

**Agreement Between the Orange County Sanitation District and  
Southern California Coastal Water Research Project  
Regarding Ocean Outfall Plume Modeling**

This agreement for the services to Orange County Sanitation District (“OCSD”) by Southern California Coastal Water Research Project (“SCCWRP”) for Ocean Outfall Plume Modeling, dated October 24, 2018 (“Agreement”) is entered into by OCSD and SCCWRP on the terms described below. OCSD and SCCWRP are referred to individually as a “Party” and collectively as “Parties”.

Recitals

- A. OCSD requires the services of SCCWRP to model OCSD’s ocean outfall plume, to provide environmental assessments of OCSD’s existing and post-GWRS Final Expansion discharges, which assists to ensure compliance with Ocean Plan standards.
- B. Per the Regional Water Quality Control Board OCSD is required to participate in Bight’ 13, a large co-operative regional monitoring component, as a condition to OCSD’s NPDES ocean discharge permit.
- C. A coupled physical-biogeochemical model (ROMS-BEC) will be used by SCCWRP in this process. No other system exists for Bight’ 13 that can perform the level of resolution needed for OCSD staff and managers and local, state, and federal environmental managers to evaluate OCSD’s existing and future ocean discharges to optimize OCSD’s monitoring program in future permit renewal cycles.
- D. SCCWRP is the lead agency, funded by the state and federal governments, which has developed and applied ROMS-BEC to model present conditions and predict future conditions including investigations on the effect of anthropogenic nutrient inputs on ocean water quality.
- E. Contracting with SCCWRP provides OCSD with the opportunity to leverage outside funds exceeding \$4 million and create focused modeling to provide additional context and support for environmental impact assessment that will be readily accepted at both the state and federal level.

Agreement

Therefore, OCSD and SCCWRP agree as follows:

- 1. Over the course of the next three years, SCCWRP will complete the following scope of work:
  - (a) Validate ROMs-BED simulations of the OCSD modified outfall against available observations and conduct a model ensemble comparison with the RSB model.

- (b) Utilize the validated ROMs-BEC model to quantify the environmental impacts of the GWRs Final Expansion and investigate how the design and operation mitigates the degree of impact of the resulting wastewater plume.
  - (c) Synthesize the findings in a draft and final report, including recommendations for a suite of monitoring elements to assess environmental impact of the effluent plume.
- 2. Compensation under this agreement shall not exceed Two Hundred and Forty-Eight Thousand and 00/00 Dollars (\$248,000).
- 3. The term of this agreement shall be from the date OCSD issues a notice to proceed to SCCWRP and continue for a period of up to three (3) years unless sooner terminated.
- 4. Insurance.
  - a. General Provisions. SCCWRP shall purchase and maintain, for the duration of the Agreement, insurance against claims for injuries to persons, or damages to property which may arise from or in connection with the services which will be performed under this Agreement by SCCWRP, its agents, representatives, employees, and/or subcontractors, in amounts equal to the requirements set forth below. SCCWRP shall not commence or continue its services under this Agreement until all insurance required under this Section is obtained in a form acceptable to OCSD. SCCWRP shall maintain all of the foregoing insurance coverages in force until this Agreement is terminated. The requirement for carrying the foregoing insurance shall not derogate from the SCCWRP's indemnification obligations. Notwithstanding nor diminishing the obligations of SCCWRP with respect to the foregoing, SCCWRP shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified. OCSD reserves the right to amend the required limits of insurance commensurate with SCCWRP's risk at any time.
  - b. Worker's Compensation. SCCWRP shall provide such Worker's Compensation Insurance as required by the Labor Code of the State of California, including employer's liability with a statutory minimum limit of One Million (\$1,000,000) Dollars per accident for bodily injury or disease. Such Worker's Compensation Insurance shall be endorsed to provide for a waiver of subrogation against OCSD.
  - c. General Liability. SCCWRP shall maintain in full force and effect, throughout the term of this Agreement, standard industry form insurance coverage in an amount of not less than one million (\$2,000,000) dollars per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance, or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

- d. Errors and Omissions. SCCWRP shall maintain in full force and effect, throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than one million (\$1,000,000) dollars per claim or occurrence. If the policy of insurance is written on a “claims made” basis, said policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of five (5) years from the date of the completion of the services hereunder.

In the event of termination of said policy during this period, SCCWRP shall obtain continuing insurance coverage for the prior acts or omissions of SCCWRP during the course of performing services under the terms of this Agreement. Said coverage shall be evidenced by either a new policy evidencing no gap in coverage or by obtaining separate extended “tail” coverage with the present or new carrier.

In the event the present policy of insurance is written on an “occurrence” basis, said policy shall be continued in full force and effect during the term of this Agreement, or until completion of the services provided for in this Agreement, whichever is later. In the event of termination of said policy during this period, new coverage shall be obtained for the required period to insure for the prior acts of SCCWRP during the course of performing services under the terms of this Agreement.

- e. Additional Insurance Requirements.

(i) Certificates of Insurance. SCCWRP shall provide to OCSD a certificate of insurance in a form acceptable to OCSD indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term.

(ii) Notice of Cancellation/Termination of Insurance. The above policy/policies of insurance shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days’ written notice is given to OCSD, except that ten (10) days’ notice shall be given if there is a cancellation due to failure to pay a premium.

(iii) Proof of Insurance Requirements. SCCWRP shall submit the certificate of insurance, including the deductible or self-retention amount, to OCSD's Insurance Administrator for certification that the insurance requirements of this Agreement have been satisfied prior to commencement of any work under this Agreement.

5. Indemnification.

SCCWRP 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 SCCWRP's services under this Agreement, or by its subcontractor or by anyone directly or indirectly employed by SCCWRP, 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 OCSD, SCCWRP shall indemnify, protect, defend and hold harmless OCSD, 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 SCCWRP's performance under the Agreement, and/or (b) on account of use of 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 goods and services provided under this Agreement. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of SCCWRP or anyone employed by or working under SCCWRP. To the maximum extent permitted by law, SCCWRP'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. SCCWRP agrees to provide this defense immediately upon written notice from OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD. This section shall survive the expiration or early termination of the Agreement.

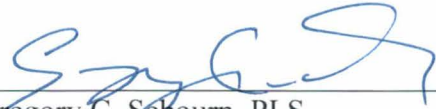
6. This Agreement may be terminated by either party at any time for any reason or no reason without penalty with a minimum of 3 months' notice. If SCCWRP terminates the Agreement it is anticipated that it would take OCSD at least this time period to make alternative arrangements.
7. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OCSD and SCCWRP.
8. The relationship of SCCWRP to OCSD is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these Parties have executed this Agreement on the day and year shown below.

**ORANGE COUNTY SANITATION DISTRICT**


Date: 10/24/2018

By:   
Gregory C. Sebourn, PLS  
Board Chairman

ATTEST:

  
Kelly A. Lore, MMC  
Clerk of the Board

APPROVED AS TO FORM:

  
Bradley R. Hogin  
General Counsel

Date: 10/30/18, 2018

Southern California Coastal Water Research Project

By: 

Name: Stephen B. Weisberg, Ph.D.

Title: Executive Director

