air sample.

GREENHOUSE GASES (GHG) – In the order of relative abundance water vapor, carbon dioxide, methane, nitrous oxide, and ozone gases that are considered the cause of global warming ("greenhouse effect").

GROUNDWATER REPLENISHMENT SYSTEM (GWRS) – A joint water reclamation project that proactively responds to Southern California's current and future water needs. This joint project between the Orange County Water District and OCSD provides 70 million gallons per day of drinking quality water to replenish the local groundwater supply.

LEVEL OF SERVICE (LOS) – Goals to support environmental and public expectations for performance.

N-NITROSODIMETHYLAMINE (NDMA) – A N-nitrosamine suspected cancer-causing agent. It has been found in the GWRS process and is eliminated using hydrogen peroxide with extra ultra-violet treatment.

NATIONAL BIOSOLIDS PARTNERSHIP (NBP) – An alliance of the NACWA and WEF, with advisory support from the EPA. NBP is committed to developing and advancing environmentally sound and sustainable biosolids management practices that go beyond regulatory compliance and promote public participation to enhance the credibility of local agency biosolids programs and improved communications that lead to public acceptance.

PER- AND POLYFLUOROALKYL SUBSTANCES (PFAS) – A large group (over 6,000) of human-made compounds that are resistant to heat, water, and oil and used for a variety of applications including firefighting foam, stain and water-resistant clothing, cosmetics, and food packaging. Two PFAS compounds, perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA) have been the focus of increasing regulatory scrutiny in drinking water and may result in adverse health effects including developmental effects to fetuses during pregnancy, cancer, liver damage, immunosuppression, thyroid effects, and other effects.

PERFLUOROOCTANOIC ACID (PFOA) – An ingredient for several industrial applications including carpeting, upholstery, apparel, floor wax, textiles, sealants, food packaging, and cookware (Teflon).

PERFLUOROOCTANESULFONIC ACID (PFOS) – A key ingredient in Scotchgard, a fabric protector made by 3M, and used in numerous stain repellents.

PLUME – A visible or measurable concentration of discharge from a stationary source or fixed facility.

PUBLICLY OWNED TREATMENT WORKS (POTW) – A municipal wastewater treatment plant.

SANTA ANA RIVER INTERCEPTOR (SARI) LINE – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the ocean for disposal, after treatment.

SANITARY SEWER – Separate sewer systems specifically for the carrying of domestic and industrial wastewater.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD) – Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

SECONDARY TREATMENT – Biological wastewater treatment, particularly the activated sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

SLUDGE – Untreated solid material created by the treatment of wastewater.

TOTAL SUSPENDED SOLIDS (TSS) – The amount of solids floating and in suspension in wastewater.

ORANGE COUNTY SANITATION DISTRICT GLOSSARY OF TERMS

TRICKLING FILTER – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in wastewater as it trickles over them.

URBAN RUNOFF – Water from city streets and domestic properties that carry pollutants into the storm drains, rivers, lakes, and oceans.

WASTEWATER – Any water that enters the sanitary sewer.

WATERSHED – A land area from which water drains to a particular water body. OCSD's service area is in the Santa Ana River Watershed.