



SPECIAL NOTICE
PUBLIC ATTENDANCE & PARTICIPATION AT PUBLIC MEETINGS
Board of Directors Meeting
Wednesday, April 24, 2024
6:00 p.m.

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.

IN-PERSON MEETING ATTENDANCE

You may attend the meeting in-person at the following location:

Orange County Sanitation District
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708

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: 607 123 650#

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 use *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.

WATCH THE MEETING ONLINE

The meeting will be available for online viewing at:

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

SUBMIT A COMMENT

You may 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.

For any questions and/or concerns, please contact the Clerk of the Board's office at 714-593-7433. Thank you for your interest in OC San!

April 17, 2024

NOTICE OF REGULAR MEETING

**BOARD OF DIRECTORS
ORANGE COUNTY SANITATION DISTRICT**

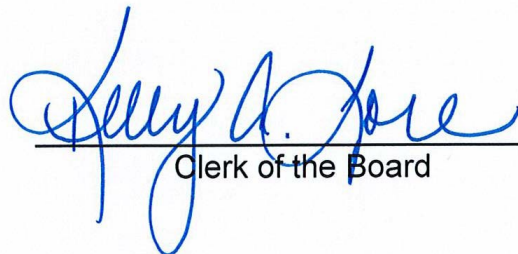
Wednesday, April 24, 2024 – 6:00 P.M.

Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708

ACCESSIBILITY FOR THE GENERAL PUBLIC

Your participation is always welcome. Specific information as to how to participate in this meeting is detailed on the Special Notice attached to this agenda. In general, OC San offers several ways in which to interact during this meeting: you may participate in person, 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 Board of Directors of the Orange County Sanitation District will be held at the above location and in the manner indicated on Wednesday, April 24, 2024 at 6:00 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

BOARD MEETING DATES

May 22, 2024

June 26, 2024

July 24, 2024

August 28, 2024

September 25, 2024

October 23, 2024

November 20, 2024 *

December 18, 2024 *

January 22, 2025

February 26, 2025

March 26, 2025

April 23, 2025

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

ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS
Complete Roster

Effective 01/23/2024

AGENCY/CITIES	ACTIVE DIRECTOR	ALTERNATE DIRECTOR
Anaheim	Stephen Faessel	Carlos A. Leon
Brea	Christine Marick	Cecilia Hupp
Buena Park	Joyce Ahn	Art Brown
Cypress	Scott Minikus	Bonnie Peat
Fountain Valley	Glenn Grandis	Ted Bui
Fullerton	Bruce Whitaker	Nick Dunlap
Garden Grove	Stephanie Klopfenstein	John O'Neill
Huntington Beach	Pat Burns	Gracey Van Der Mark
Irvine	Farrah N. Khan	Kathleen Treseder
La Habra	Rose Espinoza	Jose Medrano
La Palma	Debbie Baker	Mark I. Waldman
Los Alamitos	Jordan Nefulda	Shelley Hasselbrink
Newport Beach	Brad Avery	Erik Weigand
Orange	Jon Dumitru	John Gyllenhammer
Placentia	Chad Wanke	Ward Smith
Santa Ana	Johnathan Ryan Hernandez	Benjamin Vazquez
Seal Beach	Schelly Sustarsic	Lisa Landau
Stanton	David Shawver	Carol Warren
Tustin	Ryan Gallagher	Austin Lumbard
Villa Park	Robbie Pitts	Jordan Wu

Sanitary/Water Districts

Costa Mesa Sanitary District	Bob Ooten	Art Perry
Midway City Sanitary District	Andrew Nguyen	Tyler Diep
Irvine Ranch Water District	John Withers	Douglas Reinhart
Yorba Linda Water District	Phil Hawkins	Tom Lindsey

County Areas

Board of Supervisors	Doug Chaffee	Donald P. Wagner
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BOARD OF DIRECTORS
Regular Meeting Agenda
Wednesday, April 24, 2024 - 6:00 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 RECORDING: A 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: Rob Thompson, rthompson@ocsan.gov / (714) 593-7110
Asst. General Manager: Lorenzo Tyner, ltyner@ocsan.gov / (714) 593-7550
Director of Engineering: Mike Dorman, mdorman@ocsan.gov / (714) 593-7014
Director of Environmental Services: Lan Wiborg, lwiborg@ocsan.gov / (714) 593-7450
Director of Finance: Wally Ritchie, writchie@ocsan.gov / (714) 593-7570
Director of Human Resources: Laura Maravilla, lmavilla@ocsan.gov / (714) 593-7007
Director of Operations & Maintenance: Riaz Moinuddin, rmoinuddin@ocsan.gov / (714) 593-7269

CALL TO ORDER

Board Chairman Chad Wanke

INVOCATION AND PLEDGE OF ALLEGIANCE

Board Vice-Chairman Ryan Gallagher, City of Tustin

ROLL CALL AND DECLARATION OF QUORUM

Clerk of the Board

PUBLIC COMMENTS:

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SPECIAL PRESENTATIONS:**1. EMPLOYEE SERVICE AWARDS**[2024-3558](#)**30-year Service Awards**

Cynthia "Cindy" Ferry, Administrative Assistant - Division 840

Mark Kawamoto, Environmental Protection Manager - Division 620

Paul Spasoff, Office Assistant - Division 620

20-year Service Awards

Jacob Dalgoff, Senior Engineer - Division 750

Robert "Rob" Michaels, Information Technology Manager - Division 250

Johnny Rocha, Operations Supervisor - Division 830

Originator: Kelly Lore

2. WASTEWATER 101 CITIZENS ACADEMY GRADUATION[2024-3461](#)**RECOMMENDATION:**

Recognize the graduates from the Wastewater 101 Citizens Academy.

Originator: Kelly Lore

REPORTS:

The Board 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 Board of Directors, after one motion, without discussion. Any items withdrawn from the Consent Calendar for separate discussion will be considered in the regular order of business.

3. APPROVAL OF MINUTES**[2024-3559](#)****RECOMMENDATION:**

Approve minutes of the Regular meeting of the Board of Directors held March 27, 2024.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[03-27-2024 Board of Directors Meeting Minutes](#)

RECEIVE AND FILE:**4. COMMITTEE MEETING MINUTES****[2024-3476](#)**

RECOMMENDATION: Receive and file the following:

- A. Minutes of the GWRS Steering Committee Meeting held January 8, 2024
- B. Minutes of the Steering Committee Meeting held February 28, 2024
- C. Minutes of the Operations Committee Meeting held March 6, 2024
- D. Minutes of the Administration Committee Meeting held March 13, 2024

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[01-08-2024 GWRS Steering Committee Minutes](#)
[02-28-2024 Steering Committee Minutes](#)
[03-06-2024 Operations Committee Minutes](#)
[03-13-2024 Administration Committee Minutes](#)

5. REPORT OF THE INVESTMENT TRANSACTIONS FOR THE MONTH OF MARCH 2024**[2024-3426](#)**

RECOMMENDATION: Receive and file the following:

Report of the Investment Transactions for the month of March 2024.

Originator: Wally Ritchie

Attachments: [Agenda Report](#)
[Report of the Investment Transactions - March 2024](#)

OPERATIONS COMMITTEE:**6. REFURBISHMENT OF COMBINATION SEWER CLEANING TRUCK [2024-3554](#)****RECOMMENDATION:**

- A. Approve a Sole Source Purchase Order to Haaker Equipment Company to refurbish one Combination Sewer Cleaning Truck for a total amount not to exceed \$300,320; and
- B. Approve a contingency of \$45,048 (15%).

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)

7. POWER BUILDINGS 7 AND 8 HVAC REPLACEMENT AT PLANT NO. 1, PROJECT NO. FE23-08 [2024-3555](#)**RECOMMENDATION:**

- A. Approve a Purchase Order and a Master Turnkey Agreement with Trane U.S. Inc. for the Power Buildings 7 and 8 HVAC Replacement at Plant No. 1, Project No. FE23-08, utilizing the OMNIA Partners Cooperative Purchasing Agreement, Contract No. 3341, for a total amount not to exceed \$687,708; and
- B. Approve a contingency of \$34,386 (5%).

Originator: Riaz Moinuddin

Attachments: [Agenda Report](#)
[Master Turnkey Agreement](#)

8. DIGESTER GAS COMPRESSOR DRYER REPLACEMENTS AT PLANT NO. 1 AND PLANT NO. 2, PROJECT NO. FE23-01 [2024-3556](#)**RECOMMENDATION:**

- A. Approve a Services Contract to Innovative Construction Solutions for Specification No. S-2023-1432BD Digester Gas Compressor Dryer Replacements at Plant No. 1 and Plant No. 2, Project No. FE23-01, for a total amount not to exceed \$5,942,500; and
- B. Approve a contingency of \$594,250 (10%).

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[Services Contract-Innovative Construction Solutions](#)
[FE23-01 Supplemental Attachment](#)

9. LOS ALAMITOS SUB-TRUNK AND WESTSIDE RELIEF INTERCEPTOR REHABILITATION, PROJECT NO. 3-64C [2024-3557](#)

RECOMMENDATION:

Approve an agreement with Forest Lawn Memorial-Park Association for construction access and staging, sewer installation, and pavement rehabilitation in coordination with the Los Alamitos Sub-Trunk and Westside Relief Interceptor Rehabilitation, Project No. 3-64C for an amount payable to Orange County Sanitation District not to exceed \$813,000.

Originator: Mike Dorman

Attachments: [Agenda Report](#)
[Agreement](#)
[Presentation - Project No. 3-64C Forest Lawn Agreement](#)

ADMINISTRATION COMMITTEE:

10. PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR INDUSTRIAL HYGIENE SERVICES [2024-3574](#)

RECOMMENDATION:

- A. Approve a Professional Consultant Services Agreement for Arcadis U.S., Inc. to provide Industrial Hygiene Services, Specification No. S-2023-1441BD, for a total amount not to exceed \$443,157 for a one-year period beginning May 1, 2024 through April 30, 2025, with four one-year renewal options; and
- B. Approve an annual contingency of \$44,316 (10%).

Originator: Laura Maravilla

Attachments: [Agenda Report](#)
[Arcadis U.S., Inc. Professional Services Agreement](#)

11. UPDATE TO RECORDS MANAGEMENT PROGRAM PROCEDURES AND RECORDS RETENTION SCHEDULE RESOLUTION [2024-3575](#)

RECOMMENDATION:

Adopt Resolution No. OC SAN 24-02 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 23-21".

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[Resolution No. OC SAN 24-02](#)
[Procedure Manual Complete Redline 03-26-24](#)
[Records Retention Schedule Redline 2024-03-05](#)

12. SERVICE CONTRACT FOR SECURITY SERVICES [2024-3576](#)

RECOMMENDATION:

- A. Approve a General Services Contract for Universal Protection Service LP DBA Allied Universal Security Services (Allied Universal) to provide Security Services, Specification No. S-2023-1429BD, for a total annual amount not to exceed \$2,246,973 for the period beginning June 1, 2024, through May 31, 2025, with four one-year renewal options; and
- B. Approve an annual contingency of \$224,697 (10%) for the contract period and all remaining renewal periods.

Originator: Laura Maravilla

Attachments: [Agenda Report](#)
[General Services Contract](#)

STEERING COMMITTEE:

13. LEGISLATIVE AFFAIRS UPDATE FOR THE MONTH OF MARCH 2024 [2024-3587](#)

RECOMMENDATION:

Receive and file the Legislative Affairs Update for the month of March 2024.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[Federal Legislative Update](#)
[Federal Matrix](#)
[State Legislative Update](#)
[State Matrix](#)
[PFAS Cleanup Under CERCLA Letter of Concern](#)
[SB 1034 Letter of Support](#)
[AB 2626 Letter of Support](#)
[SB 1210 Letter of Oppose](#)
[AB 2515 Letter of Support](#)
[SB 1072 Letter of Support](#)

14. PUBLIC AFFAIRS UPDATE FOR THE MONTH OF MARCH 2024 [2024-3590](#)RECOMMENDATION:

Receive and file the Public Affairs Update for the month of March 2024.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[Outreach and Media Report - March 2024](#)

15. ORANGE COUNTY SANITATION DISTRICT'S MEMBERSHIPS AND AGREEMENTS [2024-3585](#)RECOMMENDATION:

Receive and file the Orange County Sanitation District's Memberships and Agreements list.

Originator: Rob Thompson

Attachments: [Agenda Report](#)
[OC San Memberships and Agreements](#)

NON-CONSENT:**16. PROPOSED ORDINANCE NO. OC SAN-59A AMENDING ORDINANCE NO. OC SAN- 59 TO CORRECT AN ERROR IN TABLE D** [2024-3577](#)RECOMMENDATION:

- A. Motion to read Ordinance No. OC SAN-59A by title only and waive reading of said entire Ordinance;
- B. Introduce Ordinance No. OC SAN-59A entitled, "An Ordinance of the Board of Directors of the Orange County Sanitation District, Amending Ordinance No. OC SAN-59 to correct an error in Table D";
- C. Set May 22, 2024, as the date of the Public Hearing to hear protests and for the second reading of Ordinance No. OC SAN-59A; and
- D. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

Originator: Wally Ritchie

Attachments: [Agenda Report](#)
[Proposed Ordinance No. OC SAN-59A](#)
[Ordinance No. OC SAN-59](#)

**17. PROPOSED ORDINANCE NO. OC SAN-60A AMENDING ORDINANCE [2024-3578](#)
NO. OC SAN- 60 TO CORRECT ERRORS IN TABLE F AND TABLE G****RECOMMENDATION:**

- A. Motion to read Ordinance No. OC SAN-60A by title only and waive reading of said entire Ordinance;
- B. Introduce Ordinance No. OC SAN-60A entitled, "An Ordinance of the Board of Directors of the Orange County Sanitation District, Amending Ordinance No. OC SAN-60 to correct errors in Table F and Table G";
- C. Set May 22, 2024 as the date of the Public Hearing to hear protests and for the second reading of Ordinance No. OC SAN-60A; and
- D. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

Originator: Wally Ritchie

Attachments: [Agenda Report](#)
[Proposed Ordinance No. OC SAN-60A](#)
[Ordinance No. OC SAN-60](#)

INFORMATION ITEMS:

None.

AB 1234 DISCLOSURE REPORTS:

This item allows Board members to provide a brief oral report regarding the disclosure of outside committees, conferences, training, seminars, etc. attended at the Agency's expense, per Government Code §53232.3(d).

- Report from Board Delegate - ISDOC
- Report from Board Delegate - NWRI
- Report from Board Delegate - OCCOG
- Report from Board Delegate - SARFPA
- Report from GWRS Steering Committee Member(s)
- Other

CLOSED SESSION:

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chairperson may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

CONVENE IN CLOSED SESSION.**CS-1 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2024-3584](#)**
GOVERNMENT CODE SECTION 54956.9(d)(1)

RECOMMENDATION: Convene in Closed Session:

Number of Potential Cases: 1

Orange County Sanitation District v. Robert M. Jackson, et al., Orange County Superior Court Case No. 30-2024-01379706-CU-OR-CJC.

Attachments: [Agenda Report](#)
[Board CS Memo re Robert Jackson 4-24-24](#)

CS-2 PUBLIC EMPLOYEE APPOINTMENT 54957(b)(1) [2024-3586](#)

RECOMMENDATION: Convene in Closed Session:

Public Employee Appointment

Number of Employees: 1

- General Counsel

Attachments: [Agenda Report](#)
[Board CS Memo re General Counsel Appointment 4-24-24](#)

CS-3 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2024-3591](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)

RECOMMENDATION: Convene in Closed Session:

Number of Cases: 1

Arlin Blazevic v. Orange County Sanitation District; Natasha Dubrovski; Lorenzo Tyner; and Does 1-100, inclusive, Superior Court of California, County of Orange, Case No. 30-2020-01149812-CU-WT-CJC.

Attachments: [Agenda Report](#)
[Board CS Memo re Blazevic Litigation 4-24-24](#)

RECONVENE IN REGULAR SESSION.**CONSIDERATION OF ACTION, IF ANY, ON MATTERS CONSIDERED IN CLOSED SESSION:****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 Board meeting until the Special Meeting of the Board of Directors on May 22, 2024 at 4:30 p.m at the Headquarters building located at 18480 Bandilier Circle, Fountain Valley, CA, 92708.



BOARD OF DIRECTORS

Agenda Report

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

File #: 2024-3559

Agenda Date: 4/24/2024

Agenda Item No: 3.

FROM: Robert Thompson, 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 Board of Directors held March 27, 2024.

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 22-37

ATTACHMENT

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

- March 27, 2024 Board of Directors meeting minutes

**ORANGE COUNTY SANITATION DISTRICT
BOARD OF DIRECTORS**

AND

**ORANGE COUNTY SANITATION DISTRICT
FINANCING CORPORATION
BOARD OF DIRECTORS**

MINUTES

MARCH 27, 2024



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

CALL TO ORDER

A regular meeting of the Board of Directors of the Orange County Sanitation District was called to order by Board Chairman Chad Wanke on Wednesday, March 27, 2024 at 6:00 p.m. in the Administration Building of the Orange County Sanitation District. Director David Shawver delivered the invocation and led the Pledge of Allegiance.

ROLL CALL AND DECLARATION OF QUORUM

The Clerk of the Board declared a quorum present as follows:

PRESENT: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

STAFF PRESENT: Rob Thompson, General Manager; Lorenzo Tyner, Assistant General Manager; Mike Dorman, Director of Engineering; Laura Maravilla, Director of Human Resources; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director of Finance; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Jennifer Cabral; Mortimer Caparas; Raul Cuellar; Thys DeVries; Martin Dix; Justin Fenton; Al Garcia; Marianne Kleine; Tina Knapp; Valerie Ratto; Perla Rodriguez; and Ruth Zintzun were present in the Board Room.

OTHERS PRESENT: Brad Hogin, General Counsel; Gary Weisberg, Associate Counsel; Lindsay Caro, Associate Counsel; Laura Drottz Kalty, Special Counsel, Liebert Cassidy Whitmore; Danielle Dychter, Special Counsel, Michael Sullivan & Associates LLP; and Kathleen and Clark Stephens were present in the Board Room.

PUBLIC COMMENTS:

Kathleen Stephens spoke in opposition of Item No. CS-3.

SPECIAL PRESENTATIONS:

None.

REPORTS:

General Manager Rob Thompson shared highlights of OC San's 2023 Safety Committee Annual Report where the following established goals had been completed: No OSHA citations or violations, 109 safety and health trainings, improved safety policies and procedures, conducting cyber security and tsunami exercises, response to the COVID-19 pandemic, and the Volunteer Protection Program application and action.

Mr. Thompson reported recent interviews including the podcast, "Let's Talk About Water"; and the April issue of Fountain Valley and Huntington Beach Living magazine were conducted.

Mr. Thompson reported that OC San and OCWD were the recipients of the 2024 Community Water Champion Award from WaterReuse Awards for Excellence for the Groundwater Replenishment System Final Expansion. The award recognizes utilizes and local government entities that ensure a safe, reliable, locally controlled water supply through the development of water recycling treatment facilities, infrastructure, or other water reuse projects.

Mr. Thompson stated that OC San participated in the Children's Water Festival at UCI, and had over 120 third, fourth, and fifth grade students run a relay and decide to place miscellaneous items in the trash vs. the toilet.

Mr. Thompson announced that the 70th Anniversary Open House on June 8th. A flyer was provided to the Board members and Mr. Thompson requested that they share the information with their communities.

Mr. Thompson introduced Director of Finance Wally Ritchie who announced that OC San had received two AAA bond ratings from Standard & Poor's and Fitch. He also stated that he expects OC San to receive the same from Moody's in the near future.

Chair Wanke reminded the Directors of their annual Form 700 Statement of Economic Interests filings are due to the Clerk of the Board by April 1, 2024.

Chair Wanke stated that the Directors would receive talking points regarding OC San activities to assist while reporting out to their councils, boards, and community groups.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES

[2024-3521](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve minutes of the Regular meeting of the Board of Directors held February 28, 2024.

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

2. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT [2024-3520](#)

Originator: Mike Dorman

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file the Engineering Program Contract Performance Report for the period ending December 31, 2023.

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

RECEIVE AND FILE:

3. COMMITTEE MEETING MINUTES [2024-3475](#)

Originator: Kelly Lore

WITHOUT OBJECTION ACTION TAKEN TO RECEIVE AND FILE THE FOLLOWING:

- A. Minutes of the Steering Committee Meeting held January 17, 2024
- B. Minutes of the Operations Committee Meeting held February 7, 2024
- C. Minutes of the Administration Committee Meeting held February 14, 2024

4. REPORT OF THE INVESTMENT TRANSACTIONS FOR THE MONTH OF FEBRUARY 2024 [2024-3425](#)

Originator: Wally Ritchie

WITHOUT OBJECTION ACTION TAKEN TO RECEIVE AND FILE THE FOLLOWING:

Report of the Investment Transactions for the month of February 2024.

OPERATIONS COMMITTEE:

5. NEWPORT BEACH PUMP STATION PRESSURIZATION IMPROVEMENTS, PROJECT NO. 5-68 [2024-3516](#)

Originator: Mike Dorman

MOVED, SECONDED, AND DULY CARRIED TO:

Approve a contingency increase of \$65,625 (7%) to the existing construction contract with Innovative Construction Solutions for Newport Beach Pump Station Pressurization Improvements, Project No. 5-68, for a total contract amount not to exceed \$937,500; and a total construction contingency of \$159,375 (17%).

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

6. PRIMARY EFFLUENT PUMP STATION PUMP #3 REBUILD AT PLANT NO. 1 [2024-3517](#)

Originator: Riaz Moinuddin

MOVED, SECONDED, AND DULY CARRIED TO:

A. Approve additional funds of \$244,601 to Sole Source Purchase Order 161427-OS, to DXP Enterprises, Inc. (formerly Cortech Engineering, Inc.), to rebuild Primary Effluent Pump Station Pump #3 at Plant No. 1, for a new total amount not to exceed \$322,061; and

B. Approve a contingency of \$32,206 (10%).

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

7. CENGEN PLANT WATER PIPE REPLACEMENT AT PLANT NO. 1, PROJECT NO. FE19-02 [2024-3518](#)

Originator: Mike Dorman

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Receive and file the Bid Tabulation and Recommendation for CenGen Plant Water Pipe Replacement at Plant No. 1, Project No. FE19-02;
- B. Award a Construction Contract to Innovative Construction Solutions for CenGen Plant Water Pipe Replacement at Plant No. 1, Project No. FE19-02, for a total amount not to exceed \$3,385,000; and
- C. Approve a contingency of \$338,500 (10%).

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

ADMINISTRATION COMMITTEE:

8. WASTEWATER REFUNDING REVENUE OBLIGATIONS, SERIES [2024-3534](#) 2024A

Originator: Wally Ritchie

MOVED, SECONDED, AND DULY CARRIED TO:

- A. Adopt Resolution No. OC SAN 24-01 entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District authorizing the execution and delivery by the District of an Installment Purchase Agreement, a Trust Agreement, a Continuing Disclosure Agreement and an Escrow Agreement in connection with the Orange County Sanitation District Wastewater Refunding Revenue Obligations, Series 2024A, authorizing the execution and delivery of such Revenue Obligations evidencing principal in an aggregate amount of not to exceed \$157,605,000, approving a Notice of Intention to Sell, authorizing the distribution of an Official Notice Inviting Bids and an Official Statement in connection with the offering and sale of such Revenue Obligations and authorizing the execution of necessary documents and related actions"; and
- B. That the Orange County Sanitation District Financing Corporation approve the documents supporting and authorizing the Revenue Obligations in an aggregate amount not to exceed \$157,605,000.

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

STEERING COMMITTEE:**9. PUBLIC AFFAIRS UPDATE FOR THE MONTH OF FEBRUARY 2024 [2024-3542](#)**

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file the Public Affairs Update for the month of February 2024.

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

10. LEGISLATIVE AFFAIRS UPDATE FOR THE MONTH OF FEBRUARY 2024 [2024-3543](#)

Originator: Rob Thompson

MOVED, SECONDED, AND DULY CARRIED TO:

Receive and file the Legislative Affairs Update for the month of February 2024.

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

Chair Wanke recessed the OC San Board of Directors Meeting at 6:18 p.m.

ORANGE COUNTY SANITATION DISTRICT FINANCING CORPORATION**CALL TO ORDER**

Chair Wanke called the Board of Directors, Orange County Sanitation District Financing Corporation meeting to order at 6:18 p.m.

ROLL CALL AND DECLARATION OF QUORUM

Kelly Lore, Secretary of the Financing Corporation announced that the members of the Orange County Sanitation District Board of Directors were each being compensated \$300.00 for the Board of Directors Meeting; and no additional compensation for the Financing Corporation Meeting.

The Secretary declared a quorum present as follows:

PRESENT: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

APPROVAL OF MINUTES**FC-1 APPROVAL OF MINUTES - ORANGE COUNTY SANITATION
DISTRICT FINANCING CORPORATION**[**2024-3539**](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular meeting of the Orange County Sanitation District Financing Corporation held June 28, 2023.

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

NON-CONSENT:**FC-2 WASTEWATER REFUNDING REVENUE OBLIGATIONS, SERIES 2024A**[2024-3508](#)**Originator:** Wally Ritchie

Mr. Ritchie provided a verbal overview of this item.

MOVED, SECONDED, AND DULY CARRIED TO:

Adopt Resolution No. FC-30 entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District Financing Corporation authorizing the execution and delivery by the Corporation of an Installment Purchase Agreement and a Trust Agreement in connection with the Orange County Sanitation District Wastewater Refunding Revenue Obligations, Series 2024A, authorizing the execution and delivery of such Revenue Obligations evidencing principal in an aggregate amount of not to exceed \$157,605,000 and authorizing the execution of necessary documents and related actions".

AYES: Joyce Ahn, Brad Avery, Debbie Baker, Pat Burns, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Stephanie Klopfenstein, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Schelly Sustarsic, Chad Wanke, Bruce Whitaker and John Withers

NOES: None

ABSENT: Doug Chaffee, Jon Dumitru, Johnathan Ryan Hernandez, Farrah Khan and Scott Minikus

ABSTENTIONS: None

Chair Wanke adjourned the meeting of the Board of Directors, Orange County Sanitation District Financing Corporation at 6:19 p.m.

Chair Wanke reconvened the Orange County Sanitation District Board of Directors meeting at 6:19 p.m.

NON-CONSENT:

None.

INFORMATION ITEMS:

None.

AB 1234 DISCLOSURE REPORTS:

Directors Stephen Faessel, Dave Shawver, and Pat Burns provided reports.

CLOSED SESSION:

CONVENED IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54957.6 & 54956.9(d)(1).

The Board convened in closed session at 6:20 p.m. Item No. CS-3 was not heard. Confidential minutes of the Closed Sessions have been prepared in accordance with the above Government Code Sections and are maintained by the Clerk of the Board in the Official Book of Confidential Minutes of Board and Committee Closed Session meetings.

**CS-1 CONFERENCE WITH LABOR NEGOTIATORS - GOVERNMENT [2024-3544](#)
CODE SECTION 54957.6**

CONVENED IN CLOSED SESSION:

Designated Representatives: General Manager Robert Thompson, Assistant General Manager Lorenzo Tyner, Director of Human Resources Laura Maravilla, and Chief Negotiator Laura Kalty.

Employee Organizations: (3)

International Union of Operating Engineers, Local 501; Orange County Employees Association; and the Supervisory and Professional Management Group.

**CS-2 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2024-3545](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)**

CONVENED IN CLOSED SESSION:

Number of Cases: 1

Gina A. Tetsch, Workers' Compensation Claim, Workers Compensation Appeals Board, Case No. ADJ11373743.

CS-3 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2024-3546](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)

DID NOT CONVENE IN CLOSED SESSION:

Number of Cases: 1

Orange County Sanitation District v. Robert M. Jackson, et al., Orange County Superior Court Case No. 30-2024-01379706-CU-OR-CJC.

RECONVENED IN REGULAR SESSION.

The Board reconvened in regular session at 6:33 p.m.

CONSIDERATION OF ACTION, IF ANY, ON MATTERS CONSIDERED IN CLOSED SESSION:

General Counsel Brad Hogin stated there was no reportable action.

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

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

At 6:33 p.m., Chair Wanke adjourned the meeting until the next Regular Meeting of the Board of Directors to be held on Wednesday, April 24, 2024 at 6:00 p.m.

Submitted by:

Kelly A. Lore, MMC
Clerk of the Board

File #: 2024-3476

Agenda Date: 4/24/2024

Agenda Item No: 4.

FROM: Robert Thompson, General Manager
Originator: Kelly A. Lore, Clerk of the Board

SUBJECT:

COMMITTEE MEETING MINUTES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Receive and file the following:

- A. Minutes of the GWRs Steering Committee Meeting held January 8, 2024
- B. Minutes of the Steering Committee Meeting held February 28, 2024
- C. Minutes of the Operations Committee Meeting held March 6, 2024
- D. Minutes of the Administration Committee Meeting held March 13, 2024

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 22-37

ADDITIONAL INFORMATION

The minutes of the Committee meetings are approved at their respective Committees and brought forth to the Board of Directors for receive and file only.

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 Monthly Committee Meetings

MINUTES OF THE MEETING
GROUNDWATER REPLENISHMENT SYSTEM STEERING COMMITTEE
Monday, January 8, 2024

OC San Director Wanke called the Groundwater Replenishment System Steering Committee meeting to order in the OCWD Boardroom. Public access was also provided via Zoom webinar. Following the Pledge of Allegiance to the flag, the Secretary called the roll and reported a quorum.

Committee Members

Chad Wanke
Cathy Green
Ryan Gallagher
Bruce Whitaker
David Shawver
Van Tran

Alternates

Roger Yoh
Bob Ooten
Dina Nguyen (absent)
Andrew Nguyen
Steve Sheldon (absent)
Pat Burns

OCWD Staff	OC SAN Staff
Mike Markus, Mehul Patel, Gina Ayala, Leticia Villarreal	Robert Thompson, Jennifer Cabral

• **Annual Reorganization of GWRS Steering Committee Officers**

GWRS Steering Committee member Ryan Gallagher stated the Steering Committee reorganizes on an annual basis. It was a consensus of the Committee members present to approve the following nomination:

- 2024 GWRS Steering Committee Chair – OCWD Director Bruce Whitaker
- 2024 GWRS Steering Committee Vice Chair – OC San Director Chad Wanke

Director Wanke conducted the remainder of the meeting.

CONSENT CALENDAR

The Consent Calendar was approved upon motion by Director Green, duly seconded and carried [6-0] as follows.

Yes – Wanke, Green, Gallagher, Whitaker, Shawver, Tran

1. **Minutes of Previous Meeting**

The minutes of the GWRS Steering Committee meeting held October 9, 2023, are approved as presented.

INFORMATIONAL ITEMS

2. GWRS Operations Update

Executive Director of Operations/GWRS Mehul Patel reported that the daily production for the quarter, October through December 2023, was 113 mgd. He stated the average production total for the reporting period was lower than normal due to two separate planned outages required for the final expansion Division of Drinking Water revised permit conditions. Mr. Patel reported that the fiscal year goal (July 1, 2023 to June 30, 2024) to date as of December 31, 2023 was 59,847 af which is 7,704 af below the target production. He advised that the shortfall is primarily due to an OC San construction project that limited feed water flows to GWRS during the last reporting period. He anticipates that GWRS production will remain near current levels in the fourth quarter of 2023.

3. Orange County Sanitation District Plant No 2 Salinity Investigation Update

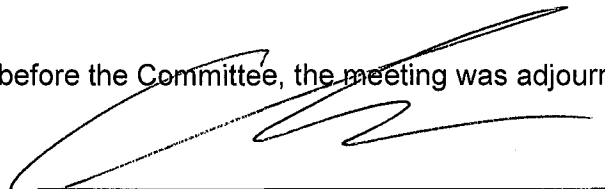
General Manager of OC San Rob Thompson provided an update. He shared since the previous update on the high salinity levels coming from Newport Beach and Huntington Beach. He reported a study was designed to find where the water was coming from. He stated these investigations identified the potential sources were the local sewers along the coastline. He advised that the local sewers are not owned or operated by OC San but by local cities or sanitation districts. Mr. Thompson stated OC San, OCWD and the City of Newport Beach will continue to investigate and work together to find potential remedies and noted that staff will continue to update the Committee at the next quarterly meeting.

4. GWRS Fourth Quarter Outreach Report (October - December)

Director of Public Affairs Gina Ayala reported that for the fourth quarter of 2023 GWRS tours continued to be active with a total of 30 tours conducted accounting for 600 guests. She stated that this amount was more than double that of the last quarter. She shared OCWD hosted the Groundwater Adventure Tour for the first time since 2019 and will continue to host on a yearly basis. She reported GWRS received 7 awards during the fourth quarter.

ADJOURNMENT

There being no further business to come before the Committee, the meeting was adjourned at 5:30 p.m.



OC San Director Chad Wanke, Vice-Chair



CALL TO ORDER

A regular meeting of the Steering Committee of the Orange County Sanitation District was called to order by Board Chairman Chad Wanke on Wednesday, February 28, 2024 at 5:01 p.m. in the Administration Building of the Orange County Sanitation District.

ROLL CALL AND DECLARATION OF QUORUM:

The Clerk of the Board declared a quorum present as follows:

PRESENT: Chad Wanke, Ryan Gallagher, Pat Burns, Jon Dumitru, Glenn Grandis and Christine Marick
ABSENT: John Withers

STAFF PRESENT: Rob Thompson, General Manager; Lorenzo Tyner, Assistant General Manager; Mike Dorman, Director of Engineering; Laura Maravilla, Director of Human Resources; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director of Finance; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Jennifer Cabral; Jackie Castro; Daisy Covarrubias; Raul Cuellar; Rob Michaels; Cindy Murra; Perla Rodriguez; and Ruth Zintzun were present in Conference Room A. Mo Abiodun was present telephonically.

OTHERS PRESENT: Brad Hugin, General Counsel; Gary Weisberg, Associate Counsel; Lindsay Caro, Associate Counsel; Alex Ackerman, Special Counsel, Alston & Bird LLP; and Matt Wickersham, Special Counsel, Alston & Bird LLP were present in Conference Room A. Erik Sapirstein, ENS Resources; and Cori Takkinen, Townsend Public Affairs, were present telephonically.

PUBLIC COMMENTS:

None.

REPORTS:

Chair Wanke and General Manager Rob Thompson did not provide reports.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES

[2024-3456](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve minutes of the Special meeting of the Steering Committee held January 17, 2024.

AYES: Chad Wanke, Ryan Gallagher, Pat Burns, Jon Dumitru, Glenn Grandis and Christine Marick

NOES: None

ABSENT: John Withers

ABSTENTIONS: None

2. PUBLIC AFFAIRS UPDATE FOR THE MONTH OF JANUARY 2024 [2024-3485](#)

Originator: Rob Thompson

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

Receive and file the Public Affairs Update for the month of January 2024.

AYES: Chad Wanke, Ryan Gallagher, Pat Burns, Jon Dumitru, Glenn Grandis and Christine Marick

NOES: None

ABSENT: John Withers

ABSTENTIONS: None

3. LEGISLATIVE AFFAIRS UPDATE FOR THE MONTH OF JANUARY 2024 [2024-3486](#)

Originator: Rob Thompson

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

Receive and file the Legislative Affairs Update for the month of January 2024.

AYES: Chad Wanke, Ryan Gallagher, Pat Burns, Jon Dumitru, Glenn Grandis and Christine Marick

NOES: None

ABSENT: John Withers

ABSTENTIONS: None

NON-CONSENT:

None.

INFORMATION ITEMS:

None.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:**CONVENED IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54956.9(d)(1), 54956.9(d)(4), and 54957(b)(1).**

The Committee convened in closed session at 5:02 p.m. Confidential minutes of the Closed Sessions have been prepared in accordance with the above Government Code Sections and are maintained by the Clerk of the Board in the Official Book of Confidential Minutes of Board and Committee Closed Session meetings.

**CS-1 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2024-3496](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)**

CONVENED IN CLOSED SESSION:

Number of Cases: 1

Thomas Solar Energy v. Orange County Sanitation District, Orange County Superior Court Case No. 30-2023-01337224.

**CS-2 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2024-3495](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)**

CONVENED IN CLOSED SESSION:

Number of Cases: 1

Klean Waters, Inc., et al. v. Orange County Sanitation District, United States District Court, Central District of California, Southern Division, Case No. 8:15-cv-00627.

**CS-3 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2024-3497](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)**

CONVENED IN CLOSED SESSION:

Number of Potential Cases: 1

Orange County Sanitation District v. Robert M. Jackson, et al., Orange County Superior Court Case No. 30-2024-01379706-CU-OR-CJC.

**CS-4 CONFERENCE WITH LEGAL COUNSEL RE ANTICIPATED
LITIGATION - GOVERNMENT CODE SECTION 54956.9(d)(4)**[2024-3458](#)

CONVENED IN CLOSED SESSION:

Number of Potential Cases: 1

Potential initiation of litigation regarding Miller-Holder Easement.

CS-5 PUBLIC EMPLOYEE PERFORMANCE EVALUATION 54957(b)(1)[2024-3457](#)

DID NOT CONVENE IN CLOSED SESSION:

Public Employee Performance Evaluation

Number of Employees: 1

- General Counsel

RECONVENED IN REGULAR SESSION.

The Committee reconvened in regular session at 5:55 p.m.

**CONSIDERATION OF ACTION, IF ANY, ON MATTERS CONSIDERED IN CLOSED
SESSION:**

General Counsel Brad Hogin did not provide a report.

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

None.

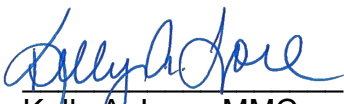
BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Chair Wanke declared the meeting adjourned at 5:56 p.m. to the next Regular Steering Committee meeting to be held on Wednesday, March 27, 2024 at 5:00 p.m.

Submitted by:



Kelly A. Lore, MMC
Clerk of the Board



CALL TO ORDER

A regular meeting of the Operations Committee of the Orange County Sanitation District was called to order by Committee Chairman Jon Dumitru on Wednesday, March 6, 2024 at 5:00 p.m. in the Administration Building of the Orange County Sanitation District. Director Doug Chaffee led the pledge of allegiance.

ROLL CALL AND DECLARATION OF QUORUM:

The Clerk of the Board declared a quorum present as follows:

PRESENT: Joyce Ahn, Debbie Baker, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Stephen Faessel, Phil Hawkins, Johnathan Ryan Hernandez, Stephanie Klopfenstein, Scott Minikus, Robert Ooten, Schelly Sustarsic and Bruce Whitaker

ABSENT: Chad Wanke

STAFF PRESENT: Rob Thompson, General Manager; Lorenzo Tyner, Assistant General Manager; Mike Dorman, Director of Engineering; Laura Maravilla, Director of Human Resources; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director of Finance; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Mo Abiodun; Daniel Berokoff; Jennifer Cabral; Tanya Chong; Rudy Davila; Thys DeVries; Martin Dix; Brian Engeln; Justin Fenton; Al Garcia; Marianne Klein; Tina Knapp; Giti Radvar; Valerie Ratto; Kevin Schuler; Eros Yong; and Ruth Zintzun were present in the Board Room.

OTHERS PRESENT: Omar Sandoval, Associate Counsel, and Jesus Gaona Perez were present in the Board Room.

PUBLIC COMMENTS:

None.

REPORTS:

Chair Dumitru did not provide a report.

General Manager Rob Thompson introduced Director of Engineering Mike Dorman who announced that Engineering Manager Eros Yong will be retiring and that Engineering Manager Martin Dix will assume the duties of the Project Management Office.

CONSENT CALENDAR:**1. APPROVAL OF MINUTES**[2024-3501](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve minutes of the Regular meeting of the Operations Committee held February 7, 2024.

AYES: Joyce Ahn, Debbie Baker, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Stephen Faessel, Phil Hawkins, Stephanie Klopfenstein, Scott Minikus, Robert Ooten, Schelly Sustarsic and Bruce Whitaker

NOES: None

ABSENT: Johnathan Ryan Hernandez and Chad Wanke

ABSTENTIONS: None

2. NEWPORT BEACH PUMP STATION PRESSURIZATION IMPROVEMENTS, PROJECT NO. 5-68[2024-3498](#)**Originator:** Mike Dorman

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

Approve a contingency increase of \$65,625 (7%) to the existing construction contract with Innovative Construction Solutions for Newport Beach Pump Station Pressurization Improvements, Project No. 5-68, for a total contract amount not to exceed \$937,500; and a total construction contingency of \$159,375 (17%).

AYES: Joyce Ahn, Debbie Baker, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Stephen Faessel, Phil Hawkins, Stephanie Klopfenstein, Scott Minikus, Robert Ooten, Schelly Sustarsic and Bruce Whitaker

NOES: None

ABSENT: Johnathan Ryan Hernandez and Chad Wanke

ABSTENTIONS: None

3. OVERHAUL ON THREE TURBOCHARGERS AT CENTRAL GENERATION ENGINES AT PLANT NO. 2[2024-3489](#)**Originator:** Riaz Moinuddin

MOVED, SECONDED, AND DULY CARRIED TO:

A. Approve a Sole Source Purchase Order to Cooper Machinery Services for a complete rebuild of three turbochargers for the Central Generation Engines at Plant No. 2 for a total amount not to exceed \$225,000, including applicable taxes and freight; and

B. Approve a contingency of \$22,500 (10%).

AYES: Joyce Ahn, Debbie Baker, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Stephen Faessel, Phil Hawkins, Stephanie Klopfenstein, Scott Minikus, Robert Ooten, Schelly Sustarsic and Bruce Whitaker

NOES: None

ABSENT: Johnathan Ryan Hernandez and Chad Wanke

ABSTENTIONS: None

4. PRIMARY EFFLUENT PUMP STATION PUMP #3 REBUILD AT PLANT NO. 1 [2024-3487](#)

Originator: Riaz Moinuddin

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

A. Approve additional funds of \$244,601 to Sole Source Purchase Order 161427-OS, to DXP Enterprises, Inc. (formerly Cortech Engineering, Inc.), to rebuild Primary Effluent Pump Station Pump #3 at Plant No. 1, for a new total amount not to exceed \$322,061; and

B. Approve a contingency of \$32,206 (10%).

AYES: Joyce Ahn, Debbie Baker, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Stephen Faessel, Phil Hawkins, Stephanie Klopfenstein, Scott Minikus, Robert Ooten, Schelly Sustarsic and Bruce Whitaker

NOES: None

ABSENT: Johnathan Ryan Hernandez and Chad Wanke

ABSTENTIONS: None

NON-CONSENT:

5. CENGEN PLANT WATER PIPE REPLACEMENT AT PLANT NO. 1, PROJECT NO. FE19-02 [2024-3500](#)

Originator: Mike Dorman

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

- A. Receive and file the Bid Tabulation and Recommendation for CenGen Plant Water Pipe Replacement at Plant No. 1, Project No. FE19-02;
- B. Award a Construction Contract to Innovative Construction Solutions for CenGen Plant Water Pipe Replacement at Plant No. 1, Project No. FE19-02, for a total amount not to exceed \$3,385,000; and
- C. Approve a contingency of \$338,500 (10%).

AYES: Joyce Ahn, Debbie Baker, Doug Chaffee, Jon Dumitru, Ryan Gallagher, Stephen Faessel, Phil Hawkins, Stephanie Klopfenstein, Scott Minikus, Robert Ooten, Schelly Sustarsic and Bruce Whitaker

NOES: None

ABSENT: Johnathan Ryan Hernandez and Chad Wanke

ABSTENTIONS: None

Director Johnathan Ryan Hernandez arrived at the meeting at 5:21 p.m.

6. ENGINEERING PROGRAM CONTRACT PERFORMANCE REPORT [2024-3408](#)

Originator: Mike Dorman

Mr. Dorman introduced Engineering Manager Martin Dix who provided a PowerPoint presentation regarding the Engineering Program Contract Performance Report which included an overview of the Capital Improvement Program, contract types, construction contracts, cumulative change order rates, engineering design and related services, master budget projects, supplemental engineering service contracts, programming professional service contracts, and on-call service agreements.

WITHOUT OBJECTION, ITEM WAS RECEIVED AND FILED.

Receive and file the Engineering Program Contract Performance Report for the period ending December 31, 2023.

INFORMATION ITEMS:

7. FY 2024-25 AND 2025-26 ORANGE COUNTY SANITATION DISTRICT BUDGET REVENUES AND RESERVES OVERVIEW [2024-3393](#)

Originator: Wally Ritchie

Director of Finance Wally Ritchie introduced the item and introduced Finance and Procurement Manager Ruth Zintzun who provided a PowerPoint presentation regarding the FY 2024-25 and FY 2025-26 revenues and reserves which included an overview of the four major revenue categories: fees and charges, general and other income, and debt financing. Ms. Zintzun also provided an overview of the reserve policy and key meeting dates.

ITEM RECEIVED AS AN:

Information Item.

DEPARTMENT HEAD REPORTS:

None.

CLOSED SESSION:

None.

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

In response to a question from Director Stephen Faessel, Mr. Thompson announced that OC San's 70th anniversary is in June 2024; and a Community Open House will be held on June 8, 2024 to celebrate the milestone.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

None.

ADJOURNMENT:

Chair Dumitru declared the meeting adjourned at 5:31 p.m. to the next Regular Operations Committee meeting to be held on Wednesday, April 3, 2024 at 5:00 p.m.

Submitted by:



Kelly A. Lore, MMC
Clerk of the Board



CALL TO ORDER

A regular meeting of the Administration Committee of the Orange County Sanitation District was called to order by Committee Chairwoman Christine Marick on Wednesday, March 13, 2024 at 5:00 p.m. in the Administration Building of the Orange County Sanitation District. Director Pat Burns led the pledge of allegiance.

ROLL CALL AND DECLARATION OF QUORUM:

The Clerk of the Board declared a quorum present as follows:

PRESENT: Pat Burns, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Farrah Khan, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke and John Withers

ABSENT: Brad Avery

STAFF PRESENT: Rob Thompson, General Manager; Lorenzo Tyner, Assistant General Manager; Mike Dorman, Director of Engineering; Laura Maravilla, Director of Human Resources; Riaz Moinuddin, Director of Operations and Maintenance; Wally Ritchie, Director of Finance; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Jennifer Cabral; Mortimer Caparas; Thys DeVries; Al Garcia; Tina Knapp; Rob Michaels; Perla Rodriguez; Thomas Vu; and Ruth Zintzun were present in the Board Room.

OTHERS PRESENT: Brad Hogin, General Counsel, was present in the Board Room.

PUBLIC COMMENTS:

None.

REPORTS:

Chair Marick and General Manager Rob Thompson did not provide a report.

CONSENT CALENDAR:

1. APPROVAL OF MINUTES

[**2024-3512**](#)

Originator: Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve minutes of the Regular meeting of the Administration Committee held February 14, 2024.

AYES: Pat Burns, Ryan Gallagher, Glenn Grandis, Farrah Khan, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke and John Withers
NOES: None
ABSENT: Brad Avery
ABSTENTIONS: Rose Espinoza

NON-CONSENT:

2. WASTEWATER REFUNDING REVENUE OBLIGATIONS, SERIES 2024A [2024-3423](#)

Originator: Wally Ritchie

Director of Finance Wally Ritchie provided a brief introduction to the item.

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

- A. Adopt Resolution No. OC SAN 24-XX entitled: "A Resolution of the Board of Directors of the Orange County Sanitation District authorizing the execution and delivery by the District of an Installment Purchase Agreement, a Trust Agreement, a Continuing Disclosure Agreement and an Escrow Agreement in connection with the Orange County Sanitation District Wastewater Refunding Revenue Obligations, Series 2024A, authorizing the execution and delivery of such Revenue Obligations evidencing principal in an aggregate amount of not to exceed \$157,605,000, approving a Notice of Intention to Sell, authorizing the distribution of an Official Notice Inviting Bids and an Official Statement in connection with the offering and sale of such Revenue Obligations and authorizing the execution of necessary documents and related actions"; and
- B. That the Orange County Sanitation District Financing Corporation approve the documents supporting and authorizing the Revenue Obligations in an aggregate amount not to exceed \$157,605,000.

AYES: Pat Burns, Rose Espinoza, Ryan Gallagher, Glenn Grandis, Farrah Khan, Christine Marick, Jordan Nefulda, Andrew Nguyen, Robbie Pitts, David Shawver, Chad Wanke and John Withers
NOES: None
ABSENT: Brad Avery
ABSTENTIONS: None

INFORMATION ITEMS:

3. FY 2024-25 AND 2025-26 ORANGE COUNTY SANITATION DISTRICT BUDGET REVENUES AND RESERVES OVERVIEW [2024-3378](#)

Originator: Wally Ritchie

Director of Finance Wally Ritchie introduced the item and introduced Finance and Procurement Manager Ruth Zintzun who provided a PowerPoint presentation regarding the FY 2024-25 and FY 2025-26 revenues and reserves which included an overview of the four major revenue categories: fees and charges, general and other income, and debt financing. Ms. Zintzun also provided an overview of the reserve policy and key meeting dates.

ITEM RECEIVED AS AN:

Information Item.

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 Marick declared the meeting adjourned at 5:09 p.m. to the next Regular Administration Committee meeting to be held on Wednesday, April 10, 2024 at 5:00 p.m.

Submitted by:


Kelly A. Lore, MMC
Clerk of the Board



BOARD OF DIRECTORS

Agenda Report

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

File #: 2024-3426

Agenda Date: 4/24/2024

Agenda Item No: 5.

FROM: Robert Thompson, General Manager
Originator: Wally Ritchie, Director of Finance

SUBJECT:

REPORT OF THE INVESTMENT TRANSACTIONS FOR THE MONTH OF MARCH 2024

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Receive and file the following:

Report of the Investment Transactions for the month of March 2024.

BACKGROUND

The CA Government Code requires that a monthly report of investment transactions be provided to the legislative body. Attached is the monthly report of investment transactions for the month ended March 31, 2024.

RELEVANT STANDARDS

- CA Government Code Section 53607

PRIOR COMMITTEE/BOARD ACTIONS

N/A

FINANCIAL CONSIDERATIONS

N/A

ATTACHMENT

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

- Report of the Investment Transactions - March 2024

U.S. Bank Pivot
Transaction History Without Totals
By Account Id, Post Date

Page: 1 of 19
Print Date: 04/01/2024 at 4:10:25 pm
Data From: 03/01/2024
Thru: 03/31/2024

Post Date	Trade Date	Settle Date	CUSIP Ticker SEDOL	Port P/I	Tran Type	Explanation	Units	Price	Comm	SEC Fee	Misc Fee	Net Cash Amount	Cost	Short Term Gain/Loss	Long Term Gain/Loss
6745046600			OCSD LIQUID OPERATING PORTFOLIO												
Account Beginning Cash							Principal Cash: -15,939,534.55			Income Cash: 15,939,534.55			Total Cash: 0.00		
03/01/2024			31846V567 FGZXX	I	310	INTEREST EARNED ON FIRST AM GOVT OB FD CL Z UNIT ON 0.0000 SHARES DUE 2/29/2024 INTEREST FROM 2/1/24 TO 2/29/24	.0000	.000000	.00	.00	.00	15,584.75	.00	.00	.00
03/04/2024	03/04/2024	03/04/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	15,584.7500	1.000000	.00	.00	.00	-15,584.75	15,584.75	.00	.00
03/05/2024	03/05/2024	03/05/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-1,096,761.1100	1.000000	.00	.00	.00	1,096,761.11	-1,096,761.11	.00	.00
03/05/2024	03/05/2024	03/05/2024	46640PCR2	P	10	PURCHASED PAR VALUE OF J P MORGAN SECS LLC C P 3/25/24 /JPMSUS3X JP MORGAN SEC NY/1,100,000 PAR VALUE AT 99.70555545 %	1,100,000.0000	.997056	.00	.00	.00	-1,096,761.11	1,096,761.11	.00	.00
03/06/2024	03/06/2024	03/06/2024	16677JCT1	P	10	PURCHASED PAR VALUE OF CHEVRON CORP DISC COML C P 3/27/24 /SBNYUS33 CITGROUP GBL MKTS NY/2,925,000 PAR VALUE AT 99.69024991 %	2,925,000.0000	.996903	.00	.00	.00	-2,915,939.81	2,915,939.81	.00	.00
03/06/2024	03/06/2024	03/06/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-5,052,686.1100	1.000000	.00	.00	.00	5,052,686.11	-5,052,686.11	.00	.00
03/06/2024	03/06/2024	03/06/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-4,786,103.5600	1.000000	.00	.00	.00	4,786,103.56	-4,786,103.56	.00	.00
03/06/2024		03/06/2024	459058GQ0	I	300	PAID ACCRUED INTEREST ON PURCHASE OF INTL BK M T N 2.500% 3/19/24	.0000	.000000	.00	.00	.00	-57,986.11	.00	.00	.00
03/06/2024	03/05/2024	03/06/2024	459058GQ0	P	10	PURCHASED PAR VALUE OF INTL BK M T N 2.500% 3/19/24 /WELLS FARGO SECURITIES, LLC/5,000,000 PAR VALUE AT 99.894 %	5,000,000.0000	.998940	.00	.00	.00	-4,994,700.00	4,994,700.00	.00	.00
03/06/2024	03/06/2024	03/06/2024	46590DCN8	P	10	PURCHASED PAR VALUE OF J P MORGAN SECS LLC 4 2 C P 3/22/24 /JPMSUS3X JP MORGAN SEC NY/925,000 PAR VALUE AT 99.76444432 %	925,000.0000	.997644	.00	.00	.00	-922,821.11	922,821.11	.00	.00
03/06/2024	03/06/2024	03/06/2024	46640PCR2	P	10	PURCHASED PAR VALUE OF J P MORGAN SECS LLC C P 3/25/24 /JPMSUS3X JP MORGAN SEC NY/950,000 PAR VALUE AT 99.72027789 %	950,000.0000	.997203	.00	.00	.00	-947,342.64	947,342.64	.00	.00
03/08/2024	03/08/2024	03/08/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-323,470.2300	1.000000	.00	.00	.00	323,470.23	-323,470.23	.00	.00
03/08/2024		03/08/2024	459058GQ0	I	300	PAID ACCRUED INTEREST ON PURCHASE OF INTL BK M T N 2.500% 3/19/24	.0000	.000000	.00	.00	.00	-3,755.56	.00	.00	.00
03/08/2024	03/07/2024	03/08/2024	459058GQ0	P	10	PURCHASED PAR VALUE OF INTL BK M T N 2.500% 3/19/24 /WELLS FARGO SECURITIES, LLC/320,000 PAR VALUE AT 99.91083437 %	320,000.0000	.999108	.00	.00	.00	-319,714.67	319,714.67	.00	.00
03/11/2024	03/11/2024	03/11/2024	313384UE7	P	10	PURCHASED PAR VALUE OF F H L B DISC NTS 3/12/24 /JPMSUS3X JP MORGAN SEC NY/250,000 PAR VALUE AT 99.985332 %	250,000.0000	.999853	.00	.00	.00	-249,963.33	249,963.33	.00	.00

U.S. Bank Pivot
Transaction History Without Totals
By Account Id, Post Date

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Print Date: 04/01/2024 at 4:10:25 pm
Data From: 03/01/2024
Thru: 03/31/2024

Post Date	Trade Date	Settle Date	CUSIP Ticker SEDOL	Port P/I	Tran Type	Explanation	Units	Price	Comm	SEC Fee	Misc Fee	Net Cash Amount	Cost	Short Term Gain/Loss	Long Term Gain/Loss
6745046600			OCSD LIQUID OPERATING PORTFOLIO												
03/11/2024	03/11/2024	03/11/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-249,963.3300	1.000000	.00	.00	.00	249,963.33	-249,963.33	.00	.00
03/12/2024	03/12/2024	03/12/2024	03785DCT1	P	10	PURCHASED PAR VALUE OF APPLE INC DISC COML C P 3/27/24 /MTGSUS6SFIC BOFA SECS NEW YORK/6,850,000 PAR VALUE AT 99.78041664 %	6,850,000.0000	.997804	.00	.00	.00	-6,834,958.54	6,834,958.54	.00	.00
03/12/2024			313384UE7	I	310	INTEREST EARNED ON F H L B DISC NTS 3/12/24 \$1 PV ON 250000.0000 SHARES DUE 3/12/2024 250,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	36.67	.00	.00	.00
03/12/2024	03/12/2024	03/12/2024	313384UE7	P	20	MATURED PAR VALUE OF F H L B DISC NTS 3/12/24 250,000 PAR VALUE AT 100 %	-250,000.0000	1.000000	.00	.00	.00	249,963.33	-249,963.33	.00	.00
03/12/2024	03/12/2024	03/12/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	7,750,000.0000	1.000000	.00	.00	.00	-7,750,000.00	7,750,000.00	.00	.00
03/12/2024	03/12/2024	03/12/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-7,733,236.0400	1.000000	.00	.00	.00	7,733,236.04	-7,733,236.04	.00	.00
03/12/2024	03/12/2024	03/12/2024	46590DCR9	P	10	PURCHASED PAR VALUE OF J P MORGAN SECS LLC C P 3/25/24 /JPMSUS3X JP MORGAN SEC NY/900,000 PAR VALUE AT 99.80861111 %	900,000.0000	.998086	.00	.00	.00	-898,277.50	898,277.50	.00	.00
03/12/2024			912797JH1	I	310	INTEREST EARNED ON U S TREASURY BILL 3/12/24 \$1 PV ON 7500000.0000 SHARES DUE 3/12/2024 7,500,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	112,677.71	.00	.00	.00
03/12/2024	03/12/2024	03/12/2024	912797JH1	P	20	MATURED PAR VALUE OF U S TREASURY BILL 3/12/24 7,500,000 PAR VALUE AT 100 %	-7,500,000.0000	1.000000	.00	.00	.00	7,387,322.29	-7,387,322.29	.00	.00
03/19/2024	03/19/2024	03/19/2024	313588UW3	P	10	PURCHASED PAR VALUE OF F N M A DISC NT 3/28/24 /UBSWUS33 UBS AG STAMFORD/2,700,000 PAR VALUE AT 99.8685 %	2,700,000.0000	.998685	.00	.00	.00	-2,696,449.50	2,696,449.50	.00	.00
03/19/2024	03/19/2024	03/19/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-5,327,682.4600	1.000000	.00	.00	.00	5,327,682.46	-5,327,682.46	.00	.00
03/19/2024	03/19/2024	03/19/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	5,320,000.0000	1.000000	.00	.00	.00	-5,320,000.00	5,320,000.00	.00	.00
03/19/2024	03/19/2024	03/19/2024	459058GQ0	P	20	MATURED PAR VALUE OF INTL BK M T N 2.500% 3/19/24 5,320,000 PAR VALUE AT 100 %	-5,320,000.0000	1.000000	.00	.00	.00	5,320,000.00	-5,314,414.67	5,585.33	.00
03/19/2024			459058GQ0	I	310	INTEREST EARNED ON INTL BK M T N 2.500% 3/19/24 \$1 PV ON 5320000.0000 SHARES DUE 3/19/2024	.0000	.000000	.00	.00	.00	66,500.00	.00	.00	.00
03/19/2024	03/19/2024	03/19/2024	46590DCN8	P	10	PURCHASED PAR VALUE OF J P MORGAN SECS LLC 4 2 C P 3/22/24 /JPMSUS3X JP MORGAN SEC NY/250,000 PAR VALUE AT 99.955584 %	250,000.0000	.999556	.00	.00	.00	-249,888.96	249,888.96	.00	.00
03/19/2024	03/19/2024	03/19/2024	93114ECR6	P	10	PURCHASED PAR VALUE OF WALMART INC DISC COML C P 3/25/24 /BARCUS3B BARCLAYS CAP WHIPPANY/2,450,000 PAR VALUE AT 99.912 %	2,450,000.0000	.999120	.00	.00	.00	-2,447,844.00	2,447,844.00	.00	.00

U.S. Bank Pivot
Transaction History Without Totals
By Account Id, Post Date

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Data From: 03/01/2024
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Post Date	Trade Date	Settle Date	CUSIP Ticker SEDOL	Port P/I	Tran Type	Explanation	Units	Price	Comm	SEC Fee	Misc Fee	Net Cash Amount	Cost	Short Term Gain/Loss	Long Term Gain/Loss
6745046600			OCS D LIQUID OPERATING PORTFOLIO												
03/21/2024	03/21/2024	03/21/2024	14912DCR8	P	10	PURCHASED PAR VALUE OF CATERPILLAR FINL SVCS C P 3/25/24 /BARCUS3B BARCLAYS CAP WHIPPANY/505,000 PAR VALUE AT 99.94111089 %	505,000.0000	.999411	.00	.00	.00	-504,702.61	504,702.61	.00	.00
03/21/2024	03/21/2024	03/21/2024	14912DCR8	P	10	PURCHASED PAR VALUE OF CATERPILLAR FINL SVCS C P 3/25/24 /JPMSUS3X JP MORGAN SEC NY/1,525,000 PAR VALUE AT 99.941 %	1,525,000.0000	.999410	.00	.00	.00	-1,524,100.25	1,524,100.25	.00	.00
03/21/2024		03/21/2024	3130ASDS5	I	300	PAID ACCRUED INTEREST ON PURCHASE OF F H L B DEB 2.750% 6/28/24	.0000	.000000	.00	.00	.00	-39,309.72	.00	.00	.00
03/21/2024	03/21/2024	03/21/2024	3130ASDS5	P	10	PURCHASED PAR VALUE OF F H L B DEB 2.750% 6/28/24 /WFSLS33 WELLS FARGO CHARL NC/6,200,000 PAR VALUE AT 99.285 %	6,200,000.0000	.992850	.00	.00	.00	-6,155,670.00	6,155,670.00	.00	.00
03/21/2024	03/21/2024	03/21/2024	313588XN0	P	10	PURCHASED PAR VALUE OF F N M A DISC NT 5/31/24 /UBSWUS33 UBS AG STAMFORD/1,710,000 PAR VALUE AT 98.96458304 %	1,710,000.0000	.989646	.00	.00	.00	-1,692,294.37	1,692,294.37	.00	.00
03/21/2024	03/21/2024	03/21/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-19,994,130.4600	1.000000	.00	.00	.00	19,994,130.46	-19,994,130.46	.00	.00
03/21/2024	03/21/2024	03/21/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	20,000,000.0000	1.000000	.00	.00	.00	-20,000,000.00	20,000,000.00	.00	.00
03/21/2024	03/21/2024	03/21/2024	59157TEX7	P	10	PURCHASED PAR VALUE OF METLIFE SHORT TERM FDG C P 5/31/24 /MTGSUS6SFIC BOFA SECS NEW YORK/6,650,000 PAR VALUE AT 98.95669444 %	6,650,000.0000	.989567	.00	.00	.00	-6,580,620.18	6,580,620.18	.00	.00
03/21/2024			912797LL9	I	310	INTEREST EARNED ON U S TREASURY BILL 3/21/24 \$1 PV ON 20000000.0000 SHARES DUE 3/21/2024 20,000,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	260,795.00	.00	.00	.00
03/21/2024	03/21/2024	03/21/2024	912797LL9	P	20	MATURED PAR VALUE OF U S TREASURY BILL 3/21/24 20,000,000 PAR VALUE AT 100 %	-20,000,000.0000	1.000000	.00	.00	.00	19,739,205.00	-19,739,205.00	.00	.00
03/21/2024	03/21/2024	03/21/2024	93114ECS4	P	10	PURCHASED PAR VALUE OF WALMART INC DISC COML C P 3/26/24 /MHSCUS33 MIZUHO SECS USA NY/3,500,000 PAR VALUE AT 99.92666657 %	3,500,000.0000	.999267	.00	.00	.00	-3,497,433.33	3,497,433.33	.00	.00
03/22/2024		03/22/2024	3130ASDS5	I	300	PAID ACCRUED INTEREST ON PURCHASE OF F H L B DEB 2.750% 6/28/24	.0000	.000000	.00	.00	.00	-7,539.58	.00	.00	.00
03/22/2024	03/22/2024	03/22/2024	3130ASDS5	P	10	PURCHASED PAR VALUE OF F H L B DEB 2.750% 6/28/24 /WFSLS33 WELLS FARGO CHARL NC/1,175,000 PAR VALUE AT 99.3 %	1,175,000.0000	.993000	.00	.00	.00	-1,166,775.00	1,166,775.00	.00	.00
03/22/2024	03/22/2024	03/22/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-1,174,314.5800	1.000000	.00	.00	.00	1,174,314.58	-1,174,314.58	.00	.00
03/22/2024	03/22/2024	03/22/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	1,175,000.0000	1.000000	.00	.00	.00	-1,175,000.00	1,175,000.00	.00	.00
03/22/2024			46590DCN8	I	310	INTEREST EARNED ON J P MORGAN SECS LLC 4 2 C P 3/22/24 \$1 PV ON 1175000.0000 SHARES DUE 3/22/2024 1,175,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	2,289.93	.00	.00	.00

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Transaction History Without Totals
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Data From: 03/01/2024
Thru: 03/31/2024

			CUSIP Ticker SEDOL	Port P/I	Tran Type	Explanation	Units	Price	Comm	SEC Fee	Misc Fee	Net Cash Amount	Cost	Short Term Gain/Loss	Long Term Gain/Loss
Post Date	Trade Date	Settle Date													
6745046600	OCS D LIQUID OPERATING PORTFOLIO														
03/22/2024	03/22/2024	03/22/2024	46590DCN8	P	20	MATURED PAR VALUE OF J P MORGAN SECS LLC 4 2 C P 3/22/24 1,175,000 PAR VALUE AT 100 %	-1,175,000.0000	1.000000	.00	.00	.00	1,172,710.07	-1,172,710.07	.00	.00
03/25/2024			14912DCR8	I	310	INTEREST EARNED ON CATERPILLAR FINL SVCS C P 3/25/24 \$1 PV ON 505000.0000 SHARES DUE 3/25/2024 505,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	297.39	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	14912DCR8	P	20	MATURED PAR VALUE OF CATERPILLAR FINL SVCS C P 3/25/24 505,000 PAR VALUE AT 100 %	-505,000.0000	1.000000	.00	.00	.00	504,702.61	-504,702.61	.00	.00
03/25/2024			14912DCR8	I	310	INTEREST EARNED ON CATERPILLAR FINL SVCS C P 3/25/24 \$1 PV ON 1525000.0000 SHARES DUE 3/25/2024 1,525,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	899.75	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	14912DCR8	P	20	MATURED PAR VALUE OF CATERPILLAR FINL SVCS C P 3/25/24 1,525,000 PAR VALUE AT 100 %	-1,525,000.0000	1.000000	.00	.00	.00	1,524,100.25	-1,524,100.25	.00	.00
03/25/2024	03/25/2024	03/25/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-7,143,426.4000	1.000000	.00	.00	.00	7,143,426.40	-7,143,426.40	.00	.00
03/25/2024	03/25/2024	03/25/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	7,430,000.0000	1.000000	.00	.00	.00	-7,430,000.00	7,430,000.00	.00	.00
03/25/2024			46590DCR9	I	310	INTEREST EARNED ON J P MORGAN SECS LLC C P 3/25/24 \$1 PV ON 900000.0000 SHARES DUE 3/25/2024 900,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	1,722.50	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	46590DCR9	P	20	MATURED PAR VALUE OF J P MORGAN SECS LLC C P 3/25/24 900,000 PAR VALUE AT 100 %	-900,000.0000	1.000000	.00	.00	.00	898,277.50	-898,277.50	.00	.00
03/25/2024			46640PCR2	I	310	INTEREST EARNED ON J P MORGAN SECS LLC C P 3/25/24 \$1 PV ON 2050000.0000 SHARES DUE 3/25/2024 2,050,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	5,896.25	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	46640PCR2	P	20	MATURED PAR VALUE OF J P MORGAN SECS LLC C P 3/25/24 2,050,000 PAR VALUE AT 100 %	-2,050,000.0000	1.000000	.00	.00	.00	2,044,103.75	-2,044,103.75	.00	.00
03/25/2024		03/25/2024	57629WDC1 MM00324	I	300	PAID ACCRUED INTEREST ON PURCHASE OF MASSMUTUAL MTN 5.72038% 4/12/24	.0000	.000000	.00	.00	.00	-57,768.09	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	57629WDC1 MM00324	P	10	PURCHASED PAR VALUE OF MASSMUTUAL MTN 5.72038% 4/12/24 /WFS LUS33 WELLS FARGO CHARL NC/5,000,000 PAR VALUE AT 100.012 %	5,000,000.0000	1.000120	.00	.00	.00	-5,000,600.00	5,000,600.00	.00	.00
03/25/2024	03/22/2024	03/25/2024	71708EDA0	P	10	PURCHASED PAR VALUE OF PFIZER INC DISC COML C P 4/10/24 /GOLDUS33 GOLDMAN SACHS NY/2,090,000 PAR VALUE AT 99.7635555 %	2,090,000.0000	.997636	.00	.00	.00	-2,085,058.31	2,085,058.31	.00	.00
03/25/2024			93114ECR6	I	310	INTEREST EARNED ON WALMART INC DISC COML C P 3/25/24 \$1 PV ON 2450000.0000 SHARES DUE 3/25/2024 2,450,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	2,156.00	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	93114ECR6	P	20	MATURED PAR VALUE OF WALMART INC DISC COML C P 3/25/24 2,450,000 PAR VALUE AT 100 %	-2,450,000.0000	1.000000	.00	.00	.00	2,447,844.00	-2,447,844.00	.00	.00

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Post Date	Trade Date	Settle Date													
6745046600			OCSD LIQUID OPERATING PORTFOLIO												
03/26/2024	03/25/2024	03/26/2024	19121ADS7	P	10	PURCHASED PAR VALUE OF COCA COLA CO DISC C P 4/26/24 /GOLDUS33 GOLDMAN SACHS NY/300,000 PAR VALUE AT 99.54189 %	300,000.0000	.995419	.00	.00	.00	-298,625.67	298,625.67	.00	.00
03/26/2024		03/26/2024	3130A1XJ2	I	300	PAID ACCRUED INTEREST ON PURCHASE OF F H L B 2.875% 6/14/24	.0000	.000000	.00	.00	.00	-12,422.40	.00	.00	.00
03/26/2024	03/26/2024	03/26/2024	3130A1XJ2	P	10	PURCHASED PAR VALUE OF F H L B 2.875% 6/14/24 /WFSLUS33 WELLS FARGO CHARL NC/1,525,000 PAR VALUE AT 99.442 %	1,525,000.0000	.994420	.00	.00	.00	-1,516,490.50	1,516,490.50	.00	.00
03/26/2024		03/26/2024	3130ASDS5	I	300	PAID ACCRUED INTEREST ON PURCHASE OF F H L B DEB 2.750% 6/28/24	.0000	.000000	.00	.00	.00	-84,868.06	.00	.00	.00
03/26/2024	03/25/2024	03/26/2024	3130ASDS5	P	10	PURCHASED PAR VALUE OF F H L B DEB 2.750% 6/28/24 /WFSLUS33 WELLS FARGO CHARL NC/12,625,000 PAR VALUE AT 99.327 %	12,625,000.0000	.993270	.00	.00	.00	-12,540,033.75	12,540,033.75	.00	.00
03/26/2024		03/26/2024	3133EKGD2	I	300	PAID ACCRUED INTEREST ON PURCHASE OF F F C B DEB 2.300% 4/05/24	.0000	.000000	.00	.00	.00	-7,035.70	.00	.00	.00
03/26/2024	03/26/2024	03/26/2024	3133EKGD2	P	10	PURCHASED PAR VALUE OF F F C B DEB 2.300% 4/05/24 /WFSLUS33 WELLS FARGO CHARL NC/644,000 PAR VALUE AT 99.90890062 %	644,000.0000	.999089	.00	.00	.00	-643,413.32	643,413.32	.00	.00
03/26/2024	03/26/2024	03/26/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	7,078,984.7400	1.000000	.00	.00	.00	-7,078,984.74	7,078,984.74	.00	.00
03/26/2024	03/26/2024	03/26/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-7,369,692.9400	1.000000	.00	.00	.00	7,369,692.94	-7,369,692.94	.00	.00
03/26/2024	03/25/2024	03/26/2024	47816FDC2	P	10	PURCHASED PAR VALUE OF JOHNSON JOHNSON DISC C P 4/12/24 /GOLDUS33 GOLDMAN SACHS NY/1,000,000 PAR VALUE AT 99.748778 %	1,000,000.0000	.997488	.00	.00	.00	-997,487.78	997,487.78	.00	.00
03/26/2024	03/26/2024	03/26/2024	71708EE68	P	10	PURCHASED PAR VALUE OF PFIZER INC DISC COML C P 5/06/24 /SBNYUS33 CITGROUP GBL MKTS NY/3,800,000 PAR VALUE AT 99.39525 %	3,800,000.0000	.993953	.00	.00	.00	-3,777,019.50	3,777,019.50	.00	.00
03/26/2024			912797JK4	I	310	INTEREST EARNED ON U S TREASURY BILL 3/26/24 \$1 PV ON 17500000.0000 SHARES DUE 3/26/2024 17,500,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	208,018.78	.00	.00	.00
03/26/2024	03/26/2024	03/26/2024	912797JK4	P	20	MATURED PAR VALUE OF U S TREASURY BILL 3/26/24 17,500,000 PAR VALUE AT 100 %	-17,500,000.0000	1.000000	.00	.00	.00	17,291,981.22	-17,291,981.22	.00	.00
03/26/2024	03/26/2024	03/26/2024	912797JX6	P	10	PURCHASED PAR VALUE OF U S TREASURY BILL 5/21/24 /NETHGB21 BMO CAP MKTS LONDON/1,425,000 PAR VALUE AT 99.17975579 %	1,425,000.0000	.991798	.00	.00	.00	-1,413,311.52	1,413,311.52	.00	.00
03/26/2024			93114ECS4	I	310	INTEREST EARNED ON WALMART INC DISC COML C P 3/26/24 \$1 PV ON 3500000.0000 SHARES DUE 3/26/2024 3,500,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	2,566.67	.00	.00	.00
03/26/2024	03/26/2024	03/26/2024	93114ECS4	P	20	MATURED PAR VALUE OF WALMART INC DISC COML C P 3/26/24 3,500,000 PAR VALUE AT 100 %	-3,500,000.0000	1.000000	.00	.00	.00	3,497,433.33	-3,497,433.33	.00	.00

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Post Date	Trade Date	Settle Date													
6745046600	OCSD LIQUID OPERATING PORTFOLIO														
03/27/2024			03785DCT1	I	310	INTEREST EARNED ON APPLE INC DISC COML C P 3/27/24 \$1 PV ON 6850000.0000 SHARES DUE 3/27/2024 6,850,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	15,041.46	.00	.00	.00
03/27/2024	03/27/2024	03/27/2024	03785DCT1	P	20	MATURED PAR VALUE OF APPLE INC DISC COML C P 3/27/24 6,850,000 PAR VALUE AT 100 %	-6,850,000.0000	1.000000	.00	.00	.00	6,834,958.54	-6,834,958.54	.00	.00
03/27/2024			16677JCT1	I	310	INTEREST EARNED ON CHEVRON CORP DISC COML C P 3/27/24 \$1 PV ON 2925000.0000 SHARES DUE 3/27/2024 2,925,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	9,060.19	.00	.00	.00
03/27/2024	03/27/2024	03/27/2024	16677JCT1	P	20	MATURED PAR VALUE OF CHEVRON CORP DISC COML C P 3/27/24 2,925,000 PAR VALUE AT 100 %	-2,925,000.0000	1.000000	.00	.00	.00	2,915,939.81	-2,915,939.81	.00	.00
03/27/2024	03/26/2024	03/27/2024	19121AFU0	P	10	PURCHASED PAR VALUE OF COCA COLA CO DISC COML C P 6/28/24 /GOLDUS33 GOLDMAN SACHS NY/4,700,000 PAR VALUE AT 98.6308334 %	4,700,000.0000	.986308	.00	.00	.00	-4,635,649.17	4,635,649.17	.00	.00
03/27/2024	03/27/2024	03/27/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	68,048.0500	1.000000	.00	.00	.00	-68,048.05	68,048.05	.00	.00
03/27/2024		03/27/2024	61746BDQ6	I	300	PAID ACCRUED INTEREST ON PURCHASE OF MORGAN STANLEY MTN 3.875% 4/29/24	.0000	.000000	.00	.00	.00	-79,652.78	.00	.00	.00
03/27/2024	03/25/2024	03/27/2024	61746BDQ6	P	10	PURCHASED PAR VALUE OF MORGAN STANLEY MTN 3.875% 4/29/24 /JPMSUS3X JP MORGAN SEC NY/5,000,000 PAR VALUE AT 99.833 %	5,000,000.0000	.998330	.00	.00	.00	-4,991,650.00	4,991,650.00	.00	.00
03/28/2024		03/28/2024	110122CM8	I	300	PAID ACCRUED INTEREST ON PURCHASE OF BRISTOL MYERS SQUIBB 2.900% 7/26/24	.0000	.000000	.00	.00	.00	-24,972.22	.00	.00	.00
03/28/2024	03/26/2024	03/28/2024	110122CM8	P	10	PURCHASED PAR VALUE OF BRISTOL MYERS SQUIBB 2.900% 7/26/24 /RCMCUS31 UNITED STATES/5,000,000 PAR VALUE AT 99.167 %	5,000,000.0000	.991670	.00	.00	.00	-4,958,350.00	4,958,350.00	.00	.00
03/28/2024		03/28/2024	24422EVQ9	I	300	PAID ACCRUED INTEREST ON PURCHASE OF JOHN DEERE MTN 0.450% 6/07/24	.0000	.000000	.00	.00	.00	-4,134.75	.00	.00	.00
03/28/2024	03/26/2024	03/28/2024	24422EVQ9	P	10	PURCHASED PAR VALUE OF JOHN DEERE MTN 0.450% 6/07/24 /JPMSUS3X JP MORGAN SEC NY/2,980,000 PAR VALUE AT 99.038 %	2,980,000.0000	.990380	.00	.00	.00	-2,951,332.40	2,951,332.40	.00	.00
03/28/2024		03/28/2024	24422EVQ9	I	300	PAID ACCRUED INTEREST ON PURCHASE OF JOHN DEERE MTN 0.450% 6/07/24	.0000	.000000	.00	.00	.00	-437.06	.00	.00	.00
03/28/2024	03/27/2024	03/28/2024	24422EVQ9	P	10	PURCHASED PAR VALUE OF JOHN DEERE MTN 0.450% 6/07/24 /TDOMUS33 TORONTO DOMINION US/315,000 PAR VALUE AT 99.03 %	315,000.0000	.990300	.00	.00	.00	-311,944.50	311,944.50	.00	.00
03/28/2024			313588UW3	I	310	INTEREST EARNED ON F N M A DISC NT 3/28/24 \$1 PV ON 2700000.0000 SHARES DUE 3/28/2024 2,700,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	3,550.50	.00	.00	.00
03/28/2024	03/28/2024	03/28/2024	313588UW3	P	20	MATURED PAR VALUE OF F N M A DISC NT 3/28/24 2,700,000 PAR VALUE AT 100 %	-2,700,000.0000	1.000000	.00	.00	.00	2,696,449.50	-2,696,449.50	.00	.00

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Post Date	Trade Date	Settle Date													
6745046600	OCSD LIQUID OPERATING PORTFOLIO														
03/28/2024	03/28/2024	03/28/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-5,336.6200	1.000000	.00	.00	.00	5,336.62	-5,336.62	.00	.00
03/28/2024		03/28/2024	64952WEB5	I	300	PAID ACCRUED INTEREST ON PURCHASE OF NEW YORK LIFE MTN 0.550% 4/27/24	.0000	.000000	.00	.00	.00	-4,644.44	.00	.00	.00
03/28/2024	03/26/2024	03/28/2024	64952WEB5	P	10	PURCHASED PAR VALUE OF NEW YORK LIFE MTN 0.550% 4/27/24 /RCMCUS31 UNITED STATES/2,000,000 PAR VALUE AT 99.591 %	2,000,000.0000	.995910	.00	.00	.00	-1,991,820.00	1,991,820.00	.00	.00
03/28/2024			912797GY7	I	310	INTEREST EARNED ON U S TREASURY BILL 3/28/24 \$1 PV ON 10000000.0000 SHARES DUE 3/28/2024 10,000,000 PAR VALUE AT 100 %	.0000	.000000	.00	.00	.00	132,253.33	.00	.00	.00
03/28/2024	03/28/2024	03/28/2024	912797GY7	P	20	MATURED PAR VALUE OF U S TREASURY BILL 3/28/24 10,000,000 PAR VALUE AT 100 %	-10,000,000.0000	1.000000	.00	.00	.00	9,867,746.67	-9,867,746.67	.00	.00
03/28/2024	03/27/2024	03/28/2024	912797KQ9	P	10	PURCHASED PAR VALUE OF U S TREASURY BILL 7/23/24 /JPMSUS3X JP MORGAN SEC NY/2,500,000 PAR VALUE AT 98.30805 %	2,500,000.0000	.983080	.00	.00	.00	-2,457,701.25	2,457,701.25	.00	.00
Account Ending Cash							Principal Cash: -16,394,354.96				Income Cash: 16,394,354.96			Total Cash: 0.00	

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6745046601			OCS D LONG-TERM PORTFOLIO												
Account Beginning Cash							Principal Cash: -74,678,125.63			Income Cash: 74,678,125.63			Total Cash: 0.00		
03/01/2024			31846V567 FGZXX	I	310	INTEREST EARNED ON FIRST AM GOVT OB FD CL Z UNIT ON 0.0000 SHARES DUE 2/29/2024 INTEREST FROM 2/1/24 TO 2/29/24	.0000	.000000	.00	.00	.00	13,468.33	.00	.00	.00
03/04/2024	03/04/2024	03/04/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	41,949.5800	1.000000	.00	.00	.00	-41,949.58	41,949.58	.00	.00
03/04/2024			808513BY0	I	310	INTEREST EARNED ON CHARLES SCHWAB CORP 2.450% 3/03/27 \$1 PV ON 2325000.0000 SHARES DUE 3/3/2024	.0000	.000000	.00	.00	.00	28,481.25	.00	.00	.00
03/07/2024	03/07/2024	03/07/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	6,474,326.9600	1.000000	.00	.00	.00	-6,474,326.96	6,474,326.96	.00	.00
03/07/2024		03/07/2024	912828WU0	I	301	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY I P S 0.125% 7/15/24	.0000	.000000	.00	.00	.00	1,154.66	.00	.00	.00
03/07/2024	03/06/2024	03/07/2024	912828WU0	P	20	SOLD PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 /MSNYUS33 MORGAN STANLEY NY/6,466,100 PAR VALUE AT 100.10937505 %	-6,466,100.0000	1.001094	.00	.00	.00	6,473,172.30	-6,396,452.03	.00	76,720.27
03/08/2024		03/08/2024	26884TAY8	I	300	PAID ACCRUED INTEREST ON PURCHASE OF ERAC USA FINANCE 5.000% 2/15/29	.0000	.000000	.00	.00	.00	-30,208.33	.00	.00	.00
03/08/2024	03/06/2024	03/08/2024	26884TAY8	P	10	PURCHASED PAR VALUE OF ERAC USA FINANCE 5.000% 2/15/29 /CANTOR FITZGERALD & CO./7,250,000 PAR VALUE AT 100.308 %	7,250,000.0000	1.003080	.00	.00	.00	-7,272,330.00	7,272,330.00	.00	.00
03/08/2024	03/08/2024	03/08/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-6,756,882.0700	1.000000	.00	.00	.00	6,756,882.07	-6,756,882.07	.00	.00
03/08/2024	03/06/2024	03/08/2024	46647PAM8	P	10	PURCHASED PAR VALUE OF JPMORGAN CHASE CO 3.509% 1/23/29 /MTGSUS6SFC BOFA SECS NEW YORK/7,250,000 PAR VALUE AT 94.738 %	7,250,000.0000	.947380	.00	.00	.00	-6,868,505.00	6,868,505.00	.00	.00
03/08/2024		03/08/2024	46647PAM8	I	300	PAID ACCRUED INTEREST ON PURCHASE OF JPMORGAN CHASE CO 3.509% 1/23/29	.0000	.000000	.00	.00	.00	-31,800.31	.00	.00	.00
03/08/2024		03/08/2024	66815L2J7	I	301	RECEIVED ACCRUED INTEREST ON SALE OF NORTHWESTERN MTN 4.000% 7/01/25	.0000	.000000	.00	.00	.00	55,721.67	.00	.00	.00
03/08/2024	03/06/2024	03/08/2024	66815L2J7	P	20	SOLD PAR VALUE OF NORTHWESTERN MTN 4.000% 7/01/25 /SBNYUS33 CITGROUP GBL MKTS NY/7,485,000 PAR VALUE AT 98.734 %	-7,485,000.0000	.987340	.00	.00	.00	7,390,239.90	-7,482,455.10	.00	-92,215.20
03/11/2024			3130ATS57	I	310	INTEREST EARNED ON F H L B DEB 4.500% 3/10/28 \$1 PV ON 7500000.0000 SHARES DUE 3/10/2024	.0000	.000000	.00	.00	.00	168,750.00	.00	.00	.00
03/11/2024	03/11/2024	03/11/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	337,401.2500	1.000000	.00	.00	.00	-337,401.25	337,401.25	.00	.00
03/11/2024			89114Tzt2	I	310	INTEREST EARNED ON TORONTO DOMINION MTN 2.800% 3/10/27 \$1 PV ON 5000000.0000 SHARES DUE 3/10/2024	.0000	.000000	.00	.00	.00	70,000.00	.00	.00	.00

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Post Date	Trade Date	Settle Date	Ticker SEDOL	P/I	Type										
6745046601 OCSD LONG-TERM PORTFOLIO															
03/11/2024			931142EX7	I	310	INTEREST EARNED ON WALMART INC 3.950% 9/09/27 \$1 PV ON 4995000.0000 SHARES DUE 3/9/2024	.0000	.000000	.00	.00	.00	98,651.25	.00	.00	.00
03/13/2024	03/13/2024	03/13/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	35,087.5000	1.000000	.00	.00	.00	-35,087.50	35,087.50	.00	.00
03/13/2024			46647PBH8	I	310	INTEREST EARNED ON JPMORGAN CHASE CO 2.005% 3/13/26 \$1 PV ON 3500000.0000 SHARES DUE 3/13/2024	.0000	.000000	.00	.00	.00	35,087.50	.00	.00	.00
03/13/2024			912828WU0	P	65	PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 12114.4600 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	12,114.4600	.000000	.00	.00	.00	.00	.00	.00	.00
03/13/2024			912828WU0	P	63	STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 12114.46 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/13/2024			912828WU0	P	62	FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 12114.46 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	12,114.46	.00	.00
03/13/2024			912828WU0	P	64	BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 12114.46 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/13/2024			912828WU0	P	65	PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 11387.5300 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	11,387.5300	.000000	.00	.00	.00	.00	.00	.00	.00
03/13/2024			912828WU0	P	63	STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 11387.53 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/13/2024			912828WU0	P	62	FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 11387.53 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	11,387.53	.00	.00
03/13/2024			912828WU0	P	64	BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 11387.53 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/14/2024			3130A4CH3	I	310	INTEREST EARNED ON F H L B DEB 2.375% 3/14/25 \$1 PV ON 5225000.0000 SHARES DUE 3/14/2024	.0000	.000000	.00	.00	.00	62,046.88	.00	.00	.00
03/14/2024	03/14/2024	03/14/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	85,453.1300	1.000000	.00	.00	.00	-85,453.13	85,453.13	.00	.00
03/14/2024			58989V2D5	I	310	INTEREST EARNED ON MET TOWER MTN 1.250% 9/14/26 \$1 PV ON 3745000.0000 SHARES DUE 3/14/2024	.0000	.000000	.00	.00	.00	23,406.25	.00	.00	.00
03/15/2024			00440EAS6	I	310	INTEREST EARNED ON ACE INA HOLDING 3.150% 3/15/25 \$1 PV ON 2000000.0000 SHARES DUE 3/15/2024	.0000	.000000	.00	.00	.00	31,500.00	.00	.00	.00
03/15/2024			02582JJT8	I	310	INTEREST EARNED ON AMERICAN EXPRESS 3.390% 5/17/27 \$1 PV ON 18701.5000 SHARES DUE 3/15/2024 \$0.00283/PV ON 6,620,000.00 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	18,701.50	.00	.00	.00

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6745046601			OCSD LONG-TERM PORTFOLIO												
03/15/2024			02582JJV3	I	310	INTEREST EARNED ON AMERICAN EXPRESS 3.750% 8/16/27 \$1 PV ON 6250.0000 SHARES DUE 3/15/2024 \$0.00313/PV ON 2,000,000.00 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	6,250.00	.00	.00	.00
03/15/2024			06368FAC3	I	310	INTEREST EARNED ON BANK OF MONTREAL MTN 1.250% 9/15/26 \$1 PV ON 3000000.0000 SHARES DUE 3/15/2024	.0000	.000000	.00	.00	.00	18,750.00	.00	.00	.00
03/15/2024			084664CZ2	I	310	INTEREST EARNED ON BERKSHIRE HATHAWAY 2.300% 3/15/27 \$1 PV ON 6875000.0000 SHARES DUE 3/15/2024	.0000	.000000	.00	.00	.00	79,062.50	.00	.00	.00
03/15/2024			161571HV9	I	310	INTEREST EARNED ON CHASE ISSUE TR 4.600% 1/16/29 \$1 PV ON 30820.0000 SHARES DUE 3/15/2024 \$0.00383/PV ON 8,040,000.00 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	30,820.00	.00	.00	.00
03/15/2024			24422EWK1	I	310	INTEREST EARNED ON DEERE JOHN MTN 4.150% 9/15/27 \$1 PV ON 2000000.0000 SHARES DUE 3/15/2024	.0000	.000000	.00	.00	.00	41,500.00	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	3133TCE95 FHL3032	P	20	PAID DOWN PAR VALUE OF F H L M C MLTCL MTG 4.629% 8/15/32	-39.5000	.000000	.00	.00	.00	39.50	-39.54	.00	-.04
03/15/2024			3133TCE95 FHL3032	I	310	INTEREST EARNED ON F H L M C MLTCL MTG 4.629% 8/15/32 \$1 PV ON 8.4800 SHARES DUE 3/15/2024 \$0.00386/PV ON 2,199.25 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	8.48	.00	.00	.00
03/15/2024			31348SWZ3 786064F	I	310	INTEREST EARNED ON F H L M C #786064 6.262% 1/01/28 \$1 PV ON 3.1200 SHARES DUE 3/15/2024 JANUARY FHLMC DUE 3/15/24	.0000	.000000	.00	.00	.00	3.12	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	31348SWZ3 786064F	P	20	PAID DOWN PAR VALUE OF F H L M C #786064 6.262% 1/01/28 FEBRUARY FHLMC DUE 3/15/24	-6.3000	.000000	.00	.00	.00	6.30	-6.15	.00	.15
03/15/2024	03/15/2024	03/15/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-3,173,006.4600	1.000000	.00	.00	.00	3,173,006.46	-3,173,006.46	.00	.00
03/15/2024	03/15/2024	03/15/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	1,863,489.6900	1.000000	.00	.00	.00	-1,863,489.69	1,863,489.69	.00	.00
03/15/2024	03/15/2024	03/15/2024	43815BAC4 HAR1826	P	20	PAID DOWN PAR VALUE OF HONDA AUTO REC OWN 1.880% 5/15/26	-236,030.6500	.000000	.00	.00	.00	236,030.65	-235,995.15	.00	35.50
03/15/2024			43815BAC4 HAR1826	I	310	INTEREST EARNED ON HONDA AUTO REC OWN 1.880% 5/15/26 \$1 PV ON 5255.7900 SHARES DUE 3/15/2024 \$0.00157/PV ON 3,354,758.51 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	5,255.79	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	44891WAC3 HAL1025	P	20	PAID DOWN PAR VALUE OF HYUNDAI AUTO LEASE 1.160% 1/15/25	-307,408.2400	.000000	.00	.00	.00	307,408.24	-307,401.45	.00	6.79
03/15/2024			44891WAC3 HAL1025	I	310	INTEREST EARNED ON HYUNDAI AUTO LEASE 1.160% 1/15/25 \$1 PV ON 581.6800 SHARES DUE 3/15/2024 \$0.00097/PV ON 601,741.30 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	581.68	.00	.00	.00

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6745046601			OCSL LONG-TERM PORTFOLIO												
03/15/2024	03/15/2024	03/15/2024	448977AD0 HAR2226	P	20	PAID DOWN PAR VALUE OF HYUNDAI AUTO REC 2.220% 10/15/26	-237,403.4700	.000000	.00	.00	.00	237,403.47	-237,394.33	.00	9.14
03/15/2024			448977AD0 HAR2226	I	310	INTEREST EARNED ON HYUNDAI AUTO REC 2.220% 10/15/26 \$1 PV ON 6810.5300 SHARES DUE 3/15/2024 \$0.00185/PV ON 3,681,369.66 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	6,810.53	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	44933LAC7 HAR0325	P	20	PAID DOWN PAR VALUE OF HYUNDAI AUTO REC 0.380% 9/15/25	-89,264.5300	.000000	.00	.00	.00	89,264.53	-89,255.14	.00	9.39
03/15/2024			44933LAC7 HAR0325	I	310	INTEREST EARNED ON HYUNDAI AUTO REC 0.380% 9/15/25 \$1 PV ON 133.1300 SHARES DUE 3/15/2024 \$0.00032/PV ON 420,404.45 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	133.13	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	44934KAC8 HAR0326	P	20	PAID DOWN PAR VALUE OF HTUNDAI AUTO REC TR 0.380% 1/15/26	-281,749.3900	.000000	.00	.00	.00	281,749.39	-281,687.21	.00	62.18
03/15/2024			44934KAC8 HAR0326	I	310	INTEREST EARNED ON HTUNDAI AUTO REC TR 0.380% 1/15/26 \$1 PV ON 696.5100 SHARES DUE 3/15/2024 \$0.00032/PV ON 2,199,505.01 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	696.51	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	44935FAD6 HAR0726	P	20	PAID DOWN PAR VALUE OF HYUNDAI AUTO REC TR 0.740% 5/15/26	-82,095.7800	.000000	.00	.00	.00	82,095.78	-82,077.46	.00	18.32
03/15/2024			44935FAD6 HAR0726	I	310	INTEREST EARNED ON HYUNDAI AUTO REC TR 0.740% 5/15/26 \$1 PV ON 575.7300 SHARES DUE 3/15/2024 \$0.00062/PV ON 933,613.35 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	575.73	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	47787JAC2 JDO2326	P	20	PAID DOWN PAR VALUE OF JOHN DEERE OWNER 2.320% 9/15/26	-109,851.5200	.000000	.00	.00	.00	109,851.52	-109,827.22	.00	24.30
03/15/2024			47787JAC2 JDO2326	I	310	INTEREST EARNED ON JOHN DEERE OWNER 2.320% 9/15/26 \$1 PV ON 4253.0300 SHARES DUE 3/15/2024 \$0.00193/PV ON 2,199,844.14 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	4,253.03	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	47788UAC6 JDO0425	P	20	PAID DOWN PAR VALUE OF JOHN DEERE OWNER 0.360% 9/15/25	-60,156.5700	.000000	.00	.00	.00	60,156.57	-60,145.01	.00	11.56
03/15/2024			47788UAC6 JDO0425	I	310	INTEREST EARNED ON JOHN DEERE OWNER 0.360% 9/15/25 \$1 PV ON 142.8700 SHARES DUE 3/15/2024 \$0.00030/PV ON 476,230.88 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	142.87	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	47789QAC4 JDO0926	P	20	PAID DOWN PAR VALUE OF JOHN DEERE OWN 0.520% 3/16/26	-126,152.4500	.000000	.00	.00	.00	126,152.45	-126,141.20	.00	11.25
03/15/2024			47789QAC4 JDO0926	I	310	INTEREST EARNED ON JOHN DEERE OWN 0.520% 3/16/26 \$1 PV ON 602.0700 SHARES DUE 3/15/2024 \$0.00043/PV ON 1,389,382.47 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	602.07	.00	.00	.00

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6745046601			OCSD LONG-TERM PORTFOLIO												
03/15/2024			47800AAC4 JDO6827	I	310	INTEREST EARNED ON JOHN DEERE OWNRR TR 3.740% 2/16/27 \$1 PV ON 9786.3300 SHARES DUE 3/15/2024 \$0.00312/PV ON 3,140,000.00 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	9,786.33	.00	.00	.00
03/15/2024			47800BAC2 JDO5027	I	310	INTEREST EARNED ON JOHN DEERE OWNER 5.090% 6/15/27 \$1 PV ON 17136.3300 SHARES DUE 3/15/2024 \$0.00424/PV ON 4,040,000.00 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	17,136.33	.00	.00	.00
03/15/2024			58768PAC8 MBA5227	I	310	INTEREST EARNED ON MERCEDES BENZ AUTO 5.210% 8/16/27 \$1 PV ON 31238.2900 SHARES DUE 3/15/2024 \$0.00434/PV ON 7,195,000.00 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	31,238.29	.00	.00	.00
03/15/2024			880591EZ1	I	310	INTEREST EARNED ON T V A 3.875% 3/15/28 \$1 PV ON 6805000.0000 SHARES DUE 3/15/2024	.0000	.000000	.00	.00	.00	131,846.88	.00	.00	.00
03/15/2024			89239FAD4 TAR5528	I	310	INTEREST EARNED ON TOYOTA AUTO REC TR 5.540% 8/15/28 \$1 PV ON 10964.5800 SHARES DUE 3/15/2024 \$0.00462/PV ON 2,375,000.00 PV DUE 3/15/24	.0000	.000000	.00	.00	.00	10,964.58	.00	.00	.00
03/15/2024		03/15/2024	9128286B1	I	300	PAID ACCRUED INTEREST ON PURCHASE OF U S TREASURY NT 2.625% 2/15/29	.0000	.000000	.00	.00	.00	-16,312.50	.00	.00	.00
03/15/2024	03/12/2024	03/15/2024	9128286B1	P	10	PURCHASED PAR VALUE OF U S TREASURY NT 2.625% 2/15/29 /NETHGB21 BMO CAP MKTS LONDON/7,800,000 PAR VALUE AT 93.42968756 %	7,800,000.0000	.934297	.00	.00	.00	-7,287,515.63	7,287,515.63	.00	.00
03/15/2024			912828WU0	P	65	PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -0.0500 CPI ADJUSTMENT FOR 03/15 - FACTOR 1.29503	-.0500	.000000	.00	.00	.00	.00	.00	.00	.00
03/15/2024			912828WU0	P	63	STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 0.06 CPI ADJUSTMENT FOR 03/15 - FACTOR 1.29503	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/15/2024			912828WU0	P	62	FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 0.06 CPI ADJUSTMENT FOR 03/15 - FACTOR 1.29503	.0000	.000000	.00	.00	.00	.00	.06	.00	.00
03/15/2024			912828WU0	P	64	BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 0.06 CPI ADJUSTMENT FOR 03/15 - FACTOR 1.29503	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/15/2024			912828WU0	P	65	PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 0.0600 CPI ADJUSTMENT FOR 03/15 - FACTOR 1.29503	.0600	.000000	.00	.00	.00	.00	.00	.00	.00
03/15/2024		03/15/2024	912828WU0	I	301	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY I P S 0.125% 7/15/24	.0000	.000000	.00	.00	.00	373.57	.00	.00	.00
03/15/2024	03/14/2024	03/15/2024	912828WU0	P	20	SOLD PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 /BARCUS3B BARCLAYS CAP WHIPPANY/1,400,000 PAR VALUE AT 129.64936786 %	-1,400,000.0000	1.296494	.00	.00	.00	1,815,091.15	-1,384,977.55	.00	430,113.60
03/15/2024			912828WU0	P	63	STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -0.05 CPI ADJUSTMENT FOR 03/15 - FACTOR 1.29503	.0000	.000000	.00	.00	.00	.00	.00	.00	.00

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6745046601			OCS D LONG-TERM PORTFOLIO												
03/15/2024			912828WU0	P	62	FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -0.05 CPI ADJUSTMENT FOR 03/15 - FACTOR 1.29503	.0000	.000000	.00	.00	.00	.00	-.05	.00	.00
03/15/2024			912828WU0	P	64	BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -0.05 CPI ADJUSTMENT FOR 03/15 - FACTOR 1.29503	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/15/2024		03/15/2024	91282CFE6	I	301	RECEIVED ACCRUED INTEREST ON SALE OF U S TREASURY NT 3.125% 8/15/25	.0000	.000000	.00	.00	.00	5,601.82	.00	.00	.00
03/15/2024	03/15/2024	03/15/2024	91282CFE6	P	20	SOLD PAR VALUE OF U S TREASURY NT 3.125% 8/15/25 /NETHGB21 BMO CAP MKTS LONDON/2,250,000 PAR VALUE AT 97.62075867 %	-2,250,000.0000	.976208	.00	.00	.00	2,196,467.07	-2,171,777.35	.00	24,689.72
03/18/2024	03/18/2024	03/18/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	137,962.5000	1.000000	.00	.00	.00	-137,962.50	137,962.50	.00	.00
03/18/2024	03/18/2024	03/18/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	286,447.7300	1.000000	.00	.00	.00	-286,447.73	286,447.73	.00	.00
03/18/2024	03/16/2024	03/18/2024	362554AC1 GFC0626	P	20	PAID DOWN PAR VALUE OF GM FIN CONS AUTO 0.680% 9/16/26	-77,637.5000	.000000	.00	.00	.00	77,637.50	-77,635.52	.00	1.98
03/18/2024			362554AC1 GFC0626	I	310	INTEREST EARNED ON GM FIN CONS AUTO 0.680% 9/16/26 \$1 PV ON 608.4400 SHARES DUE 3/16/2024 \$0.00057/PV ON 1,073,721.13 PV DUE 3/16/24	.0000	.000000	.00	.00	.00	608.44	.00	.00	.00
03/18/2024	03/16/2024	03/18/2024	362585AC5 GFC3427	P	20	PAID DOWN PAR VALUE OF GM FIN CONS AUT 3.100% 2/16/27	-123,639.0000	.000000	.00	.00	.00	123,639.00	-123,613.16	.00	25.84
03/18/2024			362585AC5 GFC3427	I	310	INTEREST EARNED ON GM FIN CONS AUT 3.100% 2/16/27 \$1 PV ON 5798.2000 SHARES DUE 3/16/2024 \$0.00258/PV ON 2,244,465.84 PV DUE 3/16/24	.0000	.000000	.00	.00	.00	5,798.20	.00	.00	.00
03/18/2024	03/16/2024	03/18/2024	380146AC4 GFC1226	P	20	PAID DOWN PAR VALUE OF GM FIN CONS AUTO 1.260% 11/16/26	-77,536.8600	.000000	.00	.00	.00	77,536.86	-77,530.12	.00	6.74
03/18/2024			380146AC4 GFC1226	I	310	INTEREST EARNED ON GM FIN CONS AUTO 1.260% 11/16/26 \$1 PV ON 1227.7300 SHARES DUE 3/16/2024 \$0.00105/PV ON 1,169,266.41 PV DUE 3/16/24	.0000	.000000	.00	.00	.00	1,227.73	.00	.00	.00
03/18/2024			4581X0DC9	I	310	INTEREST EARNED ON INTER AMER DEV BK 3.125% 9/18/28 \$1 PV ON 8250000.0000 SHARES DUE 3/18/2024	.0000	.000000	.00	.00	.00	128,906.25	.00	.00	.00
03/18/2024			931142ER0	I	310	INTEREST EARNED ON WALMART INC 1.050% 9/17/26 \$1 PV ON 1725000.0000 SHARES DUE 3/17/2024	.0000	.000000	.00	.00	.00	9,056.25	.00	.00	.00
03/20/2024	03/20/2024	03/20/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	1,776,791.3000	1.000000	.00	.00	.00	-1,776,791.30	1,776,791.30	.00	.00

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Post Date	Trade Date	Settle Date	Ticker SEDOL	P/I	Type									Gain/Loss	Gain/Loss
6745046601 OCS D LONG-TERM PORTFOLIO															
03/20/2024			36225CAZ9 080023M	I	310	INTEREST EARNED ON G N M A 1 I #080023 3.750% 12/20/26 \$1 PV ON 11.2800 SHARES DUE 3/20/2024 FEBRUARY GNMA DUE 3/20/24	.0000	.000000	.00	.00	.00	11.28	.00	.00	.00
03/20/2024	03/20/2024	03/20/2024	36225CAZ9 080023M	P	20	PAID DOWN PAR VALUE OF G N M A 1 I #080023 3.750% 12/20/26 FEBRUARY GNMA DUE 3/20/24	-111.6500	.000000	.00	.00	.00	111.65	-113.49	.00	-1.84
03/20/2024			36225CC20 080088M	I	310	INTEREST EARNED ON G N M A 1 I #080088 4.000% 6/20/27 \$1 PV ON 11.9500 SHARES DUE 3/20/2024 FEBRUARY GNMA DUE 3/20/24	.0000	.000000	.00	.00	.00	11.95	.00	.00	.00
03/20/2024	03/20/2024	03/20/2024	36225CC20 080088M	P	20	PAID DOWN PAR VALUE OF G N M A 1 I #080088 4.000% 6/20/27 FEBRUARY GNMA DUE 3/20/24	-199.7900	.000000	.00	.00	.00	199.79	-204.16	.00	-4.37
03/20/2024			36225CN28 080408M	I	310	INTEREST EARNED ON G N M A 1 I #080408 3.875% 5/20/30 \$1 PV ON 60.1800 SHARES DUE 3/20/2024 FEBRUARY GNMA DUE 3/20/24	.0000	.000000	.00	.00	.00	60.18	.00	.00	.00
03/20/2024	03/20/2024	03/20/2024	36225CN28 080408M	P	20	PAID DOWN PAR VALUE OF G N M A 1 I #080408 3.875% 5/20/30 FEBRUARY GNMA DUE 3/20/24	-245.0200	.000000	.00	.00	.00	245.02	-242.53	.00	2.49
03/20/2024			36225CNM4 080395M	I	310	INTEREST EARNED ON G N M A 1 I #080395 3.875% 4/20/30 \$1 PV ON 7.1000 SHARES DUE 3/20/2024 FEBRUARY GNMA DUE 3/20/24	.0000	.000000	.00	.00	.00	7.10	.00	.00	.00
03/20/2024	03/20/2024	03/20/2024	36225CNM4 080395M	P	20	PAID DOWN PAR VALUE OF G N M A 1 I #080395 3.875% 4/20/30 FEBRUARY GNMA DUE 3/20/24	-27.8100	.000000	.00	.00	.00	27.81	-27.56	.00	.25
03/20/2024			36225DCB8 080965M	I	310	INTEREST EARNED ON G N M A 1 I #080965 3.625% 7/20/34 \$1 PV ON 50.4700 SHARES DUE 3/20/2024 FEBRUARY GNMA DUE 3/20/24	.0000	.000000	.00	.00	.00	50.47	.00	.00	.00
03/20/2024	03/20/2024	03/20/2024	36225DCB8 080965M	P	20	PAID DOWN PAR VALUE OF G N M A 1 I #080965 3.625% 7/20/34 FEBRUARY GNMA DUE 3/20/24	-806.2000	.000000	.00	.00	.00	806.20	-805.70	.00	.50
03/20/2024	03/20/2024	03/20/2024	36265MAC9 GFA1925	P	20	PAID DOWN PAR VALUE OF GM FIN AUTO LSN G TR 1.900% 3/20/25	-641,026.7400	.000000	.00	.00	.00	641,026.74	-641,021.23	.00	5.51
03/20/2024			36265MAC9 GFA1925	I	310	INTEREST EARNED ON GM FIN AUTO LSN G TR 1.900% 3/20/25 \$1 PV ON 2117.2300 SHARES DUE 3/20/2024 \$0.00158/PV ON 1,337,193.88 PV DUE 3/20/24	.0000	.000000	.00	.00	.00	2,117.23	.00	.00	.00
03/20/2024	03/20/2024	03/20/2024	36266FAC3 GFA3425	P	20	PAID DOWN PAR VALUE OF GM FIN AUTO LSN G 3.420% 6/20/25	-435,836.9000	.000000	.00	.00	.00	435,836.90	-435,791.44	.00	45.46
03/20/2024			36266FAC3 GFA3425	I	310	INTEREST EARNED ON GM FIN AUTO LSN G 3.420% 6/20/25 \$1 PV ON 5247.4500 SHARES DUE 3/20/2024 \$0.00285/PV ON 1,841,210.34 PV DUE 3/20/24	.0000	.000000	.00	.00	.00	5,247.45	.00	.00	.00
03/20/2024	03/20/2024	03/20/2024	89238LAC4 TLO1925	P	20	PAID DOWN PAR VALUE OF TOYOTA LEASE OWNER 1.960% 2/20/25	-687,360.6700	.000000	.00	.00	.00	687,360.67	-687,252.48	.00	108.19

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6745046601			OCSD LONG-TERM PORTFOLIO												
03/20/2024			89238LAC4 TLO1925	I	310	INTEREST EARNED ON TOYOTA LEASE OWNER 1.960% 2/20/25 \$1 PV ON 3670.8600 SHARES DUE 3/20/2024 \$0.00163/PV ON 2,247,467.20 PV DUE 3/20/24	.0000	.000000	.00	.00	.00	3,670.86	.00	.00	.00
03/21/2024	03/21/2024	03/21/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	167,054.5700	1.000000	.00	.00	.00	-167,054.57	167,054.57	.00	.00
03/21/2024	03/21/2024	03/21/2024	43813GAC5	P	20	PAID DOWN PAR VALUE OF HONDA AUTO 0.270% 4/21/25	-52,624.9000	.000000	.00	.00	.00	52,624.90	-52,623.94	.00	.96
03/21/2024			43813GAC5	I	310	INTEREST EARNED ON HONDA AUTO 0.270% 4/21/25 \$1 PV ON 35.4000 SHARES DUE 3/21/2024 \$0.00023/PV ON 157,350.84 PV DUE 3/21/24	.0000	.000000	.00	.00	.00	35.40	.00	.00	.00
03/21/2024	03/21/2024	03/21/2024	43815GAC3 HAR0826	P	20	PAID DOWN PAR VALUE OF HONDA AUTO REC 0.880% 1/21/26	-113,398.6500	.000000	.00	.00	.00	113,398.65	-113,374.75	.00	23.90
03/21/2024			43815GAC3 HAR0826	I	310	INTEREST EARNED ON HONDA AUTO REC 0.880% 1/21/26 \$1 PV ON 995.6200 SHARES DUE 3/21/2024 \$0.00073/PV ON 1,357,666.57 PV DUE 3/21/24	.0000	.000000	.00	.00	.00	995.62	.00	.00	.00
03/22/2024	03/22/2024	03/22/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	30,500.0000	1.000000	.00	.00	.00	-30,500.00	30,500.00	.00	.00
03/22/2024			89236TJZ9	I	310	INTEREST EARNED ON TOYOTA MOTOR MTN 3.050% 3/22/27 \$1 PV ON 2000000.0000 SHARES DUE 3/22/2024	.0000	.000000	.00	.00	.00	30,500.00	.00	.00	.00
03/25/2024			03215PFN4 A060029	I	310	INTEREST EARNED ON AMRESCO 3.6661% 6/25/29 \$1 PV ON 300.8800 SHARES DUE 3/25/2024 \$0.00306/PV ON 98,484.27 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	300.88	.00	.00	.00
03/25/2024			05592XAD2 BVO5428	I	310	INTEREST EARNED ON BMW VEH OWNER TR 5.470% 2/25/28 \$1 PV ON 6450.0400 SHARES DUE 3/25/2024 \$0.00456/PV ON 1,415,000.00 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	6,450.04	.00	.00	.00
03/25/2024			05593AAC3	I	310	INTEREST EARNED ON BMW VEHICLE LEASE 5.160% 11/25/25 \$1 PV ON 3289.5000 SHARES DUE 3/25/2024 \$0.00430/PV ON 765,000.00 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	3,289.50	.00	.00	.00
03/25/2024			05601XAC3 BVL1325	I	310	INTEREST EARNED ON BMW VEHICLE LEASE 1.100% 3/25/25 \$1 PV ON 140.7700 SHARES DUE 3/25/2024 \$0.00092/PV ON 153,569.30 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	140.77	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	05601XAC3 BVL1325	P	20	PAID DOWN PAR VALUE OF BMW VEHICLE LEASE 1.100% 3/25/25 CMO FINAL PAYDOWN	-153,569.3000	.000000	.00	.00	.00	153,569.30	-153,546.34	.00	22.96
03/25/2024	03/25/2024	03/25/2024	05602RAD3 BVO3226	P	20	PAID DOWN PAR VALUE OF BMW VEH OWNER TR 3.210% 8/25/26	-146,162.5500	.000000	.00	.00	.00	146,162.55	-146,154.95	.00	7.60

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6745046601			OCS D LONG-TERM PORTFOLIO												
03/25/2024			05602RAD3 BVO3226	I	310	INTEREST EARNED ON BMW VEH OWNER TR 3.210% 8/25/26 \$1 PV ON 5766.3100 SHARES DUE 3/25/2024 \$0.00268/PV ON 2,155,628.31 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	5,766.31	.00	.00	.00
03/25/2024			06368LWU6	I	310	INTEREST EARNED ON BANK MONTREAL MTN CV 5.717% 9/25/28 \$1 PV ON 1500000.0000 SHARES DUE 3/25/2024	.0000	.000000	.00	.00	.00	42,877.50	.00	.00	.00
03/25/2024			31371NUC7 257179A	I	310	INTEREST EARNED ON F N M A #257179 4.500% 4/01/28 \$1 PV ON 13.8100 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	13.81	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31371NUC7 257179A	P	20	PAID DOWN PAR VALUE OF F N M A #257179 4.500% 4/01/28 FEBRUARY FNMA DUE 3/25/24	-101.4900	.000000	.00	.00	.00	101.49	-107.34	.00	-5.85
03/25/2024			31376KT22 357969A	I	310	INTEREST EARNED ON F N M A #357969 5.000% 9/01/35 \$1 PV ON 144.2700 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	144.27	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31376KT22 357969A	P	20	PAID DOWN PAR VALUE OF F N M A #357969 5.000% 9/01/35 FEBRUARY FNMA DUE 3/25/24	-381.1400	.000000	.00	.00	.00	381.14	-409.73	.00	-28.59
03/25/2024	03/25/2024	03/25/2024	3137BFE98	P	20	PAID DOWN PAR VALUE OF F H L B GTD REMIC 3.171% 10/25/24	-12,230.8000	.000000	.00	.00	.00	12,230.80	-13,156.71	.00	-925.91
03/25/2024			3137BFE98	I	310	INTEREST EARNED ON F H L B GTD REMIC 3.171% 10/25/24 \$1 PV ON 13013.3400 SHARES DUE 3/25/2024 \$0.00264/PV ON 4,924,632.15 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	13,013.34	.00	.00	.00
03/25/2024			3137BSRE5	I	310	INTEREST EARNED ON F H L M C MLTCL MTG 3.120% 9/25/26 \$1 PV ON 13000.0000 SHARES DUE 3/25/2024 \$0.00260/PV ON 5,000,000.00 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	13,000.00	.00	.00	.00
03/25/2024			3137EAX3	I	310	INTEREST EARNED ON F H L M C M T N 0.375% 9/23/25 \$1 PV ON 7660000.0000 SHARES DUE 3/23/2024	.0000	.000000	.00	.00	.00	14,362.50	.00	.00	.00
03/25/2024			3137FETN0 FHL0428B	I	310	INTEREST EARNED ON F H L M C MLTCL MT 3.350% 1/25/28 \$1 PV ON 15186.6700 SHARES DUE 3/25/2024 \$0.00279/PV ON 5,440,000.00 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	15,186.67	.00	.00	.00
03/25/2024			3137FG6X8 FHL3828B	I	310	INTEREST EARNED ON F H L M C MLTCL MT 3.850% 5/25/28 \$1 PV ON 23260.4100 SHARES DUE 3/25/2024 \$0.00321/PV ON 7,250,000.00 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	23,260.41	.00	.00	.00
03/25/2024			3138EG6F6 AL0869A	I	310	INTEREST EARNED ON F N M A #AL0869 4.500% 6/01/29 \$1 PV ON 10.0300 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	10.03	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	3138EG6F6 AL0869A	P	20	PAID DOWN PAR VALUE OF F N M A #AL0869 4.500% 6/01/29 FEBRUARY FNMA DUE 3/25/24	-59.7200	.000000	.00	.00	.00	59.72	-63.16	.00	-3.44
03/25/2024	03/25/2024	03/25/2024	31394JY35 FHL9543	P	20	PAID DOWN PAR VALUE OF F H L M C MLTCL MT 6.499999% 9/25/43	-1,470.9200	.000000	.00	.00	.00	1,470.92	-1,665.82	.00	-194.90

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6745046601			OCSD LONG-TERM PORTFOLIO												
03/25/2024			31394JY35 FHL9543	I	310	INTEREST EARNED ON F H L M C MLTCL MT 6.499999% 9/25/43 \$1 PV ON 1851.1000 SHARES DUE 3/25/2024 \$0.00542/PV ON 341,740.78 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	1,851.10	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31397QRE0 FNM2841	P	20	PAID DOWN PAR VALUE OF F N M A GTD REMIC 2.472% 2/25/41	-664.1300	.000000	.00	.00	.00	664.13	-663.92	.00	.21
03/25/2024			31397QRE0 FNM2841	I	310	INTEREST EARNED ON F N M A GTD REMIC 2.472% 2/25/41 \$1 PV ON 338.6900 SHARES DUE 3/25/2024 \$0.00510/PV ON 66,452.10 PV DUE 3/25/24	.0000	.000000	.00	.00	.00	338.69	.00	.00	.00
03/25/2024			31403DJZ3 745580A	I	310	INTEREST EARNED ON F N M A #745580 5.000% 6/01/36 \$1 PV ON 150.6800 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	150.68	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31403DJZ3 745580A	P	20	PAID DOWN PAR VALUE OF F N M A #745580 5.000% 6/01/36 FEBRUARY FNMA DUE 3/25/24	-346.2900	.000000	.00	.00	.00	346.29	-372.26	.00	-25.97
03/25/2024			31403GXF4 748678A	I	310	INTEREST EARNED ON F N M A #748678 5.000% 10/01/33 \$1 PV ON 1.9000 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	1.90	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31403GXF4 748678A	P	20	PAID DOWN PAR VALUE OF F N M A #748678 5.000% 10/01/33 FEBRUARY FNMA DUE 3/25/24	-3.1800	.000000	.00	.00	.00	3.18	-3.42	.00	-.24
03/25/2024			31406PQY8 815971A	I	310	INTEREST EARNED ON F N M A #815971 5.000% 3/01/35 \$1 PV ON 208.6000 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	208.60	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31406PQY8 815971A	P	20	PAID DOWN PAR VALUE OF F N M A #815971 5.000% 3/01/35 FEBRUARY FNMA DUE 3/25/24	-665.3900	.000000	.00	.00	.00	665.39	-715.29	.00	-49.90
03/25/2024			31406XWT5 823358A	I	310	INTEREST EARNED ON F N M A #823358 5.958% 2/01/35 \$1 PV ON 67.4200 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	67.42	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31406XWT5 823358A	P	20	PAID DOWN PAR VALUE OF F N M A #823358 5.958% 2/01/35 FEBRUARY FNMA DUE 3/25/24	-125.7200	.000000	.00	.00	.00	125.72	-124.74	.00	.98
03/25/2024			31407BXH7 826080A	I	310	INTEREST EARNED ON F N M A #826080 5.000% 7/01/35 \$1 PV ON 28.9600 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	28.96	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31407BXH7 826080A	P	20	PAID DOWN PAR VALUE OF F N M A #826080 5.000% 7/01/35 FEBRUARY FNMA DUE 3/25/24	-56.5800	.000000	.00	.00	.00	56.58	-60.82	.00	-4.24
03/25/2024			31410F4V4 888336A	I	310	INTEREST EARNED ON F N M A #888336 5.000% 7/01/36 \$1 PV ON 249.7800 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	249.78	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31410F4V4 888336A	P	20	PAID DOWN PAR VALUE OF F N M A #888336 5.000% 7/01/36 FEBRUARY FNMA DUE 3/25/24	-635.6200	.000000	.00	.00	.00	635.62	-683.29	.00	-47.67

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Post Date	Trade Date	Settle Date													
6745046601	OCSD LONG-TERM PORTFOLIO														
03/25/2024			31417YAY3 MA0022A	I	310	INTEREST EARNED ON F N M A #MA0022 4.500% 4/01/29 \$1 PV ON 16.5100 SHARES DUE 3/25/2024 FEBRUARY FNMA DUE 3/25/24	.0000	.000000	.00	.00	.00	16.51	.00	.00	.00
03/25/2024	03/25/2024	03/25/2024	31417YAY3 MA0022A	P	20	PAID DOWN PAR VALUE OF F N M A #MA0022 4.500% 4/01/29 FEBRUARY FNMA DUE 3/25/24	-114.7600	.000000	.00	.00	.00	114.76	-121.37	.00	-6.61
03/25/2024	03/25/2024	03/25/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	218,395.8700	1.000000	.00	.00	.00	-218,395.87	218,395.87	.00	.00
03/25/2024	03/25/2024	03/25/2024	31846V567 FGZXX	P	10	PURCHASED UNITS OF FIRST AM GOVT OB FD CL Z	238,921.3900	1.000000	.00	.00	.00	-238,921.39	238,921.39	.00	.00
03/27/2024			912828WU0	P	65	PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 3935.0400 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	3,935.0400	.000000	.00	.00	.00	.00	.00	.00	.00
03/27/2024			912828WU0	P	63	STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 3935.04 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/27/2024			912828WU0	P	62	FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 3935.04 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	3,935.04	.00	.00
03/27/2024			912828WU0	P	64	BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 3935.04 UNITS INCREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/27/2024			912828WU0	P	65	PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -402417.0400 UNITS DECREASE TO ADJUST FOR CHANGE IN CPI	-402,417.0400	.000000	.00	.00	.00	.00	.00	.00	.00
03/27/2024			912828WU0	P	63	STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -402417.04 UNITS DECREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/27/2024			912828WU0	P	62	FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -402417.04 UNITS DECREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	-402,417.04	.00	.00
03/27/2024			912828WU0	P	64	BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -402417.04 UNITS DECREASE TO ADJUST FOR CHANGE IN CPI	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/28/2024		03/28/2024	03215PFN4 A060029	I	301	RECEIVED ACCRUED INTEREST ON SALE OF AMRESKO 3.6661% 6/25/29	.0000	.000000	.00	.00	.00	52.39	.00	.00	.00
03/28/2024	03/27/2024	03/28/2024	03215PFN4 A060029	P	20	SOLD PAR VALUE OF AMRESKO 3.6661% 6/25/29 /SBNYUS33 CITGROUP GBL MKTS NY/98,484.26 PAR VALUE AT 86.49999502 %	-98,484.2600	.865000	.00	.00	.00	85,188.88	-73,955.52	.00	11,233.36
03/28/2024	03/27/2024	03/28/2024	06051GHG7	P	10	PURCHASED PAR VALUE OF BANK OF AMERICA MTN 3.970% 3/05/29 /MTGSUS6SFIC BOFA SECS NEW YORK/4,500,000 PAR VALUE AT 95.675 %	4,500,000.0000	.956750	.00	.00	.00	-4,305,375.00	4,305,375.00	.00	.00
03/28/2024		03/28/2024	06051GHG7	I	300	PAID ACCRUED INTEREST ON PURCHASE OF BANK OF AMERICA MTN 3.970% 3/05/29	.0000	.000000	.00	.00	.00	-11,413.75	.00	.00	.00

U.S. Bank Pivot
Transaction History Without Totals
By Account Id, Post Date

Page: 19 of 19
Print Date: 04/01/2024 at 4:10:25 pm
Data From: 03/01/2024
Thru: 03/31/2024

			CUSIP Ticker SEDOL	Port P/I	Tran Type	Explanation	Units	Price	Comm	SEC Fee	Misc Fee	Net Cash Amount	Cost	Short Term Gain/Loss	Long Term Gain/Loss
Post Date	Trade Date	Settle Date													
6745046601			OCS D LONG-TERM PORTFOLIO												
03/28/2024	03/28/2024	03/28/2024	31846V567 FGZXX	P	20	SOLD UNITS OF FIRST AM GOVT OB FD CL Z	-4,231,547.4800	1.000000	.00	.00	.00	4,231,547.48	-4,231,547.48	.00	.00
03/29/2024			912828WU0	P	63	STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 0.01 CPI ADJUSTMENT FOR 03/31 - FACTOR 1.29867	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/29/2024			912828WU0	P	62	FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 0.01 CPI ADJUSTMENT FOR 03/31 - FACTOR 1.29867	.0000	.000000	.00	.00	.00	.00	.01	.00	.00
03/29/2024			912828WU0	P	64	BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 0.01 CPI ADJUSTMENT FOR 03/31 - FACTOR 1.29867	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/29/2024			912828WU0	P	65	PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY 0.0100 CPI ADJUSTMENT FOR 03/31 - FACTOR 1.29867	.0100	.000000	.00	.00	.00	.00	.00	.00	.00
03/29/2024			912828WU0	P	63	STATE COST OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -0.01 CPI ADJUSTMENT FOR 03/31 - FACTOR 1.29867	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/29/2024			912828WU0	P	62	FED BASIS OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -0.01 CPI ADJUSTMENT FOR 03/31 - FACTOR 1.29867	.0000	.000000	.00	.00	.00	.00	-.01	.00	.00
03/29/2024			912828WU0	P	64	BOOK VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -0.01 CPI ADJUSTMENT FOR 03/31 - FACTOR 1.29867	.0000	.000000	.00	.00	.00	.00	.00	.00	.00
03/29/2024			912828WU0	P	65	PAR VALUE OF U S TREASURY I P S 0.125% 7/15/24 ADJUSTED BY -0.0100 CPI ADJUSTMENT FOR 03/31 - FACTOR 1.29867	-.0100	.000000	.00	.00	.00	.00	.00	.00	.00
Account Ending Cash							Principal Cash: -75,926,839.74				Income Cash: 75,926,839.74			Total Cash: 0.00	

***** End Of Report *****



OPERATIONS COMMITTEE

Agenda Report

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

File #: 2024-3554

Agenda Date: 4/24/2024

Agenda Item No: 6.

FROM: Robert Thompson, General Manager
Originator: Riaz Moinuddin, Director of Operations & Maintenance

SUBJECT:

REFURBISHMENT OF COMBINATION SEWER CLEANING TRUCK

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Sole Source Purchase Order to Haaker Equipment Company to refurbish one Combination Sewer Cleaning Truck for a total amount not to exceed \$300,320; and
- B. Approve a contingency of \$45,048 (15%).

BACKGROUND

Orange County Sanitation District (OC San) owns and operates three Combination Sewer Cleaning trucks within its fleet. The trucks maintain the collection system by cleaning sewer pipes and pump station wet wells and responding to emergencies such as sewer spills using a combination of vacuum and water jetting technology. The Combination Sewer Cleaning trucks consist of complex equipment with controls, hydraulic systems, and a large tank debris body mounted on a chassis. The trucks service approximately 388 miles of regional pipes and 15 outlying pump stations, for which three trucks are needed to complete the volume of work annually and comply with the SSMP, as the SWRCB requires.

The OC San Board of Directors approved the replacement of this sewer cleaning truck in September 2023. The replacement truck is tentatively scheduled for delivery in February 2025. In view of new clean air regulations and in an effort to save substantially on equipment rental cost while any of the three duty units are being serviced, staff now recommends the refurbishment of this unit to serve as a swing unit whenever one of the other three units are unavailable.

RELEVANT STANDARDS

- Participate in local, state, and national cooperative purchasing programs
- Maintain a proactive asset management program
- Ensure the public's money is wisely spent

PROBLEM

The truck identified for refurbishment is exhibiting increased failures and advanced corrosion within the onboard systems. Electrical, mechanical, and hydraulic systems are at the end of their useful life. Repair efforts are continuous to the point that rehabilitation or replacement are the only options remaining.

PROPOSED SOLUTION

Refurbish the identified Combination Sewer Cleaning truck that is aging to near-new specifications through the Original Equipment Manufacturer (OEM) authorized service representative to regain reliability and ensure the intended useful life of the equipment can be achieved cost-effectively.

TIMING CONCERNS

The Combination Sewer Cleaning truck maintains the collection system by cleaning sewer pipes and pump station wet wells and responding to emergencies such as sewer spills. Without the repairs requested, response time to address issues within the collection system will be potentially impacted.

RAMIFICATIONS OF NOT TAKING ACTION

The truck needing refurbishment is unreliable, deteriorating, and is not likely to meet its intended useful life without refurbishment. The increased need for rental equipment during continuous repairs could further increase costs to maintain the vehicle.

PRIOR COMMITTEE/BOARD ACTIONS

September 2023 - Approved a Purchase Order to Haaker Equipment Company to purchase one new/unused Combination Sewer Cleaning Truck using Sourcewell Cooperative No. 101221-VTR for a total amount not to exceed \$973,913, including freight and taxes; and approved a contingency of \$29,217 (3%).

August 2017 - Approved the addition of Vactor to the pre-approve OEM Sole Source List for Industrial Cleaning Truck rental and repair.

ADDITIONAL INFORMATION

OC San's Board of Directors approved Vactor as the OEM sole source provider on August 23, 2017. Haaker Equipment Company is Vactor's sole authorized dealer for Vactor in Southern California. By using the OEM authorized dealer and OEM parts, OC San received a discount of \$14,482.

The truck profiled for refurbishment is nine years old and has a reliably operating chassis. The installed equipment on the chassis will be restored to near-new conditions, allowing OC San to operate the unit well into its profiled life cycle of 15 years.

With newly adopted and imposed regulations (Advanced Clean Fleets) affecting heavy-duty vehicles, the unit would need to be replaced as an alternative fueled/electric vehicle at a substantially higher cost in a market with supply chain delays. Keeping this unit in OC San's fleet provides the reliability

of critical equipment to maintain the collection system, while providing fuel diversity of equipment and a cost-effective means to allow the market to ramp up regulatory-driven alternative fuel options.

A 15% contingency is recommended should additional repair work be needed during the overhaul process.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Section A, Page A-16, Fleet Services) and the budget is sufficient for the recommended action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
04/24/2024	\$300,320	\$45,048 (15%)

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



OPERATIONS COMMITTEE

Agenda Report

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

File #: 2024-3555

Agenda Date: 4/24/2024

Agenda Item No: 7.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

POWER BUILDINGS 7 AND 8 HVAC REPLACEMENT AT PLANT NO. 1, PROJECT NO. FE23-08

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Purchase Order and a Master Turnkey Agreement with Trane U.S. Inc. for the Power Buildings 7 and 8 HVAC Replacement at Plant No. 1, Project No. FE23-08, utilizing the OMNIA Partners Cooperative Purchasing Agreement, Contract No. 3341, for a total amount not to exceed \$687,708; and
- B. Approve a contingency of \$34,386 (5%).

BACKGROUND

Orange County Sanitation District's (OC San) Power Buildings 7 and 8 at Plant No. 1 utilize two heating, ventilation, and air conditioning (HVAC) units to maintain climate control and humidity for critical electrical equipment. Power Building 7 supplies electrical power to the primary clarifiers and Phys Chem Polymer Station, while Power Building 8 feeds all trickling filters and support equipment. Both buildings' units have reached the end of life.

RELEVANT STANDARDS

- 24/7/365 treatment plant reliability
- Maintain a proactive asset management program
- Comply with environmental permit requirements
- Participate in local, state, and national cooperative purchasing programs

PROBLEM

The existing HVAC and condensing units have reached the end of their useful life.

PROPOSED SOLUTION

Replace the in-kind HVAC units through a Master Turnkey Agreement with Trane U.S. Inc. utilizing the OMNIA Partners Cooperative Purchasing Agreement Contract No. 3341. The approval of this Master Turnkey Agreement is a cost-effective way to replace the equipment in a timely manner.

TIMING CONCERNS

If this action is delayed, OC San will continue to be vulnerable to the loss of electrical equipment within the two buildings that power critical treatment processes.

RAMIFICATIONS OF NOT TAKING ACTION

Process equipment failures can cause plant disruptions and delays which can lead to regulatory permits compliance issues.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San is utilizing a cooperative agreement through OMNIA Partners, formerly U.S. Communities, which is the largest cooperative purchasing organization for public sector procurement. This agreement was awarded using a competitive bid process similar to OC San's and has been vetted by the Purchasing Division. The collective buying power of the unified purchasing cooperatives typically deliver value and savings for public agencies nationwide.

Trane U.S. Inc. was selected to propose on this cooperative agreement because they can provide equipment that matches the existing and fits within the existing footprint. They also provide the equipment at discounts of up to 65% of the list price.

Staff evaluated the proposal in accordance with OC San's policies and procedures and, based on these results, recommends approving the Purchase Order and a Master Turnkey Agreement with Trane U.S. Inc.

CEQA

The project is exempt from CEQA under the Class 1 categorical exemptions set forth in California Code of Regulations Section 15301. A Notice of Exemption will be filed with the OC Clerk-Recorder after OC San Board of Directors approval of the Agreement.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Appendix A-8, Small Construction Projects Program, Project No. M-FE) and the budget is sufficient for the recommended action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
04/24/2024	\$687,708	\$34,386 (5%)

ATTACHMENT

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

- Master Turnkey Agreement

RM:kp:ls



Orange County Sanitation District and Trane

This **Master Turnkey Agreement** (this "Agreement") is made as of the 24 Day of April 2024 ("Effective Date") by and between **Trane U.S. Inc.**, (hereinafter referred to as "Contractor" or "Trane") and **Orange County Sanitation District** whose principal office is located at 10844 Ellis Avenue Fountain Valley, CA 92708 (hereinafter referred to as "Customer").

RECITALS

WHEREAS, Contractor is in the business of manufacturing, installing, commissioning and maintaining certain HVAC and other equipment and/or services. Customer desires to utilize Contractor to furnish installation services at one or more sites as defined in a Work Order to be issued pursuant hereto; and

WHEREAS, Contractor has agreed to perform the work and services pursuant to the Racine County, WI, Contract Number 3341 entitled "HVAC Products, Installation, Labor Based Solutions, and Related Products and Services" made available for piggybacking through OMNIA Partners, Public Sector (the "Piggyback Contract") ; and

WHEREAS, Contractor and Customer have agreed to enter into this Agreement to set forth the terms and conditions for Contractor's construction services at Customer's facilities as defined in one or more Work Orders (hereinafter the "Work") to be executed hereunder. This Agreement provides the standard terms and conditions that will apply with respect to each Work Order and Customer Project. Pursuant to individual Work Orders issued pursuant and subject to this Agreement, a form of which Work Order is attached hereto as Exhibit A, Contractor and Customer will set forth their specific agreement with respect to certain additional contractual terms for each Customer Project, including price, schedule for completion, and scope of the Work to be performed by Contractor pursuant to the Work Order.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties agree as follows:

Definitions. As used throughout the Contract Documents, the following terms when capitalized shall have the designated meanings and other terms used herein but not defined below shall have the meanings ascribed to them throughout this Agreement:

"Applicable Laws" means all laws, building codes, rules, regulations, or orders of any federal, state, county, local, or other governmental body, agency or other authority having jurisdiction over the Site, or the performance of the Work at the Site, as may be in effect from time to time.

"Certificate of Final Completion" means the form of Certificate of Final Completion attached hereto as Exhibit E-2.

"Certificate of Substantial Completion" means the form of Certificate of Substantial Completion attached hereto as Exhibit E-1.

"Completion Date" (or the plural thereof) means the dates specified in the Work Order for Contractor's achievement of Substantial Completion and/or Final Completion, subject to any extensions thereof as provided in this Agreement.

"Contract Documents" refers to, collectively, this Agreement, any Work Order mutually executed pursuant to this Agreement, any Change Orders issued hereunder and all plans, specifications, and addenda, and the Piggyback Contract.

"Contract Time" means the amount of time specified in each Work Order for the full and complete performance of the Work that is the subject of each Work Order.



"Customer Project" means the entirety of the Work to be performed by Contractor under this Agreement and the applicable Work Order.

"Day" as used in the Contract Documents shall mean calendar day unless otherwise specifically stated.

"Final Completion" means the full completion of the Work as required by the Contract Documents, as evidenced by Contractor's written acceptance of the completed Work in accordance with the provisions of Section 2.06 of this Subcontract.

"Premises" or "Site" means the building, office space, business location, or other location where the Work is to be performed or furnished that is the subject of a Work Order, as more fully described in Attachment C to the applicable Work Order.

"Contract Price" means the lump sum amount specified in each Work Order that is payable by Customer to Contractor in consideration for the performance of the Work as described in of each Work Order. Contract Price shall also include other compensation to be paid to Contractor in consideration of the Work, including but not limited to agreed-upon unit prices.

"Contract Time" means the period of time, including authorized adjustments, allotted for Subcontractor to achieve Substantial Completion of the Work by the Substantial Completion date specified on the Work Order.

"Substantial Completion" means the stage in the progress of the Work when the Work is sufficiently complete so that Owner can occupy or utilize the Work for its intended use.

"Work" or the "Services" means the complete performance of the scope of Work specified in the Work Order at the Site and includes all labor necessary to produce, furnish, and/or install such services, all materials, fabrications, assemblies, and equipment (excluding Contractor supplied equipment) incorporated or to be incorporated in such Work, except as specifically set forth in an applicable Work Order.

"Work Order" means the document mutually executed by the parties that sets forth Contractor's and Customer's specific agreement with respect to terms that are unique for the Work to be performed, substantially in the form of the sample form of the Work Order attached hereto as Exhibit A. The Work Order shall be executed by both Contractor and Customer.

Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 1 - THE SERVICES AND COMPENSATION

Section 1.01 Work Orders. For each Customer Project for which Contractor is to perform Work, Contractor and Customer shall execute a Work Order.

Section 1.01. Contract Price. Subject to the terms and conditions hereof, as payment for Trane's performance and furnishing of the Services (as defined below) at the Premises identified in Attachment C to the applicable Work Order, Customer shall pay or cause to be paid to Trane, in accordance with the dates and amounts on Attachment A to the applicable Work Order pursuant to Section 1.04, the sum of Six Hundred Eighty Seven Thousand Seven Hundred Eight dollars (\$687,708.00) Unless otherwise provided in the applicable Work Order, the Contract Price excludes all sales, consumer, use and similar taxes (excluding income taxes) for the Services. It is understood that pricing shall be based pursuant to the Piggyback Contract subject to adjustments that may be necessary for the payment of prevailing wages pursuant to Section 7.13 below. The Piggyback Contract is hereby incorporated in its entirety by this reference, provided that the terms of this Agreement and any Work Order and Change Order under this Agreement shall take precedence in the event of any conflict between this Agreement and the provisions of the Piggyback Contract.

Section 1.02. The Services and Exclusions. No later than 298 working days after the date of Contract Execution, Trane shall have designed and substantially completed installation of the equipment and performance of the work and services described in Attachment B to the applicable Work Order (hereinafter, collectively, the “Work” or the “Services”). Trane’s obligation hereunder is limited to the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans With Disabilities Act or any other law or building code(s).

Section 1.03. Construction Procedures and Changes to Services. Trane shall supervise and direct the Services using its best skill and attention. Trane shall have exclusive control over construction means, methods, techniques, sequences and procedures. Trane shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, or revise any procedures included in this Agreement, provided, however, that Trane shall obtain Customer’s prior consent to substantial deviations from the original scope of Services, said consent not to be reasonably withheld or delayed.

Section 1.04. Payment Terms. Customer shall pay Trane or cause Trane to be paid for the Services as follows:

(a) **Initial Payment:** Upon execution hereof, 15% of the Contract Price (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due; and

(b) **Progress and Final Payments:** Trane will invoice in accordance with Exhibit A for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due net thirty (30) days of the itemized invoice for work completed and any invoice not paid within thirty (30) calendar days of its date shall be past due.

Section 1.05. Substantial Completion and Final Completion.

(a) **Substantial Completion.** When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed “punch list” listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Services (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Services are sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion in the form of Exhibit D.1, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items of work included on the punch list.

(b) **Final Completion.** Upon Customer’s receipt of written notice from Trane that the installation work included in the Services is ready for final inspection and acceptance, Customer and Trane shall inspect the installation work and determine whether the same has been performed in accordance with this Agreement. If Customer considers the installation work to have been performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit D.2, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

Section 1.06. Delays. If Trane is delayed in the commencement or completion of any part of the Services due to events beyond Trane’s control (including, but not limited to, fire, flood, labor disputes, unusual delays in deliveries,



unavoidable casualties, abnormal adverse weather, and acts of God), or due to Customer's action(s) or failure to perform its obligations under this Agreement or to cooperate with Trane in the timely performance of the Services, then Trane will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Trane and Customer shall extend the contract time and/or increase the Contract Price by Change Order for such reasonable time and/or amount as they shall agree.

Section 1.07. Equipment Location and Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer.

Section 1.08. Permits and Governmental Fees. Trane shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the installation work and which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

Section 1.09. Utilities During Construction. At no cost to Trane, Customer shall provide and pay for water, heat, and utilities consumed by Trane during performance of the Services hereunder. Trane shall install and pay the cost of any temporary facilities not already in existence, which will be required during construction for accessing such water, heat, and utilities.

Section 1.10. Concealed or Unknown Conditions. In the performance of the installation work, if Trane encounters conditions at the Premises that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on the drawings or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the installation work, Trane shall notify Customer of such conditions as promptly as practicable, prior to significantly disturbing the same. If such conditions differ materially and cause an increase in Trane's cost of, or time required for, performance of any part of the Services, Trane shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, Contract Time, or both.

Section 1.11. Damage to Equipment; Casualty or Condemnation of Premises. (a) If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied and the affected portion is not reconstructed or restored within ninety (90) days from the date of such casualty or condemnation, Trane may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Trane for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered.

(b) If any significant item of equipment is irreparably damaged by Customer, its employees, agents or invitees, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time, Trane may terminate this Agreement by delivery of a written notice to Customer, whereupon both parties shall have no further liability to each other, subject to Customer's obligation to pay to Trane for all parts of the Services, equipment and material furnished to the date of termination, including any specially manufactured or non-stock items, whether in production or delivered. Any such termination shall not be considered any Event of Default on the part of either party.

Section 1.12. Changes to the Services. (a) Customer, by written Change Order, may request that Trane perform work in addition to the Services. Trane shall be obligated to perform such additional work only pursuant to a



Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional work, the amount of any adjustment in the Contract Price, and the extent of any adjustment in the contract time.

(b) If a Change Order provides for an adjustment to the Contract Price, such adjustment shall be based on one of the following methods:

- (1) A lump sum agreed to by Customer and Trane;
- (2) Unit prices set forth in this Agreement or subsequently agreed to; or
- (3) Cost of the work ordered plus a fee agreed to by the parties.

(c) The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

- (1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
- (2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
- (3) the costs of renting machinery and equipment, except hand tools;
- (4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
- (5) additional costs of supervision and field office personnel directly attributable to the additional work.

Section 1.13. Adjustment to Contract Time. Trane shall be allowed an equitable adjustment in the Contract Time for performance of additional Work that increases the amount of time required to perform the Services.

Section 1.14. Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(34) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.

Section 1.15. Pre-Existing Conditions. Trane is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of the building envelope, mechanical system, plumbing, and/or indoor air quality issues involving mold and/or fungi. Trane also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

ARTICLE 2 - CUSTOMER'S OBLIGATIONS

Section 2.01. Representations and Warranties of Customer. Customer hereby warrants and represents to Trane that:



Master Turnkey Agreement

(a) Customer is the legal fee owner of the Premises and/or otherwise has all requisite authority to make the improvements to the Premises that will result from Trane's performance of the Services;

(b) Customer has provided Trane with all records heretofore requested by Trane and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Trane by Customer in writing;

(c) Customer has disclosed in writing to Trane the existence and location of all known or suspected asbestos and other hazardous materials on the Premises; and

(d) Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement.

Section 2.02. Customer Default. Each of the following events or conditions shall constitute a default by Customer and shall give Trane the right to, without an election of remedies: (a) proceed pursuant to Section 7.01; and/or (b) terminate this Agreement by delivery of written notice declaring termination, upon which event Customer shall be liable to Trane for all Services furnished to date, including any specially manufactured or non-stock items, whether in production or delivered, and any damages sustained by Trane, including lost profit.

(1) Any failure by Customer to pay or cause to be paid amounts due Trane more than thirty (30) days after the date of the invoice therefor;

(2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(3) Any default by Customer under any instrument or agreement related to the financing of all or any part of the Services or equipment hereunder;

(4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for ten (10) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such ten (10) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof; or

(5) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

ARTICLE 3 - INSURANCE

Section 3.01. Trane's Liability Insurance. Trane shall purchase from and maintain, without interruption from the commencement of the Services until the date of final payment, a Commercial General Liability policy, Worker's Compensation and Employer's Liability policy and Commercial Automobile Liability policy, through a company or companies rated A VIII or better by A.M. Best Company.

Section 3.02. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Contract Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than \$5,000



from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer.

(c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment or settlement and the parties shall proceed pursuant to Section 7.01.

Section 3.03. Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Trane is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption. CUSTOMER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST TRANE AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF CUSTOMER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

Section 3.04. Evidence of Insurance. Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. Customer's certificate shall clearly name "Trane U.S. Inc." as an additional insured with an endorsement containing no restrictions or limitations on the policy that do not also apply to the named insured. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 4 - HAZARDOUS MATERIALS

Section 4.01. Asbestos and Hazardous Materials. (a) Trane's Services and other work in connection with this Agreement expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde, foam insulation, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents, and any other substances, the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et



seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.), as the laws have been and may be amended and supplemented.

(b) Trane shall not be required to perform any identification, abatement, remediation, cleanup, control, or removal of Hazardous Materials. Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit B (Scope of Services) or Exhibit C (Description of Premises), there are no Hazardous Materials on the Premises that will in any way affect Trane's Services and Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing any part of the Services. The existence or location of any Hazardous Materials that have been so disclosed by Customer to Trane shall be the responsibility of Customer.

(c) Should Trane become aware of or suspect the presence of Hazardous Materials, Trane shall have the right to immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Trane shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Trane may terminate this Agreement and Customer shall be liable to Trane for the Services completed to date of termination and lost profits. Customer shall compensate Trane for any additional costs incurred by Trane as a result of work stoppage, including demobilization and remobilization. Under no circumstances shall Trane be obligated to transport or handle Hazardous Material, to provide any notices to any governmental authority or agency, or to inspect or examine the Premises for the presence of Hazardous Materials. In addition to any other indemnity obligation of Customer to Trane, Customer will indemnify, defend, and hold harmless Trane, its officers, directors, beneficiaries, shareholders, partners, agents, and employees (collectively referred to as "Trane" for purposes of this Article 4) from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) the presence or any leak, deposit, spill, discharge, or other release or disposal of Hazardous Materials in connection with the performance of this Agreement or the Maintenance Agreement, except to the extent such Hazardous Materials were brought onto the Premises by Trane; and/or (2) Customer's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials. Trane shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents.

ARTICLE 5 - INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 5.01. Indemnification. To the maximum extent permitted by law, Trane and Customer shall indemnify and hold each other harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to tangible physical property of the other, to the extent arising out of or resulting from the negligence of their respective employees or other authorized agents in connection with the Premises. However, neither party shall indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions which occurred prior to expiration or termination.

Section 5.02. Limitation of Liability. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGE (INCLUDING WITHOUT LIMITATION REFRIGERATION LOSS, BUSINESS INTERRUPTION, LOST**



DATA, LOST REVENUE, LOST PROFITS) OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGE OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, NEGLIGENCE, TORT, WARRANTY, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER THEORY In no event will Trane's liability in connection with the provision of products or service or otherwise under this Agreement exceed the entire amount paid to Trane by Customer under this Agreement.

Section 5.03. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH CONTAMINANTS LIABILITIES.

ARTICLE 6 - WARRANTY

Section 6.01. Workmanship and Equipment Warranty. Trane warrants that, for a period of one year from the date of Final Completion (the "Warranty Period"), Trane-manufactured equipment installed hereunder and the installation work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins. Trane obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Warranty period. For Trane-manufactured equipment not installed by Trane the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Trane ("Third-Party Product(s)") are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. If such defect in Trane-manufactured equipment or the installation work is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE



PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

ARTICLE 7 - GENERAL PROVISIONS

Section 7.01. Notices and Changes of Address. All notices to be given by either party to the other shall be in writing and must be either delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

If to Trane:	Trane U.S. Inc. 3253 E. Imperial Hwy. Brea, CA 92821 Attention: Brad Donnelly	If to Customer:	Orange County Sanitation District 10844 Ellis Ave. Fountain Valley, CA 92708 Attention: Donald Herrera
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or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

Section 7.02. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Trane. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's successors and assigns.

Section 7.03. Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Services are to be performed. Customer hereby submits to the personal jurisdiction of the courts of the state and of the United States District Court in such state in which the Services are to be performed and to being sued in such jurisdiction.

Section 7.04. Term of Agreement. The term ("Term") of this Agreement shall commence as of the date on the effective Notice to Proceed and shall end upon final completion of the Services, provided, however, that the warranty obligation set forth in Article 6 shall survive expiration of the Term.

Section 7.05. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both parties regarding the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto.

Section 7.06. Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 7.07. Exhibits. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A:	Payment Schedule
Exhibit B:	Scope of Services
Exhibit C:	Description of Premises

Exhibit D.1: Certificate of Substantial Completion

Exhibit D.2: Certificate of Final Completion and Acceptance

Section 7.08. Force Majeure. Trane shall not be considered to be in default hereunder when a failure of performance is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, labor disputes, labor or material shortages, or sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of Trane. If Trane is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure, it shall give prompt written notice of such fact to Customer and Trane's obligations shall be suspended until removal of the Event of Force Majeure.

Section 7.09. Execution and Counterparts. This Agreement and any amendment may be executed by the parties individually or in any combination, in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement and any amendment shall be legally valid and effective through: (i) executing and delivering the paper copy of the document; (ii) transmitting the executed paper copy of the document by electronic mail in portable document format (".pdf") or other electronically scanned format; or (iii) creating, generating, sending, receiving or storing by electronic means this Agreement and any amendment, the execution of which is accomplished through use of an electronic process associated with this Agreement, and executed or adopted by a party with the intent to execute this Agreement (i.e. electronic signature).

Section 7.10. Severability. If any term or conditions of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 7.11. Bonds. In no event shall the Performance and Payment bonds cover any energy savings guarantees. Additionally, the bonds shall not cover any warranties beyond one year from completion of the installation.

Section 7.12. U.S. Government Work. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Trane will have no obligations to Customer unless and until Customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

Section 7.13. California Department of Industrial Relations Registration and Record of Wages.

- 1.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to

interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

- 1.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 1.3 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
 - 1.3.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 1.4 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 1.4.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 1.5 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 1.6 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 1.7 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:



Master Turnkey Agreement

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

Trane U.S. Inc.

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

Orange County Sanitation District

By: _____
Chad P. Wanke, Chair, Board of Directors

Kelly A. Lore, Clerk of the Board

Ruth Zintzun, Finance & Procurement Manager

Date: _____

Trane's state contractor's license number: 1066318
Trane's DIR Registration Number: PW-LR-
1000615693

EXHIBIT A
Payment Schedule / Schedule of Values

Customer will make payments per the schedule of values in the amounts set forth in the following schedule:

Description of Work	Scheduled Value
Power Building #7	
Mobilization Upon Execution of Agreement by Customer	\$39,885.00
Procurement of Equipment	\$81,538.00
Installation	\$125,162.00
Startup and Testing	\$9,318.00
Punchlist and Sign-off	\$1,658.00
Power Building #8	
Mobilization Upon Execution of Agreement by Customer	\$56,698.00
Procurement of Equipment	\$138,932.00
Installation	\$210,544.00
Startup and Testing	\$20,579.00
Punchlist and Sign-off	\$3,394.00
Total Project Billing	\$687,708.00

EXHIBIT B
Scope of Services

The Services are defined as the following:

Scope of Work – Power Building #7

The new equipment installed shall consist of the following:

- One (1) New Energy Labs 1500 CFM Air Handler
- One (1) New Trane 5 Ton Heat Pump Condensing Unit

Installation

- Receive, store, transport, and install the following Trane-provided equipment:
 - (1) Energy Labs 1500 CFM Air Handling Unit.
 - (1) Trane 5-ton heat pump condensing unit.
 - Includes epoxy coating of the units. Protocall coating package includes:
 - Coating the coils, Interior Cabinet and Exterior Cabinet with a high tier color protective coating. Includes base rails, condenser internals, accessible fin areas, return bends, manifolds, coil casings, refrigerant lines (in the new units), compressor, condenser base area, louvered panels and ambient exposed components. Also, a clear conformal coating to electric controls.
 - Bare Metal Primed and Interior and Exterior Cabinet Coated with Two Coats of Ameron PSX-700 Pearl Gray.
 - Replacement stainless steel screws on all access panels.
- Furnish all labor, material and equipment as required to isolate, drain, disconnect, demo, and properly dispose of (1) existing split system (salvage rights reserved).
- Provide crane and rigging for removal of existing units and installation of new units.
- Install new split system comprised of (1) new air handling unit 11DAHU600 and (1) new condenser 11DCCU601.
 - Anchor and support new units as required by manufacturers recommendations.
 - Ductwork point of connection for new air handler to be at the unit, or closest to the unit as possible. No new ductwork has been included beyond minor replacement when disconnecting the existing unit and connecting the new unit.
 - Condensing unit to be re-installed on existing pads/supports. No vibration isolation or new curbs / caps included.
 - Furnish and install new galvanized steel condensate piping with new piping to connect to new equipment and terminate at the existing scupper drain.
 - Furnish and install new refrigerant piping and associated appurtenances as required between condenser and air handler.
 - Furnish and install new pipe supports for all new piping.
 - Leak check and testing of refrigerant piping prior to Trane startup.
 - Furnish and install new insulation on refrigerant piping, with aluminum jacketing.
- Furnish all labor, material and equipment to isolate electrical and disconnect (1) existing split system units. Existing disconnects to be removed.
- Furnish and install new fused disconnects for 11DAHU600 and 11DCCU601. Stainless steel enclosures included. Anticipate being able to utilize existing conduit from panel to existing disconnects. No new conduit or wire included from electrical panel to unit disconnects.

- Disconnect/Reconnect control wiring between condensers and air handlers per manufacturers' recommendation.
- Energize, test, and confirm phasing of all new feeders prior to unit start-up.
- Existing circuit breakers and feeders to be re-used.
- Startup and verify operation of new systems.
- Pre and post airflow readings at the AHU discharge only.
- Upon project completion, provide for stamped mechanical, electrical, and plumbing as built drawings
- Provide a one-year parts and labor warranty on the full installation.

Power Building #7 Assumptions / Exclusions

- Temporary cooling or heating equipment not included.
- Additional engineering or studies requested not included above what Trane is providing for mechanical, electrical, and plumbing engineering and design.
- No structural design or engineering included.
- New roofing, roof patching, roof repair is excluded.
- We assume no upgrade to the existing condensate termination at scupper drains are required for code compliance.
- Structural upgrades and seismic upgrades to the buildings are excluded.
- Electrical service upgrades are excluded. Electrical design is based on nameplate data and single line documentation provided by the customer. It is assumed this information is accurate therefore no further verification of electrical capacity is required.
- All work dealing with fire life safety systems, fire sprinkler systems, and smoke evacuation systems is excluded.
- Air balancing downstream of the unit has been excluded.
- Construction fencing, temporary offices, security is excluded.
- Third Party review, testing, special inspection fees, deputy inspector fees, or third-party commissioning of new systems is not included.
- Breaker coordination studies are excluded.
- Asbestos or Hazardous Material Abatement excluded.
- Replacement or upgrade of any existing non-code compliant systems is excluded.
- ADA requirements excluded.
- Customer to coordinate all shutdowns and lifts with Trane's schedule.
- Building permit fees, Plan check fees, Assessments, Taxes applicable to the development of property, Utility connection fees and Usage fees, AQMD permitting and/or Fees, SCE fees and Excess cable charges are excluded.
- If project is submitted and reviewed for permit / plan check, any request for additional engineering above and beyond what Trane is including will at an additional cost.
- Builders Risk (including flood and seismic insurance and Deductible) is excluded.
- Any items not specifically listed as scope of work is not included.
- We assume there will be no other work going on that will affect the timing or sequence of our installation.
- Liquidated or Consequential Damages not included.
- Demurrage or Storage Charges not included.
- Trane to retain salvage rights of all removed equipment and materials, if applicable.
- Temporary power or Trane provided utilities are excluded. We assume use of customer electrical, gas, and water for construction.
- Equipment view screens are excluded.
- Architectural drawings and line of sight drawings are excluded.
- Painting and/or patching has been excluded.

- No new controls or low voltage devices (thermostats or zone level controls) are included. We will re-use existing

Scope of Work – Power Building #8

The new equipment installed shall consist of the following:

- One (1) New Trane 16,300 CFM Air Handler
- Two (2) New Trane 15 Ton Condensing Units

Installation

- Receive, store, transport, and install the following Trane-provided equipment:
 - (1) Trane 16,300 CFM Air Handling Unit.
 - (2) Trane 15-ton condensing units.
 - Includes epoxy coating of the units. Protocell coating package includes:
 - Coating the Condenser coil, Interior Cabinet and Exterior Cabinet with a high tier color protective coating. Includes base rails, condenser internals, accessible fin areas, return bends, manifolds, coil casings, refrigerant lines, compressor, condenser base area, louvered panels and ambient exposed components. Also, a clear conformal coating to electric controls.
 - Bare Metal Primed and Interior and Exterior Cabinet Coated with Two Coats of Ameron PSX-700 Pearl Gray.
 - Replacement stainless steel screws on all access panels.
- Furnish all labor, material and equipment as required to isolate, drain, disconnect, demo, and properly dispose of (1) existing air handler and (2) condenser units (salvage rights reserved).
- Provide crane and rigging for removal of existing units and installation of new units.
- Install new split system comprised of (1) new air handling unit 18BAHU031 and (2) new condensers 18BCND032 and 18BCND033.
 - Anchor and support new units, including adapter curbs, as required by manufacturers recommendation (no structural upgrades or roofing work are included)
 - Ductwork point of connection for new air handler to be at the unit, or closest to the unit as possible. No new ductwork has been included beyond minor replacement when disconnecting the existing unit and connecting the new unit.
 - Condensing units to be re-installed on existing pads/supports. No vibration isolation or new curbs / caps included. Due to the increased size in condenser footprint, Trane will do structural engineering to determine sufficient mounting details.
 - As the structural details are unknown at this time, Trane has included a \$10,000 roofing allowance for any potential roofing work for this condenser scope.
 - Furnish and install new galvanized steel condensate piping with new piping to connect to new equipment and terminate at the existing scupper drain.
 - Furnish and install new refrigerant piping and associated appurtenances as required between condensers and air handler.
 - Furnish and install new pipe supports for all new piping.
 - Leak check and testing of refrigerant piping prior to Trane startup.
 - Furnish and install new insulation on refrigerant piping, with aluminum jacketing.
- Furnish all labor, material and equipment to isolate electrical and disconnect (1) existing air handler and (2) condenser units. Existing disconnects to be removed.
- Furnish and install new fused disconnects for 18BAHU031, 18BCND032 and 18BCND033. Stainless steel enclosures included. Anticipate being able to utilize existing conduit from panel to existing disconnects. No new conduit included.
- Disconnect/Reconnect control wiring between condensers and air handlers per manufacturers' recommendation.

- Energize, test, and confirm phasing of all feeders prior to unit start-up.
- Existing circuit breakers and feeders to be re-used.
- Startup and verify operation of new systems.
- Pre and post airflow readings at the AHU discharge only.
- Upon project completion, provide for stamped mechanical, electrical, and plumbing as built drawing.
- Provide a one-year parts and labor warranty on the full installation.

Power Building #8 Assumptions / Exclusions

- Temporary cooling or heating equipment not included.
- Additional engineering or studies requested not included above what Trane is providing for mechanical, electrical, and plumbing engineering and design. Engineering prior to start of project is not included, as-built drawings only included as stated in above scope of work.
- No structural design or engineering included.
- New roofing, roof patching, roof repair is excluded.
- We assume no upgrade to the existing condensate termination at scupper drains are required for code compliance.
- Structural upgrades and seismic upgrades to the buildings are excluded.
- Electrical service upgrades are excluded. Electrical design is based on nameplate data and single line documentation provided by the customer. It is assumed this information is accurate therefore no further verification of electrical capacity is required.
- All work dealing with fire life safety systems, fire sprinkler systems, and smoke evacuation systems is excluded.
- Air balancing downstream of the unit has been excluded.
- Construction fencing, temporary offices, security is excluded.
- Third Party review, testing, special inspection fees, deputy inspector fees, or third-party commissioning of new systems is not included.
- Breaker coordination studies are excluded.
- Asbestos or Hazardous Material Abatement excluded.
- Replacement or upgrade of any existing non-code compliant systems is excluded.
- ADA requirements excluded.
- Customer to coordinate all shutdowns and lifts with Trane's schedule.
- Building permit fees, Plan check fees, Assessments, Taxes applicable to the development of property, Utility connection fees and Usage fees, AQMD permitting and/or Fees, SCE fees and Excess cable charges are excluded.
- If project is submitted and reviewed for permit / plan check, any request for additional engineering above and beyond what Trane is including will at an additional cost.
- Builders Risk (including flood and seismic insurance and Deductible) is excluded.
- Any items not specifically listed as scope of work is not included.
- We assume there will be no other work going on that will affect the timing or sequence of our installation.
- Liquidated or Consequential Damages not included.
- Demurrage or Storage Charges not included.
- Trane to retain salvage rights of all removed equipment and materials, if applicable.
- Temporary power or Trane provided utilities are excluded. We assume use of customer electrical, gas, and water for construction.
- Equipment view screens are excluded.
- Architectural drawings and line of sight drawings are excluded.
- Painting and/or patching has been excluded.
- No new controls or low voltage devices (thermostats or zone level controls) are included. We will re-use existing

Notes & Clarifications

1. Any service not listed is not included.
2. Work will be performed during normal Trane business hours unless explicitly stated.
3. Payment and Performance bond included.
4. Total price based on immediate release of equipment and construction scheduled when equipment received, within approximately one month based on customer preference and weather conditions.
Any customer delays of timeline could result in cost increase.
5. **Omnia Contract number 3341**

Financial items not included

- Bid Bond
- Liquidated or Consequential Damages
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

EXHIBIT C
Description of Premises

The Premises are described as follows:

OC Sanitation District
Plant No. 1
10844 Ellis Ave
Fountain Valley, CA 92708

Power Building #7
Power Building #8

EXHIBIT D.1
Certificate of Substantial Completion

Certificate of Substantial Completion

{Customer & project name}
Trane Project No.:
Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement (“Agreement”), by and between Trane U.S. Inc. (“Trane”), and (“Customer”), dated as of , have been inspected by Customer, have been determined to be substantially complete and Customer accepts the same in accordance with the terms of the Agreement.

The Date of Substantial Completion is:

Punch list items are listed on the attached, together with the date such items are to be completed.

The Warranty Period, pursuant to Article 6 of the Agreement, commences as of the date of Substantial Completion or the earlier dates stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Trane U.S. Inc.

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

(Customer)

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

EXHIBIT D.2
Certificate of Final Completion

Certificate of Final Completion and Acceptance

{Customer & project name}
Trane Project No.:
Date Certificate Submitted to Customer:

The Services performed pursuant to the Turnkey Agreement (the “Agreement”), by and between _____ (“Customer”) and Trane U.S. Inc., dated as of _____, has been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion and Acceptance is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

Trane U.S. Inc.

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

(Customer)

By: _____
(Signature)

(Printed Name)

Title: _____

Date: _____

OPERATIONS COMMITTEE

Agenda Report

File #: 2024-3556

Agenda Date: 4/24/2024

Agenda Item No: 8.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

**DIGESTER GAS COMPRESSOR DRYER REPLACEMENTS AT PLANT NO. 1 AND PLANT NO. 2,
PROJECT NO. FE23-01**

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Services Contract to Innovative Construction Solutions for Specification No. S-2023-1432BD Digester Gas Compressor Dryer Replacements at Plant No. 1 and Plant No. 2, Project No. FE23-01, for a total amount not to exceed \$5,942,500; and
- B. Approve a contingency of \$594,250 (10%).

BACKGROUND

Digester gas at Orange County Sanitation District (OC San) is collected from digesters and is compressed before being used as fuel for cogeneration. The digestion process creates a moisture-rich gas and when it is compressed, the water vapor is condensed. This condensed liquid water can result in damage to the cogeneration equipment. Moisture can be removed from the digester gas by cooling through either a refrigerated dryer system or a chilled water dryer system.

Plant No. 1 has one chilled water gas dryer and one refrigerated gas dryer system that run in parallel, and Plant No. 2 has two refrigerated gas dryer systems that run in parallel.

RELEVANT STANDARDS

- Comply with California Public Contract Code Section 20103.8, award construction contract to lowest responsive, responsible bidder
- Commitment to safety & reducing risk in all operations
- Maintain a proactive asset management program

PROBLEM

The refrigerated dryer system at Plant No. 1 has failed and is currently not in operation. The refrigerated dryer systems at Plant No. 2 are facing age and obsolescence issues, making them difficult to support and maintain.

PROPOSED SOLUTION

Approve a Services Contract for Specification No. S-2023-1432BD Digester Gas Compressor Dryer Replacements at Plant No. 1 and Plant No. 2, Project No. FE23-01. This project will demolish three existing refrigerated gas dryer systems and install new in-kind dryer systems.

TIMING CONCERNS

Plant No. 1 is operating without a redundant system. Delaying the replacement makes it difficult to shut down the chilled water dryer system for maintenance. Plant No. 2 is operating two dryers that are obsolete and failing.

RAMIFICATIONS OF NOT TAKING ACTION

If the digester gas cannot be dried, the digester gas would need to be flared instead of used as fuel to protect the cogeneration equipment from damage.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

OC San advertised Project No. FE23-01 for bids on November 29, 2023, and three (3) sealed bids were received on February 5, 2024. A summary of the bid opening follows:

Engineer's Estimate	\$ 6,250,000
<u>Bidder</u>	<u>Amount of Bid</u>
Innovative Construction Solutions	\$ 5,942,500
Kiewit Infrastructure West Co.	\$ 6,432,500
Air & Lube Systems, Inc	\$ 6,671,557

The bids were evaluated in accordance with the OC San's policies and procedures. A notice was sent to all bidders on February 8, 2024 informing them of the intent of OC San staff to recommend approval of the Services Contract to Innovative Construction Solutions.

Staff recommends approving a Services Contract to the lowest responsive and responsible bidder, Innovative Construction Solutions, for a total amount not to exceed \$5,942,500.

CEQA

The project is exempt from CEQA, and a Notice of Exemption will be filed with the OC Clerk-Recorder and State Clearing House after OC San Board of Directors approval of the Services Contract.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Appendix A, Page 8, Small Construction Projects Program, Project No. M-FE) and the budget is sufficient for the recommended action.

ATTACHMENT

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

- Services Contract
- FE23-01 Supplemental Attachment

SA:tk

SERVICES CONTRACT
Digester Gas Compressor Dryer Replacements at Plant No. 1 and Plant No. 2 (FE23-01)
Specification No. S-2023-1432BD

This SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Innovative Construction Solutions (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to obtain the services of Contractor for the Digester Gas Compressor Dryer Replacements at Plant No. 1 and Plant No. 2 ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on April 24, 2024, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.

1.2 The following exhibits are incorporated by reference and made part of this Contract.

Exhibit "A" – Scope of Work
Exhibit "B" – Bid
Exhibit "C" – Determined Insurance Requirement Form
Exhibit "D" – Contractor Safety Standards
Exhibit "E" – Human Resources Policies
Exhibit "F" – General Conditions
Exhibit "G" – Bonds

1.3 In the event of any conflict or inconsistency between the provisions of the Contract and any of the provisions of the exhibits hereto, the provisions in the document highest in precedence shall be controlling. The order of precedence of the applicable documents is set forth below:

- a. Addenda issued prior to the deadline for submitting the bids – the last addendum issued will have the highest precedence
- b. Services Contract

- c. Exhibit "A" – Scope of Work
 - d. Permits and other regulatory requirements
 - e. Exhibit "C" – Determined Insurance Requirement Form
 - f. Exhibit "F" – General Conditions
 - g. Exhibit "D" – Contractor Safety Standards
 - h. Notice Inviting Bids
 - i. Exhibit "B" – Bid
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of providing the Services to OC San.

Work Hours: All work shall be scheduled Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m.

- 1.5 Days: Shall mean calendar days, unless otherwise noted.
- 1.6 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.7 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.8 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.9 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall provide the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties and consistent with Exhibit "F" - General Conditions (General Conditions), including the sections entitled REQUEST FOR CHANGE (CHANGES AT CONTRACTOR'S REQUEST) and OWNER INITIATED CHANGES.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; (b) it understands the facilities, difficulties, and restrictions of the work under this Contract; and (c) it has examined the site of the work and is aware of all conditions at the site. Should Contractor discover any latent or unknown condition 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 Contractor's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

3.1 The Services shall be completed within four hundred thirty-four (434) calendar days from the effective date of the Notice to Proceed.

3.2 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties and consistent with the General Conditions, including the section entitled EXTENSION OF TIME FOR DELAY.

4. Compensation.

4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Five Million Nine Hundred Forty-Two Thousand Five Hundred Dollars (\$5,942,500.00).

4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.

5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line, include "INVOICE" and the Purchase Order Number.

5.3 The invoices shall be consistent with the General Conditions, including the section entitled PAYMENT FOR WORK.

6. California Department of Industrial Relations Registration and Record of Wages.

6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).

6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.

6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of

Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.

- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
 - 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

- 6.11 Contractor shall comply with the provisions specified in the General Conditions section entitled LAWS TO BE OBSERVED.
7. **Damage to OC San’s Property.** Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San and consistent with the General Conditions, including the section entitled PRESERVATION OF PROPERTY.
8. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
9. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
10. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit “A,” all applicable Contractor Safety Standards in Exhibit “D,” and the Human Resources Policies in Exhibit “E.”
11. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit “C” – Determined Insurance

Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.

12. **Bonds.** Prior to entering into the Contract, Contractor shall furnish bonds (attached hereto in Exhibit "G"), consistent with the requirements specified in the General Conditions, and which shall be approved by OC San's General Counsel. The bonds shall be one in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the total Contract price bid, to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and accepted by OC San. Bonds must be issued by a California admitted surety and must be maintained throughout the life of the Contract and during the warranty period.
13. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor's equipment and/or Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the sole active negligence of or willful misconduct of OC San, Contractor 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 Contractor's performance under the Contract, 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 Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor'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. Contractor 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 Contract.
14. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.

15. **Subcontracting and Assignment.** Any subcontracting or assignment shall be governed by the provisions of the General Conditions including the sections entitled SUBCONTRACTING and ASSIGNMENT.
16. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
17. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, 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 Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
18. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
19. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
20. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
21. **Regulatory Requirements.** Contractor shall perform all work under this Contract consistent with the General Conditions, including the section entitled STORMWATER REQUIREMENTS, and in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
22. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
23. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
24. **Warranties.** Contractor shall provide the warranties required in the Scope of Work and in the General Conditions, including the section entitled WARRANTY (CONTRACTOR'S GUARANTEE).

25. **Dispute Resolution.** Any disputes between the Parties shall be resolved as specified in the General Conditions, including the section entitled DISPUTES.
26. **Liquidated Damages.** In the event the Contractor fails to achieve completion of the work within the term of this Contract or achievement of any designated Milestones, after due allowance for extensions of time made in accordance with the Contract, if any, OC San will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that in each such event, Contractor will pay to OC San liquidated damages (Liquidated Damages) as specified in the General Conditions, including section entitled TIME OF COMPLETION AND LIQUIDATED DAMAGES, in the sum of One Hundred Dollars (\$100.00) per day, as Liquidated Damages, and not as a penalty, for each and every calendar day during which completion of the work, as required in Exhibit "A," is so delayed. Contractor agrees to pay such Liquidated Damages and further agrees that OC San may offset the amount of Liquidated Damages from any monies due or that may become due Contractor under this Contract. Contractor also agrees that to the extent the amount of Liquidated Damages exceeds any monies due to the Contractor under this Contract, Contractor shall pay all such amounts to OC San upon demand. If this provision is found for any reason to be void, invalid, or otherwise inoperative so as to disentitle OC San from claiming Liquidated Damages, OC San is entitled to claim against the Contractor damages at law for the Contractor's failure to complete the work during the term of this Contract.
27. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to perform the Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "cover" by purchasing, or contracting to purchase, substitute equipment and services for those due from Contractor. In the event OC San elects to "cover" as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute equipment and services and the Contract price, together with any incidental or consequential damages.
28. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected 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 of the Parties.
29. **Termination.**
- 29.1 OC San reserves the right to terminate this Contract 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, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination.
- 29.2 OC San reserves the right to terminate this Contract immediately upon OC San's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.

29.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:

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

29.4 All OC San's property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.

30. **Attorney's Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled and as specified in the General Conditions, including in the section entitled CLAIMS.

31. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor 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.

32. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract 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.

33. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.

34. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

35. **Notices.**

35.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, 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. 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: Donald Herrera
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
dherrera@ocsan.gov

Contractor: Hiram Emadi
President
Innovative Construction Solutions
575 Anton Boulevard, Suite 850
Costa Mesa, CA 92626
hemadi@icsinc.tv

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

36. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.
37. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
38. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

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 their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

INNOVATIVE CONSTRUCTION SOLUTIONS

Dated: _____

By: _____

Print Name and Title of Officer

LL:IG

Exhibit “A”

SCOPE OF WORK

**EXHIBIT A
SCOPE OF WORK
DIGESTER GAS COMPRESSOR DRYER REPLACEMENTS AT PLANT NO. 1
AND PLANT NO. 2 (FE23-01)
SPECIFICATION NO. S-2023-1432BD**

EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (“OC San” or the “Sanitation District”) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 185 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. Our facilities include 396 miles of sewer pipes, located throughout the county, and two (2) treatment plants – one (1) in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards.

Our employees are on duty protecting health and the environment by ensuring the sewer system efficiently operates 24 hours a day, 7 days a week and 365 days a year. We are very proud of the job we do and take pride in providing our customers with quality service.

SCOPE OF WORK

1 Location of Work

The work covered under this Contract will take place at the Orange County Sanitation District’s:

Plant No. 1 Digester Gas Facilities– 10844 Ellis Avenue Fountain Valley, CA 92708

Plant No. 2 Digester Gas Facilities– 22212 Brookhurst Street, Huntington Beach, CA 92648

2 General

This Scope of Work (SOW) defines the requirements for the work at the Orange County Sanitation Districts Digester Gas Drying Systems, Plant No.1 and Plant No. 2, to replace and rehabilitate the legacy Digester Gas Drying Systems and related appurtenances. This work includes the removal and demolition of the three (3) Gas Drying Systems and installation of new in-kind replacement Gas Drying Systems including associated piping, valves, instruments, controls, appurtenances, and testing, commissioning, and training requirements as defined herein. The replacement work shall only occur on one system at a time to keep the respective digester gas drying system online.

The Contractor shall furnish all labor, equipment, materials, machinery, tools, supplies, insurance, bonds, permits, licenses, transportation, and other incidentals necessary to complete all tasks and items of work described within the attachments and other portions of the Contract Documents and Drawings and as more specifically described below.

The Contractor shall perform and/or submit the following tasks: product submittals, work plan incorporating all OC San comments, project schedule, demolition of the legacy compressor system, prepare drawings and fabricate the new gas dryer skids, repair / rehabilitate the equipment concrete foundation and anchor bolt system, install anchor bolts, install the new gas dryers on existing foundations as required, perform factory and field testing on the new gas dryer system and appurtenances, test and commission the complete system onsite, provide training of OC San staff on system operation and maintenance, and complete other tasks as specified.

3 Definitions

- a. API – American Petroleum Institute
- b. As Found – shall mean the state the item is provided to the Vendor.
- c. As Left – shall mean the state the item is provided by the Vendor.
- d. ASME – The American Society of Mechanical Engineers
- e. ASTM – The American Society for Testing and Materials
- f. BPVC – Boiler and Pressure Vessel Code
- g. Cen Gen – Central Generation
- h. CML – Condition Monitoring Location
- i. Contractor – The Contractor is the company performing the work detailed in this SOW, and may be separate and distinct from the Vendor or manufacturer of the equipment. The Contractor is responsible for coordination between the Vendor and Manufacturer as necessary, in order to satisfy the requirements detailed in this SOW.
- j. Days –Calendar days unless otherwise noted.
- k. Engineer – A professional engineer licensed in the State of California according to the Board for Professional Engineers, Land Surveyors, and Geologists.
- l. ETC – Etcetera
- m. Existing – Currently exists and or installed onsite. This term usually refers to the equipment needing to be removed and replaced with new.
- n. Fitness – refers to every aspect of the item that defines its physical, chemical, or electrical nature, size, makeup, etc.
- o. Fit up – pertaining to the interaction, fitness, clearance, proximity, etc. between faying surfaces, conjoining, mating, and/or related parts.
- p. FPT – Female National Pipe Thread
- q. Genset – Engine Generator Set
- r. GWP – Global Warming Potential
- s. HEX – Heat Exchanger
- t. Hydro – Hydrostatic Pressure Test
- u. in – inch (unit of measure)
- v. In service – A state of equipment being in operation.
- w. lb – Pound (unit of measure)
- x. LOTO – Lock-Out / Tag-Out (denoting applicable safety protocol)
- y. MAWP – Maximum Allowable Working Pressure
- z. MDT – Minimum Design Temperature
- aa. Manufacturer (MFR) – The manufacturer(s) manufactures the equipment being necessary to complete this SOW. The MFR may be separate and distinct from the Vendor or Contractor.
- bb. NB – National Board
- cc. NDE – Non-Destructive Examination
- dd. NEW – shall mean virgin materials only, unused, unrecycled, unopened, and

- unadulterated.
- ee. OC San –Orange County Sanitation District
- ff. OEM— Original Equipment Manufacturer
- gg. O&M – Operations and Maintenance
- hh. On Stream – a condition where the pressure vessel has not been prepared for an internal inspection, and the vessel is still in operation.
- ii. P&ID – Piping and Instrumentation Diagram
- jj. Plant No. 1 – The Wastewater Treatment Plant located at 10844 Ellis Ave, Fountain Valley, CA 92708
- kk. Plant No. 2 – The Wastewater Treatment Plant located at 22212 Brookhurst St, Huntington Beach, CA 92646
- ll. ppm – parts per million
- mm. PSIG – pound(s) per square inch gauge (typically denoting pressure)
- nn. Ra—Roughness Average (measured in units of microinches or 1×10^{-6} inch)
- oo. Safety Device – Pressure Safety/Relief Valve, etc.
- pp. Shutdown – When a piece of equipment is taken out of service.
- qq. SOW – Scope of Work
- rr. STBY – Standby
- ss. TBD – To be determined
- tt. Useful Life – The useful life of a component, assembly, etc. is defined as the limit by which said device would fail before its next regularly scheduled overhaul.
- uu. Vendor – The Vendor provides the equipment necessary to fulfill this SOW. The Vendor of the equipment being installed by this SOW may be separate and distinct from the manufacturer and Contractor.

4 Attachments

- A. **Appendix A-1 Work Site Plan-Plant No. 1**-shows the project locations in the Plant No. 1 Digester Gas Compressor Building.
- B. **Appendix A-2 Work Site Plan-Plant No. 2**-shows the project locations in the Plant No. 2 Digester Gas Compressor Building.
- C. **Appendix A-3 Legacy Project Equipment Service Manual-Plant No. 1**-documentation from the projects that installed the equipment being rehabilitated by this project.
- D. **Appendix A-4 Legacy Project Equipment Service Manual-Plant No. 2**-documentation from the projects that installed the equipment being rehabilitated by this project.
- E. **Appendix A-5 Legacy Project Engineering Drawings-Plant No. 1**-drawings from the projects that installed the equipment being rehabilitated by this project.
- F. **Appendix A-6 Legacy Project Engineering Drawings-Plant No. 2**-drawings from the projects that installed the equipment being rehabilitated by this project.
- G. **Appendix A-7 Project P&ID-Plant No. 1**- scope and limits of the project, including the necessary required changes.
- H. **Appendix A-8 Project P&ID-Plant No. 2**- scope and limits of the project, including the necessary required changes.
- I. **Appendix A-9 Equipment Layout-Plant No. 1**- show the layout and location of the project equipment and various appurtenances with tag numbers corresponding to the P&ID tag numbers.
- J. **Appendix A-10 Equipment Layout-Plant No. 2**- show the layout and location of the project equipment and various appurtenances with tag numbers corresponding to the P&ID tag numbers.
- K. **Appendix A-11 Gas Composition and Flow**- reference for sizing of the Gas Compression System

- L. **Appendix A-12 Electrical Diagram-Plant No. 1**-detail the electrical aspects of the systems at each of the plants.
- M. **Appendix A-13 Electrical Plan and Diagram-Plant No. 2**-detail the electrical aspects of the systems at each of the plants.

5 Overview of the Work

The work outlined herein entails the rehabilitation of the Existing Gas Compressor Refrigerated Gas Dryer Systems and related Appurtenances as noted. The work includes the major items listed below for convenience; however, the Contractor shall abide by all portions of the contract documents, attachments, details, and requirements detailed herein:

- A. Demolition and removal of one (1) existing Zurn refrigerated gas dryer chiller skid at Plant No. 1; and two (2) parallel existing Pneumatech refrigerated gas dryer chiller systems at Plant No. 2, while preserving the inlet and outlet piping connections, and electrical tie-in locations.
- B. Preparation of the process areas for subsequent reinstallation of the new equipment, such as: concrete foundations, anchors, grouting, piping connections within the system being installed, electrical & instrumentation connections, junction boxes, and other related areas or appurtenances as detailed in this SOW.
- C. Furnish new materials and labor; and install three (3) new refrigerated gas dryer chillers with integral control panels (3), one (1) at Plant No. 1 and two (2) at Plant No. 2, in accordance with the contract drawings and specifications. Control panels to conform to existing controls and instrumentation, as shown on the project P&ID's and/or legacy equipment drawings and documentation.
- D. Creation and submission of as-built gas dryer chiller P&ID drawings showing all system components such as instrumentation, valves, gauges, controls, heat exchangers, and drivers.

6 Project/Work Elements

6.1 Scope of Work

The Contractor shall provide all required work and support services, including any Demolition, Design, Procurement, Installation, Modification, and Commissioning required for the satisfactory execution of this scope of work. The Contractor shall include in these services the evaluation of the system functionality, while addressing such factors as gas quality and composition, electrical integrity, pressure range, operating conditions, vibration, chemical compatibility, environmental considerations, maintenance and reliability, longevity, tagging requirements, equipment foundations and anchoring, training, and commissioning.

The existing Gas Compressor Refrigerated Gas Dryer Systems include those items shown in this SOW. However, only the "clouded" items on **Appendix A-7 Project P&ID-Plant No. 1** and **Appendix A-8 Project P&ID-Plant No. 2** shall be demolished and replaced by the Contractor, retaining the "tie-in" portions at the clouded interfaces for beneficial reuse and reattachment accordingly. The Contractor may install additional valves or instrumentation to aid in the installation, tie-in, cutover of the Dryer Systems, as approved by the OC San ENGINEER. Those portions of

interconnect piping, electrical conduits, junction boxes that are demolished or that reside inside the “clouded” portions must be replaced in-kind according to this SOW.

The listed specifications shall represent the minimum required performance characteristics for each of the Dryer Skids. Determination as to the acceptability of any proposed equipment or system(s) will be reviewed and accepted during the submittal process by the OC San ENGINEER.

6.1.1 Refrigerated Gas Dryer Chillers

Provide new in-kind Refrigerated Gas Dryer Chiller Skid Systems in accordance with the Attachments, Design Requirements, and this SOW. Comply with reference standards and design codes. Provide all labor and materials and tasks to deliver a complete operating system. Provide all the same functions as the existing Dryer Systems at a minimum, or as approved by ENGINEER in writing. Equipment Datasheets shall be provided by the Vendor for all equipment prior to delivery, for acceptance by the ENGINEER. All supplied piping and appurtenances that have the propensity to condense water from the surrounding air on its external surfaces, shall be fully insulated and of adequate thickness to ensure maximum system performance.

6.1.2 Process Design Conditions

	Plant No. 1	Plant No. 2
a. System Quantity	1	2
b. Hazardous Area Classification	Class 1 Division 1	See Section 6.1.5
c. Ambient & Air Temperature		
Minimum	30F	30F
Maximum	100F	100F
a. Permissible Space		
Indoors	See Section 6.1.4.2	See Section 6.1.4.2
Outdoors	NA	See Section 6.1.4.2
d. Process Gas Composition (H2O Saturated)	65% Methane / 35% CO2 + H2O	65% Methane / 35% CO2 + H2O
e. Process Gas Flow (Min.)	5300 SCFM	3500 SCFM
f. Process Gas Temp	100 F	100 F
g. Process Gas Pressure (Dryer Inlet)		
Minimum	50 psig	50 psig
Maximum	80 psig	80 psig

6.1.3 Dryer Chiller Design Considerations

	Plant No. 1	Plant No. 2
a. System Configuration	1	Parallel-1 Duty/1 Stby
b. No. of Skids (Maximum)	1	4
c. Refrigerant	ANY < 300 GWP	ANY < 300 GWP
d. Process Gas Outlet Temperature	75 F Dry Bulb	75 F Dry Bulb
e. Process Gas Outlet Dewpoint	40 F (+/- 2)	40 F (+/- 2)
f. Gas System Design Pressure	200 psig	200 psig
g. Total Allowable Gas Pressure Drop Maximum (Inlet to Outlet)	5 psig	5 psig
h. Cooling Water Supply Temp. (Max.)	85 F	85 F

i. Condenser Location	Indoor	Outdoor
j. Condenser Type	Water-cooled	Air-cooled
k. Compressor Type	Semi-Hermetic	Semi-Hermetic
l. Compressor Capacity Control	Single (1) Step	Single (1) Step
m. Process Gas Wetted Parts	Stainless Steel	Stainless Steel
n. Digester Gas Heat Transfer Media Precooler/Reheater Process Heat Exchanger	N/A Refrigerant	Process Gas Glycol
o. Permissible Moisture/Oil Carryover	<10 ppm	<10 ppm
p. Electrical	See Section 6.1.5	See Section 6.1.5
q. Seismic Zone	IV	IV

6.1.4 Mechanical

6.1.4.1 Tie-in Connections

	Plant No. 1	Plant No. 2
a. Gas Connections Dryer Skid Inlet Dryer Skid Outlet	8 in. 150 lb. Flange 8 in. 150 lb. Flange	6 in. 150 lb. Flange 6 in. 150 lb. Flange
b. Water Connections Water Inlet Water Outlet	2 in. 150 lb. Flange 2 in. (FPT)	NA NA

6.1.4.2 Envelope and Foundation Size

	Plant No. 1	Plant No. 2
a. Permissible Envelope Size Indoors (L x W x H) Outdoors (L x W x H)	122" x 77" x 120" NA	168" x 133" x 126" 187" x 187" x 126"
b. Foundation Size Indoors (L x W x H) Outdoors (L x W x H)	122" x 77" x 4" NA	168" x 133" x 4" 187" x 187" x 4"

6.1.5 Electrical

	Plant No. 1	Plant No. 2
a. Main Driver (nominal)	30 HP	30 HP
b. Service Factor	1.15	1.15
c. Breaker Size	80A	100A / 100A
d. Voltage	480 V	480 V
e. Phase	3	3
f. Frequency	60 Hz	60 Hz
g. Site Classification Indoor Outdoor	Class 1 Div. 1, Group D NA	Class 1 Div. 1, Group D Unclassified
h. Enclosure Rating Indoor Outdoor	NEMA-7 NA	NEMA-7 NEMA-4X

6.1.6 Instrumentation & Control

The following instrumentation shall be included on each skid as shown on the P&ID's, at a minimum, or as approved by the OC San ENGINEER in writing:

- a. Gas Inlet Temperature Gauge & Indicator
- b. Gas Outlet Temperature Gauge & Indicator
- c. Refrigerant Low-Pressure Gauge
- d. Refrigerant High-Pressure Gauge
- e. Compressor Low Oil Pressure Gauge
- f. Power On Light
- g. Compressor Running Light
- h. Refrigeration System Pumpdown Switch
- i. Auto-drain Timer on-off switch
- j. Emergency Off Pushbutton
- k. High Dewpoint Light
- l. Alarm Silence Pushbutton
- m. Elapsed Time Meter
- n. Alarm Horn

6.1.7 Material Requirements

The Contractor shall supply all major equipment according to this SOW and the following requirements:

A. Pressure Vessels & Heat Exchangers

ASME Section 8 Div. 1 of the Boiler and Pressure Vessel Code shall be employed in the design of all heat exchangers and pressure vessels, unless specifically exempt from them by the code, including National Board Registration. The Contractor shall provide a digital copy of all ASME calculations and shall also include a unique U-1 Mfr. Datasheets for each applicable vessel to the OC San ENGINEER as a submittal.

All process gas pressure vessels, heat exchangers, and wetted parts shall be constructed of 304 stainless steel at a minimum and designed accordingly. All refrigeration system piping and appurtenances shall employ materials designed according to the conditions and the refrigerant media and conditions detailed herein.

B. Digester Gas Composition and Flow

The Vendor shall be responsible to provide all Dryer Chiller equipment and appurtenances adequately sized to accommodate the flow conditions as detailed herein. The Vendor shall also provide detailed equipment sizing reports and/or datasheets, including records of all engineering calculations and assumptions.

C. Piping

The Contractor shall provide new piping, control valves, shut-off valves, pipe supports, and insulation as required. Piping shall be as required to reconnect the dryer system (s) to the existing piping network and tie-in points. Piping and valving shall be replaced with the same size, type, function, and material of construction as the existing piping to match the P&ID. All metallic components and elements in direct contact with the process gas and/or condensate shall be 304 stainless steel material or better, unless otherwise specified.

Connections shall be flanged, welded, threaded, or as otherwise acceptable to the OC San ENGINEER. Pickling and passivation applies to factory or shop

welds. Custom flanges with elbows and short pipe links can be pre-made and field attached as necessary.

D. System Appurtenances

The Contractor shall replace all appurtenances, separators, heat exchangers, components, valves, control devices, and instrumentation as detailed in the project P&ID's.

6.1.8 Electrical and Instrumentation

The Contractor shall be responsible for disconnecting existing system and reconnecting all new electrical equipment, including power feed, control panels, control valves, and instrumentation; and to replace all conduits, flex conduits, and wiring as needed to accommodate new installation. Contractor shall install new power and control cables from existing Motor Control Center and control panels to the new systems as needed to avoid splicing of cables. Provide additional conduit, supports, and equipment / instrument stands as necessary for a finished installation in accordance with this SOW or as approved by the ENGINEER. Installations shall be confined to within the provided permitted equipment area restrictions. Provide all components required to reconnect new items to existing systems. Supply and replace in-kind all the required instrumentation including properly sized relief valves, control valves, temperature elements, pressure gauges, and flow instruments as identified in this SOW or as necessary to provide a complete operational system.

6.1.9 Equipment Foundation Survey, Anchor Bolt Assessment

The existing concrete equipment foundations shall be re-used, and equipment system designed to fit on them and within the bounds detailed herein. Based on recent limited visual inspection of the anchor bolts, there is varying degrees of corrosion, some anchor bolt nuts do not have a full grip on the bolt threads due to shimming plates, and the condition of the anchor bolts below the anchor nut is not visible, therefore the Contractor shall assess the condition of the anchor bolts after the equipment is removed and determine if they can be salvaged and reused. Assume for bidding purposes that all the anchor bolts shall be replaced. Submit anchor bolt calculations prepared by a Professional Engineer licensed in the State of California.

6.1.10 Equipment Cutover

The Contractor shall be responsible for completing the operational cutover of each of the new Gas Dryer Chiller Skids within seven (7) calendar day duration of disconnecting the legacy dryer that it will be replacing. No more than one (1) refrigerated dryer can be non-operational at any one time, combined at either plant. The Contractor shall be responsible for the proper staging and coordination of the system cutovers, as well as providing a system purge plan and schedule of planned activities for coordination purposes.

Purging of the Digester gas shall be done in a safe manner, and through charcoal canisters to eliminate the release of hydrocarbons directly to the atmosphere. Purging of the refrigerants shall also be done in a similar manner. Proper disposal of all liquids and heat transfer fluids shall also be required.

6.1.11 LOTO

The Contractor shall assist as needed to properly isolate and render the system safe, while utilizing the lock and key method that is normally performed. OC San LOTO procedures shall be followed at all times.

6.1.12 Labor

All work shall be performed, and all components and materials shall be provided by the Contractor in accordance with this SOW. Provide all labor, elements, accessories, and appurtenances for a complete and fully operating system per the P&ID.

6.1.13 Essential facility

The new Dryer Chiller systems shall be designed as Essential Facilities with a Seismic Category of IV. The work shall be completed in accordance with the latest applicable codes and regulations.

6.1.14 Certificate of proper installation

Installation shall be in accordance with the applicable component or equipment manufacturer's requirements. The Dryer Chiller manufacturer shall provide Certification of Proper Installation prior to operation and Certification of Proper Operation prior to substantial completion.

6.1.15 Disposal

The Contractor shall be responsible for the removal of all debris and demolished items from the site(s) associated with this SOW. However, OC San reserves the right to keep all used, unused, and replaced parts. No materials or equipment shall be taken off the site, without OC San's written authorization.

6.1.16 Laydown area

OC San will provide limited space at Plant No. 1 and Plant No. 2 for a laydown and staging area as necessary, on premises to be determined. The Contractor shall include all expenses and costs related to accessing the laydown and staging area provided by OC San or for an offsite storage and laydown area if required.

6.1.17 Inspectors

OC San may assign inspectors and other staff to witness the Contractor's activities, including, but not limited to, installation, all readings taken, and all tests performed by the Contractor. The presence or lack of presence of OC San or OC San's representative does not relieve the Contractor from the requirements to perform all testing, all quality control and quality assurance, and other tasks required for the work. Submit test equipment and calibration certifications prior to taking readings and tests for OC San approval.

6.1.18 Hazardous substances

OC San has sampled various miscellaneous components in the surrounding area of the existing Dryer Chiller System, including paint on the plant air pipe, air compressor, air flasks, and has not detected any surface lead. If the

Contractor encounters any suspected hazardous waste or substances in the course of the Work, they shall notify OC San immediately.

6.1.19 Protection

The Contractor shall be solely responsible for protecting in place the equipment and area surrounding the existing Dryer Chiller systems, appurtenances, and associated components and to prevent damage to it. The Gas Compressor facilities shall be maintained in operation during the execution of the work. The Contractor shall coordinate the work to avoid any interference with normal operations of plant equipment and processes. Always maintain access to the system for OC San Operations and Maintenance staff.

6.1.20 Downtime

Downtime for power interruptions and other utility services requiring taps or connections shall be kept to a minimum. Interruptions are limited to a maximum of three (3) hours each occurrence, and occurrences shall be limited to one (1) per 24-hour period. Any work that blocks roadways, access to buildings or equipment, and parking lots shall require written acceptance from OC San prior to the work being done.

6.1.21 Shutdown requests

Written Shutdown requests shall be submitted to the OC San ENGINEER or other designated OC San staff. Requests shall include a detailed shutdown plan and drawings identifying the system or equipment included in the shutdown request. The Engineer's written acceptance of shutdown requests shall be obtained twenty-one (21) calendar days in advance. The Contractor shall follow OC San's LOTO procedures for requesting LOTO isolation of equipment and working under LOTO conditions. OC San will provide tags and the Contractor shall provide a lockout device for each worker. If Work on energized electrical systems is required, refer to the OC San Contractor Safety Standards April 21, 2022 (Revision 10) for additional pertinent safety requirements.

6.1.22 Testing and Commissioning

A. Factory Testing

The Contractor shall conduct factory testing to comply with applicable standards and required certifications prior to shipping of the compressors systems, or as acceptable to the ENGINEER. Submit results of the factory testing and required certification(s), if applicable, for approval prior to shipping to jobsite.

B. System Pressure Testing

The Contractor shall isolate and test all air piping, valves, nipples, instruments, gauges, connections, etc. according to industry recognized best practices, and as acceptable to the OC San ENGINEER.

C. Electrical and Instrumentation Testing

All new instruments shall be tested, and calibrated, prior to install in accordance with latest applicable International Society of Automation (ISA)

specifications and Scope of Work Appendices. Equipment tested may include some existing items to ensure a complete system test is accomplished. All new instruments, actuators, pressure gauges and/or transmitters shall be loop checked and commissioned to provide complete working system. The Contractor to perform loop checks of all above systems and OC San to witness the checks.

D. Commissioning

The following tests shall be required and/or complied with:

i. Operational Readiness Test [ORT]

Develop step-by-step procedures to systematically test every control circuit for all equipment, instruments, devices, and wiring installed or modified under this Contract where OC San has not provided a procedure. A procedure shall be submitted for each piece of equipment with a control schematic or I/O circuit. The procedure shall test equipment in LOCAL, HAND, and REMOTE MANUAL modes of operation. The Contractor shall match the format of the procedures provided by OC San, which includes a description of the action to be performed and anticipated result, the register number for the associated programmable logic controller input and output point to be verified, action to be verified with comments, and signatures for the Contractor and the OC San ENGINEER for each procedure step. Procedures shall use the appropriate testing method for instruments and devices, to verify that the circuit is operating properly and connected to the correct device.

ii. Functional Acceptance Test [FAT]

Develop step-by-step procedures to systematically test the functionality of all equipment and systems installed or modified under this contract where OC San has not provided a procedure. The procedure shall test equipment in local auto and remote automatic modes of operation. The procedure shall test all equipment and systems in remote automatic and auto modes to verify that the equipment and systems operate as described in the control strategies of the specifications or equipment specifications sections. The procedures shall describe the initiation of shutdowns and the expected results that are to be verified and shall test all startup and shutdown conditions for each piece of equipment and the system or process train to test the complete program functionality. The procedure shall include all testing scenarios. A procedure shall be submitted for each equipment and system. A system FAT shall be provided for all equipment that function together with programming interlocks. The Contractor shall match the format of the procedures provided by OC San.

iii. Reliability Acceptance Test [RAT]

During the RAT procedures, the equipment and systems will be operated under various scenarios of normal operating conditions. Failures will be simulated to test the fail-over logic, equipment

shutdown sequencing, and equipment startup sequencing. A test to check that the system can operate continuously in the intended manner for an extended period without failure. During the RAT, the system under test shall be operated within design parameters reflecting the day-to-day operation of the facilities for an uninterrupted period. The RAT shall not be performed until: (1) All FAT procedures and requirements for the commissioning package are complete; (2) All FAT punch list items have been signed off by the OC San ENGINEER; and (3) Commissioning Phase 2 OR-FAT Completion Letter has been accepted by the OC San ENGINEER.

E. Training

The Contractor shall provide a total of eight (8) hours of training maximum in accordance with the table shown below. Training shall be for the new Dryer Chiller Systems and associated equipment, valves, and instruments. Training shall cover the following, at a minimum:

1. Equipment location and operational overview, including purpose and plant function of equipment.
2. Review catalog cut sheets, parts list, drawings, and all components of approved submittals and operation manuals. Show how to use spare parts, if any, and how to order parts.
3. Installation of specific equipment, identifying piping and flow options, valves and their purpose, and instrumentation including location of primary element and location of instrument readout.
4. Review safety references and discuss proper precautions and safety procedures around equipment and process facilities, including applicable fire safety and fire codes.
5. All modes of operation and procedures for startup, shutdown, leak test, normal operation, and emergency operating procedures including discussion of system integration and electrical interlocks, if any.
6. Demonstrate the unit and perform standard operating procedures, rounds checks, startup and shutdown procedures including isolation for maintenance work and/or long-term non-use.
7. Operations troubleshooting procedures.
8. Preventative maintenance.
9. Corrective maintenance.
10. Review Equipment Service Manuals (ESM)
11. Answer questions

Submit proposed training schedule and lesson plans, including trainer qualifications, to OC San two (2) months prior to training. At least one week prior to training session submit training manuals, handouts, visual aids, and reference material to OC San. OC San will not schedule or allow training until all items are reviewed and accepted by OC San. One (1) week following training session provide one complete set of lesson plans, training manuals, handouts, visual aids, and reference material. All documents shall be submitted in electronic format acceptable to OC San.

Training schedule shall be in accordance with the following table, or as otherwise required:

Session	Audience	Attendance	Duration (hours)	Day and Time
1	Operations	6	2	Mon-Tue Days
2	Operations	6	2	Wed-Thurs Days
3	Maintenance	4	2	Mon-Tue Days
4	Maintenance	4	2	Wed-Thurs Days
		Total: 20	Total hrs: 8	

7 Contractor Responsibility

7.1 General

As part of the Contract and Scope of Work, the Contractor shall perform the following tasks and provide OC San with the following items:

- A. The Contractor shall complete the Scope of Work as described and provide supply all parts, tools and equipment required to complete the Scope of Work.
- B. The Contractor is responsible to provide all materials and/or equipment, and other work to provide a complete operating system, and as specified herein.
- C. All components, parts or equipment found defective during testing and commissioning shall be replaced or repaired by the Contractor.
- D. The Contractor shall review and comply with all applicable requirements of OC San Contractor Safety Standards April 21, 2022 (Revision 10).
- E. The Contractor is responsible to provide all consumable supplies needed for testing and commissioning, including transportation, testing, safety equipment and personnel protection equipment.
- F. The Contractor shall be solely responsible for installing and maintaining all items in accordance with the manufacturer instructions until OC San accepts the work as defined by this contract.
- G. The Contractor shall be responsible for the repair or replacement in kind of any item damaged by the Contractor or Contractor's sub-contractor without any cost or schedule impact to OC San until turnover of the Work to OC San at the time of Final Completion. Repairs shall be completed prior to Final Completion.
- H. The Contractor shall be responsible to provide all packaging and shipping for transportation of parts and materials and equipment to and from the job site to ensure products and materials arrive at the site undamaged.

- I. The Contractor shall take measurements and record all test data during testing and commissioning and shall provide these measurements and data in a report to OC San.

7.2 Equipment Removal

The Contractor shall be responsible for the complete removal and offsite disposal of the legacy Refrigerated Dryer Systems, Piping, and Heat Exchangers and other appurtenances as required to fulfill the contract requirements.

7.3 Equipment Installation

The Contractor shall be responsible for installing the project elements per the Project Specification, Attachments, and as detailed herein. The SOW outlines the minimum equipment requirements, and coupled with the project specifications, will dictate the final installation requirements. All project elements shall be installed per the manufacturer's guidelines, and/or legacy design intent. OC San reserves the right to change, revise, or adapt the installation requirements as deemed appropriate. During the execution of work, proper controls shall be in place to protect workers from injury, and damage to OC San Facilities.

7.4 Compressor Setting and Installation

The Contractor shall install the refrigerated dryers on their original concrete foundations and anchor them to the foundation per manufacturers specifications. The Contractor shall install all piping and connections to the existing piping, and install new valves, instruments, wiring, and appurtenances as required.

7.5 Permits/Licenses

- Professional Engineer licensed design oversight for Anchor Bolts as detailed herein.
- Contractor's License Class "A"

7.6 Project Management and Planning

The Contractor shall manage the project execution according to the following:

A. Project Communications

A minimum of two (2) weeks prior to the start of work, a meeting with OC San staff, Project Kick-off Meeting, shall be held to establish appropriate contacts and review the Contractor's plan to implement this work.

Contract conferences shall be held on an on-call basis with OC San staff to keep OC San apprised of the job, review work in progress, and receive comments. Conferences shall be held at the OC San's offices or virtually (i.e. Microsoft Teams) as operational needs dictate. All notes and decision items shall be captured by the Contractor and reported in electronic format within one week. The formal agenda shall also be submitted at least one week prior to each meeting. At a minimum, progress meetings will be Biweekly through-out the duration of the project.

B. Progress Meetings

The Contractor shall conduct recurring progress meetings. Attendees shall include the Contractor, OC San, OC San designated representative, if any, and manufacturers, vendors, and sub-contractors as needed for the meeting agenda.

Progress meetings shall occur biweekly and have a minimum duration of 30 minutes.

C. Design Services

The Contractor shall design the new Dryer Chiller Systems to fit on the existing foundations, and include the proper design of equipment anchorage, pipe routing, pipe connections, valving, electrical, instrumentation, and all other appurtenances to provide a complete, operational, reliable, and safe overall system solution.

The final design must bear the stamp of a professional engineer licensed in the State of California and include the anchor bolt calculations which follow the best practice recommendations for the type of system, speed, weight, vibrational characteristics, grout type, attachment techniques, etc., as well as all manufacturers' specifications and recommendations.

D. Field Survey and Verification

Before submitting fabrication and shop drawings, the Contractor shall perform a field survey to determine dimensions, materials of construction, joint types, fitting types, interconnections, electrical and instrumentation components, and to take other measurements necessary to accurately design, fabricate and install the equipment. Such survey and verification shall include, but not be limited to anchor bolts, foundations, and points of connection to existing piping, electrical systems, and instrumentation systems. Field verification shall include review of existing field electrical control panels where sensors and control signals are wired, types of electrical signals, and engineering units and range on each shall be field verified by the Contractor.

7.7 Safety Related Tasks

Follow all applicable requirements of the OC San Contractor Safety Standards April 21, 2022 (Revision 10) and CAL OSHA requirements. All workers shall have four (4)-gas air quality monitors on their person while at the site. The Contractor shall provide Injury and Illness Prevention Plan, Site-Specific Safety Plan, and Hot Work Permits for OC San review and approval. If confined space entry is necessary, submit permit required confined space entry documents.

7.8 Rigging, Disassembly, Removal, and Installation

The Contractor shall provide all equipment required for rigging, disassembly, removal of existing compressors, equipment, appurtenances, and the installation of new. Follow requirements of OC San Contractor Safety Standards April 21, 2022 (Revision 10) and SOP-303 Crane Safety Program.

The Contractor shall provide trained staff, all materials, and equipment necessary to remove the existing compressors, equipment, appurtenances and the installation of new.

7.9 Transportation

The Contractor assumes full responsibility and costs for all shipping, transportation, , fees, duties and tariffs, scheduling, packing, handling, insurance, and other services associated with delivery of all equipment and goods deemed necessary under this project.

The Contractor shall be liable for any damage that occurs during any transport of the equipment.

Follow all State and Local laws regarding transportation of any demolished equipment.

7.10 Quality Assurance and Quality Control

The Contractor and its personnel assigned to this Contract shall have adequate direct experience for this work, with direct experience in compressor system design, fabrication, and installation. Any personnel substitutions after award shall only be done with advanced written approval from OC San. Contractor shall provide resumes of proposed replacement staff for OC San review and approval.

The Contractor shall perform all work in accordance with approved written Quality Control Plan. The Contractor shall submit their Quality Control Plan to OC San for approval before the work begins. The Quality Control Plan shall include a description of the Contractor's procedures for calibrating test equipment, establishing work procedures, maintaining compliance to work procedures, monitoring quality of work, and training of staff. The Contractor's procedures for taking and recording data, organization and retention of records, and transmittal to OC San for review and acceptance shall be included. Include all relevant ISO 9001 procedures and certifications with the Quality Control Plan.

8 Project Schedule

- 8.1** The Contractor shall provide a Project Schedule within 14 days of the Notice to Proceed (NTP) and biweekly updated schedule during field work providing a 3-week look ahead. Schedule shall be a Gantt Chart or better. The purpose of the schedule shall be to ensure adequate planning and timely execution of the work by the Contractor, facilitate coordination and interfacing of the Contractor's work with others as needed, and establish a schedule to which subsequent periodic schedule updates will be compared to determine overall progress and performance toward satisfactory completion of the work.
- 8.2** The work activities comprising the schedule shall be of sufficient detail to assure adequate planning and execution of the work such that, in the judgment of OC San, it provides an appropriate basis for predicting, monitoring, evaluating, and recording the progress of the work. The schedule shall be detailed and show critical path activities, activity duration, predecessors and successors, and start and finish dates.
- 8.3** The schedule shall contain the following milestones: Notice to Proceed; mobilization; demolition; design; parts procurement; fabrication; construction start; testing and commissioning, specified contract milestones as applicable; substantial completion; and final completion.
- 8.4** In addition to milestones/timeline, the schedule shall show at a minimum the following tasks: field verification, submittal preparation and review, factory test, fabrication, material and equipment deliveries, installation, all connections to existing plant systems and equipment including interruptions, shutdowns, LOTO, and training.

- 8.5** The Contractor shall complete the project within 434 calendar days (62 weeks) from the date the Notice to Proceed is issued. A sample Project Schedule is provided below for reference purposes.

A. Recommended Project Schedule

Milestones/Timeline	Deadline (Weeks from Kick-Off/NTP)	Review Period (Weeks)	Cumulative Weeks
Kick-Off Meeting (NTP)	-	-	-
Submittal of Schedule	2	2	4
Submittals Shop Drawings	8	4	12
Parts Procurement	22	20	42
Submittals Construction Schedule	12	2	14
Fabrication Shop Drawings	14	4	18
Quality Control Plan	18	2	20
Installation, Operation, & Maintenance Manual	20	2	22
Training Schedule	22	2	24
Commissioning Plan	24	2	26
Installation	42	16	58
Training	58	-	58
Commissioning	60	2	62
Final Completion of Work	62	-	-

9 Payment Schedule

The payment shall be invoiced per the following work below:

- Mobilization to Site
- Upon delivery of all machine shop components
- Major mechanical completion
- Final start-up commissioning

10 Resources Available

10.1 Laydown and Staging Area (To Be Determined Upon Issuance of NTP)

11 Submittals and Deliverables

11.1 Submittals

The Contractor shall provide fabrication shop drawings, product data sheets, and other submittals and procedures for review and approval by OC San for all components and parts prior to fabrication or procurement. The Contractor shall group submittals in sets to maximize efficiency. Provide detailed, to scale fabrication drawings of the compressor system and appurtenances that include dimensions, weld details, penetrations, installation details, and bill(s) of materials. Bill of materials shall

show materials of construction and coating and lining details. Submit steel metallurgical certifications for structural steel and certification that codes and standards are being met. Shop drawings must bear the stamp of a professional engineer licensed in the State of California.

Submit detailed product data sheets of all equipment, components, piping, hangers, valves, etc. Provide shop drawings for all valving, piping, connection flanges, instrumentation, and electrical components, including connection diagrams for all control valves. Provide a process flow schematic showing all equipment, components, valves and instrumentation and “redline” the legacy P&ID. Provide submittals in digital, PDF format that is high resolution (1200 dpi or higher). Ensure all non-applicable data and optional functions that are not being provided are deleted or clearly crossed out. Provide submittals to OC San for review. OC San will return submittals to the Contractor within twenty (20) working days or sooner. The Contractor shall revise submittals as directed and resubmit as necessary.

The following are the minimum submittals required for this project, as detailed herein:

1. Project Schedule
2. Equipment Shop Drawings and Data Sheets
3. Compressor System and Layout Drawings
4. Electrical Schematics/Wiring Diagrams
5. Foundation Design and or Modifications
6. Material Submittals for structural steel members
7. Installation, Operation, & Maintenance Manual(s)
8. Equipment Service Manual(s)
9. Commissioning Plan
10. Training Agenda

11.2 Equipment Service Manuals (ESM)

After acceptance of all product and shop drawing submittals, the Contractor shall submit a draft ESM, also known as Installation, Operation, and Maintenance Manual, for review and approval covering all mechanical, electrical, and instrumentation devices, and installation and operational details. Draft ESM shall be submitted 120 days prior to the start of Phase 1 – PRE-ORT. The Contractor shall revise, replace, remove and/or add documents to correct deficiencies and resubmit Final ESM prior to the start of Phase 2 – ORT and FAT for OC San review and approval. The Final ESM must be accepted by OC San 30 days before the start of Phase 2 – ORT and FAT. Revision to Final ESM may include changes necessary to reflect “as-built” conditions. ESM shall be provided in digital, PDF format that is high resolution acceptable to OC San. Ensure all non-applicable data and optional functions that are not being provided are deleted or clearly crossed out (i.e. Non-relevant configurations, sizes, materials, dash no.’s, etc. often shown on manufacturer datasheets). ESM shall include data sheets, warehouse spare equipment list, approved shop drawing submittals, installation, operation, and maintenance manuals including standard operating procedures for startup and shutdown of the compressors, supplemental drawings and instructions, and as-built information. Installation, operation, and maintenance manual section of ESM shall include recommendations for installation, adjustment, calibration and troubleshooting, step by step equipment specific procedures for starting, operating, and stopping equipment, preventative

maintenance procedures, overhaul instructions, drawings, complete parts lists and recommended spare parts, parts ordering information and special tools list.

12 Change Management

See Exhibit "F" – General Conditions.

13 Staff Assistance

The Contractor will be assigned a single point of contact on this project. Any meetings and/or correspondence related to this project shall be scheduled and approved by the OC San ENGINEER.

14 Safety and Health Requirements

The Contractor and any Subcontractors shall comply with all applicable provisions of the OC San Contractor Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent.

14.1 Injury and Illness Prevention Program

The Contractor shall submit a copy of their written, Injury and Illness Prevention Program (IIPP). The IIPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203.

14.2 Site Specific Safety Plan

The Contractor shall prepare and submit a written, job Site Specific Safety Plan (SSSP) in accordance with the Sanitation District's Contractor Safety Standards. The SSSP must address the specific hazards and controls based on the scope of work. The SSSP must include specific controls that will be implemented to keep workers safe. The Contractor shall also prepare and submit safety programs where required by Cal OSHA. These programs may include fall protection, lockout tagout, confined space entry, and hazard communication. The safety plan must be specific to the work being completed and approved prior to the start of work (includes mobilization).

14.3 Contractor Safety Orientation

The Contractor shall attend a Contractor Safety Orientation (CSO) meeting prior to the start of work. The CSO is a Sanitation District safety orientation conducted between the Risk Management Division (safety and health) and the Contractor. The CSO is conducted once per year or as job conditions or scope of work changes. The Contractor shall participate in these meetings by providing work plans and other requested safety deliverables described below. The Contractor shall sign the JSSA documentation.

14.4 Lock Out Tag Out

The Contractor shall participate in the OC San LOTO process. OC San will isolate the structure and associated systems prior to Contractor entry into the structure. OC San will prepare a written energy control procedure for the structure. OC San will demonstrate hazardous energy has been controlled by walking each isolation point and reviewing the energy control procedure with the Contractor. The Contractor shall apply their own lock and tag to the OC San lock box upon acceptable and sign the energy control procedure. Each Contractor employee working in the structure must apply their own lock and tag.

14.5 Fall Protection

Fall protection shall be provided around all openings to protect Contractor employees and OC San. Fall protection at openings shall consist of a portable guardrail or other suitable barrier to prevent persons from falling to a lower level. Fall protection will be required for personnel when using Contractor provided extension ladders when accessing the structures. Fall protection will be required when working at heights greater than six (6) feet.

Scaffold erection may be required. In all cases, the scaffolding system shall be designed by a scaffold qualified person and erected, inspected and dismantled by a scaffold competent person. The scaffolding shall be supplied by a qualified, experienced scaffolding company. Contractor shall submit scaffold plans prior to use and must be approved by OC San.

14.6 Hot Work

Any activity producing spark, flame or heat will require an OC San issued hot work permit. The Contractor, depending on the activity, will be required to provide appropriate controls in accordance with OC San's hot work program. These controls may include a fire watch, 20-pound fire extinguisher, fire blankets, and atmospheric monitor.

14.7 Training Records

Contractor shall submit copies of its employee trainings records to Risk Management for retention.

14.8 PPE

Contractor shall wear Level D Personal Protective Equipment (PPE), which includes hard-toe work boots, safety glasses, hard hats, high-visibility safety vests, long pants, sleeved shirts, gloves, and hearing protection (as needed).

All work performed in the wastewater treatment plant requires a calibrated 4-gas monitor (CO, H₂S, LEL, O₂).

LEGISTAR NO. 2023-3183
SUPPLEMENTAL ATTACHMENT
DIGESTER GAS COMPRESSOR DRYER REPLACEMENTS AT PLANT NO. 1 AND
PLANT NO. 2, PROJECT NO. FE23-01

Figure 1:

Refrigerated gas dryer skid located in the basement of Plant No. 1 Gas Compressor Building. The unit is currently inoperable.



Figure 2:

Digester gas dryer heat exchanger skids located inside of Plant No. 2 Gas Compressor Building.



Figure 3:

Refrigeration skids located outside of Plant No. 2 Gas Compressor Building. One complete refrigerated gas dryer system consists of one heat exchanger skid (shown in Figure 2) and one refrigeration skid (shown in this figure).





OPERATIONS COMMITTEE

Agenda Report

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

File #: 2024-3557

Agenda Date: 4/24/2024

Agenda Item No: 9.

FROM: Robert Thompson, General Manager
Originator: Mike Dorman, Director of Engineering

SUBJECT:

LOS ALAMITOS SUB-TRUNK AND WESTSIDE RELIEF INTERCEPTOR REHABILITATION, PROJECT NO. 3-64C

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve an agreement with Forest Lawn Memorial-Park Association for construction access and staging, sewer installation, and pavement rehabilitation in coordination with the Los Alamitos Sub-Trunk and Westside Relief Interceptor Rehabilitation, Project No. 3-64C for an amount payable to Orange County Sanitation District not to exceed \$813,000.

BACKGROUND

The Orange County Sanitation District (OC San) is rehabilitating the Los Alamitos Sub-Trunk in the city of Cypress by replacing the existing 18-inch sewer with a new, larger 26-inch sewer pipeline in the same alignment. OC San currently has an easement with Forest Lawn Memorial-Park Association (FLMPA) for the portion of the alignment that traverses FLMPA's property. This part of the project will upsize the pipe using both open cut and trenchless methods, replace manholes to accommodate the new larger pipe, and repave the area above the pipe and manholes.

RELEVANT STANDARDS

- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities
- Maintain a proactive asset management program

PROBLEM

FLMPA has asked OC San to add sewer stub outs and pavement beyond what is required for the project, which will result in additional construction costs. OC San's proposed sewer construction requires a temporary construction easement and staging area from FLMPA to perform the work.

PROPOSED SOLUTION

Approve an agreement with FLMPA for the Los Alamitos Sub-Trunk and Westside Relief Interceptor Rehabilitation, Project No. 3-64C, to reimburse OC San for the additional project scope requested by FLMPA. The exact reimbursement cost will be based on the bid price of the requested work. This agreement also includes a staging area and temporary construction easement for OC San free of charge.

TIMING CONCERNS

If the approval of the agreement is delayed, it could delay the advertisement of the project, which is currently planned for early spring.

RAMIFICATIONS OF NOT TAKING ACTION

Without this agreement in place, OC San may have to reimburse FLMPA for a temporary construction easement and staging area.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

N/A

CEQA

This project is included in the "Rehabilitation of Western Regional Sewers Project No. 3-64" Environmental Impact Report (EIR) State Clearinghouse Number 2015111077. This EIR was certified by the Board of Directors and a Notice of Determination was filed on March 23, 2017.

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Budget Update, Fiscal Year 2023-2024, Appendix A, Page 7, Rehabilitation of Western Regional Sewers, Project No. 3-64) and the budget is sufficient for the recommended action.

ATTACHMENT

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

- Agreement
- Presentation

HK: jw

**AGREEMENT BETWEEN THE ORANGE COUNTY SANITATION
DISTRICT AND FOREST LAWN MEMORIAL-PARK ASSOCIATION FOR
CONSTRUCTION ACCESS AND STAGING, SEWER INSTALLATION,
AND PAVEMENT REHABILITATION**

THIS AGREEMENT FOR CONSTRUCTION ACCESS AND STAGING, SEWER INSTALLATION, AND PAVEMENT REHABILITATION (“Agreement”), is made and entered into on this _____ day of _____, 2024 by and between the ORANGE COUNTY SANITATION DISTRICT, a County Sanitation District and public entity (“OCSAN”), and FOREST LAWN MEMORIAL-PARK ASSOCIATION, a California nonprofit mutual benefit corporation (“FOREST LAWN”). OCSAN and FOREST LAWN are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties.”

RECITALS

WHEREAS, OCSAN is a duly organized County Sanitation District existing pursuant to the County Sanitation District Act, California Health and Safety Code section 4700, *et seq.*, providing for the ownership, operation, and maintenance of wastewater collection, treatment, and disposal facilities within Orange County, California; and

WHEREAS, FOREST LAWN is a California nonprofit mutual benefit corporation; and

WHEREAS, OCSAN, as part of its Project 3-64C, is rehabilitating the Los Alamitos Sub-Trunk and Westside Relief Interceptor (the “Project”), which will necessitate some excavation and rehabilitation of roadways passing through FOREST LAWN property; and

WHEREAS, FOREST LAWN has agreed to provide OCSAN with access to its property for the duration of Project activities, including granting a temporary construction easement and providing a construction staging area as described and depicted in **Exhibit 1**; and

WHEREAS, FOREST LAWN has further agreed to relocate certain utility lines on its property in order to facilitate Project activities; and

WHEREAS, OCSAN has agreed to perform pavement rehabilitation work on portions of Cypress Drive and Guardian Drive on FOREST LAWN property that are not affected by Project activities (“Pavement Rehabilitation”), such work to include the construction of a two-inch grind and cap pavement section, an area of approximately 36,000 square feet, as described and depicted in **Exhibits 2, 2A, 2B & 2C**; and

WHEREAS, the Parties agree that the contractor OCSAN selects to perform the Project shall also perform the Pavement Rehabilitation; and

WHEREAS, OCSAN agrees to contract and manage the Pavement Rehabilitation as part of the Project provided FOREST LAWN reimburses OCSAN for additional contract costs and eight percent staff labor costs associated with the Pavement Rehabilitation subject to the terms and conditions included herein; and

WHEREAS, OCSAN has further agreed to make additional improvements to FOREST LAWN property in and around the Project area, including tree removal and relocation of asbestos cement water lines.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereto agree as follows:

Section 1: Recitals. The Recitals above are deemed true and correct, are hereby incorporated into this Agreement by this reference, as though fully set forth herein, and each Party to this Agreement acknowledges and agrees that it is bound by the same.

Section 2: OCSAN's Obligations.

- A. OCSAN shall be responsible for advertising, awarding, and administering a contract for the Project, in conformance with all applicable laws governing construction of public works by OCSAN. In connection with the foregoing, OCSAN will include in its bid package the Pavement Rehabilitation work required by FOREST LAWN, and will administer and enter into a construction contract to perform this work.
- B. OCSAN will remove eight large pine trees within the temporary construction easement area obstructing the Project construction work area. OCSAN will purchase eight 48-gallon box trees to replace the removed pines. These replacement trees will be delivered to FOREST LAWN at the conclusion of construction activities for the Project.
- C. OCSAN will relocate two 8-inch irrigation asbestos cement water lines that obstruct the Project construction area. During construction activities, OCSAN will coordinate with FOREST LAWN for a two-day shut down, at each location, of the irrigation main to facilitate tie-ins.
- D. OCSAN will comply, and will cause its agents and contractors to comply, with all applicable laws, regulations, and ordinances in connection with the work to be performed under this Agreement.
- E. All of OCSAN's construction work will be performed between either the period of May 15, 2025 and November 15, 2025 or May 15, 2026 and November 15, 2026. If the construction work requires additional time outside the periods stated above, OCSAN will provide a revised schedule to FOREST LAWN, which shall be subject to FOREST LAWNS's approval in its reasonable discretion.
- F. All work shall be performed at night starting at 6:00 pm and ending at 6:00 am each night, except for fusing of pipes. All open construction trenches will be plated or backfilled by the end of each night's work, all traffic control will be removed and open to allow traffic to use the roadways

within the Project work areas. This will be repeated for each night's work. The contractor will be allowed to work during the day for two consecutive days when fusing pipes starting at 6:00 am and ending at 6:00 pm each day, for each time a pipe is installed via pipe bursting.

- G. OCSAN shall by written agreement with the contractor(s) engaged by OCSAN to perform the work require that such contractor(s) carry out all work in a manner which will avoid interference with the business and services of Forest Lawn and require that all contractor(s) and subcontractor(s) performing any of the work shall (1) comply with the Forest Lawn construction rules and regulations included in the contract documents; (2) comply with reasonable rules requiring cessation of work (including cessation of delivery or removal of materials) to avoid interference with nearby funerals or processions; (3) ensure that if the vehicles of the contractor(s) and subcontractor(s) encounter a funeral procession or graveside service on Forest Lawn Memorial-Park roads, the vehicles must take an alternate route to avoid the service or procession or pull over to the curb and stop until the procession has passed or the service has concluded; (4) maintain at all times a dignified, proper and courteous attitude toward members of the public, contact with whom shall be avoided to the extent practicable; (5) follow instructions given by Forest Lawn's authorized personnel with respect to conduct at the property; (6) observe a nonoffensive dress code which requires wearing shirts at all times and forbids wearing short pants; (7) utilize at Forest Lawn's request, an assigned gate or entrance to the site, which gate or entrance may be changed from time to time at Forest Lawn's discretion; and (8) cooperate with union and nonunion personnel of other contractors, subcontractors or suppliers of Forest Lawn. OCSAN shall require by written agreement and take all steps necessary to ensure that none of the personnel of OCSAN or contractor(s) or subcontractor(s) (a) smokes anywhere on the property or (b) harasses, insults, intimidates, or bothers anyone on the property, including but not limited to Forest Lawn's employees. OCSAN shall require by written agreement that the contractor(s) engaged by OCSAN to perform the work incorporate the provision of this paragraph in their agreements with subcontractor(s) performing any portion of the work.
- H. OCSAN shall by written agreement with the contractor(s) engaged by OCSAN to perform the work require such contractor(s) to provide, in connection with any payments to such contractor, including as a condition precedent to payment in connection with the Pavement Rehabilitation work, (i) unconditional waivers and releases of mechanics liens, stop payment notices, bond claims and other claims from such contractor(s) and all subcontractors and suppliers for whom payment was made in the prior period for which payment was requested, in a form which substantially conforms to Section 8134 of the California Civil Code, acknowledging payment for all labor, services, equipment and materials supplied to the project before the end of the period for which application for payment is

made, and (ii) conditional waivers and releases from such contractor(s) and all subcontractors and suppliers for whom payment is sought, in a form which substantially conforms to Section 8132 of the California Civil Code, acknowledging their agreement to waive mechanics liens, stop payment notices, bond claims and other claims upon payment for materials furnished in the period for which application for payment is made. OCSAN such provide copies of such lien waivers and releases to FOREST LAWN upon receipt.

Section 3: FOREST LAWN's Obligations.

- A. FOREST LAWN hereby grants OCSAN, at no cost, a temporary construction easement and staging area as described and depicted in **Exhibit 1**, for the duration of Project construction until all work within FOREST LAWN property is completed.
- B. OCSAN does not permit sewer lateral connections to its regional sewer facilities. OCSAN will install two sewer stub-outs on its Project rehabilitated sewer facilities at the locations described in **Exhibit 2B & 2C** to permit the connection of City of Cypress sewer mains to serve FOREST LAWN in the future. FOREST LAWN will submit an application to OCSAN for a sewer connection permit prior to construction and connection of any sewer serving FOREST LAWN that connects to OCSAN sewer facilities at the stub-outs. FOREST LAWN will work with the City of Cypress to sign the application as the applicant and submit to OCSAN for approval.
- C. Following OCSAN's removal of the two 8-inch irrigation asbestos cement water mains (as referenced in Section 2 of this Agreement), FOREST LAWN will sign the manifest as the owner of the hazardous material once the conflicting segment of pipe is removed and ready for disposal.
- D. Following OCSAN's delivery of the eight 48-gallon box trees (as referenced in Section 2 of this Agreement), FOREST LAWN will, at its sole expense, replant these trees outside OCSAN's easement area.

Section 4: Payment for Work. Within forty-five (45) days of FOREST LAWN accepting the Pavement Rehabilitation work as complete, and provided that FOREST LAWN receives an invoice for the work from OCSAN, FOREST LAWN will remit payment to OCSAN for the actual, final costs for the Pavement Rehabilitation work, including (1) any change order(s) associated with this work, provided such change orders are approved by Forest Lawn in writing in advance of performance of such changed work and (2) OCSAN staff time required to manage the Pavement Rehabilitation work (collectively, "Costs"), provided that Costs which may be invoiced by OCSAN for payment by FOREST LAWN and which are eligible for payment by FOREST LAWN shall be limited to (1) and (2) above and the following:

1. Wages of construction workers directly employed by the Contractor(s) engaged to perform the Pavement Rehabilitation work only.
2. Wages or salaries of the supervisory and administrative personnel of the Contractor(s) engaged to perform the Pavement Rehabilitation work when stationed at the site for performance of the Pavement Rehabilitation work only.
3. Payments made by the Contractor(s) engaged to perform the Pavement Rehabilitation work only in accordance with the requirements of subcontracts or purchase orders on account of the Pavement Rehabilitation work only.
4. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the Pavement Rehabilitation work only (excluding the cost of owner-procured equipment).
5. Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor(s) at the site and fully consumed in the performance of the Pavement Rehabilitation work only.
6. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor(s) at the site for performance of the Pavement Rehabilitation work only. The total rental cost of any Contractor-owned item may not exceed the purchase price of any comparable item.
7. Costs of removal of debris arising from the Pavement Rehabilitation work only from the site of the Pavement Rehabilitation work and its proper and legal disposal.
8. Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office to the extent incurred for performance of the Pavement Rehabilitation work only.
9. Costs of materials and equipment suitably stored off the site at a mutually acceptable location for performance of the Pavement Rehabilitation work only.
10. Costs of temporary utilities (water, gas, electricity, sewer, etc.) necessary for the performance of the Pavement Rehabilitation work only.
11. Costs of the premiums for all insurance and bonds that the Contractor(s) are required to procure in the amount attributable to the Pavement Rehabilitation work only.
12. Fees and assessments for permits not obtained by FOREST LAWN and for inspections which the Contractor(s) are required to procure, and fees of laboratories for any tests required for the Pavement Rehabilitation work only, except those related to defective or nonconforming Pavement Rehabilitation work.

13. Reasonable costs incurred by the Contractor(s) in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property in connection with the Pavement Rehabilitation work only.

No costs of the Pavement Rehabilitation work except those specified above shall be invoiced by OCSAN or paid by FOREST LAWN.

Prior to performance of any Pavement Rehabilitation work, OCSAN shall provide to FOREST LAWN the contracted price with the Contractor(s) engaged to perform the Pavement Rehabilitation work and an estimate of the costs of OCSAN staff time, 4 percent (4%) required to manage the Pavement Rehabilitation work. In the event that the total of such costs exceeds the amount of \$813,000 (the "Pavement Rehabilitation Work Estimate"), in addition to and not in limitation of any rights it may have under this Agreement or applicable law FOREST LAWN shall have the option, within 10 days of being provided with the Pavement Rehabilitation Work Estimate, to terminate this Agreement in part with respect to the Pavement Rehabilitation work by written notice to OCSAN. In the event of such termination, FOREST LAWN shall have no further obligation of any kind, including with respect to payment, in connection with the Pavement Rehabilitation work.

Section 5: Insurance. FOREST LAWN and OCSAN, and each of their officials, officers, employees, and agents, shall be named as additional insureds in all construction contract, commercial general liability, and automobile liability insurance policies relating to the Project. OCSAN shall by written agreement require the contractor(s) engaged by OCSAN to perform the work, and shall require such contractor(s) to include in contracts with subcontractor(s), provisions requiring such contractor(s) and subcontractors to maintain throughout the performance of the work at least the following insurance in the following limits:

1. Commercial General Liability, including Operations, Contractual, Contractor's Protective Liability, and Completed Operations coverages- occurrence basis with not less than \$2,000,000 combined single limit for bodily injury and property damage;
2. Comprehensive Automobile Liability covering Contractor's owned, non-owned and hired vehicles used in the performance of the work with limits not less than \$1,000,000 bodily injury and \$500,000 property damage; and
3. Workers compensation at statutory limits and employers liability insurance in an amount not less than \$1,000,000 each accident, \$1,000,000 each disease, policy limit \$1,000,000 each disease/each employee.

Section 6: Indemnification.

- A. OCSAN hereby agrees to release, indemnify, protect, defend and hold FOREST LAWN, its officers and employees harmless from and against any and all claims, loss, demands, expenses, damages, or liabilities whatsoever for injuries to or death of persons or damage to property in any manner arising out of the exercise or enjoyment by OCSAN (and/or contractors and/or subcontractors performing the Work) of any right or permission

herein given or by reason of any failure on the part of OCSAN to keep or perform any of the terms or conditions of this Agreement. OCSAN shall by written agreement include in contracts with contractor(s) engaged by OCSAN to perform the work, and require such contractor(s) to include in contracts with subcontractor(s) engaged in to perform the work, provisions requiring such contractor(s) and subcontractor(s) to defend, indemnify and hold harmless FOREST LAWN and its officers and employees from and against any and all claims, loss, demands, expenses, damages, or liabilities whatsoever for injuries to or death of persons or damages to property in any manner arising out of the negligent acts or omissions of such contractor(s) and/or subcontractor(s) in connection with, arising from, or in any manner relating to the work.

- B. FOREST LAWN hereby agrees to release, indemnify, protect, defend and hold OCSAN, its officers, agents, contractors and employees harmless from and against any and all claims, loss, demands, expenses, damages, or liabilities whatsoever for injuries to or death of persons or damage to property in any manner arising out of the exercise by FOREST LAWN of any obligation or failure on the part of FOREST LAWN to keep or perform any of the terms or conditions of this Agreement.

Section 7. Term. This Agreement will be in full force and effect until the specified obligations of both Parties have been fulfilled or until the Parties mutually agree to terminate this Agreement in writing.

Section 8: Agents. Any contractor or subcontractor performing or providing services in connection with the work described herein on behalf of either Party will be conclusively deemed to be the servant and agent only of the Party that employed or contracted with said contractor or subcontractor.

Section 9: Notices. All notices or other communications required or permitted hereunder will be in writing and will be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, delivered or sent by electronic transmission, and will be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission with confirmation of receipt. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications will be addressed as follows:

To OCSAN:	Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, CA 92708 Attention: Hardat Khublall, Project Manager Phone: 714-593-7377 E-mail: hkhublall@ocsan.gov
-----------	---

To FOREST LAWN: FOREST LAWN Memorial Park Association
1712 S. Glendale Ave.
Glendale, CA 91205
Attention: William Hahn
VP Architecture & Engineering
Phone: 323-551-5035
E-mail: whahn@forestlawn.com

Section 10: Jurisdiction. In the event of a dispute regarding performance or interpretation of this Agreement, the venue for any action to enforce or interpret this Agreement will lie in the Superior Court of California for Orange County.

Section 11: Cooperation. The Parties shall cooperate with each other to achieve the purpose of this Agreement and shall execute such other and further documents and take such other and further actions as may be necessary or convenient to fulfill their obligations described herein. The Parties further agree to use all reasonable efforts to cause the fulfillment of the conditions to the Parties' obligations hereunder and to obtain as promptly as possible all approvals from each and every third party, whether private or governmental, required in connection with the work contemplated by this Agreement.

Section 12: No Third Party Beneficiaries. This Agreement is entered into by and for FOREST LAWN and OCSAN, and nothing herein is intended to establish rights or interests in individuals or entities not a party hereto.

Section 13: Force Majeure. Except for the payment of money, neither Party will be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, acts of third parties, or any law, order, or requirement of any governmental agency or authority.

Section 14: Governing Law. This Agreement will be governed by the laws of the State of California.

Section 15: Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes all previous negotiations and agreements between the Parties pertaining to the subject matter hereof.

Section 16: Waiver. A waiver of a breach of the covenants, conditions, or obligations under this Agreement by either Party will not be construed as a waiver of any succeeding breach of the same or other covenants, conditions, or obligations of this Agreement.

Section 17: Modification. Alteration, change, or modification of this Agreement will be in the form of a written amendment, which will be signed by both Parties.

Section 18: Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will continue in full force and effect.

Section 18: Agreement Execution and Authorization. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity on whose behalf he or she is executing this Agreement.

Section 20: Counterparts Deemed Original: This Agreement may be executed in one or more counterparts (including by e-mail, other electronic transmission, and/or facsimile), all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be one and the same original instrument.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first below written.

ORANGE COUNTY SANITATION DISTRICT

By _____
Chad P. Wanke Date
Chair of the Board

ATTEST:

By _____
Kelly Lore Date
Clerk of the Board

APPROVE AS TO FORM:

By _____
Bradley Hogin
General Counsel

FOREST LAWN MEMORIAL-PARK
ASSOCIATION

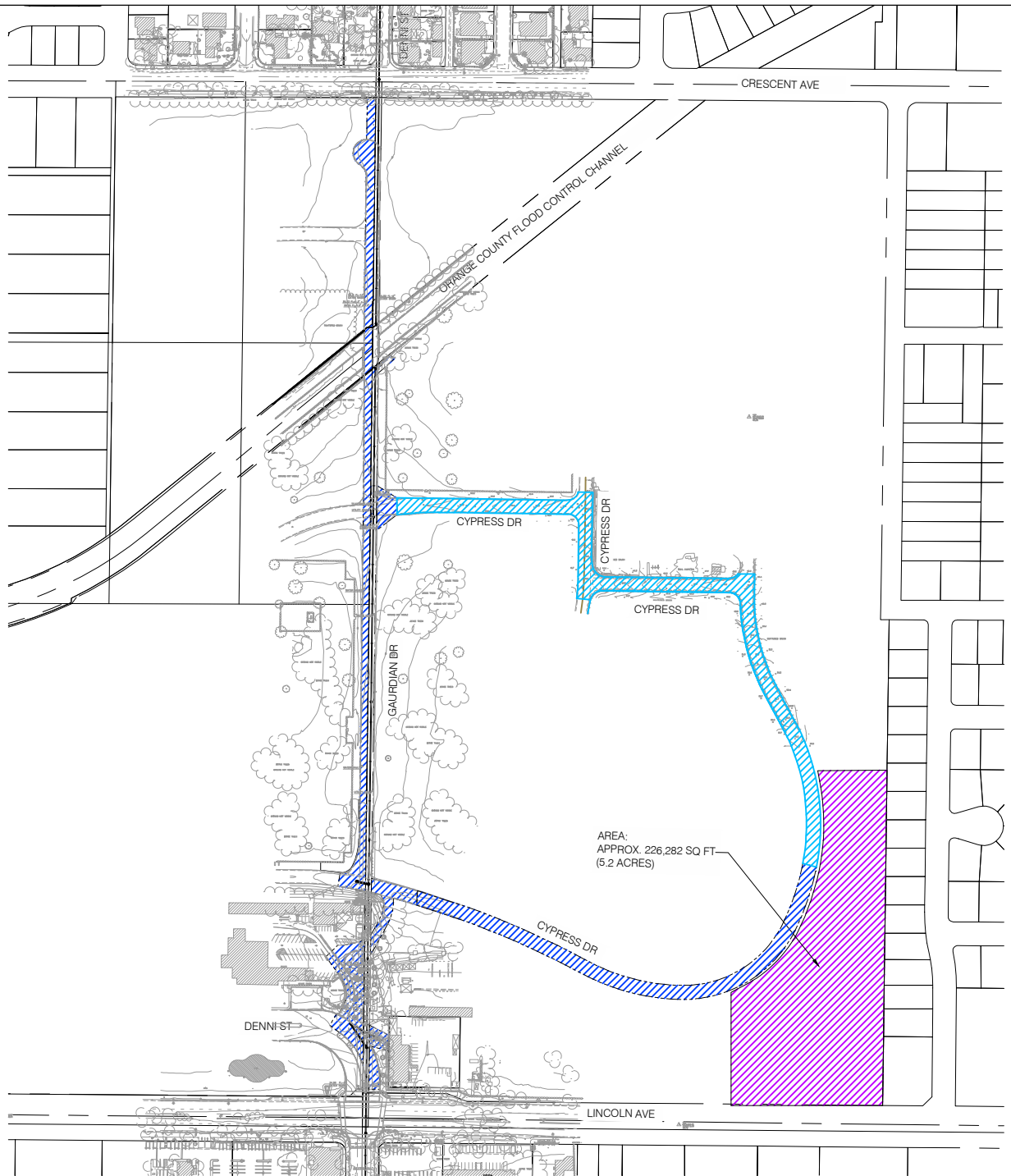
By _____
Darin B. Drabing Date
President and CEO

EXHIBIT “1”

Staging and Temporary Construction Easement Area

(See attached.)

DWG: \\naacomet.com\Vis\AMER\Orange\USORA\DCS\Projects\WTR\0488317_3-64C-CAD\FIGS2\Construction\SHEETS\Figures\Forest Lawn Cemetery\TCE_Staging\Exhibit 1.dwg Layout Name: FIGURE 1 - Plotted by: Meja, Danny Date: 2/26/2024 - 2:35 PM
XREFS: G-B08R11n - 3-64C-V-SURV02 - 3-64C-HALNOI-RCH2 - CPT 2022020 Forest Lawn Supp topo 152864_21 236 22 006-1 - 22-3496_Topo_SUPP TOPO_20220504 - 22-3496_JTM_FL_SUPP TOPO_20220504 - 22-3496_Topo_SUPP TOPO_20220406 - 3-64C-V-TP0001 IMAGES



LEGEND:



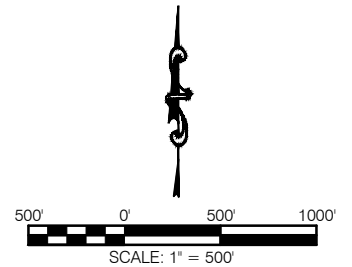
TEMPORARY CONSTRUCTION
EASEMENT



ALTERNATE TEMPORARY
CONSTRUCTION EASEMENT



CONSTRUCTION STAGING /
LAY-DOWN AREA



AECOM

AECOM Technical Services, Inc.
999 W TOWN & COUNTRY ROAD
ORANGE, CA 92668
T 714-567-2400 F 714-567-2441

www.aecom.com

LOS ALAMITOS SUB-TRUNK AND WESTSIDE
RELIEF INTERCEPTOR REHABILITATION

FOREST LAWN STAGING AREA AND TCE

OC SAN
PROJECT NO.

3-64C

FIGURE

1

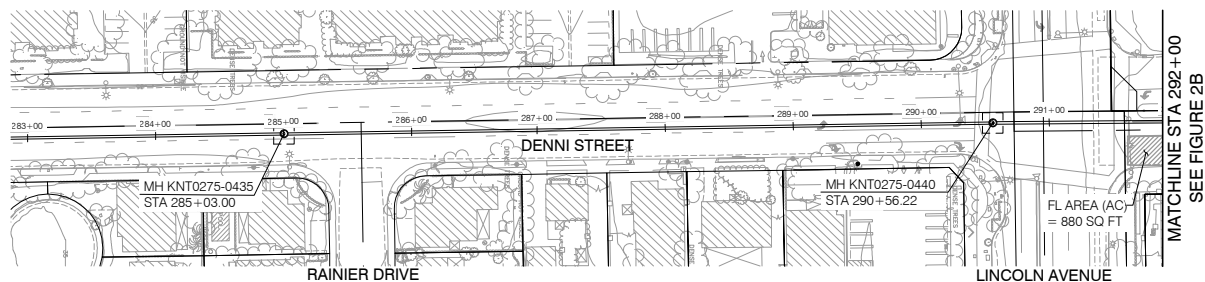
EXHIBIT “2, 2A, 2B & 2C”

Forest Lawn Pavement Rehabilitation Area

EXHIBITS “2B & 2C”

Location of Sewer Stubs

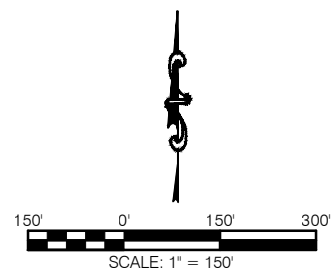
(See Attached)



LEGEND:



ADDITIONAL PAVEMENT RESURFACING REQUESTED BY FOREST LAWN CEMETERY. CONTRACTOR SHALL REMOVE AND REPLACE ASPHALT PER DETAIL A ON DWG C7001 AND IN ACCORDANCE WITH SPECIFICATION SECTION 02550. CONTRACTOR SHALL RESTORE THERMOPLASTIC STRIPING, DELINEATORS, PAVEMENT MARKINGS OR PAINTED CURBS IMPACTED BY CONSTRUCTION ACTIVITIES PER SSPWC.

**AECOM**

AECOM Technical Services, Inc.
999 W TOWN & COUNTRY ROAD
ORANGE, CA 92868
T 714-567-2400 F 714-567-2441

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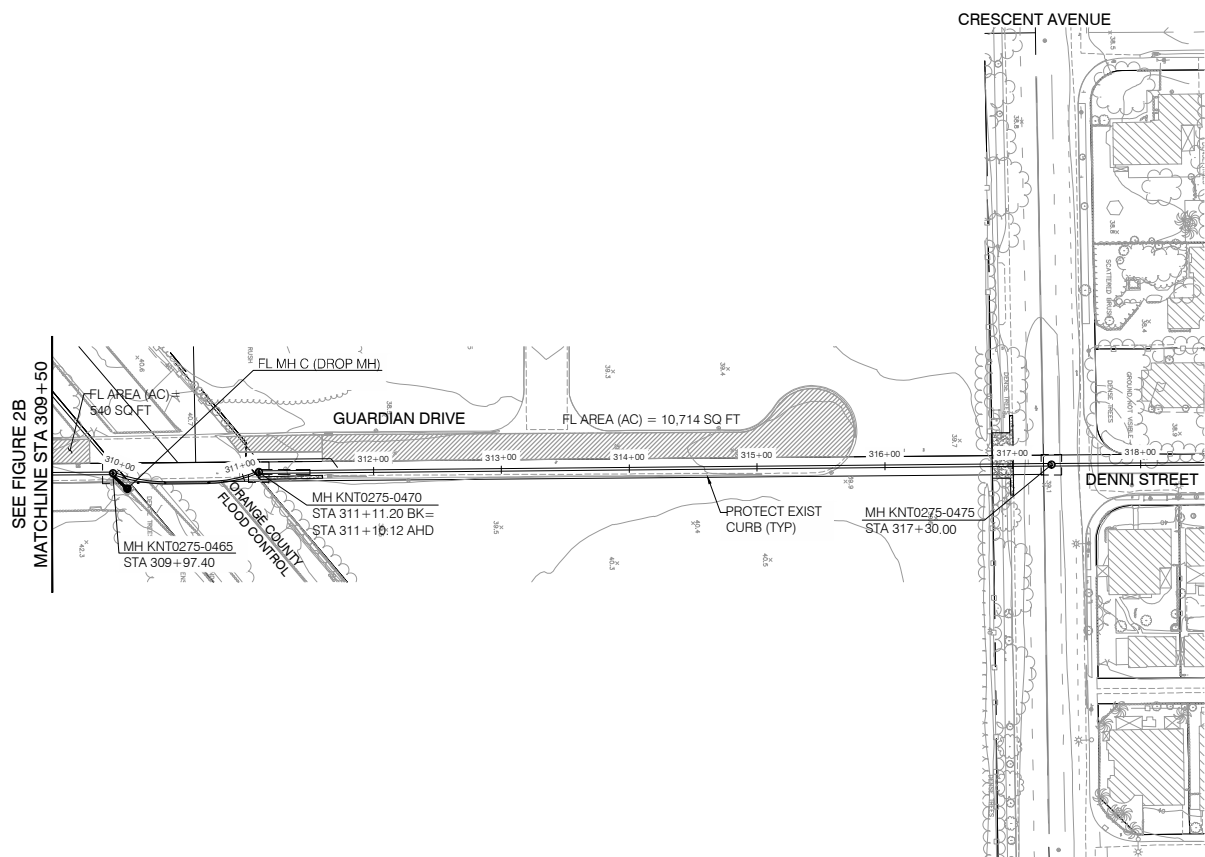
LOS ALAMITOS SUB-TRUNK AND WESTSIDE RELIEF INTERCEPTOR REHABILITATION
FOREST LAWN PAVEMENT RESURFACING PLAN STA 283+00 TO STA 292+00

OC SAN
PROJECT NO.

3-64C

FIGURE

2A



LEGEND:



ADDITIONAL PAVEMENT RESURFACING REQUESTED BY FOREST LAWN CEMETERY. CONTRACTOR SHALL REMOVE AND REPLACE ASPHALT PER DETAIL A ON DWG C7001 AND IN ACCORDANCE WITH SPECIFICATION SECTION 02550. CONTRACTOR SHALL RESTORE THERMOPLASTIC STRIPING, DELINEATORS, PAVEMENT MARKINGS OR PAINTED CURBS IMPACTED BY CONSTRUCTION ACTIVITIES PER SSPWC.



150' 0' 150' 300'

SCALE: 1" = 150'

AECOM

AECOM Technical Services, Inc.
999 W TOWN & COUNTRY ROAD
ORANGE, CA 92868
T 714-567-2400 F 714-567-2441

www.aecom.com


LOS ALAMITOS SUB-TRUNK AND WESTSIDE RELIEF INTERCEPTOR REHABILITATION FOREST LAWN PAVEMENT RESURFACING PLAN STA 309+50 TO STA 318+50

OC SAN
PROJECT NO.


3-64C

FIGURE

2C



Orange County
Sanitation District
70th Anniversary




Los Alamitos Sub-Trunk and Westside Relief Interceptor Rehabilitation, Project No. 3-64C

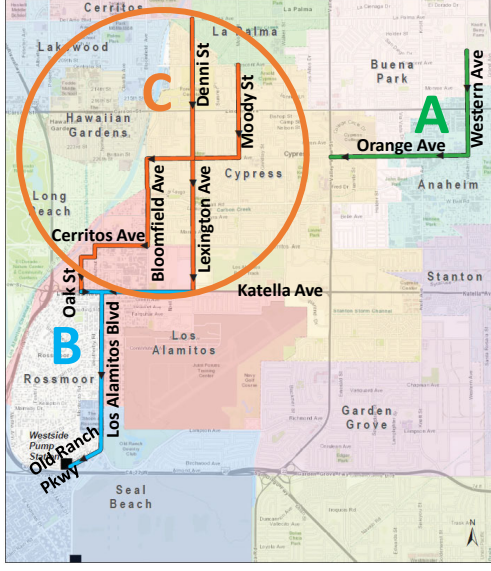
Presented by:
Martin Dix, Engineering Manager

Operations Committee
April 3, 2024

1

Project Location





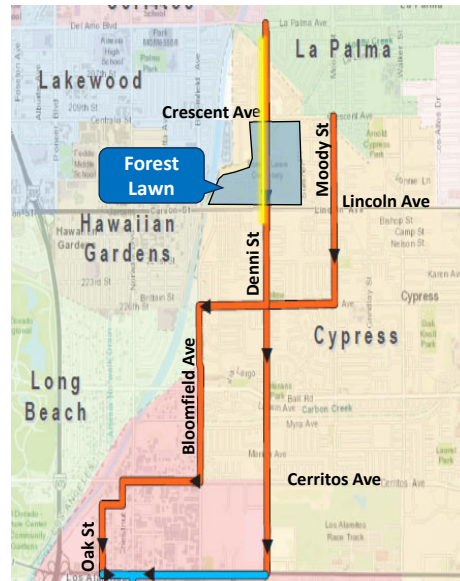
- Cypress
 - Forest Lawn Cemetery
- Los Alamitos
- La Palma

2

Project Limits

Pipeline	
Open Cut	620 ft
Pipe Bursting	4,360 ft
CIPP	120 ft
Grout Injection	30,000 ft

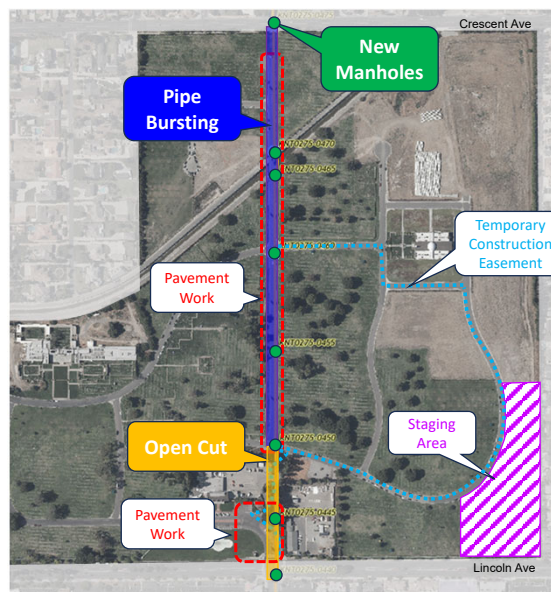
Manholes	
Replacement	24
Rehabilitation	71
Abandonment	1
New Installation	4



3

Work in Forest Lawn Cemetery

- Night work
- May to November
- Existing 15-foot wide easement
- Need additional area
 - Temporary construction easement
 - Staging



4

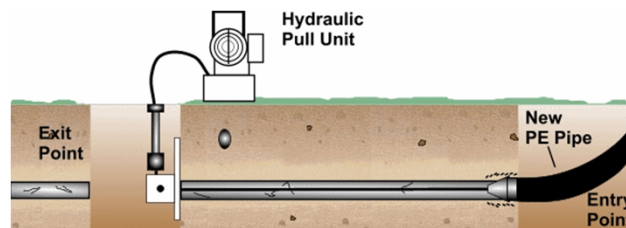
Pipe Construction Methods



Open-Cut
Replacement
620 ft



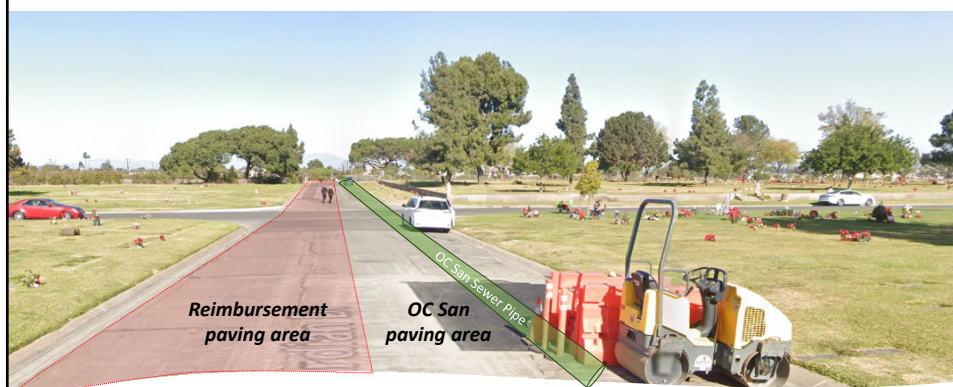
Pipe-
Bursting
4,360 ft



5

5

Forest Lawn Agreement



- Splitting paving costs for roadway (2" grind and cap)
- Reimburse for 2 sewer stub-outs
- Temporary construction easement and staging area
- Reimburse 4% fee

6

6

Recommendation



Recommend to the Board of Directors to:

Approve an agreement with Forest Lawn Memorial-Park Association for construction access and staging, sewer installation, and pavement rehabilitation in coordination with the Los Alamitos Sub-Trunk and Westside Relief Interceptor Rehabilitation, Project No. 3-64C for an amount payable to Orange County Sanitation District not to exceed \$813,000.

7

7



8



ADMINISTRATION COMMITTEE

Agenda Report

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

File #: 2024-3574

Agenda Date: 4/24/2024

Agenda Item No: 10.

FROM: Robert Thompson, General Manager
Originator: Laura Maravilla, Director of Human Resources

SUBJECT:

PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR INDUSTRIAL HYGIENE SERVICES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a Professional Consultant Services Agreement for Arcadis U.S., Inc. to provide Industrial Hygiene Services, Specification No. S-2023-1441BD, for a total amount not to exceed \$443,157 for a one-year period beginning May 1, 2024 through April 30, 2025, with four one-year renewal options; and
- B. Approve an annual contingency of \$44,316 (10%).

BACKGROUND

The Orange County Sanitation District (OC San) utilizes a third-party Industrial Hygiene Services consultant for workplace safety and compliance with California OSHA (Cal/OSHA) regulations. Under Cal/OSHA regulations, employers like OC San are required to provide a safe workplace for employees and to regularly monitor the workplace for known or potential occupational hazards. The required monitoring and assessments to identify and evaluate occupational health hazards are ordinarily achieved through this service contract and are used for CIPs and organization-wide, as needed.

In March 2019, the Board of Directors approved a one-year contract with Arcadis U.S., Inc. for Industrial Hygiene Services, with four one-year renewal options. The contract was renewed four times, with the final renewal period set to expire on April 30, 2024. In December 2023, in anticipation of the expiration of the current contract, staff initiated the RFP process seeking qualified industrial hygiene consultants.

RELEVANT STANDARDS

- Comply with Government Code Section (Title 8, CCR, Section 5155)
- Commitment to safety & reducing risk in all operations
- Provide a safe and collegial workplace

PROBLEM

OC San requires industrial hygiene services for compliance with Cal/OSHA regulations and risk mitigation to control and assess employee exposures to potential or known occupational hazards.

PROPOSED SOLUTION

Approve a Professional Consultant Services Agreement with Arcadis U.S., Inc. for Industrial Hygiene Services.

TIMING CONCERNS

The RFP process was initiated in December 2023 and completed in March 2024, resulting in Arcadis U.S., Inc. being identified for consideration by the Board of Directors. Proposals are valid for 180 calendar days from the proposal due date of January 30, 2024. Additionally, the current contract will no longer be available after April 30, 2024, as all approved renewal periods have been utilized.

RAMIFICATIONS OF NOT TAKING ACTION

Without approval of the Professional Consultant Services Agreement, OC San will be unable to conduct the required industrial hygiene surveys and assessments and ensure compliance with Cal/OSHA regulations.

PRIOR COMMITTEE/BOARD ACTIONS

March 2019 - Board approved a Professional Services Agreement for Arcadis U.S., Inc. to provide Industrial Hygiene Services, Specification S-2018-1008, for a total amount not to exceed \$500,000 for a one-year period beginning May 1, 2019 through April 30, 2020, with four (4) one-year renewal options.

ADDITIONAL INFORMATION

A RFP was issued on December 28, 2023 via PlanetBids. Proposals were due on January 30, 2024. OC San received seven proposals, which are valid for 180 calendar days from the proposal due date.

Prior to receipt of proposals, an evaluation team was formed consisting of the Safety and Health Manager and two Senior Safety and Health Specialists. The team was chaired by a Purchasing representative as a non-voting member. On February 12, 2024, an evaluation kick-off meeting was held with the evaluation team to discuss the policies and procedures of the evaluation process.

Individual scoring was the chosen method of evaluation for this procurement. Members of the team performed an independent review of the proposals and later met as a group with the assigned Purchasing representative to discuss their preliminary scores and discuss any questions/concerns they had.

Proposals were evaluated based on the following criteria:

Criterion	Weight
1. Proposed Staffing and Project Organization	20%
2. Qualifications of Firm	20%
3. Work Plan	40%
4. Cost	20%

The evaluation team first reviewed and scored the proposals based upon the criteria listed above, other than cost.

Rank	Proposer:	Proposed Staffing and Project Organization (Max 20%)	Qualifications of Firm (Max 20%)	Work Plan (Max 40%)	Subtotal (Max 80%)
1	Arcadis U.S., Inc	20%	20%	37%	77%
2	Tetra Tech	18%	17%	36%	71%
3	LAD Aviation, Inc.	15%	16%	33%	64%
4	ACC Environmental Consultants	10%	12%	21%	43%
5	All Environmental Inc	11%	11%	19%	41%
6	Kasai, Inc.	10%	9%	21%	40%
7	Advanced Environmental Group, Inc.	10%	11%	13%	34%

The cost files for two highest scoring proposals were opened. A best and final offer (BAFO) was received from both Proposers.

Rank	Proposer	Original Cost	BAFO
1	Arcadis U.S., Inc	\$ 443,156.66	\$ 443,156.66
2	Tetra Tech	\$ 589,373.00	\$ 556,573.00

Based on these results, staff recommends awarding the Professional Consultant Services Agreement to Arcadis U.S., Inc. The term of this agreement will begin on May 1, 2024, through April 30, 2025, with four optional one-year renewals.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Fiscal Year 2023-2024, Section 6, Page 20, Professional & Contractual Services) and the budget is sufficient for the recommended action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
04/24/2024	\$443,157	\$44,316 (10%)

ATTACHMENT

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

- Arcadis U.S., Inc. Professional Consultant Services Agreement

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Industrial Hygiene Services
Specification No. S-2023-1441BD

This PROFESSIONAL CONSULTANT SERVICES AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Arcadis U.S., Inc. (hereinafter referred to as "Consultant"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to obtain industrial hygiene services as described in Exhibit "A" attached hereto and incorporated herein by this reference ("Services"); and

WHEREAS, Consultant is qualified to provide the Services by virtue of experience, training, and expertise; and

WHEREAS, OC San desires to engage Consultant to render the Services as provided herein; and

WHEREAS, OC San selected Consultant to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on April 24, 2024, OC San's Board of Directors, by minute order, authorized execution of this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

1.1 This Agreement and all exhibits hereto are made by OC San and the Consultant.

1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Agreement.

Exhibit "A" – Scope of Work

Exhibit "B" – Proposal and BAFO

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 in the Agreement shall control and thereafter the provisions in the document highest in precedence shall be controlling.

1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Consultant as a result of work performed in anticipation of purchases of the Services by OC San.

1.5 Work Hours: The work required under the Agreement may include normal business

hours, evenings, and weekends. OC San will not pay for travel time.

1.6 Days: Shall mean calendar days, unless otherwise noted.

1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

1.8 The provisions of this Agreement may be amended or waived only by an amendment executed by authorized representatives of both Parties.

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

2. Scope of Work.

2.1 Consultant shall provide the Services identified in Exhibit "A" in a competent, professional, and satisfactory manner in accordance with generally accepted industry and professional standards, including fiduciary standards, ethical practices, and standards of care and competence for its trade/profession.

2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.

2.3 Familiarity with Work. By executing this Agreement, Consultant warrants that: (a) it has investigated the work to be performed and (b) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Consultant discover any latent or unknown condition 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.

2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Agreement Term.

3.1 The term of this Agreement shall be for one (1) year commencing on May 1, 2024 and continuing through April 30, 2025.

3.2 Renewals. At its sole discretion, OC San may exercise the option to renew this Agreement for up to four (4) one-year periods. This Agreement may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Agreement nor to give a reason if it elects not to renew it.

3.3 Extensions. The term of this Agreement may be extended only by an amendment signed by both Parties.

4. Compensation.

4.1 As compensation for the Services provided under this Agreement, OC San shall pay Consultant a total amount not to exceed Four Hundred Forty-Three Thousand One Hundred Fifty-Six Dollars and Sixty-Six Cents (\$443,156.66).

- 4.2 Consultant shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices submitted monthly for work completed in accordance with Exhibit "A" and consistent with Exhibit "B" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Consultant shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

6. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 To the extent Consultant's employees and/or its subconsultants perform work related to this Agreement for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Agreement. It is Consultant's responsibility to interpret and implement any prevailing wage requirements and Consultant agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Consultant and its subconsultants shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Consultant and its subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Consultant shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Consultant and its subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Consultant and its subconsultants shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Consultant and its subconsultants shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.
- 6.5.1 As a condition to receiving payments, Consultant agrees to present to OC San, along with any request for payment, all applicable and necessary certified

payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Agreement.

- 6.6 The Consultant and its subconsultants shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Consultant and any of its subconsultants shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.

6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant or its subconsultant.

- 6.7 Consultant and its subconsultants shall comply with Labor Code sections 1810 through 1815. Consultant and its subconsultants shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Consultant shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.

- 6.8 Consultant and its subconsultants shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Consultant or any subconsultant.

- 6.9 Consultant shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subconsultant: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.

- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Consultant and its subconsultants will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Consultant, by accepting this Agreement, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Consultant shall ensure that all its contracts with its subconsultants provide the

provision above.

7. **Davis-Bacon Act.** Not Used.
8. **Key Personnel.** 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 under this Agreement.
9. **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 contracts with its subconsultants provide for assignment to OC San of any documents or materials prepared by them.
10. **Ownership of Intellectual Property.**
 - 10.1 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.
 - 10.2 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 regarding New Developments and confidential information.
 - 10.3 Consultant warrants that Consultant will have 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.
 - 10.4 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 the Services hereunder shall be delivered to and shall become the exclusive property of OC San. OC San may utilize such documents, at its own risk, for OC San’s

applications on other projects or extensions of this project.

11. Right to Review Services, Facilities, and Records.

11.1 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 in such endeavor.

11.2 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.

11.3 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.

12. Conflict of Interest and Reporting.

12.1 Consultant shall, at all times, avoid conflicts of interest or appearance of conflicts of interest in performance of this Agreement.

12.2 Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between Consultant's families, business, or financial interest and the Services under this Agreement and in the event of change in either its private interests or Services under this Agreement, it shall raise with OC San any question regarding possible conflict of interest which may arise as a result of such change.

13. Damage to OC San's Property. Any of OC San's property damaged by Consultant, any subconsultant, subcontractor, or by the personnel of either will be subject to repair or replacement by Consultant at no cost to OC San.

14. 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.

15. Audit Rights. Consultant agrees that, during the term of this Agreement and for a period of three (3) years after its expiration or 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.

16. Contractor Safety Standards and Human Resources Policies. OC San requires Consultant, its subconsultants, and its subcontractors 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, the Consultant is required to follow the most stringent regulatory requirement at no additional cost to OC San. Consultant, its subconsultants, and all of their employees shall adhere to all applicable Contractor Safety Standards in Exhibit "D" and the Human Resources Policies in Exhibit "E."

17. Insurance. Consultant and all its subconsultants shall purchase and maintain, throughout the term of this Agreement and any periods of warranty or extensions, insurance in amounts

equal to the requirements set forth in the signed Exhibit "C" – Determined Insurance Requirement Form. 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 obtain and maintain the required insurance coverage shall result in termination of this Agreement.

- 18. 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 may be caused by Consultant's Services under this Agreement, or by 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 Consultant'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 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.

19. Independent Contractor.

- 19.1 The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be construed as creating an employment or agency relationship.
- 19.2 During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. OC San assumes no liability for Consultant's action and performance nor assumes responsibility for taxes, funds, payments, or other commitments, expressed or implied, by or for Consultant.
- 19.3 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 prior expressed written consent.
- 19.4 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, or holiday or sick pay. Consultant shall be responsible for providing, at Consultant's expense, disability, worker's

compensation, and other insurance as well as licenses and permits usual or necessary for conducting the Services hereunder.

19.5 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.

19.6 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.

20. Subcontracting and Assignment. 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.

21. No Solicitation of Employees.

21.1 Consultant agrees that it shall not, during the term of this Agreement and for a period of one (1) year immediately following expiration or 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.

21.2 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 expiration or termination of this Agreement, Consultant shall 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.

22. Confidentiality and Non-Disclosure.

22.1 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.

22.2 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, confidential information, knowledge, or data relating to the products, process, or operation of OC San.

22.3 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.

22.4 Consultant agrees as follows:

22.4.1 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.

- 22.4.2 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.
- 22.4.3 To return all confidential information in Consultant's possession upon termination of this Agreement or upon OC San's request, whichever occurs first.
- 22.4.4 To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.
- 22.4.5 The provisions of this section shall survive termination or expiration of this Agreement and shall continue for so long as the material remains confidential.
23. **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 under the terms of this Agreement.
24. **Third-Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OC San and Consultant.
25. **Applicable Laws and Regulations.** Consultant shall comply with all applicable Federal, State, and local laws, rules, and regulations. Consultant also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Consultant's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Agreement whether or not specifically included or referenced.
26. **Licenses, Permits, Ordinances, and Regulations.** Consultant represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Agreement will be paid by Consultant.
27. **Regulatory Requirements.** Consultant shall perform all work under this Agreement in strict conformance with applicable Federal, State, and local regulatory requirements including, but not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.
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 subconsultants, subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
29. **Dispute Resolution.**
- 29.1 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.

29.2 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 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 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.

30. **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, OC San may (a) cancel the Agreement; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) "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 (c), 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, together with any incidental or consequential damages.

31. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected 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 of the Parties.

32. **Termination.**

32.1 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) through 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 through the date of termination.

32.2 OC San reserves the right to terminate this Agreement immediately upon OC San's determination that Consultant is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Agreement.

32.3 OC San may also immediately terminate this Agreement for default, 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 the total amount of compensation exceeds the amount authorized under this Agreement.

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

33. **Attorney's Fees.** If any action at law or in equity 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 the prevailing party may be entitled.
34. **Waiver.** The waiver by 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.
35. **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.
36. **Survival.** The provisions of this Agreement dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Agreement.
37. **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 the County of Orange in the event any action is brought in connection with this Agreement or the performance thereof.
38. **Notices.**
 38.1 All notices under this Agreement must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, 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. 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: Jordan Cabral
 Buyer
 Orange County Sanitation District
 10844 Ellis Avenue

Fountain Valley, CA 92708
jocabral@ocsan.gov

Consultant: Peter Rosen
Industrial Hygiene Program Manager US
Arcadis U.S., Inc.
18401 Von Karman Avenue, Suite 300
Irvine, CA 92612
Peter.rosen@arcadis.com

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

39. **Read and Understood.** By signing this Agreement, Consultant represents that it has read and understood the terms and conditions of the Agreement.
40. **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.
41. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Intentionally left blank. Signatures follow on the next page.

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

ARCADIS U.S., INC.

Dated: _____

By: _____

Print Name and Title of Officer

IG

Exhibit “A”

SCOPE OF WORK

EXHIBIT A
SCOPE OF WORK
INDUSTRIAL HYGIENE SERVICES
SPECIFICATION NO. S-2023-1441BD

EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 185 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries.

A professional staff of more than 600 employees manages the day-to-day activities of OC San. Our facilities include 396 miles of sewer pipes, located throughout the county, and two treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards.

Our employees are on duty protecting health and the environment by ensuring the sewer system efficiently operates 24 hours a day, 7 days a week and 365 days a year. We are very proud of the job we do and take pride in providing our customers with quality service.

1 PURPOSE

- 1.1 OC San is requesting proposals from highly qualified and experienced firms or individuals (Consultant) with a proven record of accomplishment to provide Industrial Hygiene Services on behalf of OC San's Risk Management Division. OC San requires Industrial Hygiene Services from the Consultant on an as-needed basis.
- 1.2 The Consultant must demonstrate their expertise and experience in Industrial Hygiene Services and its related documentation to be awarded the contract.

2 PROJECT/WORK ELEMENTS

- 2.1 The Consultant shall be prepared to conduct a wide range of Industrial Hygiene Services. These services can include, but are not limited to:
 - 2.1.1 Asbestos, Lead and/or Hazardous Building Material Surveys
 - 2.1.2 Asbestos and Lead Abatement Oversight and Air Monitoring
 - 2.1.3 Develop Procedure 5 Report for SCAQMD Rule 1403
 - 2.1.4 Develop Specifications for Abatement and/or Remediation of Hazardous Building Materials
 - 2.1.5 Indoor Air Quality Assessments
 - 2.1.6 Mold Investigations
 - 2.1.7 Mold Remediation Oversight and Validation Testing
 - 2.1.8 Personal and Area Air Sampling for Various Contaminants
 - 2.1.9 Personal and Area Noise Exposure Surveys
 - 2.1.10 Office and Industrial Ergonomic Assessments
 - 2.1.11 Waste Characterization and Profiling (including unknown materials)

- 2.1.12 Ventilation System Surveys
- 2.1.13 Illumination Surveys
- 2.1.14 Phase I or II Environmental Site Assessments
- 2.1.15 Other safety or environmental testing, as requested.
- 2.2 OC San is going through a rehabilitation phase of our structures and facilities, so the Consultant must be able to support sampling of multiple buildings and structures or working on multiple projects at one time.
- 2.3 Industrial Hygiene Services will occur within OC San's Service Area, which includes Plant 1, Plant 2, Headquarters Building, off-site pumping stations, and our sewer collection system.
- 2.4 The Consultant will be expected to follow all applicable Health and Safety regulations including South Coast Air Quality Management District (SCAQMD) and Cal/OSHA industrial hygiene sampling standards and methods at all times, unless standards are not available, then American Conference of Governmental Industrial Hygienists (ACGIH) or National Institute for Occupational Safety and Health (NIOSH) standards will be used. All sampling media shall be analyzed by an accredited laboratory. Results shall be compared to applicable regulatory standards and/or appropriate consensus bodies where regulations do not exist. Recommendation should be provided when appropriate.

3 QUALIFICATIONS

- 3.1 The Consultant shall have the following minimum qualifications:
 - 3.1.1 Consultant shall have all work directed and certified by a Certified Industrial Hygienist (CIH).
 - 3.1.2 Consultant must have five (5) years of direct experience providing Industrial Hygiene Services as stated within this document.
 - 3.1.3 Consultant shall have Certified Asbestos Consultant to perform asbestos-related work, including survey, reporting and abatement oversight services. Note: A Certified Site Surveillance Technician can work under the direct supervision of a Certified Asbestos Consultant to complete these tasks, where permitted by regulation.
 - 3.1.4 Consultant shall have California State Certified Lead Inspector/Assessor and Project Monitor to perform lead-related work, including survey, reporting and abatement oversight services. Note: A Certified Sampling Technician can work under the direct supervision of a Certified Inspector/Assessor, where permitted by regulation.

4 PROJECT PROPOSALS

- 4.1 Risk Management will contact the Consultant via phone or email to request Industrial Hygiene Services. Risk Management will provide the Consultant with a project-specific scope of work.
- 4.2 The Consultant shall submit a formal proposal with itemized quote via email to the Risk Management Safety & Health Manager for project authorization. The formal proposal with quote shall include the following:
 - 4.2.1 Project Background
 - 4.2.2 Proposed Scope of Work
 - 4.2.3 Methodology and Evaluation
 - 4.2.4 Exclusions or Limitations

4.2.5 Project Schedule

4.2.6 Line-Item Quote

- 4.3 If the proposal is approved, Risk Management Safety & Health Manager will sign the proposal to authorize services.

5 FIELD SURVEY

- 5.1 The Consultant shall work with Risk Management and other OC San employees or Contractors, as needed to conduct the assessments and monitoring. The Consultant shall follow all Cal/OSHA and OC San safety requirements and procedures while conducting work on OC San property.
- 5.2 Compliance with the Cal/OSHA General Industry Safety Orders and Construction Safety Orders remains the Consultants responsibility.
- 5.3 Consultant shall provide all equipment and supplies necessary to complete the work. Consultant can request services such as access to power or water; however, such services cannot be guaranteed.

6 REPORTING

6.1 Notification of Preliminary Findings

- 6.1.1 The Consultant shall communicate any preliminary observations or findings to Risk Management point of contact upon completion of field work.
- 6.1.2 Notification can be made in person, over the phone, email, or a combination thereof. This will help OC San implement correctives actions, if needed, in a timely manner as to not delay providing a safe and healthy work environment for all employees or contractors.

6.2 Draft Report

- 6.2.1 For each project, the Consultant shall prepare a report that includes title page, executive summary, introduction, method and results of analysis, discussion or remarks, recommendations and conclusion, and appendix. The appendix shall contain necessary plans, figures, tables, calibration records, staff certification records, photographs, and any other documents relevant to the specific project.
- 6.2.2 The Consultant shall submit a draft electronic report of the assessment to the Risk Management Division.
- 6.2.3 Consultant shall provide the draft report to OC San within an agreed upon timeframe, generally not to exceed five (5) working day from completion of work or receipt of laboratory data.
- 6.2.4 OC San will have five (5) working days to review and comment on the draft document.

6.3 Final Report

- 6.3.1 The Consultant shall incorporate comments provided by OC San into the final report. The Consultant shall submit all final reports electronically.
- 6.3.2 Consultant will have five (5) working days to provide the final report upon receipt of any comments by OC San.

7 PROJECT MANAGEMENT

- 7.1 Project Management will be provided by the Risk Management Division.
- 7.2 After the Consultant is awarded the Industrial Hygiene Services Contract, Risk Management will coordinate a meeting to discuss the program in greater detail, including a program overview, copies of historical data, and a tour of the OC San facilities.

8 INVOICES

- 8.1 Consultant shall provide itemized invoices for each project.
- 8.2 The invoice shall contain the OC San Project Number or unique description for the specific project in which the work was conducted.

9 STAFF ASSISTANCE

- 9.1 The Consultant shall be assigned a single point of contact for the Industrial Hygiene Services Contract.
- 9.2 Any meetings and/or correspondence related to this Contract shall be scheduled and approved by the point of contact.

10 PROJECT SCHEDULE

Each project will have its own timeline; however, the table below can be used as an example.

MILESTONES	DEADLINE
Kick-Off Meeting	Within 1 week from request*
Field Survey	Within 2 weeks from request
Draft Report (PDF, Microsoft Excel, etc.)	5 working days after completion of field survey**
Comment Period	5 working days
Approved Final Report	5 working days after receipt of OC San comments

Notes:

* – Not all projects will have a formal kick-off meeting. Kick-off meetings are typically held virtually, through email, or over the phone.

** – Draft report milestone may be extended depending on turnaround time of samples.

11 SAFETY AND HEALTH REQUIREMENTS

The Consultant and any Subconsultants shall comply with all applicable provisions of the OC San Contractor Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent.

11.1 Injury and Illness Prevention Program

The Consultant shall submit a copy of their written, Injury and Illness Prevention Program (IIPP). The IIPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203.

11.2 Contractor Safety Orientation (CSO)

The Consultant shall attend a (CSO) meeting prior to the start of work. The CSO is a Sanitation District safety orientation conducted between the Risk Management Division (safety and health) and the Consultant. The CSO is conducted once per year or as job conditions or scope of work changes. The Consultant shall participate in these meetings by providing work plans and other requested safety deliverables described below. The Consultant shall sign the CSO documentation.

11.3 Job Safety Analysis (JSA)

The Consultant shall prepare Job Safety Analysis (JSA) for work tasks completed by the Consultant. The JSA is a procedure where each basic step of the work task has identified hazards and recommended controls for the safest way to complete the work task.

11.4 Chemical Safety

All chemicals brought onsite shall be accompanied with a safety data sheet (SDS). The Consultant must store and use those chemicals in accordance with the SDS and manufacturer instructions.

11.5 Training Records and Certifications

The Consultant shall submit copies of its employee trainings records to Risk Management for retention.

11.6 Personal Protective Equipment (PPE)

The Consultant shall wear Level D personal protective equipment (PPE), which includes hard-toe work boots, safety glasses, hard hats, high-visibility safety vests, long pants, sleeved shirts, gloves, and hearing protection (as needed). All work performed in the wastewater treatment plant requires a calibrated 4-gas monitor (CO, H₂S, LEL, O₂).

The Consultant shall be capable of working in asbestos and lead regulated work areas, thereby requiring Level C Personal Protective Equipment. Level C work shall include wearing air-purifying respirators and impermeable coveralls.



ADMINISTRATION COMMITTEE

Agenda Report

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

File #: 2024-3575

Agenda Date: 4/24/2024

Agenda Item No: 11.

FROM: Robert Thompson, General Manager
Originator: Kelly A. Lore, Clerk of the Board

SUBJECT:

UPDATE TO RECORDS MANAGEMENT PROGRAM PROCEDURES AND RECORDS RETENTION SCHEDULE RESOLUTION

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Adopt Resolution No. OC SAN 24-02 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 23-21".

BACKGROUND

The Orange County Sanitation District's (OC San) Records Management Program is being updated to meet statutory regulations and agency changes to better serve the operational needs of OC San. OC San's Records Management Program documents how long various types of information is to be kept, as dictated by the legal, fiscal, operational, and audit needs of OC San. As a public agency, there is an obligation to effectively manage and maintain OC San's information, most of which is classified as public information.

RELEVANT STANDARDS

- Maintain and adhere to appropriate internal planning documents: Resolution No. OC SAN 23-21 (Current Records Management Program Procedures and Records Retention Schedule)
- Comply with Government Code §60200 through 60204
- Comply with Government Code §7920.000 et seq.

PROBLEM

There are current legal regulatory requirements and operational requests that are not reflected in OC San's existing Records Management Program Procedures and Records Retention Schedule.

PROPOSED SOLUTION

Adopt the updated OC San Records Management Program Procedures and updated Records Retention Schedule to reflect the current legal regulatory requirements and operational requests.

TIMING CONCERNS

Destruction of some records may not be authorized until the updated Records Retention Schedule is approved.

RAMIFICATIONS OF NOT TAKING ACTION

Records will be kept longer than legally required, which will impact compliance with the current retention regulations, as well as the need and costs associated with additional storage space.

PRIOR COMMITTEE/BOARD ACTIONS

December 2023 - Adopted Resolution No. OC SAN 23-21 Adopting the Records Management Program Procedures and Records Retention Schedule, Authorizing Destruction of Obsolete Records, and Repealing Resolution No. OC SAN 23-08.

ADDITIONAL INFORMATION

As dictated by the current legal, audit, business, and operational needs of OC San, changes were made to existing record types, which include the retention length, record descriptions, and legal citations.

ATTACHMENT

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

- Resolution No. OC SAN 24-02
- Records Management Procedure Manual Redline
- Records Retention Schedule Redline

RESOLUTION NO. OC SAN 24-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT ADOPTING THE RECORDS MANAGEMENT PROGRAM PROCEDURES & RECORDS RETENTION SCHEDULE, AUTHORIZING DESTRUCTION OF OBSOLETE RECORDS, AND REPEALING RESOLUTION NO. OC SAN 23-21

WHEREAS, it is necessary to establish a policy to maintain a Records Management Program ("Program") that provides for the identification, access, and protection of all records generated or received by the Orange County Sanitation District; and

WHEREAS, said Program ensures that all the Orange County Sanitation District records are created, received, maintained, and destroyed in a legal and cost-effective manner, in accordance with operating requirements for the Orange County Sanitation District business and applicable statutes and regulations; and

WHEREAS, the Board of Directors of the Orange County Sanitation District are authorized, by the provisions of California Government Code Sections 60200 through 60204, inclusive, to destroy records under certain conditions; and

WHEREAS, it is described and appropriate to authorize the destruction of the records on a routine basis; that have been retained for a defined period of time, that are copies of originals on file with the Orange County Sanitation District, or that have been preserved in conformance with all applicable statutes.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District, DOES HEREBY RESOLVE, DETERMINE, AND ORDER:

Section 1: Adoption of the Updated Records Management Procedures. The Board of Directors of the Orange County Sanitation District hereby adopts changes to the Records Management Procedure Manual attached hereto.

Section 2: Adoption of the Updated Records Retention Schedule. The Board of Directors of the Orange County Sanitation District hereby adopts changes to the Records Retention Schedule, attached hereto in the Records Management Procedure Manual.

Section 3: Authorization for Destruction of Records. The destruction of records, papers, and documents is hereby authorized, pursuant to California Government Code Sections 60200 et seq., after such records have been retained for the minimum time set forth in the Records Retention Schedule.

Section 4: Destruction of Records After Preservation. Any record not expressly required by law to be filed and preserved may be destroyed at any time after it is

preserved in conformance with the requirements of California Government Code Section 60203.

Section 5: Destruction of Duplicates. Pursuant to California Government Code Section 60200, any duplicate record, paper, or document (the original or a permanent copy of which is in the files of any office or Department of the Orange County Sanitation District) may be destroyed after confirmation with Records Management that such original or permanent copy remains on file in the Orange County Sanitation District.

Section 6: Retention of Records Not Mentioned. All records, papers, and documents not mentioned in this Resolution shall be retained.

Section 7: Resolution No. OC SAN 23-21 is hereby repealed.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Orange County Sanitation District held April 24, 2024.

Chad P. Wanke
Board Chairman

ATTEST:

Kelly A. Lore, MMC
Clerk of the Board

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss

I, Kelly A. Lore, Clerk of the Board of Directors of the Orange County Sanitation District, do hereby certify that the foregoing Resolution No. OC SAN 24-02 was passed and adopted at a regular meeting of said Board on the 24th of April 2024, by the following vote, to wit:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Orange County Sanitation District this 24th of April 2024.

Kelly A. Lore, MMC
Clerk of the Board of Directors
Orange County Sanitation District




RECORDS MANAGEMENT PROCEDURE MANUAL

APRIL 2024~~DECEMBER 2023~~



Adopted

April 24, 2024~~December 14, 2023~~
Resolution No. OC SAN 24-0223-21

	Orange County Sanitation District	Procedure Number: 00
	RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Effective Date: <u>04/24/2024</u> 12/14/2023
		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT:	TABLE OF CONTENTS	Approved by: OC San Board of Directors

POLICY CONTACT:

Clerk of the Board (Custodian of Records)


REGULATORY REFERENCES:

Resolution No. OC SAN ~~24-XX23-24~~


California Government Code §34090 (How Long Records are Held-Records Retention)

California Government Code §7920.000 (California Public Records Act)

SECTION	TITLE
1.0	RECORDS MANAGEMENT PROGRAM POLICY
2.0	PROGRAM GUIDELINES
3.0	STAFF RESPONSIBILITIES
4.0	RECORDS RETENTION
4.0 Exhibit A	Records Retention Schedule Change Request Form
4.0 Exhibit B	Records Retention Schedule
4.0 Exhibit C	Record Series With Definitions
5.0	RECORDS DISPOSITION
5.0 Exhibit A	Records Management Disposition Form
5.0 Exhibit B	Request for Authorization to Destroy Records Form
5.0 Exhibit C	Certificate of Digital Record Destruction
5.0 Exhibit D	Legal Counsel Written Consent Authorizing the Destruction of Video Surveillance Files
6.0	VITAL RECORDS
7.0	HISTORICAL RECORDS
8.0	RECORDS MANAGEMENT PROGRAM AUDIT & COMPLIANCE REVIEW

	Orange County Sanitation District	Procedure Number: 00
	RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Effective Date: <u>04/24/2024</u> 12/14/2023
		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT:	TABLE OF CONTENTS	Approved by: OC San Board of Directors

SECTION	TITLE
9.0	RECORDS HOLD AND RELEASE
9.0 Exhibit A	Records Hold & Records Hold Release Request Form
10.0	PUBLIC RECORDS ACT – RELEASE OF RECORDS TO THE PUBLIC
11.0	ELECTRONIC COMMUNICATIONS POLICY
11.0 Exhibit A	Declaration Regarding Search of Personal Electronic Messaging Accounts
12.0	ESCROW OF BID DOCUMENTS
13.0	DIGITIZATION OF RECORDS

	Orange County Sanitation District RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Procedure Number: 1.0
		Effective Date: <u>04/24/24</u> 12/14/2023
		Supersedes: <u>12/14/23</u> 03/22/2023
SUBJECT:	RECORDS MANAGEMENT PROGRAM POLICY	Approved by: OC San Board of Directors

1.0 POLICY STATEMENT

1.1 The Board of Directors shall not less than annually adopt a Resolution updating the Records Management Procedure Manual as presented by the Custodian of Records (Clerk of the Board). The Orange County Sanitation District (OC San) is committed to effective records management including, but not limited to:


- A. Meeting legal requirements for records retention;
- B. Identifying and protecting all records;
- C. Managing record holds;
- D. Protecting privacy;
- E. Optimizing the use of space;
- F. Minimizing the cost of records retention;
- G. Providing open access to public records; and
- H. Disposing of outdated records properly.

2.0 PURPOSE

2.1 The purpose of the Records Management Program Policy is to establish a Records Management Program (the Program) that will develop a systematic method for managing OC San's records. The Program ensures that all OC San records are created, received, maintained, and dispositioned in a cost-effective manner, in accordance with operating requirements for OC San business, and applicable statutes and regulations. Failure to follow the Program may result in excessive costs, litigation, loss of productivity, etc.

3.0 PROGRAM RESPONSIBILITY

- 3.1 Under the authority of OC San's Board of Directors, the General Manager and the Executive Management Team oversee the Program. The Clerk of the Board is responsible for oversight, implementation, administration, and operation of the Program.
- 3.2 The Administration Manager, Clerk of the Board and/or designee, and General Counsel will meet as needed to review Records Retention Schedule (RRS) change requests and approve changes, which are then presented to the Board of Directors.

	Orange County Sanitation District RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Procedure Number: 1.0
		Effective Date: <u>04/24/24</u> 12/14/2023
		Supersedes: <u>12/14/23</u> 03/22/2023
SUBJECT:	RECORDS MANAGEMENT PROGRAM POLICY	Approved by: OC San Board of Directors

3.3 Departments/Divisions that maintain OC San records are responsible for understanding appropriate records management procedures and practices. Each Department/Division Manager, or a designee, must:

- A. Ensure compliance with the approved RRS;
- B. Be familiar with the Program;
- C. Develop the Department's/Division's procedures and practices consistent with this Policy;
- D. Educate staff within the Department/Division about sound records management practices;
- E. Coordinate the disposition of records as provided in OC San's RRS; and
- F. Restrict access to confidential records and information appropriately.


4.0 APPLICABILITY

4.1 This Policy applies to all OC San and contract staff who create, receive, or maintain OC San records. OC San requires the maintenance of records in a consistent and logical manner so that OC San:

- A. Meets legal standards for public examination, protection, storage, and retrieval;
- B. Protects the privacy of customers, ratepayers, and staff;
- C. Optimizes the use of space;
- D. Minimizes the cost of record retention; and
- E. Disposes of outdated records in accordance with the applicable statutes indicated in OC San's RRS.

4.2 Record policies apply to all records, whether they are maintained in hard (paper) copy, electronically, or in some other fashion. Each Department/Division shall appoint a Records Coordinator(s) who serves as a liaison to Records Management to assist in the development, implementation, maintenance, and adherence to a records management plan appropriate for the particular records it maintains, in cooperation with the Clerk of the Board and/or designee.


4.3 The Department/Division Records Coordinator facilitates ~~p~~Program compliance within their respective Department/Division in applying the Program Policy.

	Orange County Sanitation District RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Procedure Number: 1.0
		Effective Date: <u>04/24/24</u> 12/14/2023
		Supersedes: <u>12/14/23</u> 03/22/2023
SUBJECT:	RECORDS MANAGEMENT PROGRAM POLICY	Approved by: OC San Board of Directors

- 4.4 OC San is subject to a range of statutes and rules regarding records retention and disclosure. All OC San employees are responsible for complying with the requirements of the Program Policy and OC San 's RRS.

5.0 HISTORY OF PROGRAM

- 5.1 OC San, through an outside consultant, conducted the initial records inventory from February through August of 2000. The inventory consisted of a physical inventory of records stored in active office work areas and various storage areas within the Plant No. 1 and Plant No. 2 facilities. The purpose of the inventory was to describe, identify, locate, and quantify OC San records. To supplement the data gathered during the physical inventory, the consultant conducted interviews with staff members from each Department/Division who were most familiar with records creation and maintenance.
- 5.2 Based on the physical inventory of records and the data gathered during the interviews, the initial RRS was developed. Files were identified by their record titles and classified into record series based on having similar business functions (purposes) and retention requirements.
- 5.3 Extensive legal research was performed to ensure that all legal requirements were met in assigning the records retention periods to each record series. Other attributes were also assigned to each record series to ensure that vital, historical, and confidential records are properly protected and processed for retention.


	Orange County Sanitation District	Procedure Number: 2.0
	RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Effective Date: <u>04/24/2024</u> 12/14/2023
		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT: PROGRAM GUIDELINES		Approved by: OC San Board of Directors

1.0 INTRODUCTION

- 1.1 The Orange County Sanitation District's (OC San) Records Management Program (the Program) is intended to effectively identify, manage, store, and destroy records that have been created and received by OC San.
- 1.2 Records received and created by OC San in fulfillment of its responsibility to the public and in compliance with government regulations are identified in the Records Retention Schedule (RRS), and accurate retention periods are assigned.
- 1.3 OC San records that are no longer needed to be in the immediate office of each Department/Division for convenient access are processed for storage, retrieval, or disposition in accordance with the guidelines established by the Program.
- 1.4 Records that have met the retention requirements identified in the RRS are processed for destruction in accordance with this Program.
- 1.5 Historical and vital records are identified and processed in accordance with the guidelines established by the Program.
- 1.6 Records management activities are completed in a cost-effective manner.
- 1.7 The Program promotes an increase in productivity by decreasing the volume of obsolete records stored, thus reducing the amount of time necessary for document retrieval.
- 1.8 The Program contributes to industry best practices by ensuring accountability, efficiency, and compliance in a cost-effective manner.

2.0 PURPOSE

- 2.1 Identify OC San records to facilitate access to information required to conduct OC San business and to provide appropriate access by the public.
- 2.2 Maintain OC San records for the duration of the approved retention period.

	Orange County Sanitation District	Procedure Number: 2.0
	RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Effective Date: <u>04/24/2024</u> 12/14/2023
		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT: PROGRAM GUIDELINES		Approved by: OC San Board of Directors


- 2.3 Provide access to OC San records for operational, legal, or public access requirements.
- 2.4 Digitize records.
- 2.5 Protect OC San records.
- 2.6 Ensure compliance with legal statutes and governmental regulations regarding recordkeeping and public access requirements.
- 2.7 Destroy OC San records in accordance with the approved RRS or process those deemed historical records for long-term retention.

3.0 SCOPE

- 3.1 Create, receive, maintain, and dispose of OC San Records.
- 3.2 Maintain approved RRS.
- 3.3 Ensure use of appropriate technology in facilitating records and information storage and retrieval.
- 3.4 Provide systematic control of all OC San records through processing, distribution, maintenance, retrieval, and disposition.

4.0 RECORDS

- 4.1 OC San records must be managed throughout their “life cycle”.
- 4.2 The life cycle of a record is the time period from the creation or receipt of a record to its final disposition.
- 4.3 Final disposition can be either destruction or perpetual retention.
- 4.4 Life cycle of a record is inclusive of five (5) stages:
 - Stage 1 – Creation or receipt of records
 - Stage 2 – Use or distribution
 - Stage 3 – Storage or maintenance

	Orange County Sanitation District	Procedure Number: 2.0
	RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Effective Date: <u>04/24/2024</u> <u>12/14/2023</u>
		Supersedes: <u>12/14/2023</u> <u>03/22/2023</u>
SUBJECT: PROGRAM GUIDELINES		Approved by: OC San Board of Directors

- Stage 4 – Retention or disposition
- Stage 5 – Archival preservation


4.5 Some records do not require managing throughout their life cycle. Such records are termed “transitory records”. The value of transitory records is limited to a very short time, i.e., a day, a week, or no more than three months. These records do not require digitization.

4.6 Transitory records do not carry the requirement to retain the documentation of any transaction. Transitory records include:

- Extra copies of publications, pamphlets, and blank forms. These are considered “supplies” rather than records.
- Reference materials not produced by OC San.
- Working copies of documents used solely until the finished record is declared or declined.
- Notices of meetings, events, office or holiday gatherings, or employee meetings which do not relate directly to the functional responsibility of the organization.
- Informational copies of widely distributed OC San materials.
- Preliminary drafts of documents such as letters, memoranda, reports, and worksheets which do not represent significant steps in the preparation of OC San records, and **which do not record decisions**. Once the completed record is included in the filing system (in the appropriate medium), the working materials (drafts) are considered transitory records.
- Catalogs, trade journals, and other published materials received from other organizations, commercial firms, vendors, or private institutions which require no action and are not needed for documentary purposes. These materials are usually considered “reference materials” and should be controlled as such, but **are not OC San records**.
- Incorrect versions of documents, forms, or reports that had to be regenerated in order to correct errors in typing, data entry, spelling, grammar, or format.

5.0 RECORDS RETENTION SCHEDULE (RRS)

5.1 The RRS is a list of OC San records organized by record series to which are assigned retention periods and other attributes.

	Orange County Sanitation District	Procedure Number: 2.0
	RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Effective Date: <u>04/24/2024</u> 12/14/2023
		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT: PROGRAM GUIDELINES		Approved by: OC San Board of Directors


- 5.2 The retention periods identified in the RRS have been established after extensive legal research of all government regulations applicable to OC San.
- 5.3 The RRS has been reviewed and has received concurrence of the various OC San Departments/Divisions, Clerk of the Board and/or designees, Administration Manager, Executive Management, Legal Counsel, and the Administration Committee, as well as the approval of the OC San Board of Directors for implementation.
- 5.4 The RRS has been developed to ensure that each Department/Division maintains its records for the duration of the period legally required by applicable legal statutes and government regulations, and until all the operational business functions are met.

6.0 HISTORICAL RECORDS

- 6.1 Historical records are identified and preserved.
- 6.2 The Program ensures that records with permanent historical value are identified, documented, and preserved for the life of OC San.
- 6.3 The Clerk of the Board and/or designee, prior to processing records for destruction, shall identify records having historical significance.
- 6.4 Historical records are retrieved, prepared, and processed for preservation.

7.0 VITAL RECORDS

- 7.1 Vital records are those documents identified by each Department/Division as necessary to enable OC San to continue vital operations in the event of a disaster or major interruption to business.
- 7.2 Vital records enable OC San to reconstruct its legal obligations and rights.
- 7.3 Vital records enable OC San to reconstruct its financial position.
- 7.4 Vital records enable OC San to satisfy its obligations to its employees.

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7.5 Vital records enable OC San to protect employee and public health and safety.

7.6 Vital records enable OC San to reconstruct its assets and ownership.


8.0 CONFIDENTIAL RECORDS

8.1 Records containing proprietary or sensitive information to which access must be restricted are considered confidential.

8.2 Confidential information must be protected and preserved to avoid unauthorized disclosure that could be harmful to a person, to OC San, or to an OC San business process.

8.3 Confidential records shall be managed, controlled, and disposed of separately from records containing non-confidential information.

8.4 Confidentiality of information shall be protected until it is destroyed or until OC San has changed the status of the confidentiality of information.

 ORANGE COUNTY SANITATION DISTRICT	Orange County Sanitation District	Procedure Number: 3.0
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		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT:	STAFF RESPONSIBILITIES	Approved by: OC San Board of Directors

1.0 INTRODUCTION


- 1.1 The Records Management Program (the Program) is a decentralized administrative ~~p~~**P**rogram. As such, Program activities are carried out by the Orange County Sanitation District (OC San) Clerk of the Board (Custodian of Records) and/or designee, and by OC San staff in each Department/Division. OC San's Clerk of the Board and/or designee is responsible for coordinating and overseeing the Program and Program procedures, and Department/Division staff are responsible for complying with the Program requirements for records in their respective areas. In the procedures that follow, the individual responsible for running the daily operations of the Program is identified as the Clerk of the Board and/or designee.

2.0 PURPOSE


The purpose of this procedure is to describe the roles and responsibilities of the Clerk of the Board and/or designee and OC San Department/Division staff.

3.0 STAFFING AND RESPONSIBILITIES


Responsibility	Action
CLERK OF THE BOARD	Custodian of Records of OC San
CLERK OF THE BOARD AND/OR DESIGNEE	<p>If designee, under the direction of the Clerk of the Board:</p> <ul style="list-style-type: none"> Oversee OC San's public requests for records/information. Maintain Public Records Act (PRA) Log and PRA information in the relevant software. Oversee the Program and act as a liaison between Department/Division Records Coordinators and General Counsel.

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SUBJECT:	STAFF RESPONSIBILITIES	Approved by: OC San Board of Directors

Responsibility	Action
	<ul style="list-style-type: none"> • Act as an advisor on all records and information management issues and related projects. • Maintain the Records Retention Schedule (RRS) and related record series documentation. • Develop and conduct training sessions on appropriate Program activities, including any Records Management software. • Maintain and update the Records Management Procedure Manual as needed. • Coordinate record destruction suspension (“holds”) and destruction resumption (“releases”) with legal counsel, auditors, and the Office of Record to ensure that records are available as required. • Manage the records retention, offsite transfer, and destruction activities of the Program. • Conduct periodic audits of the Program to ensure compliance. • In collaboration with IT and the Office of Record, coordinate vital record protection and ensure that the Program supports the Integrated Emergency Response Plan.

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SUBJECT:	STAFF RESPONSIBILITIES	Approved by: OC San Board of Directors

Responsibility	Action
DEPARTMENT/DIVISION RECORDS COORDINATORS A list of Department/Division Records Coordinators can be found via the link.	<ul style="list-style-type: none"> • Review Department/Division records and the RRS periodically to ensure compliance with the Program. Forward any requests for changes to the RRS to the Clerk of the Board and/or designee. • Ensure that records are maintained and protected in compliance with the Program. • Coordinate preparation of records for transfer to offsite storage. • Coordinate managing pertinent records after receipt of a Records Hold or Records Release. • Coordinate records disposition activities, including the preparation of a Disposition Form.


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SUBJECT:	RECORDS RETENTION	Approved by: OC San Board of Directors

1.0 INTRODUCTION


1.1 Records retention activities of the Records Management Program (the Program) control the maintenance and storage of Orange County Sanitation District (OC San) records. Following the retention procedures ensures compliance with pertinent statutory, regulatory, operating, and administrative recordkeeping requirements. In addition, it ensures that records needed to conduct OC San business are protected and accessible. The Records Retention Schedule (RRS) is the foundation of the Program and defines the period required to maintain OC San records. The RRS is included as Exhibit B to this Procedure.

1.2 Records Management Terms:

Term	Definition
Active	Records that are required for current day-to-day business and are subject to frequent use; generally located near the user (if hardcopy); can easily be accessible on a network server (if electronic); generally referred to more than once per month.
Administrative Value	A record that assists in the operation of the business, and ensures administrative consistency and continuity, serving a particular purpose for that office at that particular time. In appraisal, the usefulness of records for the conduct of current or future administrative business needs.
Appraisal	The process of determining the value and thus the disposition of records based on their current administrative, fiscal, and legal value; their evidential and informational value; their arrangement and condition; their intrinsic value; and their relationship to other records.
Archival Records (also called Historical Records)	Records identified as having archival value or potential archival value and designated as Historical on the OC San RRS.
Audit	Review for acceptance of records relating to operations, policies and procedures, financial documentation, and historical documents by regulating agencies.
Closed / Completed	A file or record on which action has been completed and to which an audit or further action is not likely to occur.
Copy (also called Duplicate)	A reproduction of the contents of an original document which is not the official file copy of the agency. Copies are usually identified by their function, i.e., action copy, reading file copy, tickler file copy, etc. In most instances, copies will have a shorter retention than the official file copy (see Official Copy) of a Record Type.

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Current	When specified as the "minimum retention period" means that superseded, rescinded, expired, or no longer useful records may be removed from the files and may be destroyed.
Disposition	The predetermined action taken with regard to records including form of retention (hard copy or image), period of time retained (archive or destroy), where to store (on-site or off-site), and method of destruction (recycle, burn, or shred).
Duplicate	A document that is a copy of the original or official version of a record. A duplicate may be a paper version or an electronic version of the official record.
Evidential Value	In appraisal, the value of a record that documents the activities of an organization or agency.
File Integrity	Accuracy and completeness of the file or records.
Fiscal Value	Documents and accounts for receipt of or expenditure of public funds such as budget, ledgers of accounts receivable and payable, payrolls, and vouchers. Documents availability of funds for operational purposes. In appraisal, records required until a financial audit is completed, or financial obligations are fulfilled.
Historical Value	In appraisal, the value attributed to a record which preserves documentation on significant historical events including the agency's operations, origin, policies, authorities, functions, and organizations, as well as significant administrative decisions.
Legal Value	In appraisal, value attributed to records which document business ownership, agreements, and transactions.
Life	The retention period assigned to a record that has continuing value to the organization throughout its existence.
Minimum Retention Period	The least amount of time a record must be kept determined by assessment of administrative, legal, fiscal, and historical values.
Office of Record	The Department/Division that created or is responsible for retaining the official copy until it is dispositioned.
Official Copy	The original or official copy of a record maintained by the Office of Record.
Record	Any documentary material, regardless of physical form or characteristic, made or received by an organization in pursuance of law or in connection with the transaction of business and used by that organization as evidence of activities or because of informational value.


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Records Retrieval	Locating records and delivering them for use.
Retention Period	The period of time that records must be kept according to legal or organizational requirements.
Retention Schedule	A list describing the Record Type, the length of time records are retained (may include active and inactive storage detail), the Office of Record, and the final disposition.
Supersede	The replacement of an existing document.
Termination	Designates the end of a specific term, e.g., appointed or elected official's terms; employment; training, course, program; use or ownership.
Transitory Records	Documents retained for a short time having no long-term administrative, fiscal, legal, or archival value. These records are kept for a very short time and are not necessary to document the completion of a business transaction.
Vital Records	Those records containing information necessary to continue the operation of government, affirm the powers and duties of government, and to protect the rights and interest of persons.

1.3 Retention Length Codes:

The RRS provides information to guide the organization in maintenance of business records. Some retention periods are assigned a number representing the length of time (stated in years) for which the records must be maintained and accessible (retrievable). Others are based on the occurrence of an event or a transaction, or a combination of both. The following table describes the meaning of each event as it pertains to records retention and disposition.

Event Code	Event	Definition
CL	Closed or Completed	Maintain records until the transaction or the terms of the activity, the project, assignment, contract, etc. is closed or completed. Then destroy in accordance with procedures.
CU	Current Year (Calendar or Fiscal, As Appropriate)	Maintain records for the transaction, activity, project, assignment, contract, etc. for the current year. Then destroy in accordance with procedures. Current year may be defined as calendar year or fiscal year, whichever is most appropriate for the specific record(s).
EX	Expired	Maintain records until the term, period, permit, or license is expired. Then destroy in accordance with procedures.
LO LF	Life of Organization or	Maintain records for the "life" of the organization, facility, project, physical plant or building, a building system or sub-system, asset, piece


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	Facility	of equipment, or component. These records are not eligible for destruction.
NN	When No Longer Needed	Maintain records until they are no longer needed for any business purposes. Then destroy in accordance with procedures.
OB	Obsolete	Maintain records until they are representative of equipment, information, materials, data, etc. that is no longer in use and/or relevant. Then destroy in accordance with procedures.
S	Superseded	Maintain records until record is superseded or made obsolete by a newer version or edition. Then destroy in accordance with procedures.
T	Terminated	Maintain records until activity is concluded or employee is terminated, retires, or otherwise leaves the employ of the organization. Then destroy in accordance with procedures.

1.4 Special Storage Consideration Codes:

Some retention periods are assigned a "characteristic" to identify any special handling required for documents classified in that records series. The following table describes the meaning of each "characteristic" as it pertains to records retention and disposition.

Code	Characteristics	Definition
V	Vital	Vital Records are required to be available in the event of an emergency or major interruption to normal business operations to continue to provide safe treatment of wastewater during the event. Vital Records may protect OC San's rights and interests; and ensure that it can continue to effectively protect the environment, the public, and meet its obligation to its employees. Identifying records as "vital records" ensures that they are handled in a manner that protects them and makes them readily accessible during the time period that the information is vital. This characteristic does not affect the length of the retention period.
H	Historical	Historical Records potentially have historical significance. Records may document the formation of OC San, annexations, consolidation, major projects, and strategic direction. Historical Records may have intrinsic value due to their age, author, or special nature. Identifying records as "historical records" ensures that they are handled in a manner that protects them and preserves them for long-term storage and research purposes. This characteristic may affect the length of the retention period as historical records are usually maintained for the life of OC San.

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C	Confidential	Confidential Records contain confidential, sensitive, or proprietary information that would be harmful to an employee or would harm OC San's business if accessed by unauthorized individuals. Confidential Records may be confidential throughout their useful life, or only during a portion of their useful life. Identifying records as "confidential records" ensures that they are handled in a manner that protects them from unauthorized access. This characteristic does not affect the length of the retention period.
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2.0 RECORDS CLASSIFICATION

- 2.1 Records are classified into Records Series to facilitate assignment of retention times, legal citations, and the overall maintenance of OC San records. Exhibit C to this Procedure is a list of Records Series and the associated definitions of each.
- 2.2 Classifications contain like records grouped together based on similar business function, usage, and retention time.
- 2.3 A Records Series is comprised of similar or related record titles that have a similar business function (purpose), are normally used and filed as a unit, and are retained for a similar time period.


3.0 RECORDS RETENTION SCHEDULE (RRS) MAINTENANCE

- 3.1 The RRS is a list of OC San records organized by Department/Division and Record Type/Records Series to which are assigned retention periods and other attributes.
- 3.2 Following the retention standards of the schedule ensures that OC San maintains appropriate records of OC San transactions and meets its legal obligations cost effectively by storing records as long as is operationally and legally required. The RRS shall be reviewed, evaluated, and updated periodically by the Clerk of the Board and/or designee, OC San Management, and General Counsel.
- 3.3 The retention periods assigned to each record series shall be maintained and updated, as needed, to meet changing business, legal, and regulatory requirements.

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Responsibility	Action
Clerk of the Board and/or Designee	<ul style="list-style-type: none"> Coordinate the periodic update of the RRS and Records Series With Definitions. Provide training on RRS use and maintenance.
Department/Division Records Coordinator	<ul style="list-style-type: none"> Periodically (but not less than annually) review the RRS associated with records in the Department/Division. Match the RRS against records stored in the office, shop, field, and other storage locations. Mark for deletion any records that are no longer maintained by the Department/Division. Note any new records that are not represented. Include a description of the record, the business function, the operating record retention requirements, and special records characteristics (vital, historical, or confidential). <p>Contact the Clerk of the Board <u>and/or designee</u> for direction as to how to proceed. A Records Retention Schedule Change Request Form (Exhibit A) may be requested to identify any updates or changes requested.</p>
Clerk of the Board and/or Designee	<ul style="list-style-type: none"> Review the RRS change request and determine in which Records Series the record titles logically belong. Create a new Record Series if the record title does not logically belong to an existing series. In cooperation with the requesting Department/Division, develop a definition for the Records Series.


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- Assign to the new Record Series the applicable characteristics (if any): vital, historical, or confidential, as indicated by the Department/Division Records Coordinator.
- Determine legal retention requirements by reviewing pertinent legal citations.
- Provide direction to the Department/Division Records Coordinators for proper management of historical, vital, and confidential records.

4.0 RECORDS RETENTION SCHEDULE CHANGES

- 4.1 The Department/Division Records Coordinator may request a change to the RRS at any time.
- 4.2 Examples of changes that may initiate a change to the RRS include:
 - Change in the assigned Office of Record due to reorganization.
 - Change in the characteristics associated with the records: vital, historical, or confidential.
 - Change in the retention event associated with the records, for example: closed, complete, expired, or superseded.
 - Change in the legal and administrative requirements.
 - New record types that are generated or used in performing business functions.
 - Change in the definition of the Records Series that applies to Department/Division records.
 - Contact the ~~Assistant~~ Clerk of the Board ~~and/or designee~~ for any changes to the RRS. A Records Retention Schedule Change Request Form may be requested. The Clerk of the Board and/or

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designee will secure all the required approvals to initiate the requested modification.


- The Clerk of the Board and/or designee will communicate with the Department/Division Records Coordinator as to the outcome of the request, update the RRS, and distribute the updated RRS to all applicable parties (persons and web sites).

5.0 RECORDS PURGE

- 5.1 Eliminate records from active files and facilitate their timely destruction after all legal and business requirements have been met.
- 5.2 Only records that are useful in current business activities are retained, enabling timely retrieval of frequently used records.
- 5.3 Records with research or historical value are preserved in a controlled environment.
- 5.4 Records stored offsite are reviewed semi-annually and a list of retention expired records prepared by the Clerk of the Board and/or designee for each Department/Division.

6.0 INACTIVE RECORDS TRANSFER AND STORAGE

- 6.1 Inactive records are those records that have not met their required retention periods but are no longer current or frequently referenced.
- 6.2 Inactive files management standards are established by OC San to ensure that OC San records remain accessible and protected throughout the duration of their required retention periods.
- 6.3 Active files are periodically reviewed to identify those records that are inactive.
- 6.4 Inactive records that are identified during the review are purged from active file areas and processed for offsite storage.

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6.5 Systematic control of inactive records consists of:

- Properly packing the records in records storage boxes obtained from the warehouse and properly labeling the boxes.
- Preparing an index of the contents of the box using a Disposition Form.
- Contacting the Clerk of the Board and/or designee for a barcode.
- Follow the guidelines below when packing the records:
 - Each box shall only contain official inactive records. **Non-records and duplicate records should not be transferred to offsite storage.** They are destroyed in the active office area as appropriate.
 - **Do not pack different Records Series in the same box. Records Series packed together should have the same destruction date.**
 - Schedule the pick-up and transfer of the box(s) to offsite storage by contacting the Clerk of the Board and/or designee.

7.0 PURGING TRANSITORY RECORDS


7.1 Transitory records can be purged from file storage equipment and destroyed as soon as their usefulness in the performance of business functions are met.

7.2 **Do not send transitory records to offsite storage.**

8.0 RETRIEVING BOXES FROM OFFSITE STORAGE

8.1 Inactive records may be retrieved from the offsite storage center at any time by contacting the Clerk of the Board and/or designee.

8.2 Records may be retrieved only by staff from the Department/Division designated as "owner" of the records.

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- 8.3 In the event that staff from a Department/Division other than the owner requires access to the records, the retrieval request shall be approved by the Clerk of the Board and/or designee and the Department/Division that owns the records.
- 8.4 Boxes retrieved from the offsite storage center shall be returned to the center with the same records and in the same order as when they were received. Records should not be removed, nor should additional records be added. Should records need to be added/removed, or the box content altered in any way, contact the Clerk of the Board and/or designee as to how best to proceed.

Procedure 4.0

Records Retention Schedule Change Request Form

Exhibit A



Records Retention Schedule (RRS) Change Request Form

Date: _____

Division Number: _____

Retention Number (If Applicable): _____

Record Series/Record Type, Including Description (If Applicable):

Change Requested:

☐ Add

☐ Change

☐ Delete

☐ Combine

☐ Review

☐ Other (Describe): _____

Description of Change Requested:

Examples:

Add: Need to Add a Record Series/Record Type for the retention of a certain type of record.

Add a record to the Record Series/Record Type description.

Add Media Type.

Change: Need to Change the Retention Length of a certain Record Series/Record Type.

Change Special Storage Consideration information.

Delete: Delete a certain Retention Number; Delete a record in Record Series/Record Type description.

Combine: Need to combine certain entries or information on the RRS.

Review: Review the Retention Citations/Comments on a particular RRS entry.

Requester's Name & Signature:

Name (Print)

Signature

Date

Authorization:

Legal Counsel Name & Signature:

Name (Print)

Signature

Date

Records Management Name & Signature:

Name (Print)

Signature

Date

For completion by Records Management

Date Action Taken:

Action Taken (Describe):

Date Revised RRS Distributed &
Posted to SharePoint:


Procedure 4.0
Records Retention Schedule
Exhibit B

Procedure 4.0

Record Series With Definitions

Exhibit C

PLACEHOLDER

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SUBJECT:	RECORDS DISPOSITION	Approved by: OC San Board of Directors

1.0 INTRODUCTION


- 1.1 Records disposition is a specific set of actions taken with regard to inactive records as determined through records appraisal.
- 1.2 Records disposition includes determining whether OC San records are eligible for destruction (records have been determined to be retention expired) or for longer-term preservation (records have been determined to be Historical Records or Inactive Records).

2.0 PURPOSE

- 2.1 The purpose of this procedure is to describe the procedures for dispositioning OC San Retention Expired Records, Inactive Records, and Historical Records in an organized and efficient manner.
- 2.2 This procedure ensures that appropriate review and approval are completed prior to destruction or longer-term storage of OC San records.
- 2.3 This procedure ensures that records that have an expired retention, but that are subject to a Records Hold of any sort (legal, audit, or other), are maintained until resolution of the matter or conclusion of the reason necessitating the Records Hold.
- 2.4 This procedure applies to all OC San records regardless of whether or not the records contain sensitive information (confidential). Should a unique process for disposition be required for any record, please contact the Clerk of the Board and/or designee and a process will be established that is mutually acceptable for all business purposes.

3.0 PROCEDURES

- 3.1 Records are periodically reviewed in order to identify those records that have met the required retention periods established in the Records Retention Schedule (RRS).
- 3.2 The review activity usually groups records into the following frequently used disposition groups:

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3.2.1 Retention Expired Records: Records that have met the required retention are considered obsolete and are processed for destruction.

3.2.2 Inactive Records: Records that have not met their retention periods but are no longer required to be in the immediate office area are considered inactive and are processed for offsite storage.

3.2.3 Historical Records: Records that have met their business function retention requirements but have historical or intrinsic value are considered Historical Records and are digitized and processed for long-term storage.

3.2.4 Active Records: Records that are required for current day-to-day business and are subject to frequent use; generally located near the user (if hardcopy); can easily be accessible on a networked server (if electronic); generally referred to more than once per month. May also be stored offsite.


4.0 PROCESSING OFFICIAL DISTRICT RECORDS FOR DESTRUCTION

4.1 Destruction of the official version of OC San records requires the approval of the following, as applicable:


- Submitter
- Department/Division Records Coordinator
- Department/Division Supervisor
- Department/Division Manager
- Department/Division Director
- Clerk of the Board (or designee)
- Legal Counsel

4.2 Procedures to process destruction of expired records are included in the following chart:


Responsibility	Action
Clerk of the Board and/or designee	<ul style="list-style-type: none"> • Annually, at the start of the calendar year, issue a call to all Records Coordinators requesting a review and purge of their Active, Inactive, and Historical Records.

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Responsibility	Action
Division Records Coordinators (may also be a Submitter separate from the Records Coordinator)	<ul style="list-style-type: none"> Review existing records currently maintained in the office area or stored offsite. Review can be done annually at the start of the calendar year based on the call from the Clerk of the Board and/or designee (step above), or as business needs warrant. Review should be conducted using the appropriate RRS, using all components of any given Record Type (Record Type description, Retention Length, etc.). Calculate destruction dates using the Records Management Disposition Form (Exhibit A). Cross-reference records with any active Records Holds. The Clerk of the Board and/or designee should be contacted for any questions pertaining to Records Holds. Purge the files in accordance with the process outlined below and in Procedure 4.0. Do not purge any documents subject to a Records Hold. If there are records identified that have met the required retention periods, that are not subject to a Records Hold, complete a Records Management Disposition Form (Exhibit A). The Clerk of the Board and/or designee will prepare the Request for Authorization to Destroy Records (Exhibit B) and route the documents for digital signatures/approval. The Submitter and Records Coordinator are first and second, respectively, in the approval routing sequence.
Clerk of the Board and/or designee	<ul style="list-style-type: none"> Review the submitted Disposition Form and validate all information on the Disposition Form, including confirming the records are eligible for destruction (checking historical value, Records Holds, etc.). If the records identified are not eligible for destruction, advise the Records Coordinator and Submitter and handle according to the type of record. Prepare the Request for Authorization to Destroy Records, ensuring the appropriate RRS is included in the information that

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Responsibility	Action
Department/Division Supervisor	<p>is routed, and route for signature/approval. Digitally sign the forms approving destruction (in the approval routing sequence after Legal Counsel).</p> <ul style="list-style-type: none"> Review the submitted forms and authorize approval to destroy records by digitally signing/approving the forms. If you do not approve, please contact the Clerk of the Board and/or designee. The Clerk of the Board and/or designee will coordinate with the Submitter and Records Coordinator, as appropriate, to resolve any issues.
Department/Division Manager	<ul style="list-style-type: none"> Review the submitted forms and authorize approval to destroy records by digitally signing/approving the forms. If you do not approve, please contact the Clerk of the Board and/or designee. The Clerk of the Board and/or designee will coordinate with the Submitter and Records Coordinator, as appropriate, to resolve any issues.
Department/Division Director	<ul style="list-style-type: none"> Review the submitted forms and authorize approval to destroy records by digitally signing/approving the forms. If you do not approve, please contact the Clerk of the Board and/or designee. The Clerk of the Board and/or designee will coordinate with the Submitter and Records Coordinator, as appropriate, to resolve any issues.
Legal Counsel	<ul style="list-style-type: none"> Review the submitted forms and determine whether to approve or disapprove the request for destruction of records. If you do not approve, please contact the Clerk of the Board and/or designee. The Clerk of the Board and/or designee will coordinate with the Submitter and Records Coordinator, as appropriate, to resolve any issues. Authorize approval to destroy records by digitally signing/approving the forms.


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		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT: RECORDS DISPOSITION		Approved by: OC San Board of Directors

Responsibility	Action
Clerk of the Board and/or designee	<ul style="list-style-type: none"> Upon complete approval, the Clerk of the Board and/or designee will send a copy of the approved forms to the Division Records Coordinator.
Division Records Coordinator & Assistant Clerk of the Board <u>and/or designee</u>	<ul style="list-style-type: none"> Upon approval of the destruction request, the Records Coordinator and Clerk of the Board and/or designee will proceed with destruction procedures. If request for destruction is not approved for any reason, records will be maintained until resolution of the matter or conclusion of the reason necessitating the Records Hold.
Clerk of the Board and/or designee	<ul style="list-style-type: none"> Coordinate destruction of records. If the records are digital, notify IT of the necessary destruction or handle in other appropriate manner. Whoever destroys electronic files will be required to complete a Certificate of Digital Record Destruction (Exhibit C). The Clerk of the Board and/or designee will coordinate the completion of this document. If the records are confidential, arrange for destruction that will protect the confidentiality of the information. After destruction, ensure that a Certificate of Destruction is properly completed and signed. Maintain the Certificate of Destruction in the appropriate files. Update the Master Records Inventory and GRM database as applicable.

5.0 PROCESSING DUPLICATE RECORDS FOR DESTRUCTION

5.1 Duplicate records are documents that are copies of the original or official version of a record. A duplicate may be a paper version or an electronic version of the official record. Retention periods of original or official versions of a record do not apply to duplicate files. Duplicate records may be destroyed at any time, upon confirmation that the record is a duplicate.


5.2 Duplicate records should not be transferred or stored offsite.

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- 5.3 Duplicate records are destroyed in the office or work area. To destroy a duplicate record, please contact the Clerk of the Board and/or designee for determination and confirmation that records are, in fact, duplicate records.
- 5.4 Formal destruction authorization may be required to destroy duplicate records.
- 5.5 If the duplicate records contain confidential information, they should be shredded to protect the confidentiality of the information. If the records are not confidential, they may be recycled or discarded.

6.0 PROCESSING VIDEO SURVEILLANCE FILES FOR DESTRUCTION


- 6.1 As allowed for in Government Code Section 53160, recordings of routine video monitoring are automatically overwritten after one year, on a daily basis on any given calendar date plus one year. Further, in the event that recordings are evidence in any claim filed or any pending litigation or hold, the recordings are preserved until pending litigation is resolved.
- 6.2 The OC San Board of Directors Resolution adopting the Records Management Program Procedures & Records Retention Schedule authorizes OC San to destroy recordings of routine video monitoring after any given calendar date plus one year.
- 6.3 The Information Technology (IT) Division has developed a daily task to perform the overwriting of OC San's video recordings. The IT Division is responsible for the management of this activity.
- 6.4 Should OC San keep another record, such as written minutes or an audio recording of the event that is recorded in the video medium, the video recording may be destroyed or erased no less than 90 days after occurrence of the event recorded.
- 6.5 By signing the written consent (Exhibit D), OC San's legal counsel approves of the foregoing destruction practices of video surveillance files and no further consent by legal counsel is required. Legal Counsel shall update this written consent should these practices be substantively modified at any time.

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7.0 PROCESSING LASERFICHE FILES FOR DESTRUCTION

- 7.1 The destruction of files from Laserfiche follows a similar process to Section 4.0 above, Processing Official District Records for Destruction.
- 7.2 Destruction of the official version of OC San records from Laserfiche requires the approval of the following, as applicable:
- Submitter
 - Department/Division Records Coordinator
 - Department/Division Supervisor
 - Department/Division Manager
 - Department/Division Director
 - Clerk of the Board (or designee)
 - Legal Counsel
- 7.3 Procedures to process destruction of expired records in Laserfiche are included in the following chart:


Responsibility	Action
Division Records Coordinators (may also be a Submitter separate from the Records Coordinator)	<ul style="list-style-type: none"> • Either in response to the automated workflow notification email from Laserfiche or during independent review of existing records maintained in Laserfiche, records are identified for destruction. Automated workflow notification emails from Laserfiche are generated by the retention workflow that is developed in Laserfiche using the RRS. • Hard copy records that might correlate to the identified records for destruction will be processed for destruction concurrent with the process below. The process outlined in Section 4.0 above applies. • Review should be conducted using the appropriate RRS, using all components of any given Record Type (Record Type description, Retention Length, etc.). Calculate destruction dates using the Records Management Disposition Form (Exhibit A). Cross-reference records with any active Records Holds. The Clerk of the Board and/or designee

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Responsibility	Action
	<p>should be contacted for any questions pertaining to Records Holds.</p> <ul style="list-style-type: none"> Purge the files in accordance with the process outlined below and in Procedure 4.0. Do not purge any documents subject to a Records Hold. If there are records identified that have met the required retention periods, that are not subject to a Records Hold, complete a Records Management Disposition Form (Exhibit A). The Clerk of the Board <u>and/or</u> designee will prepare the Request for Authorization to Destroy Records (Exhibit B) and route the documents for digital signatures/approval. The Submitter and Records Coordinator are first and second, respectively, in the approval routing sequence.
Clerk of the Board and/or designee	<ul style="list-style-type: none"> Review the submitted Disposition Form and validate all information on the Disposition Form, including confirming the records are eligible for destruction (checking historical value, Records Holds, etc.). If the records identified are not eligible for destruction, advise the Records Coordinator and Submitter and handle according to the type of record. Prepare the Request for Authorization to Destroy Records, ensuring the appropriate RRS is included in the information that is routed, and route for signature/approval. Digitally sign the forms approving destruction (in the approval routing sequence after Legal Counsel).
Department/Division Supervisor	<ul style="list-style-type: none"> Review the submitted forms and authorize approval to destroy records by digitally signing/approving the forms. If you do not approve, please contact the Clerk of the Board and/or designee. The Clerk of the Board and/or designee will

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Responsibility	Action
Department/Division Manager	<p>coordinate with the Submitter and Records Coordinator, as appropriate, to resolve any issues.</p> <ul style="list-style-type: none"> Review the submitted forms and authorize approval to destroy records by digitally signing/approving the forms. If you do not approve, please contact the Clerk of the Board and/or designee. The Clerk of the Board and/or designee will coordinate with the Submitter and Records Coordinator, as appropriate, to resolve any issues.
Department/Division Director	<ul style="list-style-type: none"> Review the submitted forms and authorize approval to destroy records by digitally signing/approving the forms. If you do not approve, please contact the Clerk of the Board and/or designee. The Clerk of the Board and/or designee will coordinate with the Submitter and Records Coordinator, as appropriate, to resolve any issues.
Legal Counsel	<ul style="list-style-type: none"> Review the submitted forms and determine whether to approve or disapprove the request for destruction of records. If you do not approve, please contact the Clerk of the Board and/or designee. The Clerk of the Board and/or designee will coordinate with the Submitter and Records Coordinator, as appropriate, to resolve any issues. Authorize approval to destroy records by digitally signing/approving the forms.
Clerk of the Board and/or designee	<ul style="list-style-type: none"> Upon complete approval, the Clerk of the Board and/or designee will send a copy of the approved forms to the Division Records Coordinator.
Division Records Coordinator & Clerk of the Board and/or designee	<ul style="list-style-type: none"> Upon approval of the destruction request, the Records Coordinator and Clerk of the Board and/or designee will proceed with destruction procedures.

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Responsibility	Action
Clerk of the Board and/or designee	<ul style="list-style-type: none"> • If request for destruction is not approved for any reason, records will be maintained until resolution of the matter or conclusion of the reason necessitating the Records Hold. • Coordinate destruction of records. As these records are digital and in Laserfiche, only specific users with delete permissions in Laserfiche can delete the records from the active repository. If the records are confidential, arrange for destruction that will protect the confidentiality of the information. The authorized user will delete the records from the active Laserfiche repository. • Records will remain in the authorized user's Laserfiche Recycle Bin for 90 days upon deletion from the active repository. The automatic purge of records in this location will occur after 90 days. • If the user restores a record from the recycle bin to the active repository that has been identified on the disposition form and authorized for destruction, the user is to notify Records Management as soon as possible. • Using the Laserfiche Global Recycle Bin, the Clerk of the Board and/or designee will review the user's Laserfiche Recycle Bin to ensure its contents match the records approved for destruction. • The authorized user who destroys electronic files in Laserfiche will be required to complete a Certificate of Digital Record Destruction (Exhibit C). The Clerk of the Board and/or designee will coordinate the completion of this document. • The Clerk of the Board and/or designee will review the Global Recycle Bin at 91 days to ensure the records are no longer in the Global Recycle Bin.

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Responsibility	Action
	<ul style="list-style-type: none"> Once purged from the Laserfiche Recycle Bin, the Laserfiche service account will delete the files from OC San's Laserfiche server. The Assureon File Sync process will notice the deleted files and will verify authenticity of the deletion via two methods: Verify that the records were deleted by the Laserfiche application (lf.exe) and verify that the records were deleted by the Laserfiche service account. Assureon will mark the records as expired in the restorVault Trusted System cloud and will permanently delete the records after a holding period of seven (7) days. The Clerk of the Board and/or designee will maintain the Certificate of Destruction in the appropriate files and update the Master Records Inventory with destruction information.

Procedure 5.0

Records Management Disposition Form

Exhibit A

[illegible]

Procedure 5.0

Request for Authorization to Destroy Records Form

Exhibit B

Request for Authorization to Destroy Records



Instructions

1. Identify records that are eligible for destruction.
 2. Complete a Disposition Form indicating which records are requested for destruction.
 3. Email the completed Disposition Form to Records Management.
 4. Records Management will prepare the Request for Authorization to Destroy Records and attach it to the completed Disposition Form and route it for approval.
 5. Records Management will obtain all required approvals & finalize request for destruction. Records Coordinators will receive a copy for reference.
- Please contact Tina Knapp at ext. 7190 for questions/assistance or you may send an email to RecordsManagement@ocsan.gov.*

Division Number	Total Number of Boxes for Destruction

Complete this section for authorization to destroy records

I certify that the OFFICIAL RECORDS AND COPIES identified on the corresponding Disposition Form are past the retention period specified by OC San's Records Retention Schedule and that all audit, business, and administrative requirements have been satisfied. Further, I certify that no HOLD has been placed on these OFFICIAL RECORDS AND COPIES due to any litigation, claim, negotiation, audit, or public records request and all legal, business, and administrative requirements have been satisfied. I certify that all information on this form is accurate and true to my knowledge by providing my signature.

Required Approval

Submitter's Name & Signature:

(If different from Records Coordinator)

Name (Print)	Signature	Date
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Records Coordinator

Name & Signature:

Name (Print)	Signature	Date
--------------	-----------	------

Department/Division Supervisor

Name & Signature:

Name (Print)	Signature	Date
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Department/Division Manager

Name & Signature:

Name (Print)	Signature	Date
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Department/Division Director

Name & Signature:

Name (Print)	Signature	Date
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Legal Counsel

Name & Signature:

Name (Print)	Signature	Date
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Records Management

Name & Signature:

Name (Print)	Signature	Date
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Procedure 5.0

Certificate of Digital Record Destruction

Exhibit C



Certificate of Digital Record Destruction

THIS IS TO CERTIFY THAT THE DIGITAL RECORDS IDENTIFIED IN THE ATTACHED DOCUMENTATION*
HAVE BEEN COMPLETELY DESTROYED BY THE UNDERSIGNED IN ACCORDANCE WITH THE
RECORDS MANAGEMENT PROGRAM ADOPTED BY THE BOARD OF DIRECTORS OF THE ORANGE
COUNTY SANITATION DISTRICT

DIVISION NUMBER: _____

**RECORDS DESTROYED FROM THE FOLLOWING LOCATIONS
(LIST BELOW, FOR EXAMPLE: SHAREPOINT, H DRIVE):**

SIGNATURE: _____

PRINT NAME: _____

DATE OF DESTRUCTION: _____

**Disposition form and authorized destruction approval form must be attached*

Procedure 5.0

Legal Counsel Written Consent Authorizing the Destruction of Video Surveillance Files

Exhibit D




Legal Counsel Written Consent Authorizing the Destruction of Video Surveillance Files

This written consent serves as authorization by Orange County Sanitation District's legal counsel to perform destruction of video surveillance recordings as detailed in OC San Records Management Program Procedure 5.0 and adopted by the OC San Board of Directors by Resolution, and attached hereto.

Bradley R. Hogin
General Counsel

Date

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		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT: VITAL RECORDS		Approved by: OC San Board of Directors

1.0 INTRODUCTION


- 1.1 Vital records are those documents that contain information that enables the Orange County Sanitation District (OC San) to continue vital and critical operations in the event of a major interruption to business.
- 1.2 Such interruptions could be natural disasters (for example, earthquake, pandemic, sudden and severe energy shortage, or flood) or man-made disasters (for example, accidental fire, cyberterrorism, arson, or civil unrest) which result in the loss of the normal means of access to vital records.
- 1.3 In most organizations, vital records comprise between two and five percent of the total record volume. Vital records are identified with a “V” on the OC San Records Retention Schedule (RRS).

2.0 PURPOSE

- 2.1 The purpose of vital records management is to ensure that vital records are identified, protected, and accessible during or shortly following a disaster or major interruption to business.

3.0 SCOPE

- 3.1 Vital records are either irreplaceable or very difficult to replace.
- 3.2 Absence of vital records, or the inability to locate or translate vital records (in the case of machine-readable or digital records), means that OC San may not be able to provide critical services to the public and its employees during a disaster or shortly thereafter.
- 3.3 Vital records are maintained and protected in the format (paper, digital, BOLDplanning, etc.) that is most appropriate for efficient retrieval.
- 3.4 Vital records include records that enable OC San to:
 - 3.4.1 Provide required OC San safety and health services during and immediately following a disaster or other major interruption to business.

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3.4.2 Meet the obligations to OC San employees and retirees.


3.4.3 Reconstruct legal obligations and rights.

3.4.4 Establish the financial position of OC San.

3.4.5 Reconstruct OC San's assets and ownership.

4.0 PROCEDURES

Responsibility	Action
Clerk of the Board <u>and/or</u> designee	<p>Develop procedures for protecting vital records, either digitization and/or storing them onsite in fire-resistive equipment or by sending copies offsite.</p> <p>Identify viable onsite or remote storage sites for records protection.</p> <p>Coordinate vital records protection procedures with OC San's Integrated Emergency Response Plan.</p> <p>Develop procedures for retrieving vital records within the identified time requirements following a disaster.</p> <p>Coordinate, identify, and develop agreements with vendors to provide records retrieval or recovery services required following a disaster.</p> <p>Work with the IT and Risk Managers to ensure that the management of vital records meets OC San's needs.</p>
Risk & IT Managers	<p>Review the vital records procedures to ensure that OC San's interests are protected and to ensure minimum exposure to risk in the event of a disaster.</p>
Department/Division Records Coordinator	<p>Identify vital records based on an evaluation of Department/Division business functions.</p> <p>Comply with procedures that protect vital records.</p>

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Determine the frequency with which vital records must be stored both onsite and offsite.

Routinely copy and forward vital records to onsite or offsite protective storage facilities.

5.0 VITAL RECORDS CATEGORIES

- 5.1 The following is a list of records that are usually considered vital. If the Record Series/Record Type is indicated in the RRS, the Record Series/Record Type is identified as vital in the RRS.

Financial


Accounts Receivable
Fixed Asset Records
General Ledger
Loan Payments
Bank Statements
Stock Certificates
Payroll Tax Returns

Negotiable Instruments

OC San Benefit Contracts
Bonds
Employee Benefits Plans and Programs
Notes
Payroll

Ownership

Capital Investments
Titles

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OC San Administration

Board Meeting Minutes
 Continuity of Operations Plan (COOP)
 Delegation of Authority
 Formation Files & Annexation Files
 Grant Deeds
 Ordinances
 Property & Other Lease Agreements
 Resolutions
 Significant Agreements
 Significant Capital Improvements/Construction Contracts and Other

Insurance

Certificates of Insurance

Engineering

Drawings
 Specification Conformed

Information Technology

System and Software Documentation (Licenses, Source Code, Manuals (if created by OC San))

6.0 VITAL RECORDS FORMAT

6.1 Select the format for protecting and maintaining vital records that ensures accessibility and usability during a disaster or emergency response:


6.1.1 Source document (original or designated official version, regardless of format).

6.1.2 Distributed copy (copy of record that is routinely distributed).

6.1.3 Reproduced copy (hard copy of record that is copied for OC San needs).

6.1.4 Scan (scanned version of vital records).

6.1.5 Magnetic Tape (digital version of vital record).


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6.2 Select Vital Records Protection Methods

- 6.2.1 Select the method most appropriate method to protect the vital record.
- 6.2.2 Verify existing dispersal of record and ensure that vital records are available in multiple, geographically separate locations as part of normal business activities.
- 6.2.3 Improve dispersal by initiating distribution of copies of vital records to a secure location at the time of document creation.
- 6.2.4 Duplicate records by reproducing copies of vital records in a medium appropriate to efficient storage and use and send to a secure location.
- 6.2.5 Move electronic vital records to Electronic Content Management System (Laserfiche).
- 6.2.6 Move hard copy vital records from active use areas once digitized and when no longer needed for active reference and send to a secure location.
- 6.2.7 Store vital records onsite in a secure location, such as the vault, that meets National Fire Protection Association (NFPA) standards for fire resistance.

6.3 Select Vital Records Update Frequency

- 6.3.1 Determine how often it is necessary to update vital records to ensure that the information is current.

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SUBJECT: HISTORICAL RECORDS		Approved by: OC San Board of Directors

1.0 INTRODUCTION

- 1.1 It is the policy of the Orange County Sanitation District (OC San) to identify and preserve records that have historical significance for OC San.

2.0 PURPOSE


- 2.1 The purpose of this procedure is to ensure that all OC San records are reviewed for historical value prior to destruction through the application of well-accepted appraisal criteria.
- 2.2 Historical Records are processed according to standard archival practices to ensure their preservation.

3.0 RESPONSIBILITY

- 3.1 The identification and review of Historical Records is administered under the authority of OC San's Records Management Program.
- 3.2 Both the Office of Record and OC San's Clerk of the Board and/or designee have a direct role in the implementation of identifying Historical Records.

4.0 OBJECTIVES

- 4.1 The objectives are:
- 4.1.1 Identify OC San records of historical value.
 - 4.1.2 Process OC San records of historical value in a manner that will ensure that they are properly preserved.
 - 4.1.3 To facilitate access to Historical Records by OC San and outside parties, OC San's Historical Records are identified as such on the Records Retention Schedule (RRS).
 - 4.1.4 Promote the use of OC San's historical records in such areas as agency planning, management, development, public relations, and litigation support.

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5.0 SCOPE

5.1 The scope includes the identification of records designated as historical on the RRS, the application of standard appraisal criteria at the end of the official retention period, and the processing and arrangement of historical records.

5.1.1 Processing and arrangement for paper records includes:


5.1.1.1 Removal of hardware (staples, brads, and other fasteners).

5.1.1.2 Placing documents in acid free folders and boxes that meet the standards for archival preservation.

5.1.1.3 Preparation of inventories and finding guides to the Historical Records.

6.0 PROCEDURE

6.1 The procedure applies to all OC San and contract staff who create, receive, or maintain OC San records.

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SUBJECT:	RECORDS MANAGEMENT PROGRAM AUDIT AND COMPLIANCE REVIEW	Approved by: OC San Board of Directors

1.0 INTRODUCTION


- 1.1 The Records Management Program Compliance Audit reviews and monitors compliance with the Orange County Sanitation District's (OC San) Records Management Program (the Program).
- 1.2 Periodically, Records Management conducts a compliance audit with several Departments/Divisions.
- 1.3 All Departments/Divisions should complete the audit process every two years.

2.0 PURPOSE

- 2.1 The purpose of the Program Compliance Audit is to ensure that all OC San records are created, received, maintained, and disposed of in accordance with the Board of Directors approved Records Management Policy and Procedure.

3.0 PROGRAM PROCEDURES

Responsibility	Action
Clerk of the Board and/or designee	Review how Department/Division records are kept, where they are located, in what format (hardcopy or electronic), and security (who has access).
	Compare records eligible to be destroyed with those actually destroyed by the Department/Division. Note any record series destroyed prematurely or that have been retained beyond the approved destruction date.
	Review the Program, particularly the Records Retention Schedule and records disposition, with staff.
	Run a summary report of findings with recommended corrective action, if necessary, such as additional training or

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revisions to existing documentation. Submit the report to the Division Manager and Department Head.

**Department/Division
Records
Coordinator**

Assist the Clerk of the Board and/or designee in conducting the records compliance review in the designated Departments/Divisions.

Respond to the summary audit report findings by identifying which corrective actions are planned or have been completed.

Inform Records Management of changes within the Department/Division and business practices that potentially may have an effect on the Program.

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SUBJECT:	RECORDS HOLD AND RELEASE	Approved by: OC San Board of Directors


1.0 INTRODUCTION

- 1.1 At any time during the life of a record, Record Series, or types of records, there may be circumstances that require the “holding” or suspension of destruction of certain Record Series or types of records from being disposed of due to reasons specified by Legal Counsel, auditors, or Department/Division management.
- 1.2 Destruction suspension is a hold placed on the scheduled destruction of records that may be relevant to foreseeable or pending litigation, governmental investigation, audit, special organizational requirements, or other business needs not contemplated when the records were originally scheduled for disposal.

1.2.1 Examples of holds are:

- A. RIM Hold – Used when there is cause for Records Management to research records for inconsistent, missing, or incorrect information.
- B. Legal/Regulatory Hold – Used for financial audits or tax purposes and anticipated or pending litigation.
- C. Department/Division Hold – Request to hold records from a Department/Division with justification.
- D. Historical Hold – Preservation of records with justification requested.
- E. Retention Schedule Change Hold – Used when a change, addition, or deletion is required until the time the Records Retention Schedule (RRS) can be changed.
- F. Public Records Request – Preservation of records may be needed in relation to Orange County Sanitation District’s (OC San) response to any particular Public Records Request.

- 1.3 Depending upon the circumstances, a Records Hold may require the retention of all documents of a certain kind, whether they are hard copy records, electronic records, or non-records, as defined in Procedure 4.0.

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- 1.4 Once a Records Hold has been placed on particular records or Record Series, the records will not be disposed of until a Records Hold Release has been issued by a Records Hold Requester and all parties have been informed as detailed below.

2.0 PURPOSE


- 2.1 The purpose of this procedure is to describe the procedures for suspending destruction or placing a Hold on the destruction of records that may be relevant to foreseeable or pending litigation, governmental investigations, audits, or other special OC San requirements; and for releasing the Hold when it is no longer necessary.
- 2.2 This procedure requires that the Clerk of the Board and/or designee and Department/Division Records Coordinators be notified when holds on the destruction of certain records are necessary, in addition to other parties as detailed below.
- 2.3 This procedure ensures that records subject to holds for any purpose are maintained until resolution or conclusion of the matter.

3.0 SCOPE

- 3.1 This Procedure documents the process of suspending destruction or placing a Hold on the destruction of records, and the related release of the Hold.
- 3.2 This Procedure applies to **any record, non-record, or transitory record, in any format, at any time** during the life of the record or transitory record.

4.0 PROCEDURES FOR REQUESTING RECORDS DESTRUCTION HOLD

Responsibility	Action
Legal Counsel Department/Division Management	<ul style="list-style-type: none"> Upon becoming aware of the need for the suspension of destruction of certain OC San records that may be relevant to <u>foreseeable</u> or <u>pending</u> litigation, governmental investigations, audits, other special OC San requirements, or other business reasons, notify the Clerk of the Board and/or designee. A form may be required for implementing the Hold (Records Hold & Records Hold Request Form, Exhibit A).

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Responsibility

Action

Clerk of the Board
and/or designee


- Review all documentation submitted by Records Hold Requester (Legal Counsel or Department/Division Management). If necessary, contact Records Hold Requester to clarify scope of requested Hold.
- In collaboration with Legal Counsel, approve/authorize the Records Hold.
- Upload all information to GovQA Records Hold functionality to reflect the Hold and the Estimated Date of Release.
- Route Legal Hold to Legal Counsel, the EMT, IT, Manager, and Records Coordinators in all affected Departments/Divisions along with any specific instructions.

Department/Division
Records Coordinators

- Review and file all Records Hold information forwarded by Records Management.
- Prior to purging files or requesting destruction of records, cross-reference records identified to be purged or destroyed against Records Hold Requests on file. Identify documents subject to a Records Hold. **Do not purge or request destruction of any documents subject to a Records Hold.**

ECMS Administrator
(IT)

- The Electronic Content Management System (ECMS) (Laserfiche) Administrator (IT) will place a Legal Hold on relevant records in the ECMS.

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5.0 PROCEDURES FOR REQUESTING RECORDS HOLD RELEASE

Responsibility	Action
Clerk of the Board and/or designee	<ul style="list-style-type: none"> Periodically review Records Hold & Records Hold Release information in the GovQA portal and identify Estimated Dates of Release for previously placed Records Holds. If the Estimated Date of Release on a Records Hold has passed, contact the Records Hold Requester to inquire whether release of the Hold is appropriate. If the Records Hold Requester indicates that release of the Hold is appropriate, the Form (Records Hold & Records Hold Release Request Form), as previously submitted for implementation of the Records Hold, will be routed to the Records Hold Requester and completion requested. In collaboration with Legal Counsel, approve/authorize the Records Hold Release. Upon completion and submission of the Form, upload Form to GovQA and update the entry as appropriate and notify the Record Coordinators in all affected Departments/Divisions and provide any specific instructions. Legal Counsel, the EMT, Manager, and IT shall also be notified. If the Records Hold Requester indicates that release of the Hold is not yet appropriate, obtain and note the new Estimated Date of Release. Update all affected parties as indicated in the Holds process of this Procedure above.
Department/Division Records Coordinators	<ul style="list-style-type: none"> Review Records Hold Release information forwarded by the Clerk of the Board and/or designee. Identify documents within scope of the Records Hold Release and remove any notation of prior Hold. Any transitory records or records falling within the scope of the Records Hold Release may be purged or destroyed, following the appropriate process.
ECMS Administrator (IT)	<ul style="list-style-type: none"> The ECMS Administrator (IT) will release the Hold in the ECMS.

Procedure 9.0

Records Hold & Records Hold Release Request Form

Exhibit A



Records Hold & Records Hold Release Request Form

This form is for the purpose of both a Records Hold request and related Records Hold Release request.

Records Hold Request:

When specific types of records have been identified as needing to be held and disposal suspended, complete the Records Hold Request section of this form and send to Records Management. Records Management will return the completed form to the Requester for use, when appropriate, for the Release request.

Division Number: _____ Retention Number: _____

Record Series/Record Type to Hold, Including Description:

Record Dates: _____

Reason for Hold (Select All That Apply):

- | | | | |
|---|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> RIM Hold | <input type="checkbox"/> Litigation | <input type="checkbox"/> Audit | <input type="checkbox"/> Tax Purposes |
| <input type="checkbox"/> Department/Division Hold | <input type="checkbox"/> Historical | <input type="checkbox"/> RRS Change | <input type="checkbox"/> Public Records Request |
| <input type="checkbox"/> Other (Describe): _____ | | | |

Estimated Date of Records Hold Release: _____

Requester's Name & Signature:

_____ Name (Print)	_____ Signature	_____ Date
-----------------------	--------------------	---------------

Hold Authorization:

Legal Counsel Name & Signature:

_____ Name (Print)	_____ Signature	_____ Date
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Records Management Name & Signature:

_____ Name (Print)	_____ Signature	_____ Date
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For completion by Records Management

Date Hold Entered in GovQA:	_____
Name of Records Coordinator & Date Informed of Hold:	_____
Name of Manager & Date Informed of Hold:	_____
Name of IT Staff & Date Informed of Hold:	_____



Records Hold & Records Hold Release Request Form

This form is for the purpose of both a Records Hold request and related Records Hold Release request.

Records Hold Release Request:

This section should be completed and submitted when the records identified above (Records Hold Request section) no longer need to be held. Send the completed form to Records Management. Records Management will return the completed form to the Requester.

Reason for Release (Select All That Apply):

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> RIM Release | <input type="checkbox"/> Litigation Concluded | <input type="checkbox"/> Audit Completed | <input type="checkbox"/> Tax Purposes Met |
| <input type="checkbox"/> Department/Division Release | <input type="checkbox"/> Historical Needs Met | | |
| <input type="checkbox"/> RRS Chang Completed | <input type="checkbox"/> Public Records Request Completed | | |
| <input type="checkbox"/> Other (Describe): _____ | | | |

Date of Records Hold Release: _____

Requester's Name & Signature:

_____ Name (Print)	_____ Signature	_____ Date
-----------------------	--------------------	---------------

Hold Authorization:

Legal Counsel Name & Signature:

_____ Name (Print)	_____ Signature	_____ Date
-----------------------	--------------------	---------------

Records Management Name & Signature:

_____ Name (Print)	_____ Signature	_____ Date
-----------------------	--------------------	---------------


For completion by Records Management

Date Release Entered in GovQA: _____

Name of Records Coordinator & Date Informed of Release: _____

Name of Manager & Date Informed of Release: _____

Name of IT Staff & Date Informed of Release: _____

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SUBJECT:	PUBLIC RECORDS ACT - RELEASE OF RECORDS TO THE PUBLIC	Approved by: OC San Board of Directors

1.0 STATEMENT OF POLICY AND LAW


The California Public Records Act (Government Code §7920.000 et seq.) (the “CPRA”, “PRA”, or “Act”) declares that access to information concerning the conduct of the people’s business is a fundamental and necessary right of every person. In furtherance of that policy, the Act mandates, with specified exceptions, that public records are open to inspection at all times during the office hours of state and local agencies. The Act, however, recognizes a number of specific statutory exemptions to the general rule of public disclosure. The Act also authorizes local agencies to adopt procedures for making records available and for recovering the direct costs of duplicating those records.

The spirit of the Act, and the policy of the Orange County Sanitation District (OC San), is to permit access to all disclosable public records in the possession of OC San, unless doing so would constitute an unwarranted invasion of personal privacy or the request calls for the production of records that are exempt from disclosure under the Act. Other records may be kept confidential on a case-by-case basis only after an OC San determination that the public interest served by non-disclosure clearly outweighs the public interest served by disclosure. An example of that type of record would be preliminary drafts of agreements prepared to facilitate discussion and/or negotiations if disclosure prior to final agreement would have an adverse effect on the negotiation process. However, such analysis will usually involve the assistance of General Counsel.

In addition, California courts have also recognized that certain records need not be disclosed if disclosure would reveal the public agency’s decision-making process in such a way as to discourage candid discussion within the agency, which would thereby undermine the agency’s ability to perform its functions.

2.0 PROCEDURE

2.1 The Clerk of the Board/Custodian of Records and/or designee (PRA Team) receive and process all Public Records Requests (Request) in accordance with Government Code §7920.000 et seq., California Public Records Act, and OC San Board approved Resolution. The PRA Team interprets each Request in accordance with Government Code §7922.600 and attempts to assist members of the public to identify the record that contains the information requested.

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- 2.2 OC San uses the GovQA Public Records Request Management Software (GovQA) to receive, correspond, route, track, and respond to Requests.
- 2.3 To ensure consistency with the process of Requests, if a Department/Division receives a request from the public or other party to provide public records, the Department/Division should direct the requestor to the [OC San Public Records Portal](#) link on the ocsan.gov website so that the request may be routed and tracked in the GovQA portal for response. The PRA team should be notified and will be able to assist.


3. PROCESS

- 3.1 Requests are received by OC San and placed in GovQA by either the requestor or in a few cases the PRA Team; and OC San staff users/approvers enter the portal to respond or upload documents to fulfill the request.
- 3.2 When a request is initially received, the PRA Team immediately responds to the requestor, via established, automated GovQA workflows, with an email receipt for the request that provides a legal explanation of the PRA process. The PRA Team determines if the request is complete or requires clarification (e.g., too broad, apparent typographical errors, etc.). If necessary, the PRA Team contacts the requestor for clarification.

If the PRA Team and Department Head believe that employee rights or significant interests of OC San could be compromised by the requested disclosure, the PRA Team and Department Head shall discuss the request with General Counsel prior to making such disclosure.

3.3 TIMELINESS.

Although OC San policy encourages a quicker response, the Act requires that the person requesting copies of OC San records be notified within ten (10) calendar days of OC San's determination as to whether the request, in whole or in part, calls for the production of disclosable, non-privileged records that are in the possession of OC San. Occasionally, where assistance of General Counsel is appropriate, for example, the full ten (10)

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calendar days may be required in order to make the requisite determination. Under the Act, OC San may also be entitled to an additional fourteen (14) calendar days in which to make its initial determination under the following four (4) circumstances:


- 3.3.1 There is a need to search for and collect the requested documents from other offices, or offsite storage, separate from the office processing the request;
- 3.3.2 There is a need to search for, collect, and examine a voluminous amount of separate and distinct records which are demanded in a single request; or
- 3.3.3 There is a need to consult with another Agency or Department having a substantial interest in the determination of the request. This includes requests for Certified Payroll from an OC San Contractor or Sub-Contractor.
- 3.3.4 In the case of electronic records, there is a need to compile data, write programming language or a computer program, or to construct a computer report to extract data.

If the additional fourteen (14) calendar days are needed, either General Counsel or the PRA Team must notify the requestor, in writing, of the reason(s) for the fourteen (14) day extension and the date on which the determination is expected.

If the final determination is to deny a request to inspect or copy OC San records, General Counsel or the PRA Team shall notify the requestor, in writing, of the reasons for the denial.

3.4 PARTIAL DISCLOSURE.

If portions of the requested record(s) are determined to be exempt from disclosure and those portions can be reasonably segregated from the rest of the record(s) by deletion, redaction, or other means, the non-exempt portion shall be provided to the requestor.

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3.5 COST OF COPIES.

Under the Act, OC San is entitled to be reimbursed by the requestor for the direct costs of duplication. OC San has, however, made a policy determination to not charge the requestor for the first ten (10) pages. If a PRA request calls for the production of records in excess of ten (10) pages, then the requestor shall be required to pay twenty-five cents per page for each additional page, which shall be reimbursement of OC San's direct costs for duplication. The reimbursement rate shall not include recovery of costs for staff time spent searching for, retrieving, reviewing, evaluating, and/or handling of responsive records. At the sole discretion of OC San, OC San may require the requestor to submit, in advance, a check based on the estimated direct duplication costs.

Electronic records, which can easily be transmitted to the requestor via GovQA, are encouraged and will not be subject to the twenty-five cents per page copying charge.


At the sole discretion of OC San, and depending on the estimated number of responsive records, the requestor or OC San may retain the professional reprographic services of a bonded copy service. The requestor shall be required to pay for or reimburse OC San for the direct costs of duplication associated with the use of a bonded copying service. In the event OC San approves of the use of a bonded copying service, the requestor may select and retain a bonded copying service; however, such selection shall be subject to OC San's approval.

3.6 COST OF VIDEOTAPES, AUDIOTAPES, COMPACT DISCS, OR THUMB DRIVES.

The charge to the requestor for copies of videotapes, audiotapes, compact discs, DVD recordings, or thumb drives shall be at OC San's actual cost of reproduction and cost of device (videotape, audiotape, etc.).

3.7 MEDIA CONTACTS.

Employees are encouraged to refer all media contacts and media inquiries to the Administration Manager. All information requests requiring

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production of records shall be processed in accordance with the terms of this Procedure and, upon completion of the preparation of the copies, shall be delivered to the requesting media representative by the Administration Manager. Department Heads shall report any and all media contacts to the Administration Manager as soon as possible. The Administration Manager shall coordinate any action required by such contact with the Clerk of the Board and/or designee and keep the appropriate Department Head, General Manager, and General Counsel informed.

3.8 FORMS.

GovQA generated forms and letters shall be used by OC San staff for purposes of complying with this administrative procedure.

3.9 ACCESS TO FILES.

No member of the public and no OC San employee, other than an employee of the Department/Division processing records, shall enter GovQA or any file cabinets, record storage areas, or containers that hold OC San records, except when authorized by the PRA Team or Department Head.


When a requestor is reviewing physical files, a member of OC San staff must be present during the entire file review. This may be the Clerk of the Board, and/or designee, or staff member of the Department/Division that owns the records. The requestor may not remove any records during the file review.

3.10 REMOVAL OF RECORDS.

The unauthorized removal of any record of OC San is a violation of California Government Code §6201, and is punishable by imprisonment, fine, or both.

3.11 LITIGATION DOCUMENTS.

The charge for all copies of any OC San document or record produced pursuant to a subpoena or request for production of documents issued by a Court or an authorized administrative or regulatory agency or tribunal,

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shall be twenty-five (\$0.25) cents per page to reimburse OC San for its costs of research, retrieval, examination, handling, copying, and certification of the documents.

In the event, due to size or volume of the responsive records, special reproduction services are required, the person making the request shall pay the actual charges incurred for either OC San's in-house copy service or an outside copy service.


For large records requests, OC San shall require an advance deposit based on the estimated direct copying costs. Said deposit shall be paid by the requestor prior to OC San commencing any work to obtain and copy the requested records.

Litigation document requests shall be handled by General Counsel and the Clerk of the Board, and/or designee.

4.0 ROUTINE REQUESTS

4.1 If the PRA Team determines the nature of the request to be routine (e.g., Environmental Site Assessments, stale check data requests, contract documents, etc.), the PRA Team will then determine which Department/Division should receive the request and route it accordingly via GovQA. The following types of requests route directly to the staff liaison that has been pre-designated by Department/Division management:

- A. Contracts and Purchasing. If a request is made to either Division, the entire Division, including the Supervisor and Manager, are notified. The request is fulfilled,, and the Supervisor or Manager approves prior to release. This prevents delays in turn-around due to absenteeism. Routine requests include RFP/RFQ bidder information, cumulative purchase order lists, and contract compliance.
- B. Environmental Services. Requests for Environmental Site Assessment data are routed to the Department Director, Environmental Services Managers, and designated administrative staff members in the Environmental Services Department.

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- C. Finance Department. Routine requests for stale check data and Sewer Service Fees/Rebate information automatically route to a designated staff member as determined by the Director of Finance.
- D. Planning/Engineering. Requests for sewer connection/lateral maps and requests for Certified Payroll route to a designated staff member as determined by the Director of Engineering.
- E. Human Resources. Requests are sent to a designated staff member as determined by the Human Resources Manager.

5.0 NON-ROUTINE REQUESTS

- 5.1 Non-routine requests consist of a variety of things. Examples of these are: all email/correspondence for a certain staff member, which requires IT assistance for e-Discovery; requests from law offices; or any request that the Clerk of the Board and/or designee believes or determines is related to anticipated or current litigation.
- 5.2 Non-routine requests are sent to affected, appropriate staff and/or General Counsel before beginning the process. Each Department/Division will assist with the process for research and retrieval and approval of what is released to the public.

6.0 COMPLETION

- 6.1 Once a request has been completed by the affected Department/Division, the request routes back to the PRA Team for final review before release. The review consists of checks for accuracy, confidentiality, or personal information, and redaction prior to release.
- 6.2 The Clerk of the Board will provide a weekly summary containing the number of Requests received and processed with assigned Department detail to the Administration Manager and/or General Manager.

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SUBJECT:	ELECTRONIC COMMUNICATIONS POLICY	Approved by: OC San Board of Directors

1.0 INTRODUCTION

- 1.1 The Electronic Communications Policy of the Records Management Program (the Program) controls the maintenance and storage of Orange County Sanitation District (OC San) electronic mail records, text messages, instant messages, voicemail, and social media. Following the retention procedures ensures compliance with pertinent statutory, regulatory, operating, and administrative recordkeeping requirements. In addition, it ensures that records needed to conduct OC San business are protected and accessible. The Records Retention Schedule (RRS) is the foundation of the Program and defines the periods required to maintain OC San records, including all electronic communications.


2.0 PURPOSE

2.1 POLICY OBJECTIVES.

- 2.1.1 Provide clear and concise direction regarding use and retention of OC San's electronic communications systems, including electronic mail (email), text messaging, instant messages, and voicemail.
- 2.1.2 Comply with all applicable State and Federal laws and OC San Personnel Policy 5.10 related to the use of email and all other forms of electronic communication.
- 2.1.3 Address the California Supreme Court's 2017 decision in *City of San Jose v. Superior Court of Santa Clara County*, holding that a Public Agency employee's communications related to the conduct of public business are subject to the California Public Records Act, even if they were sent or received using a personal account or personal device.

3.0 SCOPE/BACKGROUND

- 3.1 This policy applies to all persons (including employees, appointed officials, interns, and contractors) who are permitted to use OC San's computing or network resources, particularly the email functions of the system

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("Authorized Users"). "Email" means any electronic communication to or from any Authorized Users using the Email System, including all information, data, and attachments to the electronic communication. "Email System" means the system of devices (including hardware, software, and other equipment) owned and controlled by OC San or the Authorized User for the purpose of facilitating the electronic transmission. "Electronic Communications" includes any and all electronic transmission, and every other means of recording upon any tangible thing in any form of communication or representation, including letters, words, pictures, sounds, symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored. Without limiting the nature of the foregoing, electronic communications include email, texts, instant messages, voicemails, and include communications on or within applications (apps) such as Facebook Messenger, Twitter, Microsoft Teams, etc. "Electronic Communications Systems" means the system (including hardware, software, and other equipment) owned and controlled by OC San or the Authorized User for the purpose of transmitting Electronic Communications.

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4.0 POLICY

4.1 ROLES AND RESPONSIBILITIES.

- 4.1.1 The Board Services and Information Technology (IT) Divisions are responsible for administering this policy and procedure.
- 4.1.2 The OC San Clerk of the Board and/or designee, with the advice of General Counsel, will monitor compliance and make the final determination of official records of OC San.
- 4.1.3 All Authorized Users are responsible for compliance with this policy and procedure.

4.2 DEFINITION OF "OFFICIAL OC SAN RECORD".

Under this Policy, the definition of **"Official OC San Record"** is the same as the definition provided in the California Public Records Act (Cal. Gov.

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Code §7920.000 et seq.) (~~CPRAPublic Records Act~~) for "public records" and "writing":


"... 'Public records' include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics..."

"... 'Writing' means any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored."

4.3 ELECTRONIC COMMUNICATION RELATED TO OC SAN BUSINESS IS AN OFFICIAL OC SAN RECORD.

4.3.1 Email and other forms of ~~electronic~~ Electronic Communication, such as voicemail, texts, instant messaging, and social media posts, generate correspondence and other types of records that can be recognized as Official OC San Records and may be subject to disclosure under the ~~CPRAPublic Records Act~~. In addition, any Official OC San Record created through ~~email~~ Email and other forms of ~~electronic~~ Electronic Communication must be protected and retained in accordance with records retention laws.

4.3.2 Messages transmitted using OC San's Email System, Electronic Communications Systems, or OC San-owned equipment with capabilities for text messaging and/or voicemail, should be messages which involve OC San business activities and contain information essential to accomplishment of business-related tasks, or can otherwise be recognized as Official OC San Records. Any incidental (personal) email, text, instant message, or voice messages are not considered public records, but may still be discoverable. All ~~electronic~~ Electronic Communications are the property of OC San.

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4.4 OC SAN'S ~~ELECTRONIC COMMUNICATION-EMAIL~~ SYSTEMS ~~ARE~~ NOT FOR STORAGE.


OC San reserves the right to retrieve and make proper and lawful use of any and all ~~electronic-Electronic communications-Communications~~ transmitted through OC San's ~~Electronic Communications Email-Systems~~ and any OC San-owned and subsidized equipment. Although the use of ~~electronic-Electronic communications-Communications~~ is considered official OC San business, OC San's ~~Electronic communications Communications systemsSystems~~, including email, text messaging, instant messaging, and voicemail, are intended as a medium of communication only. Therefore, the Email System, ~~Electronic Communication Systems~~, and any OC San-owned or subsidized equipment such as ~~Microsoft Teams and~~ cell phones should not be used for the electronic storage or maintenance of documentation, including, but not limited to, Official OC San Records. Regarding ~~emailEmail and Teams Chat~~, the system administrator performs regular electronic back-up of OC San's ~~Electronic CommicationsEmail~~ Systems; however, the back-up is not a copy of all OC San ~~email~~ activity that occurred during any given period.

5.0 GUIDELINES FOR PROPER EMAIL USAGE

- 5.1 Authorized Users are responsible for managing their Email mailboxes, including organizing and deleting any non-OC San related messages that do not constitute Official OC San Records. Authorized Users are responsible for determining if ~~emails-Emails~~ contain substantive information regarding OC San business or may later be important or useful for carrying out OC San business, and thus could be considered as Official OC San Records.

6.0 USE OF OC SAN ELECTRONIC COMMUNICATIONS VIA PERSONAL ACCOUNTS

- 6.1 OC San accounts shall be used to conduct OC San business. Authorized Users should not use personal accounts for the creation, transmission, or storage of ~~electronic-Electronic communications-Communications~~ regarding

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OC San business.

- 6.2 All Authorized Users shall, within 90 days following the adoption of this updated policy, search all private, non-governmental electronic messaging accounts to which they have user access and locate any ~~electronic~~ Electronic communications-Communications that might constitute an Official OC San Record. All such communications shall be forwarded to the Authorized User's OC San-provided account. To the extent the Authorized User believes that any part of such communications contains personal matter not related to the conduct of the public's business, the Authorized User shall provide a declaration, as set forth in Exhibit A.
- 6.3 If an Authorized User receives an electronic message regarding OC San business on his/her non-OC San electronic messaging account, or circumstances require such person to conduct OC San business on a non-OC San account, the Authorized User shall either: (a) copy ("cc") any communication from an Authorized User's personal electronic messaging account to his/her OC San electronic messaging account; or (b) forward the associated ~~electronic-Electronic communication-Communication~~ to his/her OC San account no later than 10 days after the original creation or transmission of the ~~electronic-Electronic communicationCommunication~~.
- 6.4 Authorized Users shall endeavor to ask persons sending ~~electronic~~ Electronic communications-Communications regarding OC San business to a personal account to instead utilize the Authorized User's business account and, likewise, shall endeavor to ask a person sending an ~~electronic~~ Electronic communication-Communication regarding non-OC San business to use the Authorized User's personal or non-OC San electronic messaging account.

7.0 ELECTRONIC COMMUNICATIONS AND PRIVACY

7.1 NO EXPECTATION OF PRIVACY.

- 7.1.1 OC San Personnel Policy 5.10 states that OC San Electronic Communication devices are the exclusive property of OC San. Authorized Users have no right or expectation of privacy or

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confidentiality in any message created, sent, received, deleted, or stored using the OC San Email System, Electronic Communications Systems, or any OC San-owned or subsidized communication devices. All messages and any attachments on OC San's computer network, Email System, Electronic Communications System, OC San-owned system or device, or OC San subsidized communication device are subject to OC San review and disclosure of ~~electronic~~ Electronic communications-Communications regarding OC San business.

7.1.2 Electronic ~~communications-Communications~~ regarding OC San business that are created, sent, received, or stored on an electronic messaging account may be subject to the CPRAPublic Records Act, even if created, sent, received, or stored on a personal account or personal device. Most communications that include Authorized Users are not confidential communications; however, certain communications such as investigations, personnel records, or attorney-client communications may be confidential or contain confidential information. Questions about whether communications are confidential, and how they are to be preserved, should be discussed with the Clerk of the Board and/or designee.

7.2 USE CAUTION WITH CONFIDENTIAL INFORMATION.

All Authorized Users must exercise a greater degree of caution in sending confidential information on OC San's ~~electronic-Electronic communications Communications systems-Systems~~ than they take with other media because of the risk that such information may be copied and/or retransmitted. All ~~email-Email correspondence~~ containing confidential information should be tagged as such and stored in a clearly labeled confidential folder to protect and preserve the privacy and confidentiality of the record. When in doubt, do not use ~~email>Email~~, text messaging, instant messaging, or voicemail as a means of confidential communication.

8.0 PUBLIC RECORDS REQUESTS, RETENTION, AND DESTRUCTION

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Electronic ~~communications~~ Communications are a business tool which shall be used in accordance with generally accepted business practices and all Federal and State laws, including the ~~CPRA~~ California Public Records Act, to provide an efficient and effective means of intra-agency and interagency communication. Under most circumstances, communications sent electronically are public records, subject to disclosure under the ~~CPRA~~ California Public Records Act and subject to records retention laws applicable to a variety of government agencies.

8.1 PRESERVING ELECTRONIC MESSAGES ~~– CPRA PUBLIC RECORDS ACT~~ REQUESTS, SUBPOENAS, CLAIMS, AND POTENTIAL CLAIMS AGAINST OC SAN.

OC San receives requests for inspection or production of documents pursuant to the ~~CPRA~~ Public Records Act, as well as subpoenas or court orders for documents. In the event such a request or demand includes electronic messages, Authorized Users who have control over or access to any such messages, once they become aware of the request or demand, shall use their best efforts, by reasonable means available, to temporarily preserve any such message until it is determined whether the message is subject to preservation, public inspection, or disclosure. Authorized Users shall contact the Clerk of the Board and/or designee regarding any such messages that are within their control.

8.2 CALIFORNIA PUBLIC RECORDS ACT (CPRA).

8.2.1 In the event a ~~CPRA Public Records Act~~ request is received by OC San seeking ~~electronic~~ Electronic communications ~~Communications~~ of Authorized Users, the Clerk of the Board, ~~and/or~~ designee, shall promptly transmit the request to the applicable Authorized User whose ~~electronic~~ Electronic communications ~~Communications~~ are sought. The Clerk of the Board, ~~and/or~~ designee, shall communicate the scope of the information requested to the applicable Authorized User, and an estimate of the time within which the Clerk of the Board, ~~and/or~~ designee, intends to provide any responsive electronic communications to the requesting party.

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8.2.2 It shall be the duty of each Authorized User receiving such a request from the Clerk of the Board, and/or designee, to promptly conduct a good faith and diligent search of all Business and Personal electronic messaging accounts and devices for responsive ~~electronic~~ Electronic communications ~~Communications~~. The Authorized User shall then promptly transmit any responsive ~~electronic~~ Electronic communications ~~Communications~~ to the Clerk of the Board, and/or designee. Such transmission shall be provided in sufficient time to enable the Clerk of the Board, and/or designee, to adequately review and provide the disclosable ~~electronic~~ Electronic communications ~~Communications~~ to the requesting party. If the Authorized User is unable to transmit the responsive communications, the IT Division has the ability to extract the pertinent communications and ensure the appropriate metadata is preserved.


8.2.3 Based on the nature of the ~~CPRAPublic Records Act~~ request, the Clerk of the Board, and/or designee, may also request an eDiscovery of all Email System and Electronic Communications Systems ~~electronic email~~ records and instant messages through the IT Division.

8.2.4 In the event an Authorized User does not possess responsive ~~electronic~~ Electronic communications ~~Communications~~ from OC San's owned or subsidized Electronic Communications Systems ~~electronic messaging~~ account, the Authorized User shall so notify the Clerk of the Board, and/or designee, by way of a written declaration (Exhibit A).

8.3 AUTOMATIC DELETION OF EMAIL AND TEAMS CHAT.


OC San's ~~email~~ Email system ~~System~~ automatically deletes OC San ~~emails~~ Emails, including any text messages that become ~~emails~~ Emails, which are more than **24 months** old from "Inbox" and "Sent" email folders of each OC San email user. Email in "Deleted" folders will be automatically removed after **ninety (90)** days.

OC San's Teams Chat will be automatically removed after **ninety (90)** days.

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8.4 EMAIL FOLDER AND TEAMS CHAT MANAGEMENT.


- 8.4.1 Authorized Users are responsible for the daily management of their ~~email-Email~~ boxes and associated folders. To ensure maximum efficiency in the operation of the Email System, Authorized Users are directed to delete ~~email-Email messages~~ that ~~is are~~ NOT Official OC San Records from their inboxes on a weekly basis. These transitory email records, based on the content of the information which only have a retention value of a few days or weeks, can be deleted from the Email Inbox upon review and determination when the purpose of the information has been fulfilled - which can be any time up to 90 days. **All email records moved to Deleted will be automatically purged by IT after 90 days.** Examples of such messages are personal emails, solicitations, email advertisements/announcements, or newsletters.
- 8.4.2 If ~~email-Email and Teams Chat messages~~ that are not Official OC San Records are necessary for transitory work, preliminary drafts, or preparation of work product or personal notes, Authorized Users should either move the record to a dedicated ~~email~~ (working) folder, print the ~~communicationemail~~ and maintain the paper copy, take a snapshot of the communication and save in a format most appropriate, or create a PDF version of the ~~communicationemail~~ (save as PDF) and store the file in an electronic folder on OC San's network drive (OneDrive, SharePoint, or SharePoint Online) to be deleted when no longer needed.
- 8.4.3 Attachments to ~~email-Electronic Communications messages~~ should be retained or disposed of according to the content of the attachment itself, not according to the ~~email-Electronic Communication~~ transmitting the attachment. Many ~~email~~ attachments are duplicates of existing documents or are draft versions of documents that might not be retained by OC San after the final version of the document is complete. If you need help in determining whether an attachment to an ~~email-Electronic Communication message~~ must be retained, please contact the Clerk of the Board and/or designee.

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8.5 DETERMINATION OF RECORD.

In accordance with OC San's RRS, it is the responsibility of Authorized Users to determine if an ~~electronic—Electronic communication~~ Communication is an Official OC San Record which must be retained in accordance with OC San's RRS. Electronic ~~communication~~ Communications messages (including any attachments) that are deemed to be Official OC San Records shall be preserved. Authorized Users shall consider the content of an ~~electronic—Electronic communication~~ Communication when determining if it is an Official OC San Record. The Clerk of the Board and/or designee can assist in making such a determination. In addition, following is a general guideline for determining whether an ~~electronic—Electronic communication—Communication~~ is an Official OC San Record:

Electronic Communications that are generally considered as Public Records (Official OC San Record)	Electronic Communications that are generally NOT considered as Public Records / in general not an Official OC San Record
(Retention time is 2 years or more)	(Retention time is no more than 90 days)
Electronic Communication that is created or received in connection with official OC San business.	Personal messages and announcements not related to official OC San business.
Electronic Communication that shows how an OC San policy was created or how a decision was made by OC San staff and/or the OC San Board of Directors.	Duplicate documents (copies or excerpts) distributed for convenience or reference.
Electronic Communication that begins, authorizes, or completes an item or a transaction of official OC San business.	Transmittal messages that merely assist the flow of work.
Electronic Communication that documents significant official	Electronic Communications containing preliminary drafts, notes,

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decisions or commitments reached verbally (person-to-person, by phone, or in conference) and not otherwise documented in OC San files.	or interagency or intra-agency memos that are not retained in the ordinary course of business. Government Code §6254(a). Records that are normally retained do not qualify for this exemption.
--	--

8.6 ELECTRONIC COMMUNICATIONS UPON TERMINATION.

Upon an Authorized User's retirement or termination, IT will forward the user's ~~electronic—Electronic communications—Communications~~ to the immediate Supervisor for review. In accordance with the policy herein, it is the Supervisor's duty to review and determine which email/text messages, voicemails, etc. should be preserved, retained, or disposed of according to the content of the ~~communicationemail~~ and following OC San's approved RRS.

Once determined, the Supervisor should either transfer the records to a dedicated ~~email~~ (working) folder ~~in their email inbox~~, print the communication and maintain the paper copy, take a snapshot of the communication and save in a format most appropriate, or create a PDF version of the email (save as PDF) and store the file in an electronic folder on OC San's network drive (OneDrive, SharePoint, or SharePoint Online) to be retained or to be deleted when no longer needed. Once completed, IT will dispose of the ~~entire mailbox content of the Electronic Communications System~~ after 90 days unless otherwise requested by the Supervisor.

Procedure 11.0

Declaration Regarding Search of Personal Electronic ~~Messaging~~ Communications Accounts

Exhibit A

In the matter of:

California Public Records Act Request
Pursuant to Government Code
§~~7920.000~~6250 et seq.

Re:

Insert name of record request

Request #: _____

Declaration of:

Print or type name of user

**DECLARATION REGARDING SEARCH OF
PERSONAL ELECTRONIC ~~MESSAGING~~
COMMUNICATIONS ACCOUNTS**

STATE OF CALIFORNIA
COUNTY OF ORANGE
ORANGE COUNTY SANITATION DISTRICT

I, _____ declare:
Print name

1. I received notice of a California Public Records Act ("CPRA") request regarding a search of my personal electronic ~~communications~~messaging account(s).
2. I understand that the CPRA request seeks:

Insert text of CPRA request.

3. I am the Owner or Authorized User of the following personal electronic ~~messaging~~communications account and have the authority to certify the records:

Insert description of personal electronic messaging account(s).

4. I have made a good faith, diligent, thorough, and complete search of the above mentioned personal electronic ~~communications~~ ~~messaging~~ account(s) for all electronic communications potentially responsive to the above mentioned CPRA request.
5. Any responsive electronic communications discovered, and referenced below, were prepared or used by me in the ordinary course of business at or near the time of the act, condition, or event.
6. Any responsive electronic communications discovered, and referenced below, are true copies of all records described in the above mentioned CPRA request.

Check the applicable box:

- ☐ I certify that I do not possess responsive electronic communications.
- ☐ I certify that I cannot reasonably recover responsive electronic communications without technical assistance.

Explain efforts to retrieve responsive electronic communications and why you were unable to recover responsive electronic communications. Add technical assistance required.

- ☐ I certify that I discovered potentially responsive electronic communications from my personal electronic messaging communications account, but I am withholding that information because the information is "personal" business. This is for the following reasons:

Describe with sufficient facts why the contested information is personal business and not subject to the CPRA. Attach additional pages, if necessary.

- ☐ I certify that I discovered potentially responsive electronic communications from my personal electronic messaging communications account. I am providing all responsive information. However, some information is non-responsive, and I am withholding that information because the information is personal business. This is for the following reasons:


Describe with sufficient facts why the contested information is personal business and not subject to the CPRA. Attach additional pages, if necessary.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I have personal knowledge of the facts set forth above.

Executed this ____ day of _____, 20____, in _____, California.

By: _____

Print Name: _____

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SUBJECT:	ESCROW OF BID DOCUMENTS	Approved by: OC San Board of Directors

This Procedure applies only to Invitation for Bids (IFBs) with an award amount of \$10,000,000 or more, to the two (2) lowest responsive, responsible bidders.

1.0 PRE-BID

1.1 If Escrow of Bid Documents (Escrow) is required (per Bid Requirements Form), the Contracts Administrator (CA) will notify Records Management (Clerk of the Board and/or designee) of the need for Escrow and will establish a time and date for Bidder(s) to submit their Escrow Bid Documents ~~for escrow~~ Escrow as specified in the Special Provisions, "Escrow of Bid Documents."

- a. This date and time of submission will be within the date and time set forth in the Contract's Special Provisions.
- b. The date must also be coordinated with Records Management's schedule.

1.2 CA submits a Meeting Planner to reserve a room in the Administration Building for receipt of the Escrow ~~of~~ Bid Documents Meeting (Meeting).

1.3 CA schedules the Meeting with Records Management, via Outlook Calendar, on the date and time scheduled for the Meeting.


~~1.4 Upon receipt of the Outlook meeting request,~~ Records Management schedules the date for Offsite Storage (GRM), as soon as practicable, to transfer the Escrow Bid Documents to offsite storage.

~~1.4.1.5~~ Board Services is the office of record for all original documents prepared and/or received in the steps below. A digital copy of the documents will be maintained in Laserfiche and will be available for viewing by to the CA. If desired, a copy of any of the documents identified below may be provided to the Bidder and/or CA. All copies shall be marked "copy".


2.0 BID OPENING


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- 2.1 At Bid Opening, OC San announces the two (2) lowest Bidders who will be required to submit their Escrow Bid Documents ~~for Escrow~~ within the date and time set forth in the Special Provisions.
- 2.2 At the Bid Opening, Bidders shall be reminded that:
 - 2.2.1 Failure to timely submit the Escrow Bid Documents ~~for Escrow~~ may result in a Bidder being deemed non-responsive.
 - 2.2.2 Escrow~~ed~~ Bid Documents must be delivered in a sealed container, marked with the project name and the words "Escrow~~ed~~ Bid Documents". ~~If Bidders are not using a safe, When possible, Bidders should use a regular document storage size box (10"x12"x15"). Type of container should be communicated to CA, and via CA to Records Management, as required for scheduling GRM pick up.~~
- 2.3 The Escrow~~ed~~ Bid Documents shall be accompanied with a Bid Document Certification for Escrow document (sample image below), provided to ~~each~~ the two (2) lowest Bidders by the CA, signed by an individual authorized by the Bidder to execute the ~~Bidding proposal~~ Bid, stating that the material in the Escrow~~ed~~ Bid Documents container constitutes the complete, only, and all documentary information used in preparation of the Bid and that he/she has personally examined the contents of the Escrow~~ed~~ Bid Documents container and has found that the documents in the container are complete.

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BID DOCUMENT CERTIFICATION FOR ESCROW

(Project Number) _____

(Project Name and Information) _____

The material in the Escrow Bid Documents constitutes the complete, only, and all documentary information used in preparation of the bid and by the authorized signature below Bidder represents that he or she has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

Signature of individual authorized by the Bidder to execute the Bidding Proposal

Printed Name Title


Company

Date

Revision 012716


3.0 POST BID OPENING

- 3.1 After Bid Opening, but no later than the date and time of the Meeting, Records Management will prepare an OC San Escrow Records Storage Facility Transfer Request & Tracking form (Form) (sample image below) for each Bidder's Escrowed Bid Documents.


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SUBJECT: ESCROW OF BID DOCUMENTS		Approved by: OC San Board of Directors

OC-San-Escrow-Records-Storage-Transfer-Request-&-Tracking		Date: <u>05/05/2021</u>	
Project Number and Name: <u>P1-128A, Headworks Complex at Plant No. 1</u> Contractor: <u>Swinerton Builders</u> Requestor: <u>Digna Olmos</u> Division Name and Number: <u>Contracts 230</u>		Offsite Storage Location & Tracking Barcode: <u> </u> <u>AFFIX BAR CODE HERE</u>	
Meeting/Transacting Date <u>05-05-2021 / 9:00 a.m.</u>	Transaction/Activity Intake of Escrow Bid Documents Meeting	Authorization Signatures Contractor Representative Print Name: <u> </u> Contractor Representative Signature: <u> </u>	Comments/Notes Information Recorded on Escrow Inventory
<u>05-05-2021</u>	Escrow Bid Documents Sent Offsite	Records Management Print Name: <u> </u> Records Management Signature: <u> </u>	Information Recorded on Escrow Inventory
Document Review Meeting (If Applicable) Date & Time: <u> </u>	Escrow Bid Documents Retrieval & Review <input type="checkbox"/> Check here if inventory of records (Contracts document) added to storage container	Records Management Print Name: <u> </u> Records Management Signature: <u> </u> Contractor Representative Print Name: <u> </u> Contractor Representative Signature: <u> </u>	If applicable, escrow records inspected by contractor(s) and OC San staff. Documents not officially released and will be resealed and sent back offsite. Date sent offsite: <u> </u>
Date Pending: <u> </u>	Release of Escrow Bid Documents Meeting	Contractor Representative Print Name: <u> </u> Contractor Representative Signature: <u> </u>	
Storage Intake Approved By: → → → → → Date: <u> </u> OC San Records Management: <u> </u>			
Storage Permout Approved By: → → → → → Permout Date: <u> </u> OC San Records Management: <u> </u>			

A separate Form is required for each Bidder's Escrowed Bid Documents box ~~due to the fact since~~ each Bidder's escrow box is assigned a separate bar code to be affixed to the Form. Also, each Bidder must sign the Form applicable to their their-its documents. ~~After the meeting, Records Management scans and saves a copy of all documents.~~

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- 3.2 In preparation for the arrival of Bidders for the Meeting, ~~the CA-Records Management~~ shall prepare an Escrow of Bid Documents Meeting Attendance Record for record of attendance which will be completed by the representative of each company and all the OC San staff in attendance at the Meeting. ~~A copy should be made and provided to each representative of the company delivering documents and the original kept on file by Records Management.~~



ATTENDANCE RECORD

Escrow of Bid Documents Meeting
January 27, 2021 ~ 10:30 a.m.
J.F. Shea Construction, Inc.

PROJECT NO. P1-1959
HEADWORKS REHABILITATION AT PLANT #1

Name: _____

Company: _____

Address: _____

Telephone: _____

Email: _____

Name: _____

Company: _____

Address: _____

Telephone: _____

Email: _____

Name: _____

Company: _____

Address: _____

Telephone: _____

Email: _____

Name: _____

Company: _____

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Name: _____

Company: _____

Address: _____

Telephone: _____

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Name: _____

Company: _____

Address: _____

Telephone: _____

Email: _____

Name: _____

Company: _____

Address: _____

Telephone: _____

Email: _____

Name: _____

Company: _____


Address: _____


Telephone: _____

Email: _____

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- 3.3 At the Meeting, the two lowest Bidders will hand deliver their Escrow Bid Documents to OC San Records Management and the CA. OC San Staff/Contractor will open and review the contents together at OC San.
- 3.4 Each Bidder will fill out and sign an Intake of Escrow Bid Documents Record of Receipt (sample image below) prepared prior to the Meeting by Records Management.

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ORANGE COUNTY SANITATION DISTRICT

RECORD OF RECEIPT FOR:

Intake of Escrow Bid Documents
May 5, 2021 ~ 9:00 a.m.
Swanton Builders

PROJECT NO. P1-128A
HEADWORKS COMPLEX AT PLANT NO. 1

NUMBER OF BOXES: 1

Documents Delivered By:

Name: _____
Company: _____
Address: _____
Telephone: _____
Email: _____
Signature: _____

Documents Intake By:

Name: _____
Company: Orange County Sanitation District
Address: 10844 Ellis Avenue, Fountain Valley, CA 92708
Telephone: _____
Email: _____
Signature: _____

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3.5 After OC San approves of the documentation in the Bidders' Escrow Bid Documents, OC San Records Management will affix GRM bar codes and ID numbers on the OC San Escrow Records Storage Transfer Request & Tracking form (Form) and to each Bidder's Escrowed Bid Documents box. The Bidders and Records Management shall all sign the completed Form.


~~3.6 Each Bidder, the CA, and Records Management will receive a copy of the completed Form for their records and future reference.~~

3.6 As arranged by Records Management, GRM will thereafter take possession of the apparent two low Bidder's' Escrowed Bid Documents, as soon as practicable, and transfer them to its document storage facility.

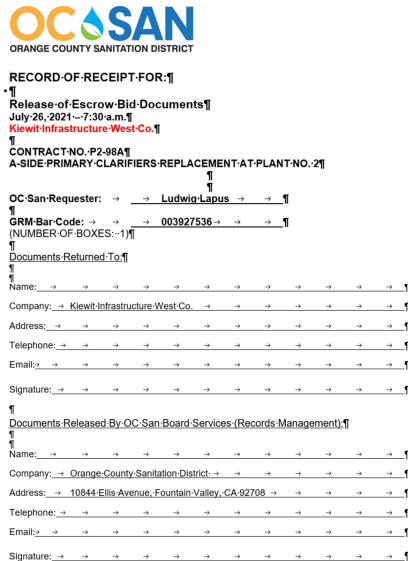
3.7 When practicable, the Document Review Meeting will be conducted at the same time as the Original Records Intake meeting. When this occurs, nothing additional is needed other than completion of the appropriate section of the Form.

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4.0 AFTER CONTRACT AWARD

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- 4.1 Following the Award of the Contract, OC San will return the Escrowed Bid Documents to the unsuccessful Bidder(s) at a meeting to be scheduled by the CA at the convenience of all parties. In preparation of the meeting, Records Management will prepare the Release of Escrow Bid Documents Record of Receipt (sample image below). As appropriate, all parties will complete this Record of Receipt at the meeting, obtaining all of the required signatures. ~~A copy of the completed Release of Escrow Bid Documents Record of Receipt will be provided to the Bidder and CA. Records Management keeps the original.~~



OC SAN
ORANGE COUNTY SANITATION DISTRICT

RECORD OF RECEIPT FOR:

Release of Escrow Bid Documents
July 26, 2021 ~ 7:30 a.m.
Kiewit Infrastructure West Co.

CONTRACT NO. P2-98A
A-SIDE PRIMARY CLARIFIERS REPLACEMENT AT PLANT NO. 2

OC San Requester: Ludwig Lapus

GRM Bar Code: 003927536
(NUMBER OF BOXES: 1)

Documents Returned To:

Name: _____
Company: Kiewit Infrastructure West Co.
Address: _____
Telephone: _____
Email: _____
Signature: _____


Documents Released By OC San Board Services (Records Management):

Name: _____
Company: Orange County Sanitation District
Address: 10844 Ellis Avenue, Fountain Valley, CA 92708
Telephone: _____
Email: _____
Signature: _____


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5.0 EXCEPTIONS

- 5.1 In the event of a bid protest or other problem with the apparent low bid, the CA will contact the third and perhaps fourth apparent low Bidders and complete the required steps of this Procedure above.


	Orange County Sanitation District	Procedure Number: 12.0
	RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Effective Date: <u>04/24/2024</u> 12/14/2023
		Supersedes: 12/14/2023
SUBJECT:	ESCROW OF BID DOCUMENTS	Approved by: OC San Board of Directors

- 5.2 For Design-Build (DB) Projects, only the Proposal Documents of the successful proposer will be escrowed, after the award of the contract by the Board of Directors.

	Orange County Sanitation District RECORDS MANAGEMENT POLICY & PROCEDURE MANUAL	Procedure Number: 13.0
		Effective Date: <u>04/24/2024</u> 12/14/2023
		Supersedes: <u>12/14/2023</u> 03/22/2023
SUBJECT:	DIGITIZATION OF RECORDS	Approved by: OC San Board of Directors

1.0 POLICY OBJECTIVES AND BACKGROUND

- 1.01 The Orange County Sanitation District (OC San) has identified the following objectives for digitizing records:
 - 1.01.1 Provide online access to OC San records
 - 1.01.2 Make digitized material and metadata available
 - 1.01.3 Advance the preservation of records by reducing wear and tear on the originals
 - 1.01.4 Maintain a reduction in paper
- 1.02 To ensure that users have the ability to access digitized records, OC San has implemented an Electronic Content Management System (ECMS) (Laserfiche) which will be made available via SharePoint and on ocsan.gov, as well as a desktop application for designated staff members. Utilizing this management system ensures the authenticity, reliability, usability, and integrity of the digital copies.
- 1.03 The implementation of a paper reduced environment, including the incorporation of the ECMS and implementation of a fully digital process to reduce the use of paper is a continued goal in the General Manager's Work Plan.
- 1.04 OC San is pursuing a reduction in paper in the office environment. Digitization provides a means for preserving at-risk physical materials (including paper documents, maps, photos, etc.) as well as providing greater accessibility and security for those documents. To the extent practicable, OC San promotes electronic systems, electronic records, and paperless transactions to support OC San's transition to electronic government and enhanced transparency.
- 1.05 Digitization refers to the process that includes the following activities:
 - 1.05.1 Identifying, selecting, and documenting physical materials for digitization;
 - 1.05.2 Preparing physical materials for scanning (including locating, preserving, gathering, reviewing, and organizing for access; and screening for suitability to be digitized);

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SUBJECT:	DIGITIZATION OF RECORDS	Approved by: OC San Board of Directors


- 1.05.3 Collecting basic descriptive and technical metadata sufficient to allow retrieval and management of the digital copies and to provide basic contextual information for the user;
- 1.05.4 Scanning the physical materials (also referred to as digital conversion), re-filing, or disposing;
- 1.05.5 Quality control (validation) of digital copies and metadata;
- 1.05.6 Providing access to reliable and authentic copies for business purposes to internal users as well as the public; and
- 1.05.7 Maintaining digital copies and metadata.

2.0 POLICY RESPONSIBILITY

- 2.1 The Board Services and Information Technology (IT) Divisions have overall responsibility for this policy. The OC San Board of Directors adopts this policy, IT manages the Electronic Content Management System, and the Custodian of Records implements and oversees this policy on behalf of the Board of Directors.

3.0 APPLICABILITY

- 3.1 This policy provides guidance and requirements for digitizing physical media.
- 3.2 This policy applies to all records of physical materials being considered for digitization. These records fall into three categories:
 - 3.2.1 Vital or Historical Records with permanent or life of organization retention;
 - 3.2.2 Inactive records that have not met their retention schedule (especially records that are voluminous or have a long retention schedule) and are not regularly accessed. These may be considered for digitization due to constraints of physical storage space or costs of maintaining the physical

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record collection; and

- 3.2.3 Active records that are initially produced in paper or similar physical media as part of the business process, e.g., requiring a physical signature, and are regularly accessed for a continuing business purpose. Digitization may provide for access among multiple users across multiple locations.


4.0 TERMS AND DEFINITIONS

4.1 As used in this policy, the following terms and definitions apply:

- 4.1.1 Custodian of Records: The custodian of records for OC San is the Clerk of the Board.
- 4.1.2 Digitization: The act of scanning an analog document into digital form, as well as the series of activities that results in a digital copy being made available to end users via the intranet, internet, or other means for a sustained length of time.
- 4.1.3 Electronic Content Management System (ECMS): Computerized/digital means for collecting, organizing, and categorizing information to facilitate its preservation, retrieval, use, and disposition.
- 4.1.4 Electronic Signature: A method of signing an electronic document that identifies and authenticates a particular person as the source of the signature and indicates such person's intent to sign the document.
- 4.1.5 Office of Record: The Department/Division that, by definition of its mission or function, has primary responsibility for maintenance and retention of the record.

5.0 POLICY GOAL AND CONSIDERATIONS

- 5.01 The goal of this policy is to expand public and internal access to important vital, historical, and long-term documents through digitization. OC San does not require all records in physical media be digitized unless they are at risk

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SUBJECT:	DIGITIZATION OF RECORDS	Approved by: OC San Board of Directors

of damage or destruction, which may result in the loss of the record. However, based upon business analysis by the Office of Record and Custodian of Records, digitization may be an effective way to maintain and manage a record collection that exists only in physical media form.

5.02 Before undertaking a digitization project, the Office of Record should consider the following:


- A. Volume of the record collection;
- B. Cost to digitize (budgeted in each Department/Division);
- C. Need/Demand for availability (sharing) of the documents;
- D. Quality of the originals (including handwritten notes, degradation of original medium, etc.); and
- E. Need to preserve the originals after digitization for historical or other purposes.

5.03 The legal validity of electronic signatures in the context of electronic transactions (i.e., actions between two or more persons relating to the conduct of business, consumer, commercial, or governmental affairs) must be well-recognized and approved by the Secretary of State of California.

6.0 POLICY EXCEPTIONS

6.01 Exceptions to this policy may be necessary based on legitimate business needs, legal, or compliance requirements. Any exceptions must be documented, reviewed, and approved by the Custodian of Records, Management, and General Counsel.

6.02 This policy guidance does not apply when the digitization is merely to provide a reference or convenience copy in limited circumstances, i.e., a single document rather than conversion of an entire collection for purposes of lifecycle management.


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7.0 RESPONSIBILITIES

- 7.01 Board Services Division: Coordinates the overall ~~p~~Program. Provides guidance and assistance to all OC San Departments/Divisions with lifecycle management and coordinates required records reviews, evaluations, and reports.
- 7.02 Reprographic Center: Provides digitization/scanning services to the Office of Record for their paper document record collections. For larger projects the need for additional services may be required.
- 7.03 Managers/Supervisors: Effectively manage information assets within their area of responsibility in a consistent manner to ensure the integrity, security, and availability of information assets. Managers/Supervisors are also responsible, through their organization, for documenting a digitization plan that ensures their digitization projects meet the requirements of this policy.

8.0 STANDARDS AND PROCEDURES

- 8.01 The Office of Record, under the direction of the Custodian of Records, must develop a digitization plan to meet the following requirements:
 - 8.01.1 Authorization. Digital Records may be maintained as the only copy of a record if approved by General Counsel and the Board of Directors, as may be required, following the laws of California. They are viewed as being functionally equivalent to the original paper version if the intent to preserve the document only in digital form is documented and authorized by the Custodian of Records and General Counsel. Once approved this authorization and notation must be included in the Records Retention Schedule.
 - 8.01.2 Document Preparation. This includes a review of the documents to be digitized to ensure that digitization will not compromise the readability of the content. This is particularly important for documents that include “marginalia” (handwritten notes or additions to the content of the document). Moreover, an inventory of the records must be prepared, especially in instances where the actual digitization is performed by someone else. Finally, in some instances, a clean copy may be necessary if the original paper has been degraded to the point that, in its original form, a valid digital

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copy would not be possible.


8.01.3 Digitization. As part of the actual digitization process, a single scanned image type (see list below) must be chosen for the records. Consideration must be given to the ability of a particular scanned image type to be searched. In addition, a consistent set of metadata should be incorporated into the scanned image to assist in organizing and managing the digital collection. “Scanned image” types include:

- a) gif – graphics interchange format;
- b) tiff – tagged image file format;
- c) biif – basic image interchange format;
- d) png – portable network graphics; or
- e) pdf – portable document format.

8.01.4 Validation. Throughout the digitization process, the scanned images must be validated to ensure that a clean, readable image has been produced, that the content of the document set is the same as the original (number of pages), and that the metadata attached is accurate. The Office of Record may choose to do an initial series of documents as a test case. If so, choose a sample that will cover the range of quality and other attributes of the originals, e.g., differing font sizes or layouts. It is recommended that every scanned image be validated; however, if the original documents are of highly consistent quality, format, and content, sampling validation may be appropriate.

8.01.5 Disposition of Originals. Once the records have been digitized and validated, the paper original may be destroyed as long as the destruction is documented as part of the digitization plan, in accordance with the Records Retention Schedule and has been authorized by the Office of Record, Supervisor, Manager, Executive Director, General Counsel, and the Custodian of Records. Special consideration must be given to physical records with historical value content. OC San’s Custodian of Records can provide assistance and guidance to divisions in determining the historical value of original physical media records.

8.01.6 Digital Storage. The ECMS (Laserfiche), designated for

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maintenance and management of OC San’s digital records, meets the integrity, security, and availability requirements. Using Laserfiche for digital records is preferred because this system prevents manipulation and unauthorized deletion of the scanned images and Laserfiche provides enhanced security and permission restrictions to aid management of the digital collection. In addition, OC San uses Restorvault which allows the Laserfiche application to meet the definition of a trusted system. The State of California defines a trusted system as, “a combination of techniques, policies, and procedures for which there is no plausible scenario in which a document retrieved from or reproduced by the system could differ substantially from the document that is originally stored”. (Source: California Government Code §12168.7(c))

9.0 PERFORMANCE & MONITORING

9.01 The Custodian of Records and IT Division are responsible for the performance standards and monitoring plans contained in this policy.

9.02 Performance Standards

9.02.1 Cost effectiveness of digitization projects:

9.02.1.1 Increased availability of OC San records to the public and appropriate personnel with a need for access.

9.02.1.2 Reduced risk of damage or inaccessibility to OC San records currently maintained in paper format.

9.03 Monitoring Plans

9.03.1 Sampling and validating digitized collections for integrity, security, and availability.

9.03.1.1 Scheduling (for retention) and reviewing ECMS used to maintain digitized collections.



Orange County Sanitation District Records Retention Schedule

General Retention Schedule Information

- This Records Retention Schedule (RRS) pertains to any and all Official Records of OC San regardless of Media Type and is adopted in compliance with GC §60201 and additional specific citations as noted.
- Public Records Act requests, litigation, audits, claims, and investigations may suspend the stated retention periods and notification of such will be made. As stated in OC San's Records Retention Policy, authorization and proper destruction methods are required prior to destroying all Official Records, regardless of Media Type. When original records have reached their retention length, all copies and duplicates must be destroyed, along with the original, regardless of Media Type.
- Copies/duplicate records shall be determined as "duplicate" or "copy" in conjunction with Records Management. Upon determination by Record Management that a record is a duplicate or copy, OC San may destroy the duplicate record if the original or a permanent photographic record exists in OC San's files (GC §60200).
- Notes, preliminary drafts, and transitory records are not considered Official Records and may be destroyed without complying with OC San's RRS (SOS 2-1030). Such records may be destroyed when no longer needed for OC San business and do not require authorization for destruction.
- Official Records cannot be discarded in trash bins. They must be submitted to Records Management for secure destruction.

Citation Codes		Retention Codes	
CCP	Code of Civil Procedure (CA)	CL	Closed or Completed
CCR	California Code of Regulations	CU	Current Year (Defined Where Used)
CFR	Code of Federal Regulations	EX	Expired or Expiration
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R&TC	Revenue & Taxation Code		
SOS	Secretary of State	Media Types	
USC	United States Code	CD	CD
Special Storage Consideration		EL	Electronic
		FD	Floppy Disk
		P	Paper
		TA	Tapes
C	Confidential		
H	Historical		
V	Vital		

Districtwide

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations & Comments
DW001	Published Articles Written/Contribution by OC San Staff	LO			SOS C-24, SOS C-40 <i>Incorporates 2018 ESD018</i>
DW002	Historical Records: Photos, Slides Used by O&M, Videos, Correspondence	LO	H		<i>Business value for LO retention. Historical/Non-Historical determination is made by the Department Director or Custodian of Records.</i>
DW003	Non-Historical Photos & Videos	NN			<i>Historical/Non-Historical determination is made by the Department Director or Custodian of Records Incorporates 2018 PAO003</i>
DW005	Reference Files (Not Incorporated in Any Other RRS Record Type): Equipment Manuals Not Included in DW010, Process Workflows, Budget Planning Documents, Training Material, Standby Assignments/Stormwatch, Department/Divison Policies & Procedures (If Not Specified Elsewhere in the RRS)	S+5		EL, P	GC §60201(d)(11); SOS C-23, SOS C-19 <i>Longer retention period required by SOS C-19 applied to all records in this Record Type Incorporates 2018 OMD012</i>
DW006	Speeches and Non-Marketing Related Presentations & Supporting Documents (Includes PowerPoints): Presentations Not Made at Board/Committee Meetings	CU+2	H		SOS C-24 <i>Some records may be kept for historical value Incorporates 2020 DW004, 2018 PAO005, 2018 OMD013 CU = date of presentation</i>
DW007	General Correspondence: Email in Outlook Inbox & Sent Folders, Returned Proposition 218 Notifications (Returned Mail)	CU+2		EL, P	<i>This pertains to all communication correspondence not specifically addressed or related to another Retention Number contained in the whole Records Retention Schedule CU = date of communication correspondence</i>



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R&TC	Revenue & Taxation Code		
SOS	Secretary of State	Media Types	
USC	United States Code	CD	CD
		EL	Electronic
		FD	Floppy Disk
Special Storage Consideration		P	Paper
C	Confidential	TA	Tapes
H	Historical		
V	Vital		

Districtwide

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations & Comments
DW008	Non-Records in Email Format in Outlook Deleted Folder or Microsoft Teams Chat	CU+90 Days		EL, P	<i>These records fail to meet the definition of a public record under Government Code §6252(e)</i> <i>CU = date of communication</i>
DW009	Various Internal Meeting Minutes: Includes Minutes Not Otherwise Indicated Herein, Including Executive Management Team (EMT) Meeting Minutes, Managers Meeting Minutes, Administrative Support Meeting Minutes	CU+2			SOS C-19 <i>EMT Meeting Minutes previously 2020 GMO017</i> <i>CU = calendar year</i>
DW010	Facility & Collection System Equipment Manuals and Related Reference Files	LO		EL, P	GC §60201(d)(11); SOS C-23, SOS C-19 <i>Separating these records from DW005 as business practice is that they are kept LO</i>
DW011	Purchaser/Card Holder Receipts for Purchases Made Using OC San Procurement Card (Credit Card)	CU + 3		EL, P	SOS C-29, SOS C-30 <i>CU = statement date</i>



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Board Services

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations & Comments
BSD001	Affidavits of Publications Notices	LO		EL, P	GC §54960.1(c)(1); SOS C-22, SOS C-23 Required retention is CU+2; business value for LO retention
BSD002	Board and Committee Meeting Agenda Packets and Meeting-Related Materials: Agenda, Agenda Reports & Attachments, Presentations, GM Monthly Report	LO		EL, P	SOS C-22
BSD003	Agreements & Contracts, Political & Outside Jurisdictions/Agencies: Cooperative Agreements, JPAs (Joint Powers Authorities), JFAs (Joint Finance Authorities), Interagency, Reimbursement Agreements	LO	V	EL, P	GC §60201(d)(1), GC §60201(d)(9)
BSD004	Annexation Files	LO	V	EL, P	GC §60201(d)(1); SOS C-28
BSD005	Bids - Awarded (Board Reviewed)	LO		EL, P	GC §60201(d)(6); SOS C-30
BSD006	Bids - Unaccepted (Board Approved)	CU+2		EL, P	GC §60201(d)(11); SOS C-30 Includes unsuccessful and rejected bids. For rejected bids, includes bid documentation (plans, specs, etc.). CU = calendar year
BSD007	Board Administration Files: Loyalty Oaths, Election Records, Directors Lists, Contact Information	T+10		EL, P	PC §801.5 22; SOS C-18; 29 USC §1113



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Board Services

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations & Comments
BSD008	Conflict of Interest (FPPC Filings)	T+7		EL, P	GC §81009(e); SOS C-18
BSD009	Purchasing, Contracts & Agreement Files - Capital Improvement Projects (CIP) & Non-CIP - Committee or Board Approved: Includes Authorization Documents; Change Orders; Amendments; Notices; Published Invitation for Bid (IFB) Documents, including Specifications & Drawings, Solicitation Addenda and Bulletins Issued; Notices of Intent to Award; Notices of Award; Notices to Proceed; Notices of Completion; Property & Other Lease Agreements; Purchase Order and Requisition Files	LO	V	EL, P	CCP §337; H&S §19850; SOS C-22, SOS C-27, SOS C-30
BSD011	Ethics Training: Sexual Harassment Board Only, Ethics Training Board & Employee	EX+5		EL, P	GC §53235.2(b)
BSD012	Formation Files	LO	V	EL, P	GC §60201(d)(1)
BSD013	Land Records: Easements, Grant Deeds, Quit Claim Deeds, Abandonments, Condemnations, Real Estate Purchase & Sale, Property Agreements, Encroachment Permits	LO	V	EL, P	GC §60201(d)(8) <i>Incorporates 2015 ENG010, 2015 ENG013, 2018 ENG026</i>
BSD014	Legal Opinions	LO		EL, P	SOS C-23; GC §6254
BSD015	Litigation Files	CL+2		EL, P	40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-45 <i>CU = date of record</i>



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Special Storage Consideration		EL	Electronic
		FD	Floppy Disk
		P	Paper
		TA	Tapes
C	Confidential		
H	Historical		
V	Vital		

Board Services

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations & Comments
BSD016	Meeting Minutes: Board & Board Committees	LO	V	EL, P	GC §60201(d)(3)
BSD017	Ordinances	LO	V	EL, P	GC §60201(d)(2)
BSD018	Recorded Project Documents: Notices of Completion, Easements, Deeds, etc.	LO		EL, P	GC §60201(d)(8); SOS C-26
BSD019	Resolutions	LO	V	EL, P	GC §60201(d)(2)
BSD020	Tapes & Digital Recordings (Audio & Video): Board or Committee Meetings	LO		EL	GC §54953.5(b) <i>Minimum retention 30 days or until adoption of the minutes per Brown Act.</i>
BSD021	Director Communications: General Board Correspondence	CU+3		EL, P	PC 801.5 22; 29 USC §1113 <i>Incorporates 2015 BSD010 CU = calendar year</i>
BSD023	Public Records Act Requests	CL+2		EL, P	GC §60201(d)(5); SOS C-23



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Citation Codes		Retention Codes	
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Board Services

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BSD024	Grand Jury Reports/Responses	LO		EL, P	
BSD025	Records Retention Schedules	LO		EL, P	CCP §343; SOS C-23 <i>Schedules are superseded when updated Incorporates 2018 ITD022</i>
BSD026	Records Destruction Records: Approvals, Certificates, Requests	LO		EL, P	SOS C-23 <i>Incorporates 2018 ITD019</i>
BSD027	Records Management Annual Audits: Inventory, Storage, Destruction	S+3		EL, P	SOS C-23 <i>Incorporates 2018 ITD020</i>
BSD028	Public Records Act Requests Log	LO	H	EL, P	<i>Required retention is the same as BSD023 (CL+2); business value in LO retention; no additional, specific citations</i>
BSD029	OC San Declarations of Emergency Log & Related Back Up Documentation	LO	H	EL	



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Board Services

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GPM003 BSD030	Escrow Bid Documents	LF	C, V		CCP §337.15 <i>Unsuccessful Escrow Bid Documents are returned to Contractor after Contract is awarded. The Escrow Bid Documents for the Awarded Contractor are returned at the end of the life of the facility (business preference to retain these documents longer than required by §CCP 337.15, which indicates CL+10). OC San acts as a temporary custodian of the documents, which remain the property of the bidders.</i>



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Contracts, Purchasing, and Materials Management

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations & Comments
CPM001	Purchasing, Contracts & Agreement Files - Capital Improvement Projects (CIP) - Not Committee or Board Approved: Includes Insurance Certificates; Authorization Documents; Change Orders; Amendments; Notices; Pre-Award Bid/Proposal Package; Bid/Proposal Evaluation Materials; Protest Documents; Project Documents; Published Invitation for Bid (IFB) Documents, including Specifications & Drawings, Addenda and Bulletins Issued, Bid Requirements Form, Question & Answer Logs, Outreach Materials, Evaluator Certifications, Responsiveness & Responsibility Review Documents (Safety, Finance, Experience Requirements), Clarification Requests & Responses, and Bid/Proposal Evaluation Memorandum; Notice of Award Recommendations; Protest and Associated Documents; Determination on Protests; Appeals; Determination of Appeals; Preliminary Notices; Stop Notices; Notices of Completion; Property & Other Lease Agreements; Purchase Order and Requisition Files For Purchasing, Contracts & Agreement Files that are Committee or Board approved, please see BSD009	LO		CD, EL, P	CCP §335; GC §4000; H&S §19850; SOS C-22, SOS C-27, SOS C-30 <i>Incorporates 2018 CPM004, 2018 CPM011, 2018 CPM012, 2018 CPM013, 2018 CPM014, 2018 CPM015, 2018 CPM017, 2018 CPM018</i>
CPM002	Purchasing, Contracts & Agreement Files - Non-CIP Projects - Not Committee or Board Approved: Includes Insurance Certificates; Authorization Documents; Change Orders; Amendments; Notices; Pre-Award Bid/Proposal Packages; Bid/Proposal Evaluation Materials; Protest Documents; Project Documents; Published Invitation for Bid (IFB) Documents, including Specifications & Drawings, Addenda and Bulletins Issued, Bid Requirements Form, Question & Answer Logs, Outreach Materials, Evaluator Certifications, Responsiveness & Responsibility Review Documents (Safety, Finance, Experience Requirements), Clarification Requests & Responses, and Bid/Proposal Evaluation Memorandum; Notice of Award Recommendations; Protest and Associated Documents; Determination on Protests; Appeals; Determination of Appeals; Preliminary Notices; Stop Notices; Notices of Completion; Property & Other Lease Agreements; Purchase Order and Requisition Files For Purchasing, Contracts & Agreement Files that are Committee or Board approved, please see BSD009	CL+7		CD, EL, P	CCP §337; SOS C-22, SOS C-30 <i>Incorporates 2018 CPM004, 2018 CPM011, 2018 CPM012, 2018 CPM013, 2018 CPM014, 2018 CPM016, 2018 CPM017, 2018 CPM018</i>



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Contracts, Purchasing, and Materials Management

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CPM003	Escrow-Bid-Documents	LF	C, V		CCP §337.15 Unsuccessful-Escrow-Bid-Documents-are-returned-to-Contractor-after-Contract-is-awarded.-The-Escrow-Bid-Documents-for-the-Awarded-Contractor-are-returned-at-the-end-of-the-life-of-the-facility-(business-preference-to-retain-these-documents-longer-than-required-by-§CCP-337.15,-which-indicates-CL+10).-OC-San-acts-as-a-temporary-custodian-of-the-documents,-which-remain-the-property-of-the-bidders.
CPM005	Purchase Order & Requisition Files (Not included in BSD009, CPM001 & CPM002): Open Annual (OA), Open Blanket (OB), Open Purchase (OP), Open Service (OS), Requisitions in JDE, Procurement Card Purchases	CL+5		EL, P	CCP §337; GC §60201(d)(9) & (10); SOS C-30 Incorporates 2018 CPM006
CPM008	Warehouse and Materials Management Records: Discrepancies, Add To Stores, Receivers, Return To Vendors (RTV), Shipping Records, Inventories, Disposal of Surplus Assets	CL+4		EL	CCP §337; SOS C-29, SOS C-30 Incorporates 2018 CPM007
CPM009	Procurement Card Documentation: Reconciliation (Receipts/Activity in Chase Portal), Reports, Agreements, Correspondence	CU+3		EL, P	SOS C-29, SOS C-30 CU = statement date
CPM019	Certificates of Insurance	LO	H, V	EL, P	SOS C-24 Incorporates 2018 CPM014



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Contracts, Purchasing, and Materials Management

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations & Comments
CPM020	Purchasing & Contracts Support Documents - CIP & Non-CIP - Committee or Board Approved: Includes Pre-Award Bid/Proposal Packages; Bid/Proposal Evaluation Materials; Project Documents; Bid Requirements Forms; Question & Answer Logs; Outreach Materials; Evaluator Certifications; Responsiveness & Responsibility Review Documents (Safety, Finance, Experience Requirements), Clarification Requests and Responses; Bid/Proposal Evaluation Memorandum; Notice of Award Recommendations; Protest and Associated Documents, Determination of Protests; Appeals; Determination of Appeals; Preliminary Notices; Stop Notices	LO	H	EL, P	CCP §337, CCP §337.15; SOS C-22, SOS C-30 <i>Incorporates 2018 CPM004, 2018 CPM010, 2018 CPM011, 2018 CPM012, 2018 CPM013, 2018 CPM014, 2018 CPM015, 2018 CPM016, 2018 CPM017, 2018 CPM018</i>
CPM021	Bids - Unaccepted (NOT Committee or Board Approved)	CU+2		EL, P	GC §60201(d)(11); SOS C-30 <i>Includes unsuccessful and rejected bids CU = calendar year</i>



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Engineering

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
ENG005	CEQA Documents Prepared for District Purposes: Includes Environmental Impact Report Documents (Draft & Final), Negative Declarations, Notices of Completion and Determination, Comments on Environmental Documents, Statements of Overriding Considerations, Technical Studies, Initial Studies, Mitigation and Monitoring Reports, Environmental Assessments, Notices of Preparation, Mitigated Negative Declarations, Notices of Exemption	LO			14 CCR §15062, 14 CCR §15075, 14 CCR §15094, 14 CCR §15095(c), 14 CCR §15112, 14 CCR §15208; GC §60201(d)(10); SOS C-27 <i>Incorporates 2018 ENG022</i>
ENG007	Engineering Drawing: Conformed Set Drawings	S	V		SOS C-26, SOS C-44 <i>Conformed Set Drawings are superseded by Record Drawings & retained pursuant to ENG008; if no drawings are issued, the Conformed Set is kept for Life of Organization</i> <i>Incorporates 2018 ENG021</i>
ENG008	Engineering Drawing: Record Drawings	LO	V		SOS C-26, SOS C-44 <i>Incorporates 2018 ENG021, 2020 ENG031</i>
ENG009	Drawings - Shop & Construction Contract Submittals (Permanent Assets)	LO	V		<i>Incorporates 2020 ENG032, 2015 ENG011</i>



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Engineering

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ENG012	ENGINEERING PROJECT FILE (TO INCLUDE ALL CAPITAL PROJECT MANAGEMENT LIFE CYCLE PHASES): Project Development: Correspondence, Gate Review, Meeting Agendas & Minutes, Pre-Construction Project Photos, Handoff Documents, Consultant Monthly Report Preliminary Design: Correspondence, Design Submittal, Gate Review, Meeting Agendas & Minutes, Preliminary Design Report Documentation, Public Outreach, Consultant Monthly Report Design: Consultant Monthly Report, Correspondence, Design Submittal, Final Design Submittal, Gate Review, Meeting Agendas & Minutes, Public Outreach, Handoff Documents, ETAP Documents Construction and Installation: Consultant Monthly Report, Construction Contract Submittals (Not Permanent Assets), Correspondence, Gate Review, Construction Inspection Daily Reports & Documentation, Meeting Agendas & Minutes, Public Outreach, Requests & Changes (Bulletin, Contractor Cost Proposal, Delay & Schedule Analysis, Field Change Order, Request for Change, Request for Information, Request for Proposal, Time & Materials Report), Safety Documentation, ETAP Documents, Project Schedule Commissioning: Correspondence, Gate Review, Meeting Agendas & Minutes, Substantial Completion-Beneficial Use, Use Prior to Completion, Substantial Completion, Final Completion Closeout: Correspondence, Gate Review, Meeting Agendas & Minutes, Final Acceptance & Release of Retention, Warranty Documentation, As-Builts & Field Markups	CL+10			CCP §337.15. <i>Incorporates 2018 ENG007, 2018 ENG008, 2018 ENG009, 2018 ENG010, 2018 ENG011, 2018 ENG012</i> <i>CL = budget closure date in budget documentation or the date of the Director of Engineer's signature on the Close-Out Form</i>
ENG014	City or County Planning Documents Unrelated to a Specific, Current OC San Project or Business Need As Otherwise Defined in Another Retention Number: Specific Plan, Master Plan, CEQA Documents Including Environmental Impact Reports and Addenda, Negative Declarations, Notices of Completion and Determination, Comments on Environmental Documents, Statement of Overriding Considerations, Exemptions, Technical Studies, Mitigation and Monitoring Reports	CU+20			GC §60201(d)(10); SOS C-26, SOS C-27, SOS C-28 <i>OC San is not the custodian of these records; however there is a business value to the retention of these records.</i> <i>Incorporates 2015 ENG004, 2018 ENG001</i> <i>CU = document date</i>



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Engineering

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ENG015	Connection Permit: Trunk Sewer Connection Permit	LO	V		GC §60201(d)(10); SOS C-43, SOS C-44 <i>Incorporates 2018 ENG029</i>
ENG017	Collection System Condition Assessment Records: CCTV, Reports	LO	V		
ENG019	Specification Conformed	LO	V		<i>Incorporates 2018 ENG028</i>
ENG020	Requests for Underground Utility Information (From City, Utility, Public Agency or Contractor Working On Behalf of Same): Original Inquiry/Plans Received, OC San Response	CL+2			<i>Incorporates 2018 ENG004</i>
ENG023	Code and Standards: ACI 318 - Building Code Requirements for Structural Concrete; ACI 350 - Code Requirements for Environmental Engineering Concrete Structures; ASCE 7-16 - Minimum Design Loads & Associated Criteria for Buildings & Other Structures; ASCE 41-13 - Seismic Evaluation & Retrofit of Existing Buildings; Greenbook - Standard Specifications for Public Works Construction; NFPA 13 - Standard for Installation of Sprinkler Systems; NFPA 30 - Flammable & Combustible Liquids Code; NFPA 37 - Standard for the Installation & Use of Stationary Combustion Engines & Gas Turbines; NFPA 70 - National Electrical Code; NFPA 72 - National Fire Alarm & Signaling Code; NFPA 101 - Life Safety Code; NFPA 820 - Standard for Fire Protection in Wastewater Treatment & Collection Facilities; NFPA 2001 - Standard on Clean Agent Fire Extinguishing Systems; California Building Codes	S+10			<i>OC San is not the custodian of these records; however there is a business value to the retention of these records.</i>



Orange County Sanitation District Records Retention Schedule

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PRC	Public Resources Code	T	Terminated
OMB	Office of Management & Budget		
R&TC	Revenue & Taxation Code		
SOS	Secretary of State	Media Types	
USC	United States Code	CD	CD
Special Storage Consideration		EL	Electronic
		FD	Floppy Disk
		P	Paper
		TA	Tapes
C	Confidential		
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Engineering

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
ENG024	Final Design Documentation: Engineering Study and Analysis, Feasibility Study, Final Planning Study Report, Preliminary Design Report/Technical Memoranda, Engineering Calculations, Geotechnical and Geophysical Reports, Hazardous Materials Report, Hydrogeologic Report, Project Specific Seismic Report	LF			SOS C-19, SOS C-25, SOS C-26, SOS C-27 <i>Incorporates 2015 ENG016 Engineering Study & Analysis - May Include Reports Such as Solid Hauling Study, CCTV Report, Trunk Sewer Analysis, Structural Analysis, Electrical Report, Manufacturer Report, Design Report, Technical Reports, Flow Report (Gallage Flow), Odor Control, Air Quality Reports, Title Report, Traffic Study, Dust & Dirt Analysis, Noise Study, Project Report, May Also Include Annual Reports Not Otherwise Addressed in the RRS</i>
ENG025	Construction Specialty: Electrical Test Report, Instrumentation Testing, Materials Testing Report, Mechanical Testing, Other Test Report, Soil Testing, Structural Testing, Survey Report, Commissioning Procedure, Construction Photos and Videos	LF			SOS C-19, SOS C-25, SOS C-26, SOS C-27
ENG027	Facility Reports: OC San Master Plan (Generated by Eng. Dept.), Strategic or Facility-Wide Planning Study Report (Seismic, Climate, Capacity, etc.), Asset Management Program Plan/Report	LO			40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-45 <i>CU = date of record</i>
ENG030	Facility Permits: Air Quality Management District (AQMD), Permit to Operate, California Coastal Commission/Coastal Development, Building Permit, Fire Department Permit, Army Corps of Engineers, CEQA Permits, Encroachment/Right of Way, Permit for Construction, Regional Water Quality Control Board (RWQCB), City/County Permits, CalTrans Permits, EPA, California Dept. of Fish & Game, Orange County Flood Control District (OCFCD) Permit for Construction, Railway for Construction	LO			SOS C-45



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Engineering

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ENG033	CEQA Related Documentation Pertaining to Meeting Agendas and Meeting Minutes	LO			GC §60201(d)(3)
ENG035	ENGINEERING CONTRACT SUPPORT DOCUMENTATION: Professional Service Agreement: Solicitation (Scope of Work, Sole Source) & Contract Administration (Amendment and Reallocation, Consultant Invoice) Professional Design Service Agreement: Solicitation (Scope of Work, Sole Source) & Contract Administration (Amendment and Reallocation, Consultant Invoice) Professional Construction Service Agreement: Solicitation (Scope of Work, Sole Source) & Contract Administration (Amendment and Reallocation, Conformed Agreement Package) Construction Agreement: Solicitation (Sole Source) & Contract Administration (Certified Payroll, Change Order, Claims Documentation, Contractor Progress Payment) Task Order: Solicitation (Scope of Work, Sole Source) & Contract Administration (Amendment and Reallocation, Consultant Invoice) Bid Package: Published Packet - Specifications, Drawings, Bid Set Drawings	CL+10			CCP §337.15; GC §60201(d)(12) <i>Incorporates 2015 ENG002, 2015 ENG003, 2015 ENG006, 2015 ENG018</i> <i>CL = budget closure date in budget documentation or the date of the Director of Engineer's signature on the Close-Out Form</i>
ENG036	Cost & Schedule Documentation: Budget Documentation, Budget Table and Schedule Documentation, Construction Schedule Documentation	CL+10			CCP §337.15 <i>CL = budget closure date in budget documentation or the date of the Director of Engineer's signature on the Close-Out Form</i>
ENG037	CEQA Correspondence, Including Correspondence with Outside Cities/Agencies: Includes Written and Electronic Correspondence	CL+10			14 CCR §15062, 14 CCR §15075, 14 CCR §15094, 14 CCR §15095(c), 14 CCR §15112, 14 CCR §15208; GC §60201(d)(10); PRC §21167.6; SOS C-27 <i>Incorporates 2018 ENG002</i> <i>CL = date of correspondence</i>



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Engineering

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ENG038	Project-Related Permit-Related Back Up Documentation: Certification of Environmental Compliance, Contaminated Soil Manifest, Dewatering Data, Mitigation Measure Monitoring Reporting, Storm Water Compliance Reporting, OSHA Excavation Permits	CL+10			<i>CL = budget closure date in budget documentation or the date of the Director of Engineer's signature on the Close-Out Form</i>
ENG040	Project Close-Out Documentation	LO	V	EL	<i>These records are retained in the Primavera Database and/or SharePoint</i>



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Environmental Services

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
ESD001	Air Emissions Permitting Files (AQMD, CARB, Other): Final Permit, Testing Reports, Permit Applications, Correspondence	LO			CCP §338(k); SOS C-27
ESD002	Asset Specific Emission Records: Various Equipment and Operational Information, Including Logs Please see OMD014 & OMD016 for retention of some records within ESD002	OB+7			SOS C-27
ESD003	Biosolids Management Records: Biosolids Hauling, Use, EMS Activities	LO			40 CFR §122.21, 40 CFR §122.41(j)(2), 40 CFR §503.17; SOS C-47
ESD004	Environmental Audit Records: Conducted By OC San	LO			
ESD005	Environmental Audit Records: Conducted By Outside Parties	LO			SOS C-27
ESD008	Cleanup, Abatement, and Remediation of Underground Storage Tanks	LO			23 CCR 2772; SOS C-33
ESD009	Non-Hazardous Waste Waste Hauler Manifests	CU+3			SOS C-42 CU = calendar year



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Environmental Services

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ESD011	Interagency (Outside) Agreements and Documentation MOU	LO			GC §60201(d)(9)
ESD012	Laboratory Standard Operating Procedures	LO			SOS C-19
ESD013	Laboratory Records: Sample Preparation Records, Raw Data, Data Logs, Data Packets, QA/QC Reports, Final Processed Data, LIMS Reports, Lab Equipment Maintenance and Sterilization	CU+7			SOS C-46 <i>CU = calendar year</i>
ESD014	Non Permittee Files: Inspection Reports Data, Correspondence	CU+6			SOS C-19, SOS C-42 <i>CU = calendar year</i>
ESD015	OMP Field Datasheets: Field Data and Collection Documentation, Animal Counts, Fish Collection Observations	LO			40 CFR §141.33; SOS C-46
ESD016	NPDES Permitting Files: Final Permit, Permit Applications, Special Studies & Reports, Correspondence See Special Note in ESD020	LO		EL	40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-46
ESD017	Permittee Files: Discharge Permits and Urban Runoff	CU+6			40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-45 <i>CU = document date</i>



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Environmental Services

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ESD020	Compliance and Annual Reports: Discharge Monitoring Reports (DMR), Marine Monitoring Annual Report (MMAR), Biosolids Annual Report Special Note: The MMAR contains information from NPDES permits so should be used as a resource to ESD016	LO		P	40 CFR §122.41(j)
ESD022	Unprocessed Instrumentation Files & Lab Reports	LO	H, V		40 CFR §122.41(j)
ESD023	Chain of Custody - Laboratory	CU+7			40 CFR §122.21(j)(4)-(6), 40 CFR §122.41(j)(2), 40 CFR §403.12(o), 40 CFR §503.17(a)(3)(i), (a)(4); SOS C-22 CU = calendar year
ESD024	Compliance Program Documentation: Storm Water, SSO, Post Construction Mitigation, SSMP (WDR)	LO			40 CFR §122.41, 40 CFR Part 141, 40 CFR §141.33; SOS C-25, SOS C-27, SOS C-45



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Financial Management and Administrative Services

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
FAD001	Accounting Reports: Quarterly and Monthly Reports	CU+4			SOS A-1, SOS C-30 <i>CU = fiscal year</i>
FAD002	Accounts Payable Files: Vendor and Contractor Invoices, Bills, Statements, Any Non-Discharged Debt	CL+7			GC §60201(d)(7), GC §60201(d)(12); SOS C-29 <i>Freeze on all FAD002 records for the timeframe of 1/1/2010 through 12/31/2013. Freeze until 1/1/2048 for the purposes of fulfilling Build America Bonds IRS requirements. OC San issued Build America Bonds in 2010 (outstanding through 2044) for which we are receiving a federal subsidy to offset our interest costs. The IRS guidance found states that all issuers should have records retention policies that maintain bond documents & related records (including documents supporting the disposition of funds) for at least the life of the bonds plus three years (through 2047). CL refers to final payment</i>
FAD003	Accounts Receivable Files	CL+7	V		CCP §337 et seq.; GC §60201(d)(7), GC §60201(d)(12); SOS C-29 <i>CL refers to final payment</i>
FAD005	Audit Records: Financial Statements, Audit Management Letters, Comprehensive Annual Financial Report (CAFR)	LO	H		SOS C-30
FAD006	Bank Signature Cards	S+7			GC §60201(d)(12)



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Financial Management and Administrative Services

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FAD007	Banking Records: Deposit Receipts, Bank Statements, Checking Account Reconciliation, Cash Transfer Report (LAIF, Wire Transfers, and IntraBank Transfers), Adjustments - Returned Checks (NSF), ACH Returns, Positive Pay Exceptions	CU+6	V		SOS C-29, SOS C-30 <i>CU = calendar year</i>
FAD008	Bonds: Certificates of Participation, Transcripts, Disclosure Reports, Registers, Issue Records, Determination of Allocation	LO	V		CCP §336(a), CCP §337.5; GC §43900, GC §53921
FAD009	Budgets (Adopted)	LO	H, V during current FY		SOS -29
FAD010	Budgets vs. Actual: Supporting Documentation Summaries, Worksheets, Goals and Objectives, Milestones	CU+5			SOS C-29 <i>CU = fiscal year</i>
FAD011	Check Records: Cancelled Payroll Checks, Voided Copies For Automatic Deposits, Registers, Requests for Hand Checks & Interim Payroll Checks	CU+7			CCP §337; GC §60201(d)(12); SOS C-29 <i>CU = calendar year</i>
FAD012	Capital Facility Capacity Charges (CFCC)	LO	H	EL, P	CCP §337; SOS C-29 <i>Changed to LO as it is beneficial for OC San to maintain copies of permits for fee calculations in the future and historical reference for fees paid for parcels</i>
FAD013	Expense Reports	CU+7			CCP §337; GC §60201(d)(12); SOS A-1 <i>CU = fiscal year</i>



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USC	United States Code	CD	CD
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V	Vital		

Financial Management and Administrative Services

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
FAD014	Financial Statements	CU+10			40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-45 <i>CU = date of record</i>
FAD015	Financial System: ERP Database (JDE), Access Database, Utility Billing Data is interrelated across platforms <i>The Access Database & Utility Billing is iPACS and all of the information used for billing industrial dischargers. JDE also interfaces with Maximo for warehouse and maintenance.</i>	LO			SOS C-45
FAD016	Fixed Asset Records	LF	V		SOS C-29
FAD017	General Ledger	LO	V		SOS C-29
FAD018	Investment Records: Investment Policy, Custodian Bank Transaction Records, Asset Detail, Asset Summary, Yield, Statements, LAIF Withdrawals/Deposits, Portfolio Withdrawals/Deposits, Stock Certificates, Treasurer's Report, GASB 40 Report, GASB 72 Report	LO	V		CCP §337; GC §53607; SOS C-30
FAD019	Journal Entries	LO			CCP §337; SOS C-29
FAD021	OCERS Files: Copies of OCERS Payments, Statements	CL+7			29 CFR §516.6(a)(1); GC §60201(d)(12) <i>CL refers to final payment</i>



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FAD022	OCERS Retirement Report	LO			29 CFR §516.6(a)(1); GC §60201(d)(12) <i>Business value for LO retention</i>
FAD023	Payroll Records (Generated from Payroll Taxes): Timesheets; Payroll Registers and Reports; Unemployment Claims; Garnishments; Payment of Labor Costs Including Salaries, Wages, Compensation, and Deductions For Employees, Board Members, and Contractors (DE-6 & 941 Forms - Quarterly and Annual Payroll Tax Returns)	7	V		CCP §337; 26 CFR §1.6001-1, 29 CFR §516.5, 29 CFR §516.5(a)-(b), 29 CFR §516.6(a)(1); GC §60201(d)(12); SOS C-30; IRS Reg. §31.6001-1(e)(2); R&TC §19530 <i>7 years is triggered from date of payment</i>
FAD024	Petty Cash Records	CU+7			26 CFR §1.6001-1; CCP §337; GC §60201(d)(12); SOS A-1 <i>CU = fiscal year</i>
FAD025	Rate Studies	CU+10			SOS C-42 <i>Business value for longer retention</i> <i>CU = fiscal year</i>
FAD026	Rebates and Refunds: Sewer Service Fees	CU+7			26 CFR §1.6001-1 <i>CU = calendar year</i>
FAD027	State Controller's Reports	LO			SOS C-30



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Financial Management and Administrative Services

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FAD028	Tax Records - Employees & Retirees: 1099-R, Annual Information Returns for Employees and Retirees	CU+7			26 CFR §31.600-1(d), 26 CFR §31.605-1, 29 CFR §516.5 - 516.6; GC §60201(d)(12); SOS C-30, SOS C-29; USC §436; IRS Reg. §31.6001-1(e)(2); R&TC §19530 <i>CU = calendar year</i>
FAD029	Tax Records (Generated From Accounts Payable & Vendor Files): Vendor	CU+7			SOS C-29 <i>CU = calendar year</i>
FAD030	Trial Balance Records	CU+7			SOS C-29 <i>CU = fiscal year</i>
FAD032	Redevelopment Agency (RDA) Records: Records Regarding Member Agency RDA Required Payment to OC San	LO			SOS C-29
FAD033	Claims (Excluding Workers Comp Claims): Claims Against OC San/OC San Employees (Wrongdoing by OC San/OC San Employees, Project Related Injury), Employment Claims (Wrongful Termination, Harassment, Discrimination), Loss Run Reports	CL+2			GC §60201(d)(4) <i>Incorporates 2018 BSD022 & 2018 RMS031</i>
FAD034	OC San Insurance Policies: Records Related to Owner Controlled Insurance Programs and Insurance Policies Purchased by OC San, Including Policies and Amendments	LO			SOS C-24



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Financial Management and Administrative Services

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
FAD035	W-2's - Employees & Retirees	LO			26 CFR 31.6001.1-1; 29 CFR 516.5-6; SOS C-30; 29 USC 436



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General Manager's Office

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
GMO001	Annual OC San Reports: OC San Strategic Plan	LO	H		SOS C-26 <i>Business value in longer retention</i>
GMO007	GM Monthly Reports LO in BSD002 as part of Board agenda packet distribution/retention	CU+2			SOS C-19 <i>CU = calendar year</i>
GMO009	Executive Management Team (EMT) Meeting Files: Agenda, Agenda Report, Handouts	CU+2			SOS A-2 <i>CU = calendar year</i>
GMO016	Travel Records	CU+7			SOS C-19 <i>CU = calendar year</i>



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Human Resources

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HRD001	Classification & Compensation: Class & Comp Studies, Class Specifications, Salary Surveys, Salary Schedules, Pay Types, Reclass Requests, Desk Audits	LO			29 CFR §1627.3; GC §60201(d)(12), GC §12946; SOS C-21
HRD002	Temporary Employees: Hiring Documents, Tracking Spreadsheet, Request Forms	CL+7			CCP §336(a); 29 CFR §1627.3; SOS C-21
HRD003	Deferred Compensation Records: Participation Agreements	LO			26 CFR §16001-1, 29 CFR §1627.3; SOS C-30
HRD004	District Benefit Contracts: Health, Dental, Vision, Other Benefit Contracts	LO	V		28 CCR §1300.85.1; 29 CFR §1627.3(b)(2); 29 USC §1027
HRD005	General EEO-4 Reports and Files: Documents Required to Generate EEO-4 Report	CL+3			29 CFR §1602.30, 29 CFR §1602.31, 29 CFR §1602.32
HRD006	Employee & Labor Relations Files: Memorandums of Understanding (MOU), Arbitration, Grievances, Union Requests, Employee Rights, Appeals, Investigations, Performance Improvement Plans (PIP), Disciplinary Actions and Complaints, Sexual Harassment, Civil Rights	LO			29 CFR §516.5, 29 CFR §1602.31, 29 CFR §1627.3(b)(1)(ii); GC §12946



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Human Resources

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HRD007	Employee Benefit Plans and Programs: Health Insurance, Supplemental Life Insurance, Beneficiary Designations, Records, Repayment Agreements, Eligibility Changes, Development Pay, Rideshare	T+7 Retirees:- Death+7	V		29 CFR §1602.30, 29 CFR §1602.32, 29 CFR §1627.3(b)(2); GC §12946, GC §60201(d)(12); LC §1197.5 <i>HRD007 applies to all employees/former employees</i>
HRD009	Human Resources/ERP Database: Electronic Records Management - JDE, Cornerstone, Workterra (Data Shared Across These Systems/Feed Into Each Other)	LO			
HRD010	Employee I-9 Forms & EEOC Data Collection Forms	T+3			8 USC §1324a(b)(3)(B); SOS C-20
HRD011	Medical Files: Fitness for Duty, Leaves of Absence, Interactive Process, Workers Comp Medical Files are excluded from Personnel Files which are retained in HRD013 <i>Workers Comp records are retained in HRD024</i>	T+30 Retirees:- Death+30			8 CCR §3204(d)(1); 29 CFR 1910.1020; GC-§12946 <i>HRD011 applies to all employees/former employees</i>
HRD012	Organization Charts	S+2			SOS C-19
HRD013	Personnel Files: Includes Application, Awards, Disciplinary Actions, Certifications, Commendations, Employment Verifications, (pre-2011) Evaluations, Licenses, Status Change Forms, Policy Acknowledgements, Waiver of Responsibility for Voluntary Activities, Training Records, Pay Docs, Emergency Contacts, Change of Address, Outside Employment, Development Pay Forms, Computer Loan Forms, Tuition Reimbursement Info, Specific Rideshare Info, Loyalty Oath, Resignation Excludes Medical Records which are retained in HRD011	T+7	V until separation		8 CCR §3204(d)(1); 29 CFR §1602.31, 29 CFR §1627.3; GC §§12946



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Human Resources

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HRD014	Recruitment Records: Includes Applications, Resumes, Certifications, and Other Recruitment Related Documents; Advertisements; Job Brochures; Test Data; Rating Sheets; Questions; Eligibility Lists; Electronic/NEOGOV Records	CL+4			29 CFR §1602 et seq., 29 CFR §1607.29, 29 CFR §1627.3; GC §6250 et seq., GC §12946 <i>CL = job advertisement close date date-of-hire-for-selected-candidate, or date-of-first-hired-candidate-if there is more than one hire from a single recruitment, or, for unfilled positions, end-of-current-fiscal-year</i>
HRD015	Training Program Records: Class Attendance Sheets, Schedules, Classes Offered, Curriculum or Syllabus, Training Materials Development (Data Shared Across These Systems/Feed Into Each Other)	T+7			40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-45 <i>CU = date of record</i>
HRD016	Background Checks: Candidate Background Checks	T+7			SOS C-21
HRD017	Human Resources Programs: Rideshare, Tuition Reimbursement, Computer Loan, Development Pay Program Details, E-forms, Payment Schedules/Tracking Spreadsheets General Program Information Only; Employee Specific Information is Retained in Personnel Files (HRD013)	CL+3		EL	SOS C-20
HRD018	District Benefit Plans: Benefits Summary Plan Descriptions (Health, Dental, Vision, Other)	EX+5			SOS C-21
HRD019	OC San U (Formerly Known as BLAST & OCSD U) Development Records: Research Material, Timeline	LO	H	EL	SOS C-28



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HRD020	OC San U (Formerly Known as BLAST & OCSD U) Procedures	S+2		EL	SOS C-23
HRD021	OC San U (Formerly Known as BLAST & OCSD U) Professional Development Articles From External Sources	NN		EL	
HRD022	OC San U (Formerly Known as BLAST & OCSD U) Program Files: Minutes, Marketing Material, Program/Training Evaluations, Quarterly Reports	S+2		EL	SOS C-19
HRD023	OC San U (Formerly Known as BLAST & OCSD U) Working Documents: Member Rosters - Active & Inactive	S		EL	
HRD024	Workers Compensation Files, Including Claims & Loss Run Reports	LO -CL+5		EL	8-CCR §14300.4 ; 8 CCR §15400.2; 29 CFR 1910.20; LC §140-139.6 ; SOS C-24 <i>Incorporates 2018 BSD022 & 2018 RMS011</i>



Orange County Sanitation District Records Retention Schedule

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Information Technology

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
ITD001	Access Authorization Forms: Email Access Requests, Internet Access Requests, Mobile Devices Access	T+3			
ITD003	System and Software Documentation: Network Design, Instruction, Licenses, License Codes, Agreements, Systems List, Permission to Directories, SharePoint Lists, Hardware and Software Documentation, Source Code, IT Manuals	S+2	V		SOS C-22 <i>Incorporates 2015 ITD009, 2015 ITD010, 2015 ITD011, 2015 ITD012</i>
ITD004	GIS (Geographic Information System) Database: Layers Data is interrelated across platforms	S			SOS C-22
ITD005	Information/Activity Logs: Internet, Phone, Badge, Visitors	CU+2			SOS C-22 <i>CU = current date</i>
ITD006	IT Help Desk System: Service Tickets, Change Requests and Releases	CL+3			SOS C-22
ITD007	Network Diagrams/System Configurations/Maps/Plans	S			SOS C-22
ITD008	IT Asset Inventory Database: IT Assets, Printers, Hardware, SCCM, Server Lists, Asset Explorer	S+2			SOS C-22



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Information Technology

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
ITD013	System Log (Database): Transaction Logs, Error Logs	S+2			SOS C-22
ITD015	Video Surveillance Files and System Security Database	CU+1			GC §53160, GC §53161 <i>Recordings of routine video surveillance must be retained for at least one (1) year. Recordings of telephone and radio communications must be retained for at least 100 days. In the event that the recordings are evidence in any claim filed or any pending litigation, they shall be preserved until pending litigation is resolved. Notwithstanding the foregoing, if written minutes or an audio recording of the video surveillance is taken, the video surveillance can be destroyed after 90 days. The written minutes and audio recording can be destroyed after two (2) years.</i> Incorporates 2015 ITD014, 2015 ITD017 CU = one year from current date
ITD016	Two-Way Radio Licensing and Information: Walkie Talkies (Industry Term is HT or Handy Talkies), Vehicle Mounted Two-Way Radios, Base Station Radios in Plant No. 1 Control Center & Plant No. 2 Operations Center, and Radio Repeaters Records of Services (Kept in Request to Purchase IT List), FCC License	EX+2			47 CFR §951701 et seq.
ITD018	Virtual Computer Files: Replication for Disaster Recovery Purposes	NN			SOS C-22



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Information Technology

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ITD023	DigSmart/DigAlert Database/Tickets (Formerly Known as USA Tickets)	CU+3			GC §4216.2(f) <i>Business value in retention</i> <i>Was 2015 ENG021</i> <i>CU = current date</i>
ITD024	Tunnel Cross-Section, Vault Detail, Piping & Instrumentation Diagrams (P&IDs), Single Line Diagrams (SLDs), Instrument Loop Diagrams (ILDs)	S	V	EL, P	SOS C-26, SOS C-44 <i>Tunnel Cross-Section & Vault Detail records are stored in Facility Records (Engineering) and managed by IT</i> <i>Incorporates 2018 ENG021, 2015 ENG008</i>
ITD025	Routine Recordings of Telephone Communications, Including Voicemail Recordings	CU+100 Days			40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-45 <i>CU = date of record</i>



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Operations & Maintenance

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
OMD001	Chemical Inventory Records (OPERATIONS): Delivery, Transfer, Usage, Manifest Worksheet, Inventory Logs	CU+3			49 CFR §172.201; SOS C-33 <i>CU = calendar year</i>
OMD002	Complaint Files and Problem Reports (OPERATIONS): Related to Organization's Operations - Odor, Noise, Call Center Complaints	CU+2		EL	SOS C-42 <i>Incorporates 2018 ESD005</i> <i>CU = calendar year</i>
OMD004	Flow Records (OPERATIONS)	LO			40 CFR §122.41(j)(2)
OMD005	Logs (OPERATIONS): Control Center Plant Operations	CU+30			40 CFR §122.41(j)(2) <i>CU = calendar year</i>
OMD006	Logs (OPERATIONS): Operations Monthly Logs, Inspector Diaries, Control Center Visitor Logs	CU+3			40 CFR §122.41(j)(2) <i>CU = calendar year</i>
OMD007	Monthly Reports: Operating and Status Reports, Key Performance Indicator Reports (Generated by 810)	CU+2		EL	SOS C-19 <i>CU = calendar year</i>
OMD008	O&M Policies & Procedures: Guidelines, Checklists, Standard Operating Procedures	S+5		EL	SOS C-19



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Operations & Maintenance

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
OMD009	Operating Journals (OPERATIONS): Alarm Summary (EL), Operations Round Sheets (EL, P), Midnight Readings (EL)	CU+2		EL, P	40 CFR §122.41(j)(2) <i>CU = calendar year</i>
OMD010	Operating Records (OPERATIONS): Activated Sludge (AS) Plant Reports (EL, P), Operator Schedules (P), Biosolids Hauling Tickets (P), Grit & Screening Tickets (P)	CU+5		EL, P	40 CFR §122.41(j)(2) <i>CU = calendar year</i>
OMD011	Process Data (OPERATIONS): Monthly Summary of Operations (MSOs) [EL], Treatment Plant Operational Data (TPODs) [EL]	LO		EL	40 CFR §122.41(j)(2)
OMD014	AQMD: 1-Cengen Emissions Reports, 2-AQMD Round Sheets, 3-Flare Reports Some of these records are key records to be retained for ESD002, please forward to ES if storage becomes burdensome	OB+7		P	CCP §338(k); SOS C-27 <i>Cengen Emissions Reports are used as part of Title V permitting, which is addressed in ESD002. OMD014 needs to match ESD002 for retention as these provide adherence to existing AQMD permit conditions.</i>
OMD015	Facility Maintenance & Repair (MAINTENANCE): LOTO Audits, Underground Storage Tank Permits, Assessment & Testing Results - Data, Corrective & Preventative Maintenance Records (Job Plans, Work Orders)	LF+2		EL, P	SOS C-42
OMD016	Generator Operation Logs (OPERATIONS): Fixed or Stationary Some of these records are key records to be retained for ESD002, please forward to ES if storage becomes burdensome	OB+7		P	GC §34090 <i>Logs are used as part of AQMD Title V permitting, which is addressed in ESD002. OMD016 needs to match ESD002 for retention.</i>
OMD017	Pressure Vehicle CNG Tank Inspection Certification (FLEET)	LF+2		EL, P	40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-45 <i>CU = date of record</i>



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Operations & Maintenance

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OMD018	Vehicle Smog Check Inspection Report (FLEET)	LF+2		EL, P	SOS A-1 <i>DMV & State requirement</i>
OMD019	CHP Commercial Inspection: Bit Inspection (CHP Commercial Vehicle Inspection), CHP Safety Maintenance Inspection	LF+2		P	49 CFR §396.11(c)(2) <i>CHP, DMV & State requirement</i>
OMD020	Certifications: Mobile Crane, Vehicles, Equipment Calibration Certification	LF+2		EL, P	SOS C-47 <i>DMV & State requirement</i>
OMD022	Collection System Process Data (COLLECTIONS): Pump Station, Control System Historical Data	LO			SOS C-45
OMD023	Inspection Reports & Photos (COLLECTIONS): Manhole	CU+10			SOS C-45 <i>CU = calendar year</i>
OMD024	Sewer Line Maintenance Files (COLLECTIONS)	CU+10			40 CFR Sec. 122.41(j)(2); 40 CFR Sec. 403.12(o); SOS C-45 <i>CU = calendar year</i>
OMD026	Vehicle Records (FLEET): Equipment Files, Maintenance, Registrations, Vehicle Titles ("Pink Slips"), Vehicle Citations Vehicle Titles/Pink Slips are transferred to new owner upon sale of vehicle; all other records are retained until Disposal of Vehicle or Equipment + 2 years	LF+2	V		CCP §337; 8 CCR § 3203(b)(1); 49 CFR §396.21(b)(1), 49 CFR §396.3©



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Public Affairs

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PAO001	Education Curriculum: Sewer Science, Water Festival, Other	S+2			SOS C-24
PAO002	Outreach/Event File: Tour Documentation, RSVP's, Sign-in Sheets, Other Related Information	S+5			SOS C-24
PAO003	Marketing Material: Flyers, General Brochure, Marketing Brochures, Newsletters, Email Blasts, Marketing Related Presentations/PowerPoints	S+7			SOS C-19
PAO006	Press/Media Releases	LO	H		SOS C-40 <i>SOS allows S+2; however, based on business needs, preferred retention is LO</i>
PAO007	Publication Proofs (Ad in Adjudicated/Circulated Newspaper) (Non-Board and/or CPM Related): General Marketing	S+2			SOS C-24
PAO008	Website Content Archiving PageFreezer provides services; Board Services manages	S+2			SOS C-22
PAO009	Employee Events: Agency Awards, Recognitions, Announcements	LO	H		<i>Legal advice is S+2; however, based on business needs, preferred retention is LO</i>



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PAO010	Legislative Files: Letters of Support, Opposition	LO			SOS C-28 <i>Legal advice is S+2; however, based on business needs, preferred retention is LO</i>
PAO011	Social Media Archiving: Facebook, Twitter, YouTube, Instagram PageFreezer provides services; Board Services manages	S+2			SOS C-22
PAO012	Annual Reports: OC San Annual Report, Public Affairs Strategic Plan, Legislative Plan All items taken to the Board for approval (annually, every two years)	LO	H		SOS C-19



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LC	Labor Code (CA)	OB	Obsolete
PC	Penal Code (CA)	S	Superseded
PRC	Public Resources Code	T	Terminated
OMB	Office of Management & Budget		
R&TC	Revenue & Taxation Code		
SOS	Secretary of State	Media Types	
USC	United States Code	CD	CD
Special Storage Consideration		EL	Electronic
		FD	Floppy Disk
		P	Paper
		TA	Tapes
C	Confidential		
H	Historical		
V	Vital		

Risk Management and Safety

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
RMS002	DOT Random Drug & Alcohol Test Records	CU+5	C		49 CFR §199.117; GC §12946 <i>CU = calendar year</i>
RMS003	Emergency Exercises: Planning Documents, Meeting Minutes, After Action Reports	CU+2			29 CFR §1910.119(g), 29 CFR §1910.120(q); SOS C-41 <i>CU = calendar year</i>
RMS004	Emergency Response: Response & Disaster Recovery Files, Emergency Operations Center Activation Notifications & Records	LO			29 CFR §1910.119(g), 29 CFR §1910.120(q) <i>Incorporates 2015 RMS005</i>
RMS006	Industrial Hygiene & Safety: Hazard Assessments, Inspections, Site Characterization Reports, Exposure Monitoring Reports, Noise Assessments, Surveys, Audits, Indoor Air Quality, Mold, Asbestos/Lead Surveys, Abatement Reports	LO			CCR §1529(n)6, 8 CCR §3204(d)(1)(B); 29 CFR §1910.1020 <i>Incorporating 2018 RMS030 into RMS006 as Retention Length requested to change from T+30 to LO based on business needs. Incorporating 2015 RMS015 & 2018 RMS030.</i>
RMS007	Occupational Medical Files: Medical Evaluations, Audiometric Test Reports, Pulmonary Function Tests, Respiratory Medical Clearance	T+30	C		8 CCR §3204; 29 CFR §1910
RMS008	OSHA Compliance Records: Citations, Appeals Related, Correspondence OSHA 300 & 301 Logs retained in RMS012	LO			29 CFR §1904.4; OMB 1220-0029; SOS A-2



Orange County Sanitation District Records Retention Schedule

General Retention Schedule Information

- This Records Retention Schedule (RRS) pertains to any and all Official Records of OC San regardless of Media Type and is adopted in compliance with GC §60201 and additional specific citations as noted.
- Public Records Act requests, litigation, audits, claims, and investigations may suspend the stated retention periods and notification of such will be made. As stated in OC San's Records Retention Policy, authorization and proper destruction methods are required prior to destroying all Official Records, regardless of Media Type. When original records have reached their retention length, all copies and duplicates must be destroyed, along with the original, regardless of Media Type.
- Copies/duplicate records shall be determined as "duplicate" or "copy" in conjunction with Records Management. Upon determination by Record Management that a record is a duplicate or copy, OC San may destroy the duplicate record if the original or a permanent photographic record exists in OC San's files (GC §60200).
- Notes, preliminary drafts, and transitory records are not considered Official Records and may be destroyed without complying with OC San's RRS (SOS 2-1030). Such records may be destroyed when no longer needed for OC San business and do not require authorization for destruction.
- Official Records cannot be discarded in trash bins. They must be submitted to Records Management for secure destruction.

Citation Codes		Retention Codes	
CCP	Code of Civil Procedure (CA)	CL	Closed or Completed
CCR	California Code of Regulations	CU	Current Year (Defined Where Used)
CFR	Code of Federal Regulations	EX	Expired or Expiration
GC	Government Code (California)	LF	Life of Facility, Equip. or Software
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Risk Management and Safety

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
RMS010	Safety Committee: Action Items, Agendas, Meeting Minutes, Annual Reports, Presentations	CU+4			8 CCR §3203 Retention aligns with Voluntary Protection Program (VPP) CU = document date
RMS012	OSHA Logs: 300 & 301 Logs	CU+7			8 CCR §14300.33(a); 29 CFR §1904.33, 29 CFR §1904.44; LC §6429c CU = calendar year
RMS014	Accident & Incident Records	CL+7			CCP §338; CFR §1904.6; SOS C-24
RMS016	Hazardous Materials Records: Business Plans, Hazardous Materials Inventory, Disclosures	CU+5			40 CFR §122.21(p), 40 CFR §122.41 CU = document date
RMS017	Calibration Gas Detectors Annual Recertification	CU+5		P	8 CCR §14300.33(a); 29 CFR §1904.33, 29 CFR §1904.44; LC §6429c CU = calendar year
RMS018	Confined Space Records & Entries	CU+4			8 CCR §5157(e)(6); 29 CFR 1910.146(e)(6), 40 CFR §122.41(j)(2); GC §53161; SOS C-42 Retention aligns with VPP Incorporates 2018 OMD003 CU = document date
RMS019	Hazardous Waste Records: Manifests, Disposals, Recyclable Non Hazardous Waste Material, Batteries, etc.	LO			22 CCR §66262.40(a), 22 CCR §66264.71(b)(6), 8 CCR §3204(d)(1), 26 CCR §22-64470(a); 40 CFR §122.41(j)(2), 40 CFR §141.33(b); GC §12946; SOS C-33, SOS C-47



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Risk Management and Safety

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RMS020	HazMat Permits, Environmental Health Permits: Bulk Chemicals, Fire, Battery Storage	LO			40 CFR §122.41(j)(2), 40 CFR §403.12(o); SOS C-45 <i>CU = date of record</i>
RMS021	Safety Data Sheets (SDS)	LO			8 CCR §5194; 29 CFR §1910
RMS022	Respiratory Protection: Fit Test Records, Written Program	S			8 CCR §5144(m) <i>Medical Evaluations retained in RMS007</i>
RMS024	Training Records - Safety: Rosters, Syllabus, Schedule, Curriculum Material Only	CU+7			SOS C-21 <i>CU = document date</i>
RMS025	Training Database	LO			
RMS026	Radiation License & Disposal Records	LO			17 CCR §30293
RMS027	Contractor Safety Orientation, Job Site Safety Analysis (JSSA), Job Hazard Analysis (JHA), Hot Work Permits	CU+4			29 CFR §1904.6, 29 CFR §1910.132, 29 CFR §1910.252; OMB 1218-0176 Retention aligns with VPP <i>CU = document date</i> <i>JSSA renamed Contractor Safety Orientation in 2020</i>



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Risk Management and Safety

Retention Number	Record Series / Record Type	Retention Length (Years Unless Specified)	Special Storage Consideration	Media Type	Retention Citations / Comments
RMS028	PPE Assessments	S			29 CFR §1910.132
RMS029	Lock Out Tag Out Audits (LOTO)	4			29 CFR §1910.147(c)(6), 29 CFR §1910.147(c)(7), 29 CFR §1910.147(f)(2) Retention aligns with VPP
RMS032	Vehicle Inspection & Equipment Checks Files: Daily Safety Checks, Pre-Starts, Commercial Vehicle Pre-Starts and Forklift Inspections, Pre-Trip Inspections, CHP Inspections, Daily Vehicle Inspections, Daily Equipment Checks	CU+4			49 CFR §396.11(c)(2), 49 CFR §396.21(b)(1) <i>CU = document date</i>
RMS033	Continuity of Operations Plan (COOP)	S	V	EL, P	GC §60102(d)(10)
RMS034	Vehicle Entry Logs (Security)	CU+2			SOS C-22 <i>CU = current date</i> <i>Excludes entry for Board/Committee meetings and issued parking passes. Information entered in logs includes date, host name, purpose of visit, and vehicle information. Referred to if there is a security related incident.</i>



ADMINISTRATION COMMITTEE

Agenda Report

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

File #: 2024-3576

Agenda Date: 4/24/2024

Agenda Item No: 12.

FROM: Robert Thompson, General Manager
Originator: Laura Maravilla, Director of Human Resources

SUBJECT:

SERVICE CONTRACT FOR SECURITY SERVICES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Approve a General Services Contract for Universal Protection Service LP DBA Allied Universal Security Services (Allied Universal) to provide Security Services, Specification No. S-2023-1429BD, for a total annual amount not to exceed \$2,246,973 for the period beginning June 1, 2024, through May 31, 2025, with four one-year renewal options; and
- B. Approve an annual contingency of \$224,697 (10%) for the contract period and all remaining renewal periods.

BACKGROUND

The Orange County Sanitation District (OC San) utilizes a third-party firm to provide Security Services at both treatment plants, the Headquarters Building, the Mount Langley property, and the outlying pump stations. These services are intended to minimize risk and to protect people, critical infrastructure, and operations against threats of injury and loss or damage by criminal, hostile, or malicious acts.

In October 2019, the Board of Directors approved a one-year contract with Allied Universal for Security Services, with four one-year renewal options. The contract was renewed four times, with the final renewal period set to expire on November 30, 2024. In October 2023, staff initiated the RFP process seeking qualified security firms in anticipation of the expiration of the current contract and expansion of Security Services required for the Headquarters Building.

RELEVANT STANDARDS

- Protect OC San assets
- Commitment to safety & reducing risk in all operations
- Provide a safe and collegial workplace

PROBLEM

OC San requires comprehensive physical Security Services to protect its critical infrastructure to ensure the continuous operation and delivery of services to protect public health and the environment. The current contract with Allied Universal expires on November 30, 2024, and there are no additional renewal options.

PROPOSED SOLUTION

Approve a service contract with Allied Universal.

TIMING CONCERNS

The RFP process was initiated in October 2023 and completed in February 2024, resulting in Allied Universal being identified for consideration by the Board of Directors. Proposals are valid for 180 calendar days from the proposal due date of November 28, 2023.

RAMIFICATIONS OF NOT TAKING ACTION

Without approval of the service contract, Security Services will no longer be available after November 30, 2024, thereby posing a security risk to OC San's critical infrastructure.

PRIOR COMMITTEE/BOARD ACTIONS

October 2019 - Board approved a Service Contract for Allied Universal to provide security services, Specification No. S-2019-1079BD, for a total annual amount not to exceed \$1,588,195 for a one-year period beginning December 1, 2019 through November 30, 2020, with up to four (4) one-year renewals, and approved an annual contingency of \$158,819 (10%).

ADDITIONAL INFORMATION

A RFP was issued on October 26, 2023 via PlanetBids. Proposals were due on November 28, 2023. OC San received 13 proposals valid for 180 calendar days from the bid opening date. Two proposals were deemed non-responsive due to high accident frequency rates.

Prior to receipt of proposals, an Evaluation Team was formed consisting of the Safety and Health Manager, Director of Human Resources, and Security and Emergency Planning Specialist. The Team was chaired by a Purchasing representative as a non-voting member. On December 11, 2023, the Team met to discuss the policies and procedures for the evaluation process.

Individual scoring was the chosen method of evaluation for this procurement. Members of the Team performed an independent review of the proposals and later met as a group with the assigned Purchasing representative to discuss their preliminary scores and discuss any questions/concerns they had. Proposals were evaluated based on the following criteria:

CRITERION	WEIGHT
1. Staffing & Project Organization	20%
2. Qualifications of Firm	20%
3. Work Plan	40%
4. Cost	20%

The Team first reviewed and scored the proposals based upon the criteria listed above, other than cost.

Rank	Proposer	Criterion 1 (Max 20%)	Criterion 2 (Max 20%)	Criterion 3 (Max 40%)	Subtotal Score (Max 80%)
1	Inter-Con Security	19%	19%	36%	74%
2	Allied Universal	17%	18%	36%	71%
3	Securitas Security Services	18%	18%	32%	68%
4	American Global Security	17%	17%	34%	68%
5	Safe Rock	8%	7%	26%	41%
6	Citiguard	9%	11%	19%	39%
7	Lyons Security	11%	11%	17%	39%
8	Alltech	11%	12%	15%	38%
9	Trugard	8%	6%	12%	26%
10	Power Security	8%	8%	9%	25%
11	AECS Eagle Guard	5%	5%	12%	22%

The four highest ranking firms, Inter-Con Security, Allied Universal, Securitas Security Services, and American Global Security were selected for interviews. The interviews were conducted on January 9 and January 10, 2024. Following the interviews, the Team adjusted their scores based on the clarification received during the interview process.

Rank	Proposer	Criterion 1 (Max 20%)	Criterion 2 (Max 20%)	Criterion 3 (Max 40%)	Subtotal Score (Max 80%)
1	Allied Universal	18%	19%	36%	73%
2	Inter-Con Security	17%	18%	36%	71%
3	Securitas Security Services	18%	19%	34%	71%
4	American Global Security	12%	12%	33%	57%

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

Rank	Proposer	Subtotal Score without cost (Max 80%)	Cost (Max 20%)	Total Weighted Score (Max 100%)
1	Allied Universal	73%	20%	93%
2	Inter-Con Security	71%	19%	90%
3	Securitas Security Services	71%	17%	88%

Allied Universal and Inter-Con Security were selected to submit a Best and Final Offer (BAFO). Securitas Security Services was not invited because their original cost proposal was too high.

Rank	Proposer	ORIGINAL COST	BAFO
1	Allied Universal	\$2,261,666.90	\$2,246,972.50
2	Inter-Con Security	\$2,397,028.94	\$2,397,028.94
3	Securitas Security Services	\$2,651,292.00	N/A

Based on these results, staff recommends approving the General Services Contract to Allied Universal. The term of this contract will begin June 1, 2024, through May 31, 2025, with four optional one-year renewals.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with the authority levels of OC San's Purchasing Ordinance. This item has been budgeted (Fiscal Year 2023-2024, Section 6, Page 20, Professional & Contractual Services) and the budget is sufficient for the recommended action.

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
04/24/2024	\$2,246,973	\$224,697 (10%)

ATTACHMENT

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

- General Services Contract

GENERAL SERVICES CONTRACT
Security Services
Specification No. S-2023-1429BD

This GENERAL SERVICES CONTRACT (hereinafter referred to as "Contract"), is made and entered into as of the date fully executed below, by and between Orange County Sanitation District (hereinafter referred to as "OC San") and Universal Protection Service LP DBA Allied Universal Security Services (hereinafter referred to as "Contractor"), and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, OC San desires to retain the services of Contractor for security services ("Services") as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor is qualified to perform the Services by virtue of experience, training, education, and expertise; and

WHEREAS, OC San desires to engage Contractor to provide the Services; and

WHEREAS, OC San selected Contractor to provide the Services in accordance with OC San's current Purchasing Ordinance; and

WHEREAS, on April 24, 2024, OC San's Board of Directors, by minute order, authorized execution of this Contract.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and benefits specified below, the Parties agree as follows:

1. General.

- 1.1 This Contract and all exhibits hereto are made by OC San and the Contractor.
- 1.2 The following exhibits, in order of precedence, are incorporated by reference and made part of this Contract.
 - Exhibit "A" – Scope of Work
 - Exhibit "B" – Proposal and BAFO
 - Exhibit "C" – Determined Insurance Requirement Form
 - Exhibit "D" – Contractor Safety Standards
 - Exhibit "E" – Human Resources Policies
 - Exhibit "F" – Not Used
 - Exhibit "G" – Not Used
- 1.3 In the event of any conflict or inconsistency between the provisions of this Contract and any of the provisions of the exhibits hereto, the provisions in the Contract shall control and thereafter the provisions in the document highest in precedence shall be controlling.
- 1.4 Except as expressly provided otherwise, OC San accepts no liability for any expenses, losses, or actions incurred or undertaken by Contractor as a result of work performed in anticipation of acquisition of the Services by OC San.

- 1.5 Work Hours: Shall be as specified in Exhibit "A."
- 1.6 Days: Shall mean calendar days, unless otherwise noted.
- 1.7 OC San holidays (non-working days) are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 Work: Shall mean all work, labor, and materials necessary to provide the Services.
- 1.9 The provisions of this Contract may be amended or waived only by an amendment executed by authorized representatives of both Parties.
- 1.10 The various headings in this Contract are inserted for convenience only and shall not affect the meaning or interpretation of this Contract or any paragraph or provision hereof.

2. Scope of Work.

- 2.1 Contractor shall perform the Services identified in Exhibit "A" in accordance with generally accepted industry and professional standards.
- 2.2 Modifications to Scope of Work. OC San shall have the right to modify the Scope of Work at any time. All modifications must be made by an amendment signed by both Parties.
- 2.3 Familiarity with Work. By executing this Contract, Contractor warrants that: (a) it has investigated the work to be performed; and (b) it understands the facilities, difficulties, and restrictions of the work under this Contract. Should Contractor discover any latent or unknown condition 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 Contractor's risk, until written instructions are received from OC San.
- 2.4 Performance. Time is of the essence in the performance of the provisions hereof.

3. Contract Term.

- 3.1 The term of this Contract shall be for three hundred sixty-five (365) calendar days from the effective date of the Notice to Proceed.
- 3.2 Renewals. At its sole discretion, OC San may exercise the option to renew this Contract for up to four (4) one-year periods. This Contract may be renewed by an OC San Purchase Order. OC San shall have no obligation to renew the Contract nor to give a reason if it elects not to renew it.
- 3.3 Extensions. The term of this Contract may be extended only by an amendment signed by both Parties.

4. Compensation.

- 4.1 As compensation for the Services provided under this Contract, OC San shall pay Contractor a total amount not to exceed Two Million Two Hundred Forty-Six Thousand Nine Hundred Seventy-Two Dollars and Fifty Cents (\$2,246,972.50).
- 4.2 Contractor shall provide OC San with all required premiums and/or overtime work at no charge beyond the amount specified above.

- 4.3 For purposes of adjusting the maximum hourly rates agreed to by the Parties in Exhibit "B" for Contractor employees and any of its subcontractor employees performing services under this Contract, rates shall be adjusted annually based on the Consumer Price Index (CPI) of Los Angeles-Long Beach-Anaheim, California as of September of each year. This rate is from the United States Department of Labor Bureau of Labor Statistics. The annual salary figures used in calculating hourly rates shall not otherwise be adjusted, regardless of whether any Contractor employees may have received a salary increase from Contractor that exceeds that increase in CPI. The annual adjustments shall not exceed three percent (3%).

5. Payments and Invoicing.

- 5.1 OC San shall pay itemized invoices for work completed in accordance with Exhibit "A" thirty (30) days from receipt of the invoice and after approval by OC San's Project Manager or designee. OC San shall be the determining party, in its sole discretion, as to whether the Services have been satisfactorily completed.
- 5.2 Contractor shall submit its invoices to OC San Accounts Payable by electronic mail to APStaff@OCSan.gov. In the subject line include "INVOICE" and the Purchase Order Number.

6. California Department of Industrial Relations Registration and Record of Wages.

- 6.1 To the extent Contractor's employees and/or its subcontractors perform work related to this Contract for which Prevailing Wage Determinations have been issued by the California Department of Industrial Relations (DIR) as more specifically defined under Labor Code section 1720 et seq., prevailing wages are required to be paid for applicable work under this Contract. It is Contractor's responsibility to interpret and implement any prevailing wage requirements and Contractor agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
- 6.2 Contractor and its subcontractors shall comply with the registration requirements of Labor Code section 1725.5. Pursuant to Labor Code section 1771.4(a)(1), the work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR).
- 6.3 Pursuant to Labor Code section 1773.2, a copy of the prevailing rate of per diem wages is available upon request at OC San's principal office. The prevailing rate of per diem wages may also be found at the DIR website for prevailing wage determinations at <http://www.dir.ca.gov/DLSR/PWD>.
- 6.4 Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulations section 16461(e). Pursuant to Labor Code sections 1773.2 and 1771.4(a)(2), Contractor shall post a copy of the prevailing rate of per diem wages at the job site.
- 6.5 Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code section 1776. Contractor and its subcontractors shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). Pursuant to Labor Code section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OC San and/or the general public upon request, provided the public request is made through OC San, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement of

the Department of Industrial Relations. Pursuant to Labor Code section 1776(h), penalties for non-compliance with a request for payroll records may be deducted from progress payments.

- 6.5.1 As a condition to receiving payments, Contractor agrees to present to OC San, along with any request for payment, all applicable and necessary certified payrolls and other required documents for the period covering such payment request. Pursuant to Title 8, California Code of Regulations section 16463, OC San shall withhold any portion of a payment, up to and including the entire payment amount, until certified payroll forms and any other required documents are properly submitted. In the event certified payroll forms do not comply with the requirements of Labor Code section 1776, OC San may continue to withhold sufficient funds to cover estimated wages and penalties under the Contract.
- 6.6 The Contractor and its subcontractors shall comply with Labor Code section 1774 and section 1775. Pursuant to Labor Code section 1775, the Contractor and any of its subcontractors shall forfeit to OC San a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any work.
 - 6.6.1 In addition to the penalty and pursuant to Labor Code section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or its subcontractor.
- 6.7 Contractor and its subcontractors shall comply with Labor Code sections 1810 through 1815. Contractor and its subcontractors shall restrict working hours to eight (8) hours per day and forty (40) hours per week, except that work performed in excess of those limits shall be permitted upon compensation for all excess hours worked at not less than one and one-half (1.5) times the basic rate of pay, as provided in Labor Code section 1815. The Contractor shall forfeit, as a penalty to OC San, twenty-five dollars (\$25) per worker per calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Labor Code sections 1810 through 1815.
- 6.8 Contractor and its subcontractors shall comply with Labor Code sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices by Contractor or any subcontractor.
- 6.9 Contractor shall include, at a minimum, a copy of the following provisions in any contract it enters into with any subcontractor: Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860, and 1861.
- 6.10 Pursuant to Labor Code sections 1860 and 3700, the Contractor and its subcontractors will be required to secure the payment of compensation to employees. Pursuant to Labor Code section 1861, Contractor, by accepting this contract, certifies that:

“I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract.”

Contractor shall ensure that all its contracts with its subcontractors provide the provision above.

7. **Davis-Bacon Act.** Not Used.
8. **Damage to OC San’s Property.** Any of OC San’s property damaged by Contractor, any subcontractor, or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OC San.
9. **Freight (F.O.B. Destination).** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
10. **Audit Rights.** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its expiration or termination, OC San shall have access to and the right to examine any directly pertinent books, documents, and records of Contractor relating to the invoices submitted by Contractor pursuant to this Contract.
11. **Contractor Safety Standards and Human Resources Policies.** OC San requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as the Contractor Safety Standards while working at OC San locations. If, during the course of the Contract, it is discovered that the Contractor Safety Standards do not comply with Federal, State, or local regulations, the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OC San. Contractor, its subcontractors, and all of their employees shall adhere to the safety requirements in Exhibit “A,” all applicable Contractor Safety Standards in Exhibit “D,” and the Human Resources Policies in Exhibit “E.”
12. **Insurance.** Contractor and all its subcontractors shall purchase and maintain, throughout the term of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Exhibit “C” – Determined Insurance Requirement Form. Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OC San, nor shall Contractor allow any subcontractor to commence service pursuant to a subcontract until all insurance required of the subcontractor has been obtained. Failure to obtain and maintain the required insurance coverage shall result in termination of this Contract.
13. **Bonds.** Not Used.
14. **Indemnification and Hold Harmless Provision.** Contractor shall assume all responsibility for damages to property and/or injuries to persons, including accidental death, which may arise out of or may be caused by Contractor’s Services under this Contract, or by its subcontractor(s), or by anyone directly or indirectly employed by Contractor, and whether such damage or injury shall accrue or be discovered before or after the termination of the Contract. Except as to the active negligence of or willful misconduct of OC San, Contractor 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

Contractor's performance under the Contract, 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 Contract, and/or (c) on account of any goods and services provided under this Contract. This indemnification provision shall apply to any acts or omissions, willful misconduct, or negligent misconduct, whether active or passive, on the part of Contractor or anyone employed by or working under Contractor. To the maximum extent permitted by law, Contractor'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. Contractor 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 Contract.

15. **Independent Contractor.** The relationship between the Parties hereto is that of an independent contractor and nothing herein shall be deemed to make Contractor an OC San employee. During the performance of this Contract, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as OC San's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OC San's employees.
16. **Subcontracting and Assignment.** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OC San. Any such attempted delegation or assignment shall be void.
17. **Disclosure.** Contractor agrees not to disclose, to any third party, data or information generated from this Contract without the prior written consent from OC San.
18. **Non-Liability of OC San Officers and Employees.** No officer or employee of OC San shall be personally liable to Contractor, 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 Contractor or to its successor, or for breach of any obligation under the terms of this Contract.
19. **Third-Party Rights.** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OC San and Contractor.
20. **Applicable Laws and Regulations.** Contractor shall comply with all applicable Federal, State, and local laws, rules, and regulations. Contractor also agrees to indemnify and hold OC San harmless from any and all damages and liabilities assessed against OC San as a result of Contractor's noncompliance therewith. Any provision required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically included or referenced.
21. **Licenses, Permits, Ordinances, and Regulations.** Contractor represents and warrants to OC San that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to provide the Services. Any and all fees required by Federal, State, County, City, and/or municipal laws, codes, and/or tariffs that pertain to the work performed under this Contract will be paid by Contractor.
22. **Regulatory Requirements.** Contractor shall perform all work under this Contract in strict conformance with applicable Federal, State, and local regulatory requirements including, but

not limited to, 40 CFR 122, 123, 124, 257, 258, 260, 261, and 503, Title 22, 23, and Water Codes Division 2.

23. **Environmental Compliance.** Contractor shall, at its own cost and expense, comply with all Federal, State, and local environmental laws, regulations, and policies which apply to the Contractor, its subcontractors, and the Services, including, but not limited to, all applicable Federal, State, and local air pollution control laws and regulations.
24. **South Coast Air Quality Management District's Requirements.** It is Contractor's responsibility to ensure that all equipment furnished and installed be in accordance with the latest rules and regulations of the South Coast Air Quality Management District (SCAQMD). All Contract work practices, which may have associated emissions such as sandblasting, open field spray painting, or demolition of asbestos containing components or structures shall comply with the appropriate rules and regulations of SCAQMD.
25. **Warranties.** In addition to the warranties stated in Exhibit "A," the following shall apply:
- 25.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance of the work as complete by the OC San Project Manager or designee.
- 25.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work specified in Exhibit "A," OC San informs Contractor that any portion of the Services provided fails to meet the standards required under this Contract, Contractor shall, within the time agreed to by OC San and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
26. **Dispute Resolution.**
- 26.1 In the event of a dispute as to the construction or interpretation of this Contract, 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.
- 26.2 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 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 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.
27. **Liquidated Damages.** Not Used.

28. **Remedies.** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods and Services or repudiates its obligations under this Contract, or if OC San rejects the goods or Services or revokes acceptance of the goods and Services, OC San may (a) cancel the Contract; (b) recover whatever amount of the purchase price OC San has paid, and/or (c) “cover” by purchasing, or contracting to purchase, substitute goods and Services for those due from Contractor. In the event OC San elects to “cover” as described in (c), OC San shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods and Services and the Contract price, together with any incidental or consequential damages.
29. **Force Majeure.** Neither party shall be liable for delays caused by accident, flood, acts of God, fire, labor trouble, war, acts of government, or any other cause beyond its control, but the affected 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 of the Parties.
30. **Termination.**
- 30.1 OC San reserves the right to terminate this Contract 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, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OC San shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) through the date of termination. Contractor expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of this Contract. Such notice of termination shall terminate this Contract and release OC San from any further fee, cost, or claim hereunder by Contractor other than for work performed through the date of termination. Contractor may terminate this Contract for its convenience upon 120 days’ notice to OC San.
- 30.2 OC San reserves the right to terminate this Contract immediately upon OC San’s determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or for any other default of this Contract.
- 30.3 OC San may also immediately terminate this Contract for default, in whole or in part, by written notice to Contractor:
- if Contractor becomes insolvent or files a petition under the Bankruptcy Act; or
 - if Contractor sells its business; or
 - if Contractor breaches any of the terms of this Contract; or
 - if the total amount of compensation exceeds the amount authorized under this Contract.
- 30.4 All OC San’s property in the possession or control of Contractor shall be returned by Contractor to OC San on demand or at the expiration or early termination of this Contract, whichever occurs first.
31. **Attorney’s Fees.** If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
32. **Waiver.** The waiver by either party of any breach or violation of, or default under, any provision of this Contract shall not be deemed a continuing waiver by such party of any other provision

or of any subsequent breach or violation of this Contract or default thereunder. Any breach by Contractor 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.

33. **Severability.** If any section, subsection, or provision of this Contract; or any agreement or instrument contemplated hereby; or the application of such section, subsection, or provision is held invalid, the remainder of this Contract 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.
34. **Survival.** The provisions of this Contract dealing with payment, warranty, indemnity, and forum for enforcement shall survive expiration or early termination of this Contract.
35. **Governing Law.** This Contract shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in the County of Orange in the event any action is brought in connection with this Contract or the performance thereof.

36. **Notices.**

36.1 All notices under this Contract must be in writing. Written notice shall be delivered by personal service, by electronic telecommunication, 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. 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:	Jeremey Arbiso Senior Buyer Orange County Sanitation District 10844 Ellis Avenue Fountain Valley, CA 92708 jarbiso@ocsan.gov
Contractor:	Steve Claton President Southwest Region Universal Protection Service LP DBA Allied Universal Security Services 450 Exchange Irvine, CA 92602 Steve.claton@aus.com

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

37. **Read and Understood.** By signing this Contract, Contractor represents that it has read and understood the terms and conditions of the Contract.

38. **Authority to Execute.** The persons executing this Contract on behalf of the Parties warrant that they are duly authorized to execute this Contract and that by executing this Contract, the Parties are formally bound.
39. **Entire Agreement.** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral communications and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

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 their duly authorized representatives.

ORANGE COUNTY SANITATION DISTRICT

Dated: _____

By: _____
Chad P. Wanke
Chair, Board of Directors

Dated: _____

By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____

By: _____
Ruth Zintzun
Finance & Procurement Manager

**UNIVERSAL PROTECTION SERVICE LP DBA ALLIED
UNIVERSAL SECURITY SERVICES**

Dated: _____

By: _____

Print Name and Title of Officer

IG

EXHIBIT A
SCOPE OF WORK
For
Security Services

**EXHIBIT A
SCOPE OF WORK
SECURITY SERVICES
SPECIFICATION NO. S-2023-1429BD**

EXECUTIVE SUMMARY/OVERVIEW

The Orange County Sanitation District (OC San) operates the third largest wastewater agency west of the Mississippi River. Since 1954, we have safely collected, treated, and disposed of and/or reclaimed the wastewater generated by 2.6 million people living and working in central and northwestern Orange County, California.

Each day we treat approximately 210 million gallons of wastewater, enough water to fill Anaheim stadium over two and a quarter times. About 80 percent of the wastewater comes from homes – sinks, toilets, showers, laundry, and dishwashers. The remaining come from businesses – retail stores, restaurants, manufacturers, hotels, offices, and other industries. OC San is a special district, governed by a 25-member Board of Directors. We employ a staff of approximately 650 employees in professional, administrative, technical, and trade occupations, managing the day-to-day activities of OC San. Our facilities include 396 miles of sewer pipes, located throughout the county, and two treatment plants – one in Fountain Valley, CA and the other in Huntington Beach, CA – where wastewater is treated in accordance with strict state and federal standards. A future Headquarters Complex building to house OC San's administrative support departments is slated for completion in early 2024.

Our employees are on duty protecting health and the environment by ensuring the sewer system efficiently operates 24 hours a day, 7 days a week and 365 days a year. We take pride in providing quality service to our ratepayers.

1.0 Purpose

- 1.1 The Orange County Sanitation District (OC San) provides for employees, visitors, and contractors a safe and secure working environment and for protection of the public's significant investment in facilities.
- 1.2 OC San seeks to enter into a professional services Contract with a Contractor for general security guard services by armed and unarmed security officer(s).
- 1.3 OC San expects the Contractor to be solutions-oriented and proactive in assisting OC San mitigate risk and protect people, capital assets, and operations against the threats of injury and loss or damage by criminal, hostile, or malicious acts.

2.0 Description

- 2.1 Contractor will provide armed and unarmed Security Officers who will be responsible for overseeing and conducting plant and building access control, security patrol, CCTV monitoring, conducting daily checks of critical buildings and facilities, and other security related activities as directed by OC San.

3.0 Work Elements

- 3.1 Contractor agrees to furnish security guard services for the protection of all real property now or hereafter, owned, leased, or operated by OC San and requires uniformed armed and unarmed Security Officers as follows:

- 3.1.1 Reclamation Plant 1 (Plant 1) located at 10844 Ellis Avenue, Fountain Valley, CA 92708

- 3.1.2 Headquarters Building located at 18480 Bandilier Circle, Fountain Valley, CA 92708
 - 3.1.3 Wastewater Treatment Plant 2 (Plant 2) located at 22212 Brookhurst Street, Huntington Beach, CA 92646
 - 3.1.4 Other critical sites located within our service area that require general security services by armed and unarmed security officer(s). (see attached Appendix A-1)
- 3.2 Contractor agrees to furnish Security Officers to protect against vandalism, theft, trespass, and fire; maintain order during demonstrations or assemblies; and attend any other events, as requested by OC San, to ensure the security of OC San operations and property.
- 3.3 Contractor will provide Security Officers at the locations, days of the week and times noted below:
 - 3.3.1 Post Commander/ Account Manager (**1 Post**)
 - 3.3.2 Armed Security Officer(s) at Plant 1 and Plant 2 main entrance gates, 24-hours per day and seven (7) days per week (**2 Posts**).
 - 3.3.3 Armed Security Officers at Plant 1 and Plant 2 contractor gates, and Headquarters Building, ten (10) hours per day and five (5) days per week (M-F), and as needed after hours which may include evenings and weekends, at the request of OC San (**4 Posts**).
 - 3.3.4 Armed Security Patrol Officer(s) at Plant 1, Plant 2, 24-hours per day and seven (7) days per week. Additionally, Patrol Officers for Plant 1 and Plant 2 will be responsible for rendering security services to all offsite facilities to include, but not limited to, pump stations and other properties owned by OC San (**2 Posts**).
 - 3.3.5 Unarmed Security Officer(s) located at Plant 1 Security Monitoring Station, 24-hours per day and seven (7) days per week (**1 Post**).
 - 3.3.6 Armed Security Monitoring Station/ Patrol(s) located at Headquarters Security Monitoring Station, 24-hours per day and seven (7) days per week (**1 Post**).
- 3.4 Contractor will have the capacity to provide Personnel Protective service at the request of OC San. Person(s) assigned to individual protection must have experience in law enforcement or another applicable security service. Personnel Protective service is required to utilize an unmarked vehicle when providing individual protective services for OC San employees who require elevated levels of security.
- 3.5 Security Officers will actively monitor their assigned area for unusual or suspicious activity, record visitors' names and implement visitor access and control policy, issue visitor badges, record license plate numbers, give directions, respond quickly to security and/or emergency related incidents, secure and regularly patrol plant facilities, Headquarter Building and other OC San Buildings/ Pump Stations, perimeter barriers, monitor security footage, work with law enforcement to prevent and deter crime, and conduct other security related operations as directed by OC San.
- 3.6 Contractor will have the capacity to provide additional Security Officers as requested by OC San for special events, during emergencies, or aid in the removal of homeless encampment, or for other related services.

- 3.7** Management or supervisory personnel of the Contractor must be readily available to respond to all security related issues at the request of OC San. Management and supervisory services, including but not limited to, contract administration, supervision, training, and scheduling of personnel shall be the responsibility of the Contractor.
- 3.8** Security Officers must meet all requirements for licensure as identified under the California Bureau of Security and Investigative Service (BSIS) requirement for licensure and must undergo a criminal history background check through the California Department of Justice (DOJ) and Federal Bureau of Investigation (FBI). Armed Security Officers (Exposed Firearms Permitted Officers) must meet the requirements established under Article 4 (commencing with Section 7540) of Chapter 11.3, Article 4 (commencing with Section 7583) or Chapter 11.5 and Article 6 (commencing with Section 7596) or Chapter 11.6 of Division 3 of the Business and Professions Code (BPC). Additionally, Armed Security Officers must maintain firearms proficiency and meet standards established by the Contractor.
- 3.8.1** Firearms caliber and model shall be based on industry standards and anticipated operational needs.
 - 3.8.2** Firearms shall not be stored onsite.
 - 3.8.3** Weapons clearing, unloading and loading areas are not provided by OC San.
- 3.9** Security Officers are required to adhere to all safety guidelines established by OC San and will be trained in safe work practices and procedures. Contractor will provide all American National Standards Institute (ANSI) approved personnel protective equipment (PPE) necessary for Security Officers to operate within the plant and all designated areas. Personnel working in mandatory designated process areas must wear the following approved PPE:
- 3.9.1** Hard Hat
 - 3.9.2** Steel toe boots or shoes
 - 3.9.3** Eye protection
 - 3.9.4** Ear protection (in designated areas)
 - 3.9.5** High-visibility safety vest
 - 3.9.6** Personal 4-gas meter capable of monitoring hydrogen sulfide, carbon monoxide, LEL, and percent oxygen. Meter shall be BW Gas Alert MicroClip XL or equivalent.
- 3.10** Security Officers will be employees of the Contractor, and the Contractor will pay all salaries, benefits, and expenses of, and all federal Social Security taxes, federal and state unemployment taxes, and any similar taxes relating to such employees. Contractor shall not sub-contract security personnel for assignment at OC San.
- 3.11** Security Officers must maintain Cardiopulmonary Resuscitation (CPR) certification from the American Red Cross or American Heart Association (AHA).
- 3.12** Security Officers will be required to utilize visitor management software to record visitors' names and implement visitor access and control policy, issue visitor badges, record license plate numbers, and restrict visitor access using integrated mechanisms that flag restricted persons from accessing OC San properties. Additionally, Officers will be responsible for giving directions to visitors, responding to security or emergency related incidents, and communicate visitor and contractor access with Plant Operations and/or Risk Management.

4.0 Uniforms and Equipment

- 4.1** Contractor shall supply all uniforms as specified by OC San and assure they are cleaned and maintained at Contractors expense. All Contractor personnel shall wear complete uniforms (with PPE when appropriate), badges, and company designation patch as issued by the Contractor. Safety hard hats and reflective safety vests will be issued at Contractors expense. See Section 3.9 for additional safety and PPE requirements. Prior to use, uniforms must be approved by OC San. Each security officer shall also have nametags. Nametag and personal photographic identification card shall be worn on the outside of the uniform, in clear view while on duty. OC San will be responsible for issuing an access control card with the Officer's name and picture identification. Uniforms shall meet the following requirements:
- 4.1.1** Trouser – Gray or Black color and may be flat or cargo type pant
 - 4.1.2** Shirt – White, blue, or grey shirt with short and / or long sleeves
 - 4.1.3** Belt – Black tactical law enforcement type
 - 4.1.4** Socks - White or black mid-calf sock
 - 4.1.5** Jacket – Rain and/or windbreaker jacket or authorized poncho during inclement weather
 - 4.1.6** Holster – Hip holster and up to two (2) magazine cases
 - 4.1.7** Optional radio pouch or holder
 - 4.1.8** Footwear – Solid black steel toed shoes or boots
 - 4.1.9** Glasses – Prescription or black protective sunglasses
 - 4.1.10** Security badge (pinned or sown)
- 4.2** Contractor shall provide all weather gear, flashlights, cellular telephones, patrol vehicle(s), safety equipment, and other equipment required to perform the services required or as specified by OC San. Contractor shall immediately replace or repair any Contractor supplied equipment damaged or lost through neglect by Contractor personnel or normal wear and tear associated with ordinary use and exposure over time.
- 4.3** Officers are not authorized to wear handcuffs, batons, or tactical type plate carriers. Pepper spray may be carried if Officer is trained and certified in its use.
- 4.4** OC San will be responsible for issuing two-way radio units with the capacity to communicate with OC San personnel and monitor all radio traffic. Should radio equipment be lost or damaged, the Contractor shall reimburse OC San for the full replacement cost of the new unit.
- 4.5** Contractor will provide at their expense cellular phones for applicable security personnel for use during daily operations.
- 4.6** Security booths located at Plant entry gates will be provided for Security Officers use. The Contractor shall not make any modifications or alterations to this buildings or structures without the permission of the designated OC San Security Representative. OC San will provide normal maintenance and repair of the facilities. Cleanliness in the Security Booths

and areas used by Contractors employees shall be the responsibility of the Contractor. OC San will provide janitorial service for all booths. Additionally, OC San will provide the necessary items to support day-to-day security operations to security booths that will support their use. Items will include:

4.6.1 Desktop or laptop computer

4.6.1.1 Personal use of desktop or laptop computer is prohibited.

4.6.2 Phone system

4.6.2.1 Personal use of phone system is prohibited.

4.6.3 Microwave

4.6.4 Refrigerator

4.6.5 Air conditioning / heating unit

4.6.6 Restroom

4.7 Contractor will provide three (3) security vehicles which will support patrol of OC San properties within the service area and other administrative functions as necessary to perform security related activities. Contractor will be responsible for cost of fuel, maintenance, and all other miscellaneous costs. Vehicles shall meet the following requirements:

4.7.1 Each vehicle shall not have mileage more than 100,000 miles, nor shall the vehicle(s) be more than five years old. If the Contractors vehicle(s) exceed the specified mileage or age, the Contractor shall replace said vehicle(s).

4.7.2 Vehicles shall not have damaged or dented bodies, damaged paint finishes, damaged windows, or missing parts.

4.7.3 Each vehicle shall be clearly marked as a security vehicle and will have overhead amber colored light bar for visibility.

4.7.4 Can traverse rough terrain such as dirt or muddy roads.

5.0 Duty Assignments & Provider Service Contract

5.1 Security Officers will be assigned to the following duty assignments:

HEADQUARTERS BUILDING	DAY OF THE WEEK	LOCATION
Armed Security Officer Lobby Desk	M-F, 0700-1700	18480 Bandilier Circle, Fountain Valley
Armed Security Officer Security Monitoring Station & Patrol	24 hours / 7 days	
RECLAMATION PLANT 1	DAYS OF THE WEEK	LOCATION
Armed Post Commander & Vehicle	M-F, 0700-1530; available upon request	10844 Ellis Avenue, Fountain Valley
Armed Security Officer Ellis Main Gate	24 hours / 7days	

Armed Security Officer Garfield Construction Gate	M-F, 0530-1530; and on evenings and weekends upon request	
Armed Security Officer Patrol & Patrol Vehicle	24 hours / 7 days	
Unarmed Security Officer Security Monitoring Station	24 hours / 7 days	
WASTEWATER TREATMENT PLANT 2	DAYS OF THE WEEK	LOCATION
Armed Security Officer Brookhurst Main Gate	24 hours / 7 days	22212 Brookhurst Street, Huntington Beach
Armed Security Officer Banning Construction Gate	M-F, 0530-1530; and on evenings and weekends upon request	
Armed Security Officer Bushard Construction Gate	M-F, 0530-1530; and on evenings and weekends upon request	
Armed Security Officer Patrol & Patrol Vehicle	24 hours / 7 days	
OFFSITE FACILITIES/ PUMPING STATIONS	DAYS OF THE WEEK	LOCATION
Armed or Unarmed Security Officer	Upon Request	All
PERSONNEL PROTECTIVE SERVICES	WEEKDAYS	LOCATION
Armed Security Officer	Upon Request	All

- 5.2** This is not an exclusive contract and if the Contractor fails to provide continuity of service, then OC San reserves the right to hire security staff from another Contractor to augment security staff and or meet OC San's business needs. Any additional costs incurred by OC San because of such action will be billed to the Contractor.
- 5.3** OC San will not pay any overtime for personnel because the Contractor failed to provide the number of security officers required for each assignment and each shift as specified in this Scope of Work. Overtime bill rates may apply if requested and approved by OC San for guard services outside of the core hours for non-standard scheduling and events.
- 5.4** OC San reserves the right to reduce security staffing or move posts.
- 5.5** No services shall be subcontracted to a third-party security agency.
- 5.6** OC San does not specify or monitor health and other benefits for Contractors employees. All costs relating to health and benefits shall be borne by the Contractor at no additional cost to OC San. OC San shall only be billed based on a flat hourly bill rate for actual hours worked on-site. The hourly bill rate for each position shall include all Contractors salaries, over-time pay, benefits, overhead, etc. With exception to the Plant 1 and Plant 2 Patrol Officers and Main Gate Officers, Security Services staffing will observe OC San holiday schedule.
- 5.7** One (1) Post Commander is required to oversee security operations at OC San, even when the assigned Post Commander is on vacation, leave, and during off-site non-OC San requested meetings or trainings. An Armed Security Officer or Patrol Officer may serve as the Acting Post Commander during the assigned Post Commander's absence. OC San will reimburse for the Post Commander's hourly bill rate and not one at a higher rate. The Acting Post Commander shall not have a dual role.

6.0 Responsibilities

- 6.1** Security Officers assigned to OC San locations will execute his/her responsibilities in a positive and professional manner. The Contractor shall clearly demonstrate its commitment to providing personnel who project this positive image to employees, customers, suppliers and to the public.
- 6.2** Contractor will deliver the requested services, including but not limited to the following:
 - 6.2.1** Protecting the safety of persons, their property, and OC San critical infrastructure.
 - 6.2.2** Implement and enforce OC San visitor control and access policies.
 - 6.2.3** Prevent and minimize fire, theft, damage, and trespass on OC San properties.
 - 6.2.4** Report any unusual incidents or hazardous conditions.
 - 6.2.5** Be familiar with fire and evacuation procedures for all sites. Additionally, Security Officers shall assist OC San staff as needed, to include assist in evacuating OC San employees, contractors, and visitors during emergencies and directing evacuees to safety assembly areas. OC San is vulnerable to the following natural and manmade hazards:
 - 6.2.5.1** Tsunami warnings
 - 6.2.5.2** Suspicious packages
 - 6.2.5.3** Medical emergencies
 - 6.2.5.4** Terrorism or other acts of violence such as an active shooter
 - 6.2.5.5** Building evacuations or shelter-in-place
 - 6.2.5.6** Elevator entrapments
 - 6.2.5.7** Criminal incidents
 - 6.2.5.8** Hazardous materials release or biosolid spill within the plant
 - 6.2.5.9** Fire alarm activation, both legitimate and false
 - 6.2.6** Be familiar with intrusion alarms or panic alarms in buildings.
 - 6.2.7** Security officers shall use cell phones as required to perform duties and shall not be in possession of personal electronic devices or reading materials not related to security officer's duties while on duty.
 - 6.2.8** Monitor Closed Circuit Television (CCTV) for suspicious, illegal, or irregular activities and reports such activities, as required.
 - 6.2.9** Operate radios, computers, and telephones, provided by both the Contractor and OC San, to facilitate communications with OC San management, plant operations and Risk Management Division staff as required.

- 6.2.10** Monitor all traffic (vehicle and pedestrian), screen and assist visitors as appropriate, and ensure that persons without legitimate business are asked to leave or are escorted from OC San Properties.
- 6.2.11** Notifying Plant Operations, OC San Risk Management, Fountain Valley Police Department (FVPD), Huntington Beach Police Department (HBPD), and/ or other applicable persons/ agency as necessary in the event of an emergency.
- 6.2.12** Issuing temporary parking passes and visitor identification cards / badges according to OC San Workplace Security Policy.
- 6.2.13** Directing visitors to-lobby or other common areas.
- 6.2.14** Maintain accurate key control of all issued keys and access cards.
- 6.2.15** Assist in emergency evacuation of OC San facilities and aid the Building Evacuation Coordinators or designee, as directed.
- 6.2.16** Protect and safeguard employees and/or visitors and notify the Plant Operations or Control Center, OC San Security Representative, FVPD, HBPD, and other law enforcement agencies as necessary.
- 6.2.17** Wear issued uniform for field and office environment. The Contractor must provide all uniforms, at the Contractors expense, tailored to the employee, and be the same for all assigned Security Officers and Post Commander / Account Manager. Contractor shall obtain approval for all security uniforms that are worn on OC San property. Contractor may make uniform recommendations that may be implemented upon the approval of OC San.

6.3 Conducting Administrative and Supervisory Duties

- 6.3.1** Maintain legible digital records of security officer force activities and provide daily written reports which pertain to occurrences relating to the security of OC San facilities, employees, contractors, and visitors. Upon request by OC San Risk Management, Contractor Account Manager/Management shall meet with Risk Management to discuss issues or concerns. Maintain and provide daily shift overview reports which include but are not limited to shift notes or the daily report, security checkpoints, security observations, and times of security related activities.
- 6.3.2** Contractor shall have the ability to implement automated daily activity reporting and incident reporting software management system, with the capability to send emails of reports to applicable OC San officials. Contractor shall have the responsibility to send daily reports to OC San Risk Management and other officials as needed. OC San does not specify the type of automated daily activity reporting and incident reporting software management system.
- 6.3.3** Recommend solutions to OC San for recurring security problems. Contractor must have the ability to work with OC San management to solve security related issues throughout all OC San facilities. Contractor is expected to be proactive in ensuring a safe and secure environment is established and maintained.

- 6.3.4** Operate OC San-supplied radio units for internal security communication related operations.
 - 6.3.5** Duties at OC San facilities involve protecting OC San property and personnel, traffic control and reporting violations of OC San rules or safety policies.
 - 6.3.6** Control the entrance and movement of pedestrian and vehicular traffic at all gates.
 - 6.3.7** OC San Risk Management shall schedule and meet with the Post Commander/ Account Manager on a regular basis to discuss issues which involve OC San security matters and personnel. The frequency of the meeting shall be mutually acceptable to both parties.
 - 6.3.8** Contractor is responsible to ensure that Security Officers receive meal and periodic breaks as required by law. Meal and rest periods for all gate officers and security monitoring station shall be covered by patrol officer and/or post commander.
 - 6.3.9** Contractor personnel may be required to operate / maintain access control program software, and other technologies such as motorized or non-motorized gates or gate arms at the plant entrance, security post, or centralized security monitoring station which is provided and maintained by OC San. The cost of repair for any damage to such equipment beyond the scope of normal wear and usage will be the responsibility of the Contractor, and the next following invoice submitted will reflect a credit of such amount.
 - 6.3.10** Security personnel will be required to operate the electronic visitor management system and adhere to OC San Visitor Identification and Control Policy.
- 6.4** Contractor shall document incidents and provide oral reports of any incident that occurs on any shift by the close of that shift period. This report shall be provided to the shift supervisor and to Risk Management. An incident is defined as, but not limited to the following:
 - 6.4.1** Any apparent or suspected criminal attack exercised against OC San, its assets, or personnel, including employees of the Contractor assigned to the site or any authorized visitors thereon.
 - 6.4.2** Any criminal or civil charges brought against the Contractor or its personnel as it may relate to the contracted services.
 - 6.4.3** Any apparent trespass of OC San's property.
 - 6.4.4** Any verbal or physical confrontation resulting between a Security Officer and an OC San employee or guest or visitor of OC San.
 - 6.4.5** Any performance failure of the Contractor.
 - 6.4.6** Any federal, state, or county regulatory requirement in which the Contractor is in noncompliance.
 - 6.4.7** Any equipment or system failure associated with the performance of the contracted services by the Contractor.

- 6.4.8** Any fire or unsafe condition existing within the OC San environment and observed by or reported to a Security Officer, and the emergency actions taken by the Security Officer to eliminate or ameliorate such conditions.
- 6.4.9** Any incidents in which procedures governing the safe and orderly operations of the site are violated.

7.0 General Guidelines

- 7.1** OC San expects the Contractors staff to be highly competent and professional. Security Officer duties are generally routine; however, inherent to security personnel is a special trust. Security Officers must adhere to a strict code of ethics and project a favorable image. An ongoing effort by the Contractor and Contractor staff is necessary to ensure that Security Officers are highly qualified and accepted as an asset to the OC San. OC San shall review the Contractor's job descriptions and qualification for their security officers. OC San shall have the ability to make changes to the job description and specifications if they do not match our requirements.
- 7.2** OC San will not accept any Contractors employees who have been involved in or display the following:
 - 7.2.1** A felony conviction.
 - 7.2.2** Conviction for a sex crime offense.
 - 7.2.3** Conviction of drunk or reckless driving within the last three (3) years; or a pattern of irresponsible behavior including, but not limited to, unsatisfactory driving or employment records.
 - 7.2.4** History of dishonest behavior in the work environment and/or poor or negative work history with OC San.
 - 7.2.5** Neck or facial tattoos.
- 7.3** The expected levels of conduct and proficiency are listed below. It is not intended to be an inclusive list and is subject to modification. OC San shall maintain the right to adjust performance standards if they are found to be lacking and give a poor reflection upon OC San.
 - 7.3.1** A professional attitude and demeanor that is cooperative, tactful, and conveys a sense of confidence to employees.
 - 7.3.2** Exhibit trustworthiness and honesty with OC San officials, contractors, and visitors. Dishonest and inappropriate behavior may result in removal from assignment.
 - 7.3.3** Project a favorable image with appearance, attitude, courtesy, and job knowledge.
 - 7.3.4** Exhibit good judgment and presence of mind in making decisions.
 - 7.3.5** A consistent clean, neat uniform appearance. No unauthorized articles of clothing. All shirts correctly buttoned.
 - 7.3.6** Prompt and regular attendance to maintain effective and efficient operations.

Officers are expected to report to work as scheduled, unless proper arrangements have been made.

- 7.3.7** The roving security patrol officer will leave the plant only when driving between all OC San facilities or properties. If the security patrol officer must drive to another location, the security patrol officer shall obtain prior approval from the authorized designated Post Commander / Manager or Risk Management representative.
- 7.3.8** Roving security patrol officer shall patrol areas to include Plant No. 1 & 2 and all OC San buildings and other facilities as required. The Patrol Officer will be responsible for securing and observing check points per the Post Order, assisting main gate during high traffic flow.
- 7.3.9** Submission of Security Officer reports that are accurate, complete, legible, and timely. No abbreviations, no police radio codes, any personal opinions, editorial comments, or graphics. Sketches or pictures of the incident shall be included if available.
- 7.3.10** Proper English grammar shall be used to prepare official security incident reports.
- 7.3.11** Accurate and timely submission of incident reports when applicable.
- 7.3.12** Accurate and timely submission of injury reports and vehicle accident reports as required.
- 7.3.13** In the event, a Security Officer is involved in a vehicle collision on OC San property; the Security Officer shall undergo alcohol and drug testing that day. The Security Officer involved in the vehicle accident cannot be assigned to OC San facilities pending the results of the alcohol and drug test.
- 7.3.14** Prompt reporting of security discrepancies.
- 7.3.15** Basic computer skills which will include Microsoft Office, Outlook, and other security related software applications acquired and utilized by OC San.
- 7.3.16** Proper care and accountability of OC San property.
- 7.3.17** Demonstrated competence in using security related equipment, such as radios, CCTV monitors, cellular telephones, alarm monitors, electronic visitor management system, and keypads.
- 7.3.18** Maintain assigned post in a clear and organized appearance.
- 7.3.19** Proper radio communication procedure and courtesy. (No profanity or foul language.)
- 7.3.20** Make all communications check-in calls on time or account for absence prior to the check-in time.
- 7.3.21** Timely renewal of security officer registration and open carry permits (90 days prior to expiration).
- 7.3.22** Maintain valid California driver's license. Driving license record must be

provided upon OC San request.

- 7.3.23** Excellent attendance record with no abuse of sick leave.
- 7.3.24** Knowledge and compliance with appropriate department directives. (Manual, post orders, department memorandums, security bulletin.)
- 7.3.25** Adherence to OC San regulations and policies.
- 7.3.26** Being knowledgeable of emergency plans for assigned facility.
- 7.3.27** Being knowledgeable of key management personnel at assigned facility.
- 7.3.28** Make constructive suggestions for improvements within the security operating procedures as appropriate.
- 7.3.29** Investigate the background and references of each security officer assigned to OC San.
- 7.3.30** Complete a criminal history check for all security officers that will work at OC San.
- 7.3.31** Provide copy of Individual State Officer License or "Guard Card" and open Carry Permit (if applicable) of each Security Officer assigned to OC San.
- 7.3.32** Ensure that each security officer assigned to OC San is fluent in English. He or she must have the ability to read, write and speak the English language. The ability to speak and understand Spanish is desirable.
- 7.3.33** Ensure that each security officer is free from narcotics, marijuana, and dangerous drugs by conducting medical examination/drug screenings in compliance with applicable law. Contractor must submit all new hires to drug screening. Whenever there is reasonable suspicion that a security officer is under the influence of alcohol or an illegal substance while on duty, that employee shall be subject to further drug screening. Annual and/or random drug screening may also be performed to the extent permitted by applicable law.
- 7.3.34** OC San may request the Contractor to remove any security officer from performing services under the Contract Document at any time and for any reason. The Contractor shall remove and replace personnel within 24- hours when requested by OC San.
- 7.3.35** The Contractor shall remove and replace, if necessary, security officer within 60 minutes of OC San request for any cause or condition that renders the security officer incapable of performing his or her duties. Violations include but are not limited to sleeping on duty, theft, and on-duty use of alcoholic beverages or illegal drugs.
- 7.3.36** Engagement in any activity that may detract from the security officer's alertness and undivided attention to their duties shall not be permitted. This includes sleeping while on duty, unreasonable delays, or failures to carry out assigned tasks, and conducting personal affairs.

7.4 OC San representative will meet with all newly hired Security Officers prior to their

assignment.

8.0 Qualifications and Training

8.1 Contractor understands that security officer personnel proposed to be assigned to OC San shall, as a minimum, possess the following:

- 8.1.1** Proof of having passed all state requirements for armed or unarmed security officers. Officers must possess an identification card issued by the Bureau of Security and Investigative Services, State of California Consumer Affairs Dept., which allows them to be employed by a licensed security agency. A copy of this security officer card or "guard card" shall be sent to OC San prior to the security officer reporting for duty. No Contractor employee is exempt from this requirement.
- 8.1.2** A high school diploma or GED.
- 8.1.3** Individuals proposed for assignment, as Security Officers will have at least one year of prior satisfactory employment in a similar capacity.
- 8.1.4** OC San reserves the right to review and interview all prospective security officers and to qualify and disqualify the security officers based on the needs and requirements of OC San.
- 8.1.5** Demonstrated ability to read, write, and speak English.
- 8.1.6** Have the demonstrated psychological ability to deal with issues confronted by security officers in the performance of their duties.
- 8.1.7** Random drug test may be required by the Contractor if there is reasonable suspicion that a security officer is under the influence of alcohol or an illegal substance while on duty.
- 8.1.8** Personnel shall not work at any other Contractor serviced location, while permanently assigned to OC San.
- 8.1.9** Personnel shall not be required to work more than sixteen (16) continuous hours in one (1) shift or 24-hour day.
- 8.1.10** Personnel shall not be required to work more than two (2) different shifts within a normal work week unless the necessity for such assignment can be justified to the satisfaction of OC San.
- 8.1.11** Possess valid First Aid and CPR certification from the American Heart Association or American Red Cross.
- 8.1.12** Security officers must be fully capable of performing duties requiring moderate to arduous physical exertion under either normal or emergency conditions. They must possess good distance vision in each eye (corrected to at least 20/30 on the Sneller Chart), normal fields of vision, good depth perception, close vision correctable to Jaeger #4 type test of both eyes, and ability to distinguish basic colors. Hearing loss not to exceed 30 decibels in both ears, and 35 decibels in the poorer ear with or without hearing aids. Contractor shall submit proof of medical examination prior to assignment to OC San. Anything to the contrary notwithstanding, the fitness standards set forth herein shall

apply only to the extent those are job-related and consistent with business necessity, in accordance with applicable law.

- 8.1.13** Medical examination of security officers to assure their physical fitness shall be conducted prior to initial request for OC San assignment at Contractors expense. Additional medical examinations shall also be performed at Contractors expense whenever the Contractor or OC San has reason to believe based on objective evidence that the officer's ability to perform essential job functions may be impaired due to a medical condition and/or the officer may pose a direct threat due to a medical condition, in accordance with applicable law.
- 8.1.14** Security officers must be mentally alert and capable of exercising mature judgment, implementing instructions, and assimilating necessary specialized training. Emotional and mental stability is essential since duties normally require contact with the public and, under emergency situations, may involve long periods of duty without relief.
- 8.1.15** Contractor will have clearly shown OC San it has implemented a comprehensive training program for personnel to be assigned to OC San. The training shall include coverage of OC San policies and procedures and the corporate culture.
- 8.1.16** Contractor will submit a detailed description of the Contractors security officer training program including content, instructor backgrounds, hours of classroom instruction and written, audio/visual training material and how it relates to OC San's Substance Abuse and Workplace Violence and Weapons Policies. Emphasis in training in the areas of sexual harassment and recognition of potential workplace violence must be emphasized in the training of all security officer personnel assigned to OC San facilities. In addition, at Contractors expense, each security officer shall successfully complete a course in basic Security Officer training prior to assignment and shall complete an annual refresher course. The security officer training program shall include:
 - 8.1.16.1** General orientation
 - 8.1.16.2** Purposes and principles of the system of security
 - 8.1.16.3** Security as applied to OC San facilities
 - 8.1.16.4** Organization of the security officer force
 - 8.1.16.5** Functions of the security officer force
 - 8.1.16.6** Authority of the individual security officer
 - 8.1.16.7** Discipline - obedience to orders
 - 8.1.16.8** Hazardous materials and safety course (provided by OC San)
 - 8.1.16.9** Employee and public relations
 - 8.1.16.10** Self-defense

8.1.16.11 Communications facilities and procedures

8.1.16.12 Elementary first aid and fire protection

8.1.16.13 Report writing

8.1.16.14 Riot control

8.1.16.15 Traffic control

8.1.16.16 Use of two-way radios and FCC regulations

8.1.16.17 Operation and use of special equipment used by OC San such as electrically operated gates, closed circuit TV, etc.

9.0 Project Management

9.1 OC San will designate one (1) or more individuals to work with Contractors assigned Project Manager (Post Commander or Off-site Account Manager) to ensure that implementation and transition of security services are met along with delivery of all deliverables outlined in this SOW.

10.0 Deliverables

10.1 Within 30 days of the effective start date, the selected Contractor shall work with OC San's Security Representative to deliver OC San plants for:

10.1.1 Contractor shall review current OC San Post Orders and provide suggestions on how to improve the visitor management and access control procedures along with all other relevant security procedures.

10.1.2 Contractor shall also review appropriate Emergency Operational Plans (EOPs) and procedures.

10.1.3 Reporting requirements for Security Officers.

10.2 Proposed Uniform Design to be worn in both field and office operating environments.

10.3 Security Officer and Supervisor Contact List

10.4 Reporting Templates:

10.4.1 Daily Duty and operational reports.

10.4.2 Security incident reports.

10.5 Proposed Security Schedule

10.6 Contractor shall integrate all established scan points and relevant information into their tour software and be able to provide training on use to all Security Officers and relevant OC San personnel.

10.7 Contractor shall conduct tour of all relevant facilities.

11.0 Safety and Health Requirements

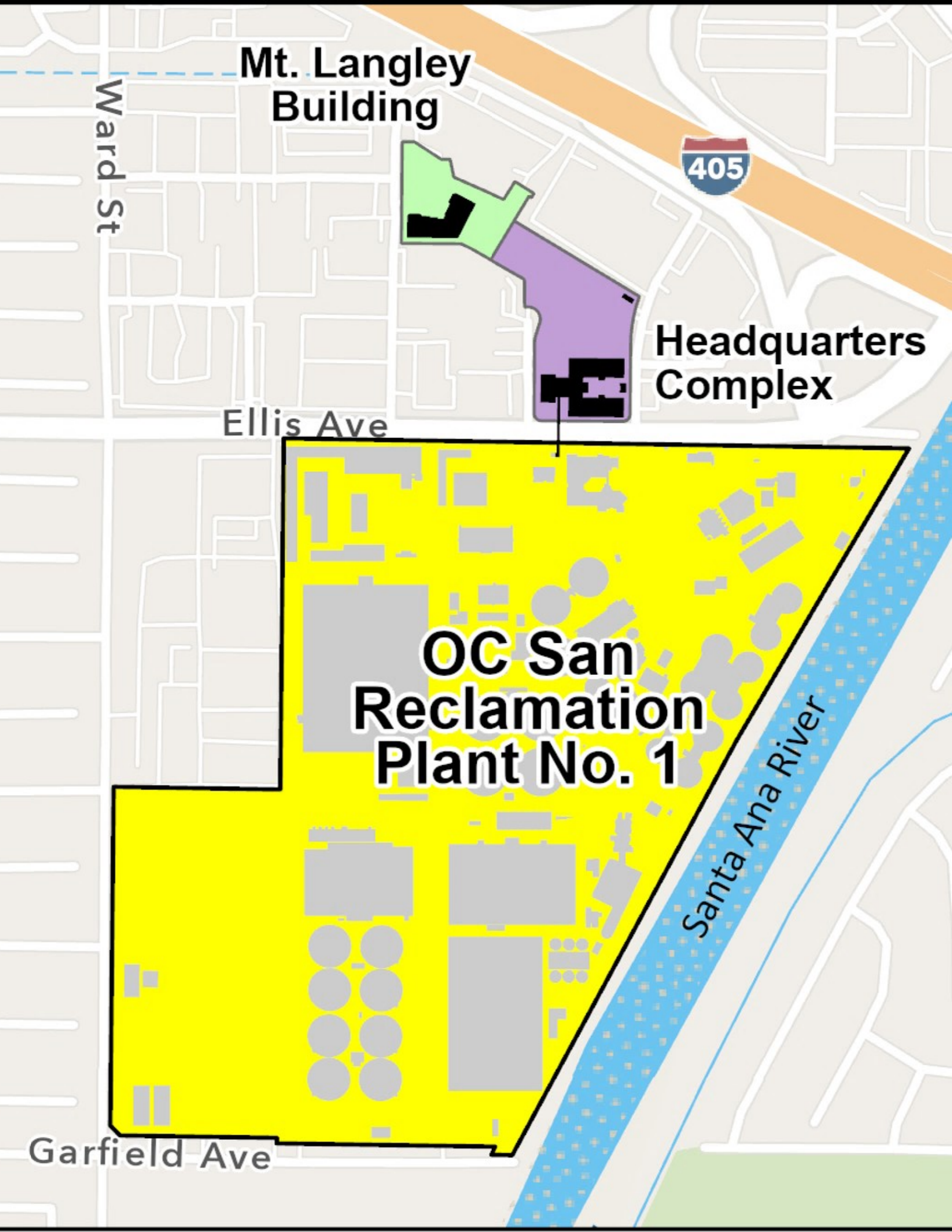
- 11.1** The Contractor shall comply with all applicable provisions of the OC San Contractor Safety Standards, Federal OSHA, California OSHA, and Local regulations, whichever is most stringent.
- 11.2** Contractor shall wear hard hats, high-visibility safety vests, safety footwear, four-gas monitor, and safety glasses while in the plant industrial areas.
- 11.3** Contractor shall provide Security Officers who are entering the Plant process areas with a four-gas meter, capable of measuring the Lower Explosive Limit (%LEL), hydrogen sulfide (H₂S), carbon monoxide (CO), and percent oxygen (O₂). The four-gas monitor must be readily available for security personnel. OC San will assist with the training in the use of the four-gas monitor.
- 11.3.1** Contractor will provide a calibration station at each plant for the guard(s) to calibrate their four-gas monitors.
- 11.3.2** The monitors will be calibrated per the manufacturer required calibration schedule.
- 11.3.3** The Contractor will be responsible for maintaining and replacing all monitors and calibration stations for their equipment.
- 11.3.4** The monitors shall be worn by all officers entering the Plant process areas.
- 11.4** Contractor shall attend a contractor safety orientation (CSO) meeting prior to the start of work. The CSO is an OC San safety orientation conducted between Risk Management staff and the Contractor. The CSO is conducted once per year or as job conditions or scope of work changes. The Contractor shall sign the CSO documentation.
- 11.5** Confined spaces and potentially hazardous atmosphere may exist in OC San facilities. OC San will provide hazard awareness training to all security officers.
- 11.6** Security Officers will be working around hazardous materials and chemicals. Personnel assigned to OC San will be provided locations of all chemicals on site and will report any immediate release or spill or perceived hazard once it is recognized.
- 11.7** The Contractor shall submit a copy of their written, Injury and Illness Prevention Program (IIPP). The IIPP must address responsibility, compliance, communication, hazard assessment, incident investigation, hazard correction, and training as required by Title 8, California Code of Regulations, Section 3203.
- 11.8** The Contractor shall prepare and submit a written, job specific safety plan (SSSP) in accordance with OC San's Contractor Safety Standards. The SSSP must address the specific hazards and controls based on the scope of work. The SSSP must include specific controls that will be implemented to keep workers safe.
- 11.9** All chemicals brought onsite shall be accompanied with a safety data sheet (SDS). The Contractor must store and use those chemicals in accordance with the SDS and manufacturer instructions.
- 11.10** The Contractor shall submit copies of its employee trainings records to Risk Management for retention.

APPENDIX A-1

SITE MAPS

For

Security Services



**Mt. Langley
Building**

Ward St

405

**Headquarters
Complex**

Ellis Ave

**OC San
Reclamation
Plant No. 1**

Santa Ana River

Garfield Ave

Reclamation Plant No. 1

Revised: 4/18/22



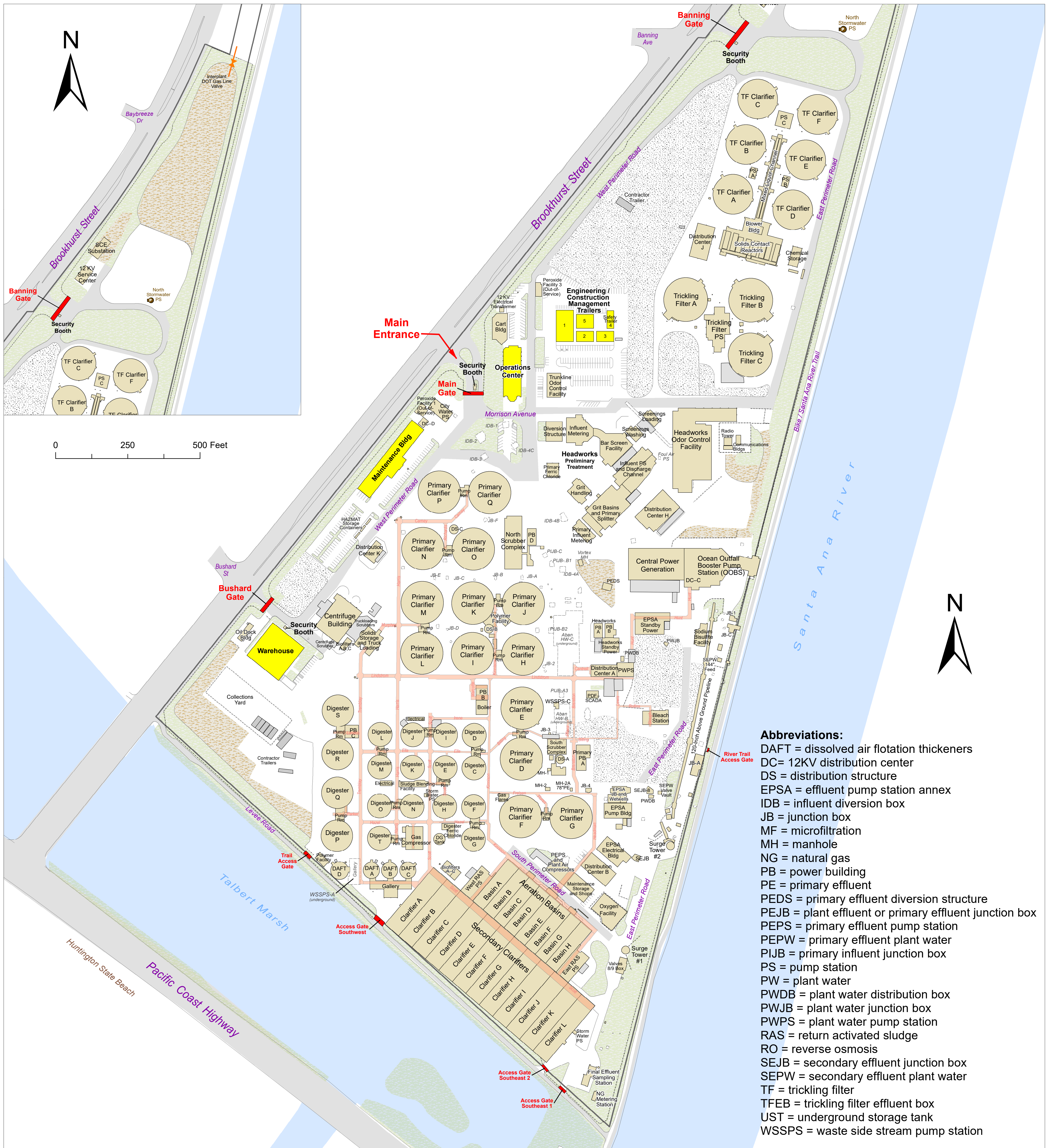
Abbreviations:
CNG = compressed natural gas
DAFT = dissolved air flotation tank
DB = distribution box
HW = headworks
GAP = Green Acres Project
GWRS = Groundwater Replenishment System
JB = junction box
JS = junction structure
MF = microfiltration
MWDOC = Metropolitan Water District of Orange County
OCWD = Orange County Water District
PB = power building
PEDB = primary effluent distribution box
PEJB = plant effluent junction box
PEPS = primary effluent pump station
PISB = primary influent splitter box
PS = pump station
RAS = return activated sludge
RO = reverse osmosis
SAR = Santa Ana River
SEJB = secondary effluent junction box
TFEB = trickling filter effluent box
TFSE = trickling filter secondary effluent
UST = underground storage tank
UV = ultraviolet light
WSSPS = waste sidestream pump station

- Gate
- Support buildings
- Process structures
- Tunnels
- Underground utility structures
- Plant No. 1 perimeter
- Orange County Water District structures
- OCWD campus
- Other structures not owned by OC San

10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 962-2411
www.ocsan.gov

Treatment Plant No. 2

Revised: 6/29/21



- Gate
- Support buildings
- Process structures
- Concrete pad
- Tunnel
- Underground utility structures
- Plant No. 2 perimeter

22212 Brookhurst Street
Huntington Beach, CA 92646
(714) 962-2411
www.ocsan.gov



STEERING COMMITTEE

Agenda Report

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

File #: 2024-3587

Agenda Date: 4/24/2024

Agenda Item No: 13.

FROM: Robert Thompson, General Manager

SUBJECT:

LEGISLATIVE AFFAIRS UPDATE FOR THE MONTH OF MARCH 2024

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Legislative Affairs Update for the month of March 2024.

BACKGROUND

The Orange County Sanitation District's (OC San) legislative affairs program includes advocating for OC San's legislative interests; sponsoring legislation (where appropriate); and seeking Local, State, and Federal funding for projects and programs.

RELEVANT STANDARDS

- Maintain influential legislative advocacy and a public outreach program
- Build brand, trust, and support with policy makers and community leaders
- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities

PROBLEM

Without a strong advocacy program, elected officials may not be aware of OC San's mission, programs, and projects and how they could be impacted by proposed legislation.

PROPOSED SOLUTION

Continue to work with Local, State, and Federal officials to advocate for OC San's legislative interests. Help to create and monitor legislation and grants that would benefit OC San, the wastewater industry, and the community. To assist in relationship building efforts, OC San will continue to reach out to elected officials through facility tours, one-on-one meetings, and trips to Washington D.C. and Sacramento.

RAMIFICATIONS OF NOT TAKING ACTION

If OC San does not work with Local, State, and Federal elected officials, legislation could be passed that negatively affects OC San and the wastewater industry. Additionally, a lack of engagement may result in missed funding opportunities.

ADDITIONAL INFORMATION

Activities in March

- **Federal Update:**

On March 12, OC San staff submitted a letter of concern regarding passive receiver liability for PFAS cleanup under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (attached). The letter was submitted to Senator Tom Carper, Chairman, and Senator Shelley Moore Capito, Ranking Member, for the Committee on Environment and Public Works. The letter requested the Committee to amend CERCLA to ensure agencies such as ours receive protections from frivolous and unwarranted litigation.

- **State Update:**

On March 5, OC San took a support position on Senate Bill (SB) 1034 (attached). This bill adds a clause to the “unusual circumstances” definition pertaining to a request of the California Public Records Act. SB 1034 allows agencies to focus on keeping their communities safe during a state of emergency.

On March 22, OC San took a support position on Assembly (AB) 2626 (attached). This bill addresses near-term challenges for local governments through a 10-year extension for compliance with the Zero-Emission Vehicle mandates. This would allow the industry to improve electric vehicle and battery technologies.

Activities in April

- **Federal Update:**

The US EPA issued its final PFAS rules. The rules establish drinking water standards and designate PFAS chemicals as hazardous substances under CERCLA. OC San’s Federal lobbyist and associations anticipate litigation from the water sector challenging the science relied upon by EPA to set the four parts per trillion level of the standard. There is no immediate or near-term impact to OC San. We continually discuss developments of PFAS regulations with OCWD.

- **State Update:**

On April 8, OC San took an oppose position on Senate Bill (SB) 1210 (attached). This bill would prohibit a connection fee or capacity charge for water, sewer, and electrical services from exceeding one percent of the reported building permit value for that housing unit.

On April 8, OC San took a support position on Assembly Bill (AB) 2515 (attached). This bill seeks to ensure that additional PFAS compounds are kept out of the environment. The bill would also require a manufacturer of a menstrual product to provide persons that offer the

product for sale or distribution in the State with a certificate of compliance stating that the product is compliant with these provisions and does not contain any regulated PFAS compounds.

On April 8, OC San took a support position on Senate Bill (SB) 1072 (attached). This bill would clarify that if a water or wastewater rate or charge results in collecting revenues in excess of the costs of service, the excess revenues would be used to reduce future rates or charges. Ratepayers would not be entitled to any refund; however, ratepayers will retain the right to a refund for billing errors.

ATTACHMENT

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

- Federal Legislative Update
- Federal Matrix
- State Legislative Update
- State Matrix
- PFAS Cleanup Under CERCLA Letter of Concern
- SB 1034 Letter of Support
- AB 2626 Letter of Support
- SB 1210 Letter of Oppose
- AB 2515 Letter of Support
- SB 1072 Letter of Support



TO: Rebecca Long

FROM: Eric Sapirstein

DATE: April 3, 2024

SUBJECT: Washington Update

Congress succeeded in reaching agreement on the outstanding Fiscal Year 2024 appropriations bills, putting in place budgets for all federal agencies, eliminating a partial government shutdown, six months into the fiscal year. Given the delay in finalizing spending bills, Congress now has less than five months to develop and pass Fiscal Year 2025 spending bills. Prospects for final passage by September 30 seem remote. If agreements prove elusive, another Continuing Resolution will be required to avoid a government shutdown in the weeks leading up to the congressional and presidential elections. The following summarizes issues of interest to OC San that arose during the past month.

- ***Fiscal Year 2025 Appropriations***

On March 11, the Administration transmitted its budget request to Congress for fiscal year 2025 that begins on October 1, 2024. The budget, which is traditionally dead on arrival, is notable for a general status quo request. Where reductions in programs were requested, the justification of the request is premised on the fact that the supplemental funding through the Bipartisan Infrastructure Law (BIL) would compensate for the cuts. Where increases in spending were requested, the requests were targeted toward the Administration's climate, enforcement, and environmental justice programs. For example, the U.S. Environmental Protection Agency's (EPA) State Revolving Loan Fund program would be cut by almost \$500 million. The BIL funding of approximately \$1 billion would help to offset the cut. At the same time, EPA's enforcement budget would be boosted to support more robust effort to address impacts to disadvantaged communities. With regard to the regulation of per- and polyfluoroalkyl substances (PFAS), the agency continues to request funding for its PFAS Roadmap priorities including the development of effluent limitation guidelines to support source control efforts and monitoring of wastewater and biosolids for PFAS presence.

Budget Request Impact to OC San

The Administration budget request would not immediately impact OC San because Congress is unlikely to act on a final spending bill before the November elections. This means that the election outcomes will more likely than not dictate how any final budget might be developed. To this end, the most likely impact to OC San might involve funding of programs that would result in the development of new requirements for biosolids management and treatment of PFAS.

- ***Senate PFAS Liability Hearing***

The Senate Committee on Environment and Public Works held a hearing into PFAS Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) liability and the need for liability protections for the wastewater/water sector and other passive receivers. The hearing heard from the Environmental Working Group (EWG), New Mexico's Secretary of Environment, two attorneys representing the wastewater/water and solid waste sectors, and a CERCLA liability expert from the Congressional Research Service (CRS). Of special note, the committee received more than 280 letters from stakeholders, including OC San, calling for a liability exemption for the wastewater/sector and other passive receivers. The hearing was notable for several reasons.

- Claims that United States Environmental Protection Agency (USEPA's) willingness to rely upon its enforcement discretion were demonstrated to be inadequate because such an approach would not protect a passive receiver from third party litigation. Additionally, witnesses documented the legal costs associated with working with USEPA to be provided a shield that fails in the final analysis to protect an agency. The CRS witness concurred with the view that discretionary enforcement essentially failed to provide protections.
- A powerful point was made by the wastewater/water and solid waste sectors witnesses that even if an entity were to seek protection (shield) under USEPA's discretionary approach, it would require becoming part of any settlement agreement. This would ironically define a party as a PRP and allow an entity not party to the agreement to pursue litigation against a utility.
- Claims that the wastewater/water and solid waste sectors were responsible for polluting water and soils and that these entities did nothing to address the threats over decades were effectively proven without merit when the points were made that there are no treatment standards by which to control for PFAS.
- On the process that USEPA relied upon to propose PFAS designation under CERCLA, witnesses, other than EWG, noted that the agency action is unprecedented and that it should have relied on the Resource Conservation and Recovery Act to address clean-ups as the foundation of any response. They further noted that the appropriate process should

have first listed PFAS as a hazardous constituent and then proceed to determine if it is a hazardous waste and then determine if it should be a hazardous substance under CERCLA.

- Committee was also put on notice that should PFAS designation be finalized, it would likely limit management options for disposal as the potential liability in accepting waste such as residuals would become too risky and ultimately lead to disposal of residuals in hazardous waste sites, increasing costs and creating a capacity issue.
- Congressional Research Service validated the concerns from the wastewater/water sector that USEPA had taken a novel approach to listing PFAS under CERCLA, and this seemed to buttress committee members' concerns about how USEPA could justify the listing approach.
- Committee members on a bipartisan basis emphasized that a bipartisan agreement must be reached on the issue before the committee could consider legislation.

Impact of Hearing on OC San Interests

OC San has advocated for liability protections from any PFAS hazardous substance designation under CERCLA, including letters to the committee on the importance of protecting passive receivers like OC San. The hearing vividly illustrate and refuted the assertions of the NGO community that EPA's use of its enforcement authority on a discretionary basis is not a viable solution to avoid innocent parties like OC San from becoming ensnared in the CERCLA liability net. OC San's concerns that CERCLA PFAS designation would lead to the loss of approved biosolids management techniques simply because of potential liability exposure was also forcefully demonstrated. Last, Senators' statements on the need to invest in new destruction technologies through federal assistance would appear to support OC San's commitment to identify and demonstrate such technologies.

In the final analysis, the hearing witnesses delivered a cogent argument that Congress must address the liability protection needs of the wastewater and water sectors.

• *USEPA Preparing to Issue Final PFAS Rule*

USEPA's finalization of rules establishing drinking water standards and designating PFAS chemicals as hazardous substances under CERCLA continue. It appears that on or about April 15, the drinking water standard (Maximum Contaminant Level) will be published in final. We anticipate litigation from the water sector challenging the science relied upon by EPA to set the 4PPT level of the standard.

The designation of PFAS as a hazardous substance under CERCLA remains under development. However, the EPA is expected to publish a final rule in April unless Congress signals a desire to delay the rule while it works on a legislative fix to passive receivers' concerns.

Last, EPA has issued a request for public comments on a proposal to identify PFAS as hazardous constituents. This effort could lead to EPA formally identifying PFAS as a hazardous waste and subsequently a possible hazardous substance under CERCLA. The logic of this rulemaking lies in the fact that if the current PFAS designation under CERCLA is successfully litigated, due to EPA's failure to first identify PFAS as hazardous constituents and wastes, then a second approach would be in process that could lead to designation.

- ***PFAS Technology Guidance***

EPA is expected to publish new guidance on PFAS destruction technology priorities. Instead of dictating technologies, the agency is anticipated to allow industry to design and develop treatment and destruction technologies that could advance the management of PFAS chemicals.

Federal Legislative Report - April 2024

Last Updated: April 03, 2024

Bills by Issue

Priority: High (6)

Bill Number	Last Action	Status	Position	Priority
HR 1181	Referred To The Subcommittee On Water Resources And Environment 2023 02 27	In House	Monitor	High
Title To amend the Federal Water Pollution Control Act with respect to permitting terms, and for other purposes.		Bill Summary: Last edited by Sarah Sapirstein at Apr 3, 2024, 6:52 PM H.R. 1181 would provide state permitting authorities to issue ten year NPDES permits to publicly owned wastewater treatment agencies. The authority would not extend to privately owned treatment facilities such as industrial dischargers. The bill was unanimously adopted as an amendment to H.R. 7023 on the House floor. The House passed H.R. 7023 on a vote of 213-205 and it has been referred to the Senate Committee on Environment and Public Works.		
Description This bill extends the maximum term for certain permits issued under the National Pollutant Discharge Elimination System (NPDES) program. Specifically, the bill extends the maximum term for NPDES permits issued to states or municipalities from 5 to 10 years. Under the program, the Environmental Protection Agency issues permits to discharge pollutants from point sources, such as pipes, into waters of the United States.		Introduction Date: 2023-02-24		
Primary Sponsors John Garamendi				

Bill Number	Last Action	Status	Position	Priority
HR 2964	Ordered To Be Reported Amended By The Yeas And Nays 42 0 2023 12 06	In House	Monitor	High
Title WIPPES Act		Bill Summary: Last edited by Sarah Sapirstein at Jan 4, 2024, 9:37 PM Directs the Federal Trade Commission, in consultation with the Environmental Protection Agency, Commissioner of Food and Drugs, and the Consumer Product Safety Commission (as appropriate depending on the type of covered product involved) to issue "Do Not Flush" labeling requirements for nonflushable wipes, including baby wipes, household wipes, disinfecting wipes and personal care wipes. The requirements mirror California's labeling law and has the support from the wipes industry, national clean water sector, civil engineers, and environment advocates. Companion Senate bill: S. 1350.		
Primary Sponsors Lisa McClain		Introduction Date: 2023-04-27		

Bill Number	Last Action	Status	Position	Priority
HR 7194	Referred To The Subcommittee On Environment Manufacturing And Critical Materials 2024 02 02	In House	Monitor	High
Title PFAS Accountability Act of 2024		Bill Summary: Last edited by Eric Sapirstein at Feb 20, 2024, 5:46 PM H.R. 7194 would create a cause of action under the Toxics Substances Control Act to allow a citizen or class of citizens to litigate against a manufacturer of PFAS that improperly discharged PFAS into the environment and created a public health impact. Companion legislation in the Senate: S. 3725. Sponsor: Rep. Madeline Dean (D-NH)		
Primary Sponsors Madeleine Dean		Introduction Date: 2024-02-01		

Bill Number	Last Action	Status	Position	Priority
S 1350	Read Twice And Referred To The Committee On Commerce Science And Transportation 2023 04 27	In Senate	Monitor	High
Title WIPPES Act		Bill Summary: Last edited by Sarah Sapirstein at Jan 4, 2024, 9:38 PM Directs the Federal Trade Commission, in consultation with the Environmental Protection Agency, Commissioner of Food and Drugs, and the Consumer Product Safety Commission (as appropriate depending on the type of covered product involved) to issue “Do Not Flush” labeling requirements for nonflushable wipes, including baby wipes, household wipes, disinfecting wipes and personal care wipes. The requirements mirror California's labeling law and has the support from the wipes industry, national clean water sector, civil engineers, and environment advocates. Companion House bill: H.R. 2964.		
Primary Sponsors Jeff Merkley		Introduction Date: 2023-04-27		

Bill Number	Last Action	Status	Position	Priority
S 1430	Read Twice And Referred To The Committee On Environment And Public Works 2023 05 03	In Senate	None	High
Title Water Systems PFAS Liability Protection Act		Bill Summary: Last edited by Eric Sapirstein at Mar 28, 2024, 8:47 PM S. 1430 would provide a limited CERCLA liability (section 107) exemption for PFAS family of chemicals for water and wastewater agencies. S. 1430 would not exempt an agency from liability in cases of gross negligence.		
Description Water Systems PFAS Liability Protection Act This bill exempts specified water management entities from liability under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) for releases of certain perfluoroalkyl or polyfluoroalkyl substances, commonly referred to as PFAS. Specifically, the entities covered under the bill are public water systems, publicly or privately owned or operated treatment works, municipalities with a stormwater discharge permit, political subdivisions or special districts of a state that act as a wholesale water agency, and contractors performing the management or disposal activities for such entities. Under the bill, the exemption only applies if a specified entity transports, treats, disposes of, or arranges for the transport, treatment or disposal of PFAS consistent with applicable laws and during and following the conveyance or treatment of water under federal or state law, such as through the management or disposal of biosolids consistent with the Federal Water Pollution Control Act. Liability for damages or costs associated with the release of certain PFAS must not be precluded if an entity acted with gross negligence or willful misconduct.		Introduction Date: 2023-05-03		
Primary Sponsors Cynthia Lummis				

Bill Number	Last Action	Status	Position	Priority
S 2162	Committee On Energy And Natural Resources Subcommittee On Water And Power Hearings Held 2023 07 19	In Senate	Monitor	High
Title STREAM Act		Bill Summary: Last edited by Eric Sapirstein at Feb 20, 2024, 5:49 PM S. 2162 renews expiring provisions of the WIIN Act. It would increase funding authorizations for surface and groundwater storage projects, water recycling, desalination, and ecosystem restoration projects. Among the changes that would be authorized would be priorities for water supply projects that include enhanced public benefits (fisheries, wildlife and disadvantage communities drinking water reliability). It would also provide for enhanced water transfers to support temporary fallowing of agriculture lands to support wildlife habitats. (BILL PROVISIONS LIKELY TO INCORPORATED INTO LARGER WESTERN WATER LEGISLATION) No Sponsor at the writing		
Primary Sponsors Dianne Feinstein		Introduction Date: 2023-06-22		

Priority: Medium (1)

Bill Number HR 250	Last Action Referred To The Subcommittee On Water Resources And Environment 2023 02 01	Status In House	Position Monitor	Priority Medium
Title Clean Water SRF Parity Act		Bill Summary: Last edited by David French at Jan 23, 2023, 3:54 PM Amends eligibility provisions for the Federal Water Pollution Control Act's Clean Water State Revolving Fund so that all wastewater customers have the ability to benefit from the program's low-interest loans. Supported by NAWCA Also introduce in 117th Congress - No Action		
Description Clean Water SRF Parity Act This bill expands the state revolving fund established under the Clean Water Act, including by allowing low-interest loans to be given to privately owned treatment works to address wastewater. Currently, loans are given to wastewater systems that are publicly owned.		Introduction Date: 2023-01-10		
Primary Sponsors John Garamendi				

Priority: Low (2)

Bill Number HR 1729	Last Action Referred To The Subcommittee On Commodity Markets Digital Assets And Rural Development 2023 04 25	Status In House	Position Monitor	Priority Low
Title Water Affordability, Transparency, Equity, and Reliability Act of 2023		Bill Summary: Last edited by Eric Sapirstein at Feb 20, 2024, 5:55 PM Sponsor: Rep. Bonnie Coleman D-NJ Co-Sponsor: Rep. Katie Porter D-CA		
Description Water Affordability, Transparency, Equity, and Reliability Act of 2023 This bill increases funding for water infrastructure, including funding for several programs related to controlling water pollution or protecting drinking water. Specifically, it establishes a Water Affordability, Transparency, Equity, and Reliability Trust Fund. The fund may be used for specified grant programs. The bill increases the corporate income tax rate to 24.5% to provide revenues for the fund. In addition, the bill revises requirements concerning the clean water state revolving fund (SRF) and the drinking water SRF, including by prohibiting states from providing financial assistance using amounts from the clean water SRF for projects that will provide substantial direct benefits to new communities other than projects for constructing an advanced decentralized wastewater system. It also creates or reauthorizes several grant programs related to water infrastructure, such as grants for removing lead from drinking water.		Introduction Date: 2023-03-22		
Primary Sponsors Bonnie Watson Coleman				

Bill Number	Last Action	Status	Position	Priority
S 938	Read Twice And Referred To The Committee On Finance 2023 03 22	In Senate	Monitor	Low
Title Water Affordability, Transparency, Equity, and Reliability Act of 2023		Bill Summary: Last edited by Eric Sapirstein at Feb 20, 2024, 5:56 PM S. 938 would establish a \$35 billion trust fund to support the construction of water and wastewater treatment systems. Funding would be derived from an increase in the corporate tax rate. The bill also imposes requirements for Department of Justice and USEPA to carryout activities to determine whether water and wastewater operators discriminate in the provision of services. USEPA must also investigate the impact of rates on service cut-offs. Additional provisions would address use of assistance to promote regionalization of systems and limitations on the use of federal assistance to support projects that address growth. The bill enjoys 500 NGO organizational support. It has five cosponsors. Sponsor: Sen. Bernie Sanders I-VT		
Description Water Affordability, Transparency, Equity, and Reliability Act of 2023 This bill increases funding for water infrastructure to control water pollution or protect drinking water. Specifically, it establishes a Water Affordability, Transparency, Equity, and Reliability Trust Fund. The fund may be used for specified grant programs. The bill increases the corporate income tax rate to 24.5% to provide revenues for the fund. In addition, the bill revises requirements concerning the clean water state revolving fund (SRF) and the drinking water SRF, including by prohibiting states from providing financial assistance using amounts from the clean water SRF for projects that will provide substantial direct benefits to new communities other than projects for constructing an advanced decentralized wastewater system. It also creates or reauthorizes several grant programs related to water infrastructure, such as grants for removing lead from drinking water.		Introduction Date: 2023-03-22		
Primary Sponsors Bernie Sanders				

Priority: None (2)

Bill Number	Last Action	Status	Position	Priority
HR 1837	Referred To The House Committee On Ways And Means 2023 03 28	In House	None	None
Title Investing in Our Communities Act		Bill Summary: Last edited by Sarah Sapirstein at Apr 5, 2023, 4:08 PM Legislation restores tax-exempt advance refunding for municipal bonds to allow states and local governments to more efficiently invest in projects.		
Description Investing in Our Communities Act This bill reinstates the exclusion from gross income for interest on certain bonds issued to advance the refunding of a prior bond issue. The exclusion was repealed for bonds issued after 2017.		Introduction Date: 2023-03-28		
Primary Sponsors David Kustoff				

Bill Number
S 115

Last Action
**Read Twice And Referred To The
Committee On Environment And Public
Works 2023 01 26**

Status
In Senate

Position
Monitor

Priority
None

Title

Clean Water Allotment Modernization Act of 2023

Description

Clean Water Allotment Modernization Act of 2023 This bill revises the formula the Environmental Protection Agency (EPA) uses to determine how to distribute funds from the Clean Water State Revolving Fund (SRF) program. Under the program, the EPA allocates funding to states for water quality infrastructure projects, such as wastewater systems and stormwater management projects. In FY2024-FY2028, the EPA must provide an initial allotment to each state that is equal to the amount the state received in FY2023. The EPA must also provide an additional allotment to each state that is based on its share of the U.S. population. In FY2029 and each subsequent fiscal year, the EPA must use an updated allotment formula, which is based on the needs of states as identified in the most recently available clean watersheds needs survey. Beginning in FY2024, the formula must also provide allotments for Indian tribes and territories. In addition, the formula must provide an allotment for EPA's oversight of SRF projects to ensure they use American iron and steel.

Primary Sponsors

Marco Rubio

Bill Summary: Last edited by Eric Sapirstein at Apr 29, 2023, 9:02 PM

Provides for a set aside from Clean Water SRF appropriations to conduct Buy America oversight compliance, establishes that each state's allotment must be at the same level as FY 23 during FY 24-28 and additional allotments based on percent of state population to the nation. FY 29 and beyond allotments to be determined by new formula based upon Clean Water Needs Survey.

Introduction Date: 2023-01-26

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MEMORANDUM

To: Orange County Sanitation District
From: Townsend Public Affairs
Date: April 4, 2024
Subject: State Legislative Monthly Report

STATE LEGISLATIVE UPDATES

The month of March continued with the Legislature’s quick pace of considering and amending legislation to ensure bills progressed through their first house. In addition to the growing momentum of legislative progress within the Legislature, March featured numerous developments related to addressing priority issues such as the State Budget, retail theft, and affordability in the utility sector. The Legislature also observed its Spring Recess from March 22 – March 29 and returned to Sacramento on April 1.

March featured numerous policy committees and robust agendas for bill considerations. This pace will continue through April and May before bills cross over to their second house by the May 24 legislative deadline. The Legislature will shift its focus once again to the budget process in May, which marks the release of the Governor’s “May Revision” of the January budget proposal, followed by the constitutional deadline of July 1 wherein the Governor must sign a budget bill into law.

In addition to policy committee events, March saw several bill amendments. With the bill introduction deadline on February 16, the Legislature introduced 1,520 Assembly Bills and 639 Senate Bills, for a total of 2,159 bills. In addition, there are 397 combined Assembly and Senate “2-year bills” that were introduced in 2023, which have been able to resume the legislative process since January 2024.

State Budget Update—Senate Releases Early Action Plan

On March 14, the Senate released its [budget priorities](#) document, which overviews their proposed amendments to the Governor’s January budget proposal. The priority document is titled “Protect our Progress,” and serves as an important benchmark for the negotiations between the Governor’s Administration, the Assembly, and the Senate on how each stakeholder would like to see the State’s spending plan for the fiscal year implemented. Since the release of the Governor’s January Budget proposal, which outlined a \$38 billion projected shortfall, the Legislative Analyst Office (LAO) has reported the problem could grow by an additional \$15 billion, which would take the shortfall to \$53 billion. The May Revision of the January Budget Proposal which will incorporate April tax receipts and revenue returns data will provide a more precise number, which could range from lower than \$38 billion to higher than \$53 billion.

These conversations and budget negotiations are particularly **relevant to OC San** because of the impacts they can have on priority pots of funding from the State or on the likelihood of Member directed spending from the Budget.

The Senate report suggests that the Legislature could enhance the management of the shortfall by promptly implementing several billion dollars' worth of proposed solutions. To be precise, the adoption of \$17.1 billion in solutions, aligned with the Governor's proposal for a partial utilization of the Rainy-Day Fund, constitutes Step 1 of the Senate's Protect Our Progress 2024 budget plan, achieving the following objectives:

- “Shrinks the Shortfall” from a projected \$38-\$53 billion to a more manageable \$9-24 billion.
- Positions the Legislature and the Governor to best protect progress by maximizing the time and energy spent focusing on the most challenging solutions to close the remaining budget shortfall during the critical time leading up to the June 15 constitutional deadline for the Legislature to pass the Budget Bill.

Step 2 of the Senate’s Protect Our Progress 2024 budget plan, is anticipated to be released later in the Spring and will provide a comprehensive proposal for a balanced, responsible budget that protects core programs and services. The release of the priority outline document will soon be complemented by the Assembly’s priorities, which will eventually be incorporated into the Legislature’s official budget proposal bill following negotiations between both houses.

On March 20, Governor Newsom and Senate Pro Tem McGuire reached a tentative compromise to help close the current budget shortfall. Currently, no official language has been released, however, a compromise is anticipated to address the current shortfall with cost savings of between \$12-18 billion.

California Water Supply Conditions

In recent years, Spring has generally marked the end of California's rainy season. Spring also marks a pivotal time of year for water managers in the State to record snow levels in the Sierra Nevada. This year, water reservoirs are marginally surpassing the average levels at the Sierra Nevada and the Colorado River Basin, which are pivotal reservoirs of water.

Additionally, this year marks an anomaly; despite prolonged drought and occasional heavy floods during the winter, the Sierra snowpack is currently reporting average levels. By comparison, this time last year Sierra snowpack hovered around 230 percent of average, replacing a dismal year of just 35 percent the year before.

The National Weather Service has issued a winter storm warning for the Sierra for early April, forecasting approximately one to two feet of snow. A relatively normal snowpack is a good sign and helps water managers plan effectively for water deliveries in the upcoming year. **Particularly of an interest to OC San**, a strong snowpack likely suggests more water deliveries to Southern California and a decreased likelihood of mandatory reductions or conservations orders that can impact OC San operations.

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
Proposed Legislation 2024						
High Priority						
AB 805	Arambula [D]	Authorizes the State Water Resources Control Board (State Water Board) to require a sewer service provider—for a sewer system that has the reasonable potential to cause a violation of water quality objectives; impair present or future beneficial uses of water; or cause pollution, nuisance, or contamination of waters of the state—to contract with an administrator designated or approved by the State Water Board.	Currently in the Senate Rules Committee	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - Work With Author CSDA - Oppose ACWA - Not Favor
AB 1567	E. Garcia [D]	Would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, Clean Energy, and Workforce Development Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,995,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, clean energy, and workforce development programs.	Referred to the Senate Natural Resources and Water Committee and the Senate Governance and Finance Committee	Watch	Guiding Priorities: Obtain financial assistance for OC San projects through grants, loans, and legislative directed funding.	ACC-OC - NYC LOCC - Support if Amended CASA - Support if Amended CSDA - Support if Amended ACWA - Support if Amended
AB 1820	Schiavo [D]	Current law requires a housing development project be subject only to the ordinances, policies, and standards adopted and in effect when the preliminary application was submitted. This bill would authorize a development proponent that submits a preliminary application for a housing development project to request a preliminary fee and exaction estimate, as defined, and would require the local agency to provide the estimate within 20 business days of the submission of the preliminary application. For development fees imposed by an agency other than a city or county, the bill would require the development proponent to request the preliminary fee and exaction estimate from the agency that imposes the fee.	Will be heard in the Assembly Housing and Community Development Committee on April 10	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Oppose ACWA - Oppose Unless Amended
AB 2257	Wilson [D]	This bill would prohibit, if a local agency complies with specified procedures, a person or entity from bringing a judicial action or proceeding alleging noncompliance with the constitutional provisions for any new, increased, or extended fee or assessment, as defined, unless that person or entity has timely submitted to the local agency a written objection to that fee or assessment that specifies the grounds for alleging noncompliance, as specified. This bill would provide that local agency responses to the timely submitted written objections shall go to the weight of the evidence supporting the agency's compliance with the substantive limitations on fees and assessments imposed by the constitutional provisions.	Introduced	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - Support CSDA - Support ACWA - Sponsor

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
AB 2515	Papan [D]	This bill would similarly prohibit any person from selling in the state any menstrual products that contain regulated PFAS, as defined. The bill would require, no later than January 1, 2027, the Department of Toxic Substances Control (DTSC), in consultation with the State Department of Public Health, to identify and assess the hazards of chemicals or chemical classes that can provide the same or similar function in menstrual products as regulated PFAS and that can impact vulnerable populations and to make this information publicly available on the DTSC's internet website.	Introduced	Support	State Priorities: Monitor state legislation as well as State Water Resources Control Board (SWRCB) regulatory activity related to PFAS.	ACC-OC - NYC LOCC - NYC CASA - Support CSDA - Watch ACWA - NYC
AB 2626	Dixon [D]	This bill would extend the compliance dates for local government set forth in the Advanced Clean Fleets Regulation by 10 years. The bill would prohibit the state board from taking enforcement action against a local government for violating the Advanced Clean Fleets Regulation if the alleged violation occurs before January 1, 2025.	Referred to the Assembly Transportation Committee and the Assembly Natural Resources Committee	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Support ACWA - NYC
AB 2735	Rubio [D]	This bill would authorize a public utility, as defined, to enter into a joint powers agreement with a public agency for the purpose of jointly exercising any power common to the contracting parties. The bill would also authorize a public utility and one or more public agencies to provide insurance, as specified, by a joint powers agreement. The bill would also authorize a public utility and one or more public agencies to enter into a joint powers agreement for the purposes of risk-pooling, as specified.	Will be heard in the Assembly Insurance Committee on April 17	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - NYC ACWA - Watch
AB 2761	Hart [D]	This bill would enact the Reducing Toxics in Packaging Act, which would prohibit, beginning January 1, 2026, a person from manufacturing, selling, offering for sale, or distributing in the state plastic packaging that contains certain chemicals, as specified. The bill would exclude from that prohibition packaging used for certain medical, drug, and federally regulated products. The bill would authorize the imposition of a civil penalty for a violation of that prohibition, as specified.	Will be heard in the Assembly Environmental Safety and Toxic Materials Committee on April 9	Watch	State Priorities: Support legislation or regulations that restrict the use of microplastics and chemicals of emerging concern in any product that is disposed of through the sewer system.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Watch ACWA - NYC
AB 2894	Gallagher [D]	Spot Bill related to Indoor Residential Water Use	Introduced	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Watch ACWA - NYC

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
AB 3073	Haney [D]	Would require the State Department of Public Health, in consultation with participating wastewater treatment facilities, local public health agencies, and other subject matter experts, to create a pilot program to test for high-risk substances and related treatment medications in wastewater. Under the bill, the goal of the program would be to determine how wastewater data can be used by state and local public health programs to address substance abuse in California. The bill would require the department to develop a list of target substances to be analyzed during the program that may include cocaine, fentanyl, methamphetamine, xylazine, methadone, buprenorphine, and naloxone. The bill would require the department, on or before July 1, 2025, to solicit voluntary participation from local public health agencies and wastewater treatment facilities, as specified. The bill would require the department to work with the participating agencies and facilities to collect samples and to arrange for those samples to be tested by qualified laboratories. The bill would require the department, in consultation with public health agencies and subject matter experts, to analyze test results to determine possible public health interventions.	Will be heard in the Assembly Environmental Safety and Toxic Materials Committee on April 9	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - Support, if amended CSDA - Oppose Unless Amended ACWA - Watch
ACA 2	Alanis [R]	Would establish the Water and Wildfire Resiliency Fund within the State Treasury, and would require the Treasurer to annually transfer an amount equal to 3% of all state revenues that may be appropriated as described from the General Fund to the Water and Wildfire Resiliency Fund. The measure would require the moneys in the fund to be appropriated by the Legislature and would require that 50% of the moneys in the fund be used for water projects, as specified, and that the other 50% of the moneys in the fund be used for forest maintenance and health projects, as specified.	Referred to the Assembly Water, Parks, and Wildlife Committee and the Assembly Natural Resources Committee	Watch	Guiding Priorities: Obtain financial assistance for OC San projects through grants, loans, and legislative directed funding.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Watch ACWA - NYC
SB 867	Allen [D]	Would enact the Drought, Flood, and Water Resilience, Wildfire and Forest Resilience, Coastal Resilience, Extreme Heat Mitigation, Biodiversity and Nature-Based Climate Solutions, Climate Smart Agriculture, Park Creation and Outdoor Access, and Clean Energy Bond Act of 2024, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$15,500,000,000 pursuant to the State General Obligation Bond Law to finance projects for drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate smart agriculture, park creation and outdoor access, and clean energy programs.	Currently in the Assembly Natural Resources Committee	Watch	Guiding Priorities: Obtain financial assistance for OC San projects through grants, loans, and legislative directed funding.	ACC-OC - NYC LOCC - Support if Amended CASA - Support if Amended CSDA - Support if Amended ACWA - Support if Amended

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
SB 903	Skinner [D]	This bill would, beginning January 1, 2030, prohibit a person from distributing, selling, or offering for sale a product that contains intentionally added PFAS, as defined, unless the Department of Toxic Substances Control has made a determination that the use of PFAS in the product is a currently unavoidable use, the prohibition is preempted by federal law, or the product is used. The bill would specify the criteria and procedures for determining whether the use of PFAS in a product is a currently unavoidable use, for renewing that determination, and for revoking that determination. The bill would require the department to maintain on its internet website a list of each determination of currently unavoidable use, when each determination expires, and the products and uses that are exempt from the prohibition. The bill would impose a civil penalty for a violation of the prohibition, as specified.	Passed the Senate Environmental Quality Committee and will be heard in the Senate Judiciary Committee	Support	State Priorities: Monitor state legislation as well as State Water Resources Control Board (SWRCB) regulatory activity related to PFAS.	ACC-OC - NYC LOCC - Support CASA - Sponsor CSDA - Watch ACWA - Favor
SB 937	Wiener [D]	The Planning and Zoning Law requires each county and each city to adopt a comprehensive, long-term general plan for its physical development, and the development of specified land outside its boundaries, that includes, among other mandatory elements, a housing element. Existing law extended by 18 months the period for the expiration, effectuation, or utilization of a housing entitlement, as defined, that was issued before, and was in effect on, March 4, 2020, and that would expire before December 31, 2021, except as specified. Existing law provides that if the state or a local agency extended the otherwise applicable time for the expiration, effectuation, or utilization of a housing entitlement for not less than 18 months, as specified, that housing entitlement would not be extended an additional 18 months pursuant to these provisions. This bill would extend by 24 months the period for the expiration, effectuation, or utilization of a housing entitlement, as defined, that was issued before January 1, 2024, and that will expire before December 31, 2025, except as specified. The bill would toll this 24-month extension during any time that the housing entitlement is the subject of a legal challenge.	Referred to the Senate Housing Committee	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - NYC CSDA - Oppose Unless Amended ACWA - Oppose Unless Amended
SB 1034	Seyarto [R]	This bill would revise the unusual circumstances under which the time limit may be extended to include the need to search for, collect, appropriately examine, and copy records during a state of emergency proclaimed by the Governor when the state of emergency has affected the agency's ability to timely respond to requests due to decreased staffing or closure of the agency's facilities.	Passed the Senate Judiciary Committee and will be heard in the Senate Appropriations Committee	Support	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - Support CASA - Watch CSDA - Support ACWA - Favor

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
SB 1072	Padilla [D]	This bill would require, if a property-related fee or charge creates revenues in excess of the local government's reasonable cost of providing the specific benefit or specific government service, that the excess revenues be used only to reduce the subsequently adopted and following property-related fee or charge. The bill would declare that this provision is declaratory of existing law.	Introduced	Support	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - Support CSDA - Support ACWA - Favor
SB 1147	Portantino [D]	Would require, among other things, the Office of Environmental Health Hazard Assessment (OEHHA) to study the health impacts of microplastics in drinking water, including bottled water, in order to evaluate and identify safe and unsafe levels of microplastics in those types of water, and, on or before January 1, 2026, to develop and deliver to the State Water Resources Control Board, among other things, public health standards and goals for a safe level of microplastics in those waters. The bill would require the state board, on or before January 1, 2028, to adopt and implement those public health standards and goals developed and delivered by OEHHA, and to provide those public health standards and goals to local water agencies, along with other specified information provided by OEHHA. The bill would also require the state board to establish testing and reporting requirements for an annual testing of microplastics in bottled water sold in or into this state, as specified.	Will be heard in the Senate Environmental Quality Committee on April 17	Watch	Legislative and Regulatory Policies: Source Control - Support legislation and/or regulations that restrict the use of microplastics and chemicals of emerging concern in any product that is disposed of through the sanitary sewer system.	ACC-OC - NYC LOCC - NYC CASA - Oppose Unless Amended CSDA - Oppose Unless Amended ACWA - Oppose Unless Amended
SB 1210	Skinner [D]	The California Constitution establishes the Public Utilities Commission, with jurisdiction over all public utilities. Current law defines the term "public utility" for certain purposes to include, among other corporations, every gas corporation, electrical corporation, water corporation, and sewer system corporation, where the service is performed for, or the commodity is delivered to, the public or any portion thereof. This bill would, for new housing construction, prohibit a connection, capacity, or other point of connection charge from a public utility, as defined, or a special district, including a municipal utility district, for electrical, gas, sewer, or water service from exceeding 1% of the reported building permit value of that housing unit. The bill would require a public utility or special district to issue an above-described charge over a period of at least 10 years commencing on the date when the housing unit is first occupied, as specified. The bill would require a public utility or special district to publicly report on its internet website the amount of any charge issued each year pursuant the above-described provision by the housing unit's address.	Passed the Senate Energy Utilities and Communications Committee, will be heard next in the Senate Local Government Committee	Oppose	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - NYC CASA - Oppose CSDA - Oppose ACWA - Oppose
SB 1266	Limon [D]	Prohibits, commencing January 1, 2025, a person from manufacturing, selling, or distributing in commerce, any children's feeding product, children's sucking product, or children's teething product that contains perfluoroalkyl and polyfluoroalkyl substances (PFAS) or any form of bisphenol unless the use is a temporarily essential chemical, as defined.	Passed the Senate Environmental Quality Committee and will be heard in the Senate Health Committee	Watch	State Priorities: Monitor state legislation as well as State Water Resources Control Board (SWRCB) regulatory activity related to PFAS.	ACC-OC - NYC LOCC - NYC CASA - Watch CSDA - NYC ACWA - NYC

**OC San
State
Bills of Interest**

BILL	AUTHOR	SUMMARY	LATEST ACTION	OC SAN POSITION	LEGISLATIVE PLAN	OTHER POSITIONS
SB 1393	Niello [R]	This bill would require the state board to establish the Advanced Clean Fleets Regulation Appeals Advisory Committee by an unspecified date for purposes of reviewing appeals of denied requests for exemptions from the requirements of the Advanced Clean Fleets Regulation. The bill would require the committee to include representatives of specified state agencies, other state and local government representatives, and representatives of private fleet owners, the electric vehicle manufacturing industry, and electrical corporations, as provided. The bill would require the committee to meet monthly and would require recordings of its meetings to be made publicly available on the state board's internet website. The bill would require the committee to consider, and make a recommendation on, an appeal of an exemption request denial no later than 60 days after the appeal is made.	Failed to pass Senate Environmental Quality Committee.	Watch	Legislative and Regulatory Policies: Special Districts - Oppose further state regulations that adversely impact special district financing, operations, and administration.	ACC-OC - NYC LOCC - Support CASA - NYC CSDA - Support ACWA - NYC

Legend:

ACC-OC - Association of California Cities, Orange County

LOCC - League of California Cities

NYC - Not Yet Considered

CASA - California Association of Sanitation Agencies

ACWA - Association of California Water Agencies

CSDA - California Special Districts Association

March 12, 2024

The Honorable Tom Carper, Chairman
The Honorable Shelley Moore Capito, Ranking Member
Committee on Environment and Public Works
United States Senate
Washington, DC 20510

Dear Chairman Carper and Ranking Member Capito:

As the Committee on Environment and Public Works considers the critical need to address passive receiver liability for per- and polyfluoroalkyl substances (PFAS) cleanup under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Orange County Sanitation District (OC San) believes the committee must amend CERCLA. This will ensure clean water agencies like OC San are provided protections from frivolous and unwarranted litigation. Our request is consistent with past congressional actions that delivered such protections to preclude the use of CERCLA liability to cast a net of liability over innocent, passive receivers.

We generally support USEPA's efforts to eliminate and clean-up sites contaminated by perfluorooctanoic acid (PFOA), perfluorooctane Sulfonate (PFOS), and other PFAS. However, such efforts must recognize that utilities do not use, manufacture, or sell these compounds. Rather, chemical and product manufacturers create and sell these compounds that result in discharges to clean water systems. As part of our role in protecting public health and the environment through treatment of wastewater influent, PFAS and other constituents are concentrated, and then appropriately disposed of via wastewater effluent and/or biosolids. This process is accomplished consistent with all applicable laws, including the Clean Water Act.

The USEPA has signaled that it intends to employ "enforcement discretion" and not pursue CERCLA cleanup liability against drinking water and wastewater systems related to PFAS. However, this does not protect water and wastewater systems against CERCLA claims filed by third parties, nor does it prevent polluters from entangling local agencies in CERCLA litigation or actions by employing the "joint and several" CERCLA liability regime to attempt to offload their cleanup responsibility onto our ratepayers. Without guardrails to protect water and wastewater agencies (and by extension, the public ratepayers we serve), the CERCLA hazardous substances designation would divert limited public resources to defend against such litigation.

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Moreover, subjecting ratepayers to polluter and third-party initiated CERCLA litigation directly conflicts with the “polluter pays” principle at the core of CERCLA. Ultimately, without a passive receiver’s exemption, CERCLA designation will result in increased water and wastewater rates nationwide, and financially burden local governments that were not responsible for the manufacture and sale of these chemicals. Congress must develop and pass liability protections to protect water systems and their ratepayers against these claims.

On behalf of OC San, we urge you to protect water and wastewater system ratepayers nationwide by providing clear and targeted liability protections for passive receivers that appropriately handle and dispose of PFAS.

If you have any questions, please do not hesitate to contact Jennifer Cabral, OC San Administration Manager, at (714) 593-7581 or via mail at JCabral@ocsan.gov.

Sincerely,



Chad P. Wanke
Board Chairman

March 5, 2024

The Honorable Kelly Seyarto
California State Senate
1021 O Street, Suite 7120
Sacramento, CA 95814

RE: SB 1034 (Seyarto): California Public Records Act: State of Emergency
Orange County Sanitation District – Support

Dear Senator Seyarto,

On behalf of the Orange County Sanitation District (OC San), I am writing today to support Senate Bill (SB) 1034. This bill adds a clause to the “unusual circumstances” definition pertaining to a request of the California Public Records Act (CPRA). If the Governor proclaims a state of emergency, this qualifies as an “unusual circumstance” as defined in SB 1034, which extends the response time for a public records request to no more than 14 additional days.

A state of emergency can affect state and local agencies’ ability to timely respond to CPRA requests due to decreased staffing or closure of the agency’s facilities. Additionally, difficulties can include a combination of resource constraints, logistical hurdles, safety concerns, and the need to prioritize immediate needs. SB 1034 allows for an extension to the existing law which requires agencies to respond within 10 days of receiving the request, as the state of emergency proclaimed by the Governor falls under an “unusual circumstance”. The agency would now have an extension of not more than 14 days to respond. With an extension during a state of emergency, this will allow agencies to prioritize urgent and life-threatening situations, instead of allocating resources to stay within CPRA compliance.

SB 1034 allows agencies to focus on keeping their communities safe during a state of emergency. During a state of emergency, agencies may face a surge in demand for their services while simultaneously experiencing resource constraints. These constraints can include shortages in staffing, equipment, and supplies, and immediate safety concerns, making it difficult to promptly respond to public record requests to stay within the compliance period. SB 1034 allows agencies to focus on keeping their communities safe in a state of emergency.

OC San applauds your leadership on this issue and is honored to support SB 1034. If you have any questions, please do not hesitate to contact Jennifer Cabral, Administration Manager, at (714) 593-7581 or via mail at JCabral@ocsan.gov.

Sincerely,



Chad P. Wanke
Board Chairman

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www.ocsan.gov

March 22, 2024

Chairperson Isaac Bryan
Assembly Committee on Natural Resources
1020 N Street, Room 164
Sacramento, CA 95814
(916) 319-2092

Re: AB 2626 Advanced Clean Fleets regulations: local governments (Dixon) – SUPPORT

Dear Chairperson Bryan:

The Orange County Sanitation District (OC San) supports Assembly Bill (AB) 2626. As you know California's local governments are facing challenges in attempts to meet the propagated California Air Resources Board (CARB) compliance standards and dates associated with State mandates to convert fleets to zero-emission vehicles (ZEV). Generally, local governments support the State's goal of making efforts to mitigate climate change.

If passed, AB 2626 will address near-term challenges for local governments through a 10-year extension for compliance with the ZEV mandates. This would allow the industry to improve electric vehicle and battery technologies along with manufacturing the volume of vehicles necessary to outfit the fleets of nearly 500 cities, 58 counties, and thousands of special districts in California.

AB 2626 seeks a more practical approach to compliance with the current ZEV regulations established by CARB to provide time for local governments to partner with private industry to address the issues of availability, cost, and operational impacts.

If you have any questions, please do not hesitate to contact Jennifer Cabral, OC San Administration Manager, at (714) 593-7581 or via mail at JCabral@ocsan.gov.

Sincerely,

Chad P. Wanke
Board Chairman

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April 8, 2024

The Honorable Nancy Skinner
California State Senate
1021 O Street, Room 8630
Sacramento, CA 95814

Re: Senate Bill (SB) 1210 (Skinner) - Oppose

Dear Senator Skinner:

On behalf of the Orange County Sanitation District (OC San), that provides wastewater collection, treatment, and recycling for approximately 2.6 million people in central and northwest Orange County, I write to express our opposition to SB 1210.

As you are aware, SB 1210 would prohibit a connection fee or capacity charge for water, sewer, and electrical services from exceeding one percent of the reported building permit value for that housing unit. Capacity charges are assessed on the customer to cover the cost of maintaining or constructing infrastructure necessary to meet the additional sewer demand from connections, such as constructing a new wastewater treatment facility.

Capacity charges also fund the costs of developing new supply necessary to service additional demand. These fees are highly regulated under Proposition 26 and the Mitigation Fee Act. These laws require fees to be justified, reasonable, and proportionate to the services provided, and they mandate transparency, accountability, and public participation in the fee-setting process.

In its current state, this bill would result in a significant underfunding of infrastructure to provide essential sewer services for new homes in Orange County, and throughout the state. Additionally, this bill would result in higher sewer rates for existing customers who would be forced to subsidize the infrastructure needed to support new developments.

For the above reasons, we must respectfully oppose SB 1210, unless it is amended to address our concerns. We look forward to continuing our dialogue with your office and seeking amendments to resolve our concerns.

If you have any questions, please contact Jennifer Cabral, OC San Administration Manager, at (714) 593-7581 or via email at JCabral@ocsan.gov.

Sincerely,

Chad P. Wanke
Board Chairman

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April 8, 2024

The Honorable Diane Papan
California State Assembly
1021 O Street, Suite 4220
Sacramento, CA 95814

RE: Assembly Bill (AB) 2515 (Papan) – Support

Dear Assembly Member Papan:

On behalf of Orange County Sanitation District (OC San) I write in support of your bill AB 2515, which seeks to ensure that additional perfluoroalkyl and polyfluoroalkyl substances (PFAS) are kept out of our environment. OC San's primary mission is to protect public health and the environment. As a clean water agency, we provide wastewater collection, treatment, and recycling for approximately 2.6 million people in central and northwest Orange County, CA.

In recent years, California has led the nation in source control legislation aimed at preventing additional PFAS substances from entering our environment. Specifically, your bill would prohibit any person from manufacturing, distributing, selling, or offering for sale any menstrual products that contain regulated PFAS, and requires a manufacturer to use the least toxic alternative when removing regulated PFAS in menstrual products to comply with these provisions.

The bill would also require a manufacturer of a menstrual product to provide persons that offer the product for sale or distribution in the State with a certificate of compliance stating that the product is compliant with these provisions and does not contain any regulated PFAS.

We appreciate your support on this critical source control bill and look forward to working with you in the future. For the reasons above, OC San strongly supports AB 2515. If you have any questions, please contact Jennifer Cabral, OC San Administration Manager, at (714) 593-7581 or via email at JCabral@ocsan.gov.

Sincerely,

Chad P. Wanke
Board Chairman

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April 8, 2024

The Honorable Stephen Padilla
California State Senate
1021 O Street, Room 6640
Sacramento, CA 95814

RE: Senate Bill (SB) 1072 (Padilla) - Support

Dear Senator Padilla:

The Orange County Sanitation District (OC San) provides wastewater collection, treatment, and recycling for approximately 2.6 million people in central and northwest Orange County, CA. OC San's primary mission is to protect public health and the environment through its services. As such, on behalf of OC San, I write to express our strong support for SB 1072.

This bill requires if a property related fee or charge creates revenues in excess of the local government's reasonable cost, that the excess revenues be used only to reduce the property-related fee or charge. SB 1072 declares that this provision is declaratory of existing law.

SB 1072 would clarify that if a water or wastewater rate or charge results in collecting revenues in excess of the costs of service, the excess revenues would be used to reduce future rates or charges. Ratepayers would not be entitled to any refund; however, ratepayers will retain the right to a refund for billing errors.

Additionally, SB 1072 would aid in ongoing Proposition 218 litigation and future challenges, by clarifying that a refund is not an appropriate remedy if fees or charges are determined to not be proportional to the cost of service. Without this clarification, refund remedies in Proposition 218 litigation could expose water/wastewater agencies to liability as rates would need to be increased for all ratepayers to cover the refund costs.

For these reasons, the Orange County Sanitation District supports SB 1072. If you have any questions, please contact Jennifer Cabral, OC San Administration Manager, at (714) 593-7581 or via email at JCabral@ocsan.gov.

Sincerely,

Chad P. Wanke
Board Chairman

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STEERING COMMITTEE

Agenda Report

File #: 2024-3590

Agenda Date: 4/24/2024

Agenda Item No: 14.

FROM: Robert Thompson, General Manager

SUBJECT:

PUBLIC AFFAIRS UPDATE FOR THE MONTH OF MARCH 2024

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Public Affairs Update for the month of March 2024.

BACKGROUND

Included in this report are recent activities of interest managed by the Public Affairs Office for the month of March 2024.

RELEVANT STANDARDS

- Maintain influential legislative advocacy and a public outreach program
- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities
- Listen to and seriously consider community input on environmental concerns

PROBLEM

The Orange County Sanitation District (OC San) is a distinguished entity in the water/wastewater industry. Despite our industry recognition, there may be limited awareness among our customers regarding the pivotal role we play in protecting public health and the environment. The absence of direct communication through a billing method may contribute to this gap in knowledge.

It is our responsibility to ensure that our ratepayers are aware of the vital services we provide. Many customers may not realize that improper waste disposal into the sanitation system can adversely impact our sewer lines, treatment plants, and the quality of water supplied through GWRS. By enhancing communication channels and fostering understanding, we aim to bridge the gap and empower our ratepayers with the knowledge needed to support and appreciate the essential work we undertake for the well-being of our community and the environment.

PROPOSED SOLUTION

By providing tours, community outreach, education, and general communication via OC San's website, social media, and direct mailings, we can share information with the community, local agencies, and businesses on our messaging such as the What2Flush program, energy production, water recycling, biosolids, and our source control program. This, in turn, helps improve the quality of wastewater that is recycled or released to the ocean and the knowledge and understanding of wastewater treatment.

RAMIFICATIONS OF NOT TAKING ACTION

Neglecting to inform the community, local agencies, and area businesses about OC San could lead to insufficient support for our mission, hindering our ability to fulfill our responsibilities effectively.

PRIOR COMMITTEE/BOARD ACTIONS

July 2022 - Public Affairs Strategic Plan for Fiscal Years 2022-2024 approved.

ADDITIONAL INFORMATION

Activities in March:

Outreach Report

An outreach report that includes tours, website, social media posts, construction notifications, speaking engagements, and more is attached to this Agenda Report.

Social Media

OC San messaging, announcements, and program updates were posted across OC San's social media platforms. Our social media handle is @OCSanDistrict.

- Facebook: 15 posts reaching 2.8k people
- X: 11 posts reaching 705 people
- Instagram: 25 posts reaching 4.1k people
- LinkedIn: 5 posts and reaching 2.9k people

Presentations and Industry Coverage

In March, staff participated in 15 tours which included Cypress College; Santiago Canyon College; Anaheim Hills Elementary; Spirit Christian Academy; University of California, Irvine; Yucaipa Valley Water; SCAQMD; and Bassett Adult School. Staff also participated as judges in the Orange County Science and Engineering Fair, held two Wastewater 101 Citizens Academy classes, and participated in the two-day OCWD Children's Water Festival where staff engaged with over 300 students. Staff also participated in career days at Villa Park Middle School, Carver Elementary School in Long Beach, and Monte Vista Elementary School. In total, we reached 800 people for the month. Details can be found in the Outreach Report.

Internal Communication

In March, there were 61 posts on the employee intranet - *The San Box* and four weekly emails were distributed on relevant topics for the week.

Construction Outreach Update

Outreach efforts continue for OC San construction activities throughout the service area. Projects are ongoing in Fountain Valley, Costa Mesa, Buena Park, Anaheim, Newport Beach, and within both of our treatment plants. Website updates, email text alerts, and direct notifications continue to be distributed as the projects progress. Details on each project can be found at www.ocsan.gov/construction.

Employee Appreciation Day

On March 1, OC San celebrated employees by acknowledging their contributions and providing cards of appreciation that could be shared with their colleagues.

March Retirement Celebration

On March 20, OC San hosted a celebration for all retiring employees. This gave staff an opportunity to share stories and send off dedicated employees with a heartfelt goodbye. Retirees from the last couple of years were also invited to attend.

OC San Celebrates 70 Years with a Community Open House

2024 marks OC San's 70th anniversary. To commemorate this milestone, OC San is hosting a Community Open House on Saturday, June 8 to celebrate our history and achievements. Our member and sister agencies are invited to participate in the event by hosting a booth of their own. The event will be filled with informational booths, tours of the plant and headquarters, entertainment, and much more. Information is available at www.ocsan.gov.

Member Agency Toolkit

On a quarterly basis, OC San creates a toolkit of topics of interest for our member agencies to share across their various communication platforms. This quarter's toolkit focused on our upcoming Open House. The toolkit had two purposes; the first was for event promotion and the second was inviting the member agencies to participate in the event by hosting a booth of their own.

OC San Video Contest

OC San launched its 2024 Video Contest offering high school and college students who live or attend school within OC San's service area an opportunity to create an educational video. This year's theme was "Find Yourself at OC San" with the intent to highlight careers in wastewater. Video submittals were due March 31 and we received six entries. The winning videos will be showcased on our social media platforms and our website. Winners will be announced at the June Board Meeting.

Activities in April:**OC San Attends and Presents at CWEA Conference**

OC San staff from various divisions attended the CWEA Conference from April 9-12 to present on various disciplines, including research, educational outreach, automated data tools to improve lab efficiency, our thickening and dewatering plant water study, and treatment plant improvements.

La Palma Community Conversation Event

OC San participated in the La Palma Community Conversation night to discuss various OC San initiatives with residents and community members.

OC San Hosts a Booth at Costa Mesa Earth Day

OC San is participating in an Earth Day event held by the City of Costa Mesa on April 20. Staff will talk with residents about OC San and all that we do to support public health and the environment.

OC San Connection Newsletter

The spring issue of the OC San Connection is scheduled for publication and distribution in April. The issue will include highlights of our history, information about the Open House, and construction improvements throughout our service area. The newsletter is distributed electronically to approximately 4,000 people.

Take a Kit to Your Kid Day

This year, the “Take Your Kid to Work Day” event has been switched around. A fun activity kit is being sent home with parents to share with their children to show them their role at OC San. The activities are fun-filled for both children and parents. The kit includes worksheets, coloring sheets, goodies, and more.

OC San’s Local Lobbyist on Board

As part of OC San’s Strategic Plan, a local lobbyist was brought on board to assist with local agency outreach. The initial kick-off meeting occurred this month. Beginning next month, a report on activities will be included in the Outreach Report.

CEQA

N/A

FINANCIAL CONSIDERATIONS

All items mentioned are included in OC San’s FY 2022-2024 Budget.

ATTACHMENT

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

- Outreach and Media Report - March 2024

Outreach and Media Summary



March 2024

OC San Public Affairs Office

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LINKEDIN POSTINGS.....	PAGE 6
NEWS ARTICLES.....	PAGE 7

Outreach Report March 2024


Date	Tours	Attendees	Tour Guide
3/124	Seegerstrom High School	19	Jenna Obenshain
3/4/24	Yucaipa Valley Water staff	4	Justin Fenton/ Andrew Brown
3/5/24	University of California, Irvine	4	Ponce Navarro
3/9/24	Spirit Christian Academy	14	Dickie Fernandez/ Andrew Brown
3/11/24	Coastline Regional Occupational	17	Charles Falzone
3/12/24	Residential	2	Marianne Kleine
3/13/24	LA County Sanitation District staff	3	Michael Huls/ Chris Wheatley
3/1324	Cyress College	29	Marianne Kleine
3/14/24	Iranian Media	2	Rebecca Long
3/20/24	Anaheim Hills Elementary	9	Jenna Obenshain/ Donald Herrera
3/22/24	Santiago Canyon College	17	Eric Halverson
3/23/24	Bassett Adult School	4	Shabbir Basrai
3/25/24	University of California, Irvine	8	Reza Sobhani
3/26/24	LA County Sanitation District staff	1	Anthony Chang
3/29/24	South Coast AQMD staff	12	Randa AbuShaban/ Tom Meregillano
Date	Speaking Engagements/Events	Attendees	Presenter
3/6/24	Orange County Science and Engineering Virtual Fair	100	Cindy Murra/ Jeff Brown/ Dawn Myers/ Yiping Cao/ David Lo/ Courtney Sakuma/ Jenna Obenshain/ Rachel Van Exel/ Shawn Carman
3/724	Wastewater 101 Citizens Academy	20	Rob Thompson/ Lorenzo Tyner
3/19/24	Career Day at Villa Park Middle School	40	Belen Carrillo
3/21/24	Wastewater 101 Citizen Academy Protecting our Environment	23	Sam Choi/ Mark Kawamoto/ Tom Meregillano






























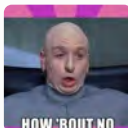
3/25/24	Career Day at Carver Elementary	120	Sterling Harris
3/27-28/24	Children's Water Festival	350	Dindo Carrillo, Dawn Myers/ David Lo/ Randa AbuShaban/ Victoria Pilko/ Sam Choi/ Kelly Newell/ Rachel Orejel/ Belen Carrillo/ Tom Meregillano
3/28/24	Career Day at Monte Vista Elementary	120	Shabbir Basrai/ Jenna Obenshain/ Jenny Gomez
Project Area	Outreach Notifications	# of People Reached	Website Posts and Text Alerts
Anaheim/	Orange Western Sewer - project update	2,700	4 website posts/ 2 text alerts
Costa Mesa	Airway-Airport Loop Sewer Project – update	30	2 website posts
Fountain Valley	Bushard Diversion Structure Project – start of construction	4,000	1 website post/ 1 text alert
Newport Beach	MacArthur Sewer Construction – update		1 website update/ 1 text
External Communications	Distribution	# of People Reached	
5 Minutes Per Month	OC San Takes Action	216	
Board Member Talking Points	One	50	
Website Posts	8 posts	2.1k views	Website
Facebook	15 posts	2.8k reached	Social Media
Twitter	11 tweets	705 reached	Social Media
Instagram	25 posts	4.1k reached	Social Media
LinkedIn	5 posts	2.9k reached	Social Media

Post performance - Facebook Pages

Data from 01 Mar, 2024 to 31 Mar, 2024

Sources

- Orange County Sanitation District






















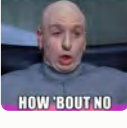
DATE ▼	POST	ENGAGEMENT RATE	IMPRESSIONS	REACH
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 31, 14:19</div></div></div> <div></div> <div><p>On this very wet Easter, we ask that you defer water-using chores until after the storm has passed. Our sewer system works extra hard on rainy days like this. Thanks for helping your regional sewer provider.</p></div> <div>5.26%</div> <div>61</div> <div>57</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 30, 14:02</div></div></div> <div></div> <div><p>2024 marks 70 Years of OC San, to celebrate we are counting down to our FREE Open House on June 8 where you can come onsite and see everything that happens behind the wall and even take a tour. Visit ocsan.gov to register!</p></div> <div>4.76%</div> <div>133</div> <div>126</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 26, 16:29</div></div></div> <div></div> <div><p>The OC San Audit Ad Hoc Committee Meeting is happening on April 3, 2024 at 3:30 pm. Click here to view the agenda:</p></div> <div>6.25%</div> <div>85</div> <div>80</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 24, 18:00</div></div></div> <div></div> <div><p>Exciting news, we are celebrating 70 years of Environmental Impact by hosting a FREE Open House to let the community discover the incredible work we do in wastewater management and environmental protection. Don't miss out on...</p></div> <div>5.19%</div> <div>163</div> <div>154</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 22, 17:02</div></div></div> <div></div> <div><p>Let's celebrate #WorldWaterDay! Here at OC San, our efforts make a huge splash! Find out for yourself by joining us at our Open House in June and take a tour. For more info visit ocsan.gov</p></div> <div>5.31%</div> <div>121</div> <div>113</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 21, 17:14</div></div></div> <div></div> <div><p>The OC San Steering Committee Meeting (5 pm) and Board of Directors Meeting (6 pm) are happening on 3/27/24. Click here to view the agenda:</p></div> <div>1.69%</div> <div>61</div> <div>59</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 20, 19:02</div></div></div> <div></div> <div><p>We were as shocked as Janice! These companies who make "flushable wipes" are not our F.R.I.E.N.D.S.... get it. Flushable wipes belong in the trash because they can cause clogs in the pipes.</p></div> <div>2.88%</div> <div>110</div> <div>104</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 18, 19:01</div></div></div> <div></div> <div><p>Next time you follow that DIY haircut tutorial... remember that hair goes in the trash not down the drain!!!! Hair balls can happen inside your pipes and ours. To clear them out is no easy task either. #What2Flush</p></div> <div>1.52%</div> <div>136</div> <div>132</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 16, 15:01</div></div></div> <div></div> <div><p>3 things that should never go down the kitchen sink are fats, oils and greases. Make sure you throw them in the trash instead!! Remember that #FOGClogs</p></div> <div>6%</div> <div>213</div> <div>200</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 14, 21:01</div></div></div> <div></div> <div><p>Happy Sunshine week! Sunshine Week aims to increase public awareness regarding the significance of transparent governance and encourages discussions on the consequences of excessive government confidentiality. At ...</p></div> <div>2.02%</div> <div>106</div> <div>99</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 12, 22:48</div></div></div> <div></div> <div><p>Overnight Construction Happening. For full details visit ocsan.gov/AirwayAirport City of Costa Mesa</p></div> <div>3.32%</div> <div>1,108</div> <div>1,083</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 12, 22:39</div></div></div> <div></div> <div><p>High School and College Students can win up to \$500! The dead line for the OC San Video Contest is coming up on March 31! For full details visit ocsan.gov/video</p></div> <div>5.19%</div> <div>188</div> <div>154</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 12, 17:55</div></div></div> <div></div> <div><p>The Administration Committee Meeting is happening tomorrow at 5 p.m. Click here to view the agenda:</p></div> <div>0%</div> <div>51</div> <div>45</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 07, 22:55</div></div></div> <div></div> <div><p>Check out our new name sign! It's giving ENVIRONMENTALLY AWARE vibes. It's giving INNOVATIVE vibes. It's giving OC San.</p></div> <div>9.3%</div> <div>227</div> <div>215</div>			
	<div><div></div><div><div>Orange County Sanitation District</div><div>Mar 01, 19:15</div></div></div> <div></div> <div><p>When the wipe says "flushable." Remember that even though wipes may be labeled as "flushable" they are not, they belong in the trash because they can cause clogs in your pipes and ours.</p></div> <div>3.81%</div> <div>229</div> <div>210</div>			

Post performance - Twitter

Data from 01 Mar, 2024 to 31 Mar, 2024

Sources


@OCSanDistrict




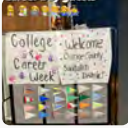















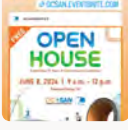









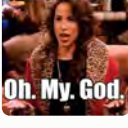

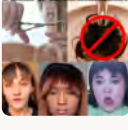

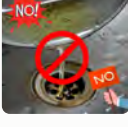

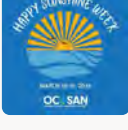



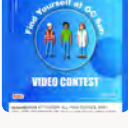







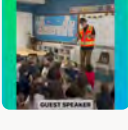

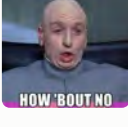
DATE ▼	POST	ENGAGEMENT RATE	ENGAGEMENTS	IMPRESSIONS
<div></div> <div>@OCSanDistrict</div> <div>Mar 30, 14:01</div>	<div></div> <div>2024 marks 70 Years of OC San, to celebrate we are counting down to our FREE Open House on June 8 where you can come onsite and see everything that happens behind the wall and even take a tour. Visit http://ocsan.gov to registe...</div>	6.85%	5	73
<div></div> <div>@OCSanDistrict</div> <div>Mar 24, 18:00</div>	<div></div> <div>We are celebrating 70 years of Environmental Impact by hosting a FREE Open House to highlight the work we do in wastewater management & environmental protection. Don't miss out on tours, interactive booths, free ice cream, and mor...</div>	0%	0	67
<div></div> <div>@OCSanDistrict</div> <div>Mar 22, 17:00</div>	<div></div> <div>Let's celebrate #WorldWaterDay! Here at OC San, our efforts make a huge splash! Find out for yourself by joining us at our Open House in June and take a tour. For more info visit http://ocsan.gov https://twitter.com/OCSanDistrict/sta...</div>	3.57%	2	56
<div></div> <div>@OCSanDistrict</div> <div>Mar 20, 19:00</div>	<div></div> <div>We were as shocked as Janice! These companies who make "flushable wipes" are not our F.R.I.E.N.D.S. ... get it. Flushable wipes belong in the trash because they can cause clogs in the pipes. https://twitter.com/OCSanDistrict/status/1...</div>	6.94%	5	72
<div></div> <div>@OCSanDistrict</div> <div>Mar 18, 19:00</div>	<div></div> <div>Next time you follow that DIY haircut tutorial... remember that hair goes in the trash not down the drain!!!! Hair balls can happen inside your pipes and ours. To clear them out is no easy task either. #What2Flush https://twitter.com/OCSan...</div>	0%	0	58
<div></div> <div>@OCSanDistrict</div> <div>Mar 16, 15:00</div>	<div></div> <div>3 things that should never go down the kitchen sink are fats, oils and greases. Make sure you throw them in the trash instead!! Remember that #FOGClugs https://twitter.com/OCSanDistrict/status/1769015837959000509/photo/1</div>	0%	0	84
<div></div> <div>@OCSanDistrict</div> <div>Mar 14, 21:00</div>	<div></div> <div>Happy Sunshine Week! This week increases public awareness of transparent governance and encourages discussions on the consequences of excessive government confidentiality. We are always open to the public about everythi...</div>	2.5%	1	40
<div></div> <div>@OCSanDistrict</div> <div>Mar 12, 22:48</div>	<div></div> <div>Overnight Construction Happening. For full details visit http://ocsan.gov/AirwayAirport @CityofCostaMesa https://twitter.com/OCSanDistrict/status/1767684120316936527/photo/1</div>	1.82%	1	55
<div></div> <div>@OCSanDistrict</div> <div>Mar 12, 22:39</div>	<div></div> <div>High School and College Students can win up to \$500! The dead line for the OC San Video Contest is coming up on March 31! For full details visit http://ocsan.gov/video https://twitter.com/OCSanDistrict/status/1767681867816309009/photo/1</div>	1.49%	1	67
<div></div> <div>@OCSanDistrict</div> <div>Mar 07, 22:55</div>	<div></div> <div>Check out our new name sign! It's giving ENVIRONMENTALLY AWARE vibes. It's giving INNOVATIVE vibes. It's giving OC San. https://twitter.com/OCSanDistrict/status/1765873993720971392/photo/1</div>	12.2%	5	41
<div></div> <div>@OCSanDistrict</div> <div>Mar 01, 19:15</div>	<div></div> <div>When the wipe says "flushable." Remember that even though wipes may be labeled as "flushable" they are not, they belong in the trash because they can cause clogs in your pipes and ours. https://twitter.com/OCSanDistrict/status/...</div>	3.26%	3	92

Post performance - Instagram Business

Data from 01 Mar, 2024 to 31 Mar, 2024

Sources


 ocsandistrict

DATE ▼	POST	ENGAGEMENT RATE	IMPRESSIONS	LIKES	REACH
 <div>ocsandistrict Mar 30, 14:01</div>	 <div>2024 marks 70 Years of OC San, to celebrate we are counting down to our FREE Open House on June 8 where you can come onsite and see everything that happens behind the wall and even take a tour. Visit ocsan.gov to register!</div>	6.71%	183	11	164
 <div>ocsandistrict Mar 28, 22:44</div>	 <div>(No description)</div>	0%	130	0	129
 <div>ocsandistrict Mar 28, 22:40</div>	 <div>(No description)</div>	0%	145	0	144
 <div>ocsandistrict Mar 27, 23:38</div>	 <div>If you haven't done so visit our website to register for a tour at our open house!</div>	0%	72	0	72
 <div>ocsandistrict Mar 27, 22:11</div>	 <div>(No description)</div>	0%	71	0	71
 <div>ocsandistrict Mar 27, 21:50</div>	 <div>Just enter a video less than 1 minute in length Submit before March 31</div>	0%	70	0	70
 <div>ocsandistrict Mar 27, 21:49</div>	 <div>Dead line to submit is March 31! Don't miss out on this chance to win up to \$500!</div>	0%	74	0	73
 <div>ocsandistrict Mar 27, 18:08</div>	 <div>Teaching hundreds of kids the 3 Ps today.</div>	0%	88	0	87
 <div>ocsandistrict Mar 27, 18:04</div>	 <div>Relay Race at the @ocwaterfest</div>	0%	100	0	99
 <div>ocsandistrict Mar 25, 14:44</div>	 <div>Sign Up Now for a FREE Tour:</div>	0%	125	0	122
 <div>ocsandistrict Mar 24, 18:01</div>	 <div>Exciting news, we are celebrating 70 years of Environmental Impact by hosting a FREE Open House to let the community discover the incredible work we do in wastewater management and environmental protection. Don't miss out on...</div>	10.81%	359	23	333
 <div>ocsandistrict Mar 22, 18:34</div>	 <div>Danger: Cute turtles at OC San</div>	0%	185	0	183
 <div>ocsandistrict Mar 22, 18:20</div>	 <div>FriYay Moment - Touring the Treatment Plant</div>	0%	211	0	207
 <div>ocsandistrict Mar 22, 17:02</div>	 <div>Let's celebrate #WorldWaterDay! Here at OC San, our efforts make a huge splash! Find out for yourself by joining us at our Open House in June and take a tour. For more info visit ocsan.gov</div>	6.02%	179	9	166
 <div>ocsandistrict Mar 20, 19:02</div>	 <div>We were as shocked as Janice! These companies who make "flushable wipes" are not our F.R.I.E.N.D.S.... get it. Flushable wipes belong in the trash because they can cause clogs in the pipes.</div>	7.01%	288	18	271
 <div>ocsandistrict Mar 18, 19:01</div>	 <div>Next time you follow that DIY haircut tutorial... remember that hair goes in the trash not down the drain!!!! Hair balls can happen inside your pipes and ours. To clear them out is no easy task either. #What2Flush</div>	4.41%	460	15	431
 <div>ocsandistrict Mar 16, 15:01</div>	 <div>3 things that should never go down the kitchen sink are fats, oils and greases. Make sure you throw them in the trash instead!! Remember that #FOGClogs</div>	5.76%	205	9	191
 <div>ocsandistrict Mar 14, 21:01</div>	 <div>Happy Sunshine week! Sunshine Week aims to increase public awareness regarding the significance of transparent governance and encourages discussions on the consequences of excessive government confidentiality. At...</div>	5%	129	6	120
 <div>ocsandistrict Mar 12, 22:40</div>	 <div>High School and College Students can win up to \$500! The dead line for the OC San Video Contest is coming up on March 31! For full details visit ocsan.gov/video</div>	6.47%	176	5	139
 <div>ocsandistrict Mar 12, 14:07</div>	 <div>Dead line to submit is coming up! March 31! For more details visit:</div>	0%	0	0	89
 <div>ocsandistrict Mar 11, 15:05</div>	 <div>(No description)</div>	0%	0	0	132
 <div>ocsandistrict Mar 07, 22:55</div>	 <div>Check out our new name sign! It's giving ENVIRONMENTALLY AWARE vibes. It's giving INNOVATIVE vibes. It's giving OC San.</div>	10.71%	413	38	383
 <div>ocsandistrict Mar 07, 19:43</div>	 <div>(No description)</div>	0%	0	0	153
 <div>ocsandistrict Mar 03, 18:16</div>	 <div>(No description)</div>	0%	0	0	147
 <div>ocsandistrict Mar 01, 19:15</div>	 <div>When the wipe says "flushable." Remember that even though wipes may be labeled as "flushable" they are not, they belong in the trash because they can cause clogs in your pipes and ours.</div>	0.63%	175	1	158











Post performance - LinkedIn Pages

Data from 01 Mar, 2024 to 31 Mar, 2024

Sources



Orange County Sanitation District

DATE ▼	POST	ENGAGEMENT RATE	IMPRESSIONS	REACTIONS	SHARES
<div></div> <div>Orange County Sanitation District</div> <div>Mar 30, 14:01</div>	 <div>2024 marks 70 Years of OC San, to celebrate we are counting down to our FREE Open House on June 8 where you can come onsite and see everything that happens behind the wall and even take a tour. Visit ocsan.gov to register!</div>	5.2%	442	10	2
<div></div> <div>Orange County Sanitation District</div> <div>Mar 24, 18:00</div>	 <div>Exciting news, we are celebrating 70 years of Environmental Impact by hosting a FREE Open House to let the community discover the incredible work we do in wastewater management and environmental protection. Don't miss out on...</div>	7.19%	793	24	2
<div></div> <div>Orange County Sanitation District</div> <div>Mar 22, 17:02</div>	 <div>Let's celebrate #WorldWaterDay! Here at OC San, our efforts make a huge splash! Find out for yourself by joining us at our Open House in June and take a tour. For more info visit ocsan.gov</div>	6.71%	656	17	2
<div></div> <div>Orange County Sanitation District</div> <div>Mar 14, 21:05</div>	 <div>Happy Sunshine week! Sunshine Week aims to increase public awareness regarding the significance of transparent governance and encourages discussions on the consequences of excessive government confidentiality. At ...</div>	2.55%	432	8	0
<div></div> <div>Orange County Sanitation District</div> <div>Mar 12, 22:39</div>	 <div>High School and College Students can win up to \$500! The dead line for the OC San Video Contest is coming up on March 31! For full details visit ocsan.gov/video</div>	6.3%	571	3	0

Media Articles

Article	Date	Source	Link
Harvesting water and minerals from waste slurries with supercritical water oxidation	3/1/2024	Chemical Engineering	https://www.chemengonline.com/supercritical-water-oxidation/
Large-Scale Construction To Impact Bus Operations	3/7/2024	OC Patch	https://patch.com/california/losalamitos/large-scale-construction-impact-bus-operations
Orange County Water District and Orange County Sanitation District Receive National Recognition for Water Recycling Project	3/13/2024	OC San/OCWD Press Release	https://www.ocsan.gov/home/showdocument?id=34443&t=638459379858810802
2024 WaterReuse Award Winners Exemplify Leadership and Innovation	3/20/2024	Municipal Sewer and Water	https://ocsdgov.sharepoint.com/:b:/s/External/EeENaQ2PRbFikmnbpbvExxcBx-THTiHvXuosyzChISQeYg?e=P4I7Ku
Socal's Water Resilient Future looks like Ventura Water Pure	3/24/2024	Sierra Club Angeles Chapter	https://angeles.sierraclub.org/news_conservation/blog/2024/03/socal-s-water-resilient-future-looks-like-ventura-water-pure
Fitch Rates Orange County Sanitation District, CA Rev Obligations 'AAA'; Outlook Stable	3/28/2024	Fitch Ratings	https://www.fitchratings.com/research/us-public-finance/fitch-rates-orange-county-sanitation-district-ca-rev-obligations-aaa-outlook-stable-28-03-2024/dodd-frank-disclosure

File #: 2024-3585

Agenda Date: 4/24/2024

Agenda Item No: 15.

FROM: Robert Thompson, General Manager

SUBJECT:

ORANGE COUNTY SANITATION DISTRICT'S MEMBERSHIPS AND AGREEMENTS

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Receive and file the Orange County Sanitation District's Memberships and Agreements list.

BACKGROUND

The Orange County Sanitation District (OC San) has memberships and agreements with various associations and professional organizations. The attached document provides a list of seven agencies, associations, and/or organizations which OC San and staff are currently members of at an individual annual rate of \$50,000 or greater.

RELEVANT STANDARDS

- Build brand, trust, and support with policy makers and community leaders
- Maintain collaborative and cooperative relationships with regulators, stakeholders, and neighboring communities
- Provide professional growth and development

PROBLEM

OC San is a leader in the water/wastewater industry and to maintain that status it is important that staff engage in various groups to discuss and share our experiences. Staying up to date on trends, current and upcoming technology, and the future of the industry is imperative.

PROPOSED SOLUTION

Allow staff to continue participation in associations and organizations that support the mission and vision of OC San, as well as the goals and objectives of the Strategic Plan. Staff will continue to develop skills, learn about improvements in the industry, and share proven successes with other agencies, while continuing to maintain an active role as an industry leader.

PRIOR COMMITTEE/BOARD ACTIONS

March 2022 - Legislative and Public Affairs Committee received and filed the OC San Memberships and Agreements List.

ADDITIONAL INFORMATION

OC San has reviewed and analyzed the value each membership provides. As a result of this effort, staff has eliminated memberships resulting in a cost of approximately \$10,000 due to value and/or usage.

FINANCIAL CONSIDERATIONS

These memberships have been budgeted in FY 2022-23 and 2023-24 budget (within each relevant division) and will be included in the upcoming FY 2024-25 and 2025-26 budget.

ATTACHMENT

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

- OC San Memberships and Agreements List

OC San Memberships and Joint Powers Authority

Organization	Purpose	Level of Participation	Liaison	Cost
JOINT POWERS AUTHORITY				
National Water Research Institute (NWRI)	NWRI sponsors projects and programs focused on ensuring safe, reliable sources of water for current and future generations.	Board of Directors	Director: Jon Dumitru / Alternate: Rob Thompson	\$50,000
Southern California Coastal Water Research Project (SCCWRP)	SCCWRP is a leading U.S. environmental research institute that works to develop a scientific foundation for informed water-quality management in Southern California and beyond.	Seat on Commission	Rob Thompson / Lan Wiborg	\$550,000
MUTUAL AID ORGANIZATIONS				
Water Emergency Response Orange County (WEROC)	WEROC is administered by the Municipal Water District of Orange County. It supports and manages countywide emergency preparedness, planning, response, and recovery efforts among Orange County water and wastewater utilities.	Agreement	Laura Maravilla	\$57,000
OTHER				
CSUF Center for Demographic Research (CDR)	CDR is a nonprofit research center dedicated to the development and support of demographic research. It's mission is to provide accurate and timely data regarding population, housing, and employment characteristics in an efficient and cost-effective manner.	Memorandum of Understanding	Mike Dorman	\$ 70,000

Organization	Purpose	Level of Participation	Liaison	Cost
PROFESSIONAL ASSOCIATIONS / INDUSTRY ORGANIZATIONS – AGENCY MEMBERSHIPS				
National Association of Clean Water Agencies (NACWA)	National Association of Clean Water Agencies represents the interests of publicly owned wastewater treatment facilities, collection systems, and stormwater management agencies before the United States Congress, several Federal agencies, and in the courts.	Agency Membership	Rob Thompson	\$80,000
Clean Water SoCal	Formally the Southern California Alliance of Publicly Owned Treatment Works is a nonprofit organized to ensure that regulations affecting wastewater treatment plants and collection systems are reasonable and, in the public's, best interest. They also provide low-cost training to members and California Water Environment Association (CWEA) contact hours.	Agency Membership/ Seat on Board of Directors and Committees	Lan Wiborg	\$50,000
Water Research Foundation (WRF)	The Water Research Foundation engages exclusively in nonprofit, charitable, and educational activities designed to initiate, supervise, coordinate, promote, and finance research geared to ensuring water quality and improving water service to the public. Research areas include technology, operation, and management of water, wastewater, reuse, collection, treatment, and supply systems.	Agency Membership	Rob Thompson	\$100,000



ADMINISTRATION COMMITTEE

Agenda Report

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

File #: 2024-3577

Agenda Date: 4/24/2024

Agenda Item No: 16.

FROM: Robert Thompson, General Manager
Originator: Wally Ritchie, Director of Finance

SUBJECT:

PROPOSED ORDINANCE NO. OC SAN-59A AMENDING ORDINANCE NO. OC SAN- 59 TO CORRECT AN ERROR IN TABLE D

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Motion to read Ordinance No. OC SAN-59A by title only and waive reading of said entire Ordinance;
- B. Introduce Ordinance No. OC SAN-59A entitled, "An Ordinance of the Board of Directors of the Orange County Sanitation District, Amending Ordinance No. OC SAN-59 to correct an error in Table D";
- C. Set May 22, 2024, as the date of the Public Hearing to hear protests and for the second reading of Ordinance No. OC SAN-59A; and
- D. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

BACKGROUND

In March 2023, the Orange County Sanitation District (OC San) adopted Ordinance No. OC SAN-59. The Capital Facilities Capacity Charge is a one-time, non-discriminatory charge imposed at the time a building or structure is newly connected to OC San's system, or an existing structure is expanded or increased. This charge is to pay a portion of the capacity costs and for access to capacity in the system. During staff preparation for future rate implementation, clerical errors were discovered in the report table which reduced some charges. This table was included in the adopted Ordinance No. OC SAN-59 and requires correction.

RELEVANT STANDARDS

- Stable rates, no large unforeseen rate increases

PROBLEM

OC San's Board of Directors approved a five-year rate schedule for Capital Facilities Capacity Charges ("Capacity Charges") to fund new capital projects or improve existing capital projects. After the adoption of Ordinance No. OC SAN-59, minor errors were found in Table D related to supplemental Capacity Charges.

PROPOSED SOLUTION

Adopt Ordinance No. OC SAN-59A to amend and correct the errors in Ordinance No. OC SAN-59.

TIMING CONCERNS

The current Ordinance is in effect. The amendments are required for the corrected rates to take effect.

RAMIFICATIONS OF NOT TAKING ACTION

Revenues will be insufficient to support the Facilities Master Plan adopted in December 2017.

PRIOR COMMITTEE/BOARD ACTIONS

March 2023 - Adopted Ordinance No. OC SAN-59, entitled: "An Ordinance of the Board of Directors of the Orange County Sanitation District Adopting Capital Facilities Capacity Charges, and Repealing Ordinance No. OC SAN-57".

February 2023 - Introduced Ordinance No. OC SAN-59 entitled, "An Ordinance of the Board of Directors of the Orange County Sanitation District Adopting Capital Facilities Capacity Charges, and Repealing Ordinance No. OC SAN-57"; and set March 22, 2023, as the date of the Public Hearing to hear protests and for the second reading of Ordinance No. OC SAN-59.

December 2022 - Received and filed the Orange County Sanitation District's 2022 Wastewater Rates, Fees, and Charges Study completed by HDR Engineering, Inc.

ADDITIONAL INFORMATION

N/A

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:

- Proposed Ordinance No. OC SAN-59A
- Ordinance No. OC SAN-59

ORDINANCE NO. OC SAN-59A

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
ORANGE COUNTY SANITATION DISTRICT, AMENDING
ORDINANCE NO. OC SAN-59 TO CORRECT AN ERROR IN
TABLE D

WHEREAS, Ordinance No. OC SAN-59, established Capital Facilities Capacity Charges ("Capacity Charges") to fund new capital projects or improve existing capital projects; and

WHEREAS, the Board of Directors wishes to amend Ordinance No. OC SAN-59 to correct a clerical error in Table D, discovered after the adoption of said Ordinance.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

Section 1: Table D of Ordinance No. OC SAN-59 is hereby amended as shown on Exhibit "A" attached hereto and incorporated herein by reference .

Section 2: If any provision of this Ordinance is adjudged by a Court of proper jurisdiction to be invalid, or unenforceable, it is the intention of the governing body adopting this Ordinance, that all other provisions shall be valid and enforceable.

Section 3: This Ordinance shall be effective thirty (30) days after adoption.

Section 4: The Clerk of the Board shall Certify to the adoption of this Ordinance and shall cause a summary to be published in a newspaper of general circulation as required by law.

PASSED AND ADOPTED by a vote of not less than two-thirds of the Board of Directors of the Orange County Sanitation District at a Regular Meeting held on May 22, 2024.

Chad P. Wanke
Chairman, Board of Directors
Orange County Sanitation District

ATTEST:

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

APPROVED AS TO FORM:

Bradley R. Hogin
General Counsel
Orange County Sanitation District

STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of Orange County Sanitation District, do hereby certify that the above and foregoing Ordinance No. OCSD-59A was introduced for first reading at a regular meeting of said Board on the 24th day of April, 2024, and second reading at a regular meeting of said Board on the 22nd day of May, 2024, by the following vote, to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of May, 2024.

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

Exhibit "A"

Section 2.10. Supplemental Capital Facilities Capacity Charge: Existing Significant Commercial – Industrial Users and Special Purpose Dischargers.

A. All Existing Significant Commercial – Industrial Users connected to and discharging to OC San's System shall be required to pay a Supplemental Capital Facilities Capacity Charge upon the occurrence of either (i) an increase of discharge flow of 25,000 gallons per day ("gpd"), or 25% per day over its established baseline authorization, whichever is lesser; or (ii) an increase of either BOD or SS discharge of 150 pounds each per day, or 25% each per day, whichever is lesser, over its established baseline authorization. The daily averages will be based on the daily discharges for a year, utilizing discharge records and reports of the discharger or OC San.

B. The Supplemental Capital Facilities Capacity Charge shall be in the following amounts for each component that is increased as provided in Section 2.10A above.

TABLE D

SUPPLEMENTAL CAPITAL FACILITIES CAPACITY CHARGES

Daily Charge

	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
FLOW	\$0.002140	*TBD	*TBD	*TBD	*TBD
BOD	\$0.500630	*TBD	*TBD	*TBD	*TBD
SS	\$0.303640	\$0.336440	\$0.369240	\$0.402040	\$0.434830

*Adjusted Annually by the Engineering News Record Construction Cost Index

FLOW – Gallons Per Day

BOD – Pounds Per Day

SS – Pounds Per Day

ORDINANCE NO. OC SAN-59

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE ORANGE COUNTY SANITATION DISTRICT ADOPTING CAPITAL FACILITIES CAPACITY CHARGES, AND REPEALING ORDINANCE NO. OC SAN-57

WHEREAS, Health & Safety Code Section 5471 authorizes the Board of Directors of the Orange County Sanitation District ("District") to impose fees and other charges for services and facilities furnished by OC San in connection with OC San's wastewater collection, treatment, disposal, and reuse system.

WHEREAS, the Board of Directors of the Orange County Sanitation District (the "District") levies Capital Facilities Capacity Charges ("Capacity Charges") to fund new capital projects or improve existing capital projects.

WHEREAS, OC San will use revenues collected from Capacity Charges to pay for capital projects identified in OC San's 2017 Facilities Master Plan ("Master Plan").

WHEREAS, OC San previously retained HDR Engineering, Inc. to evaluate OC San's projected revenue needs and recommend service fees and Capacity Charges for the period July 1, 2023 to June 30, 2028. In December of 2022, HDR Engineering, Inc. issued its "Final Wastewater Rates, Fees, and Charges Study" ("HDR Report"). OC San's Board of Directors received the HDR Report on December 15, 2022, and the HDR Report is on file with OC San; and

WHEREAS, the recommendations set forth in the HDR Report are based on various studies and plans including, among others, financial forecasts, and OC San's 2017 Facilities Master Plan ("Master Plan"). The Master Plan identified the capital improvement projects that will be needed over the next 20 years and estimated the cost of each project. OC San's Board of Directors adopted the Master Plan on December 20, 2017; and

WHEREAS, OC San recently retained Carollo Engineers to recommend a formula for levying Capacity Charges against non-exempt accessory dwelling units that complies with newly enacted legislative mandates codified in Government Code Section 65852.2. On June 2, 2021, Carollo Engineers provided its accessory dwelling unit capacity charge recommendation to OC San (the "Carollo Letter"), which OC San hereby adopts. The Carollo Letter is on file with OC San.

WHEREAS, OC San finds there is a reasonable relationship between the Capacity Charge's use and the type of development project on which the capacity charge is imposed. OC San's determination is based on recommendations provided by HDR Engineering, Inc. in the HDR Report and the Carollo Letter.

WHEREAS, OC San finds there is a reasonable relationship between the need for the capital facility and the type of development project on which the Capacity Charges is imposed. OC San's determination is based on recommendations provided by HDR Engineering, Inc. in the HDR Report and the Carollo Letter.

WHEREAS, OC San finds there is a reasonable relationship between the amount of the Capacity Charges and the cost of the capital facility attributable to the development on which the fee is imposed. OC San's determination is based on recommendations provided by HDR Engineering, Inc. in the HDR Report and the Carollo Letter.

WHEREAS, OC San finds the Capacity Charges do not exceed the estimated reasonable cost of providing sewer services to any parcel. OC San's determination is based on recommendations provided by HDR Engineering, Inc. in the HDR Report and the HDR Letter.

WHEREAS, OC San wishes to exempt certain accessory dwelling units and all junior accessory dwelling units from capacity charges pursuant to Government Code Sections 65852.2 and 65852.22, and

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

SECTION I. Adopt Capital Facilities Capacity Charges

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ARTICLE I

RECITAL OF FINDINGS

Section 1.01. Findings. Based on substantial evidence in the record, the Board of Directors hereby finds as follows:

A. OC San operates a system for the collection, treatment, disposal, and reuse of wastewater ("System"). The System protects human health and the environment from the potentially harmful effects of wastewater.

B. OC San regularly constructs, reconstructs, repairs, and/or rehabilitates System facilities through capital improvement projects ("Capital Projects"). OC San recovers the cost of Capital Projects through Capital Facilities Capacity Charges imposed on new users and Supplemental Capital Facilities Capacity Charges imposed on specified existing users. This Ordinance imposes Capital Facilities Capacity Charges and Supplemental Capital Facilities Capacity Charges as recommended in the HDR Report.

C. OC San will use the revenues from Capital Facilities Capacity Charges and the Supplemental Capital Facilities Capacity Charges to fund future Capital Projects and/or repay principal and interest on debt incurred in connection with past Capital Projects. The revenues shall not be used for the acquisition or construction of new local street sewers or laterals as distinguished from main trunk, interceptor, and outfall sewers.

D. The Capital Facilities Capacity Charges and Supplemental Capital Facilities Capacity Charges established by this ordinance are based on the information and analysis set forth in the HDR Report and the Master Plan, both of which were made available to the public in accordance with Government Code Section 66016 and other provisions of law.

E. The Capital Facilities Capacity Charges and Supplemental Capital Facilities Capacity Charges established by this ordinance do not exceed the estimated reasonable cost of providing the wastewater collection, treatment, disposal, and reuse services for which the fees are charged. The manner in which the costs are allocated to each payor bears a fair or reasonable relationship to the payor's burdens on, and benefits received from, OC San's System.

F. The Capital Facilities Capacity Charges and Supplemental Capital Facilities Capacity Charges established by this ordinance will retire debt and fund capital projects necessary to maintain service within OC San's existing service area. Therefore, adoption of this Ordinance is statutorily exempt under the California Environmental Quality Act pursuant to the provisions of Public Resources Code Section 21080(b)(8) and California Code of Regulations Section 15273(a).

G. The Capital Facilities Capacity Charges and Supplemental Capital Facilities Capacity Charges established by this ordinance are not imposed as an "incident of property ownership" within the meaning of Article XIID of the California Constitution. Thus, the substantive and procedural requirements of Article XIID do not apply.

H. The Capital Facilities Capacity Charges and Supplemental Capital Facilities Capacity Charges established by this ordinance have been approved by OC San's Board of Directors at a noticed public meeting, all in accordance with applicable provisions of law.

ARTICLE II

CAPITAL FACILITIES CAPACITY CHARGES

Section 2.01. Purpose and Scope. This Ordinance is designed to ensure that each user pays his or her fair share of the costs of Capital Projects, based on the burden that each user places on the System. OC San will use revenues generated by this Ordinance to (i) fund future Capital Projects, and (ii) repay principal and interest on debt incurred in connection with past Capital Projects.

Section 2.02. Definitions.

A. "Actual construction costs" include the cost of all activities necessary or incidental to the construction of OC San facilities, such as financing, planning, designing, acquisition of the property or interests in the property, construction, reconstruction, rehabilitation, and repair.

B. "Capital Facilities Capacity Charge (Capacity Charge)" means a one-time, non-discriminatory charge imposed at the time a building or structure is newly connected to OC San's System, directly or indirectly, or an existing structure or category of use is expanded or increased. Said charge is to pay for OC San facilities in existence at the time the charge is imposed, or to pay for new facilities to be constructed in the future, that are of benefit to the property being charged. This charge does not apply to temporary facilities or operations that are regulated under the provisions of a Special Purpose Discharge Permit. A schedule of the Capital Facilities Capacity Charges specified herein will be on file in the Office of the Clerk of the Board of OC San, and in the Building Department of each City within OC San.

C. "Connection fee" means a fee equal to the cost necessary to physically connect a property to OC San's System, including but not limited to, installation of meters, meter boxes, pipelines, and appurtenances to make the connection and which fee does not exceed the actual cost of labor, materials, and overhead for the installation of those facilities.

D. "Non-discriminatory" means that the Capital Facilities Capacity Charge does not exceed an amount determined on the basis of the same objective criteria and methodology applicable to comparable public or non-public users and is not in excess of the proportionate share of the cost of OC San's facilities of benefit to the person or property being charged, based upon the proportionate share of use of those facilities.

E. "Public agency" means the United States or any of its agencies, the State or any of its agencies, the Regents of the University of California, a county, city,

district, school district, local or regional public authority, or any other political entity, subdivision or public corporation of the State.

F. The Supplemental Capital Facilities Capacity Charge, as provided for in Sections 2.07, 2.08, 2.09, and 2.10 of this Ordinance, is an annual charge payable to OC San on a quarterly or annual basis, as determined by OC San. Said charge is required to be paid by dischargers that exceed the maximum quantity of flow or constituents (BOD or SS) allowed as a base use for which the Capacity Charge is paid.

G. "Accessory Dwelling Unit (ADU)" means an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.

H. "Junior Accessory Dwelling Unit (JADU)" means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

Section 2.03. Connection Permits: Required.

A. Connection permits are required of each and every dwelling unit, and each commercial or industrial building, and structure connecting directly or indirectly to OC San's sewerage system facilities. Included are the connections of laterals to local municipal sewerage facilities, and the connection of local municipal sewerage facilities and laterals to OC San's facilities. Multiple detached structures on a single parcel of property shall each be required to obtain a connection permit.

B. Except as authorized by the issuance of a Special Purpose Discharge Permit under Sections 305 – 305.6 of OC San's Wastewater Discharge Regulations, or as authorized pursuant to a special extra territorial service agreement approved by the Board of Directors, no permit shall be valid unless the real property to be served by use of the permit is included within the boundaries of OC San and within the boundaries of a local sewerage agency authorized to maintain public sewerage facilities. However, a permit, as authorized above, may be issued for property to be served outside the boundaries of a local sewerage agency if a local sewerage agency makes application for the issuance of such permit.

There will be a non-discriminatory Capital Facilities Capacity Charge assessed to public agencies for connecting directly or indirectly to OC San's sewerage system facilities, and a connection permit must be obtained.

Section 2.04. Capital Facilities Capacity Charge: Payment Required. No application for a permit for a connection of a structure to OC San's sewerage facility, or to any sewerage facility which discharges into OC San sewerage facility, shall be approved, nor a permit issued, until OC San's Capital Facilities Capacity Charge is paid by the applicant, except as provided for discharges under a Special Purpose Discharge Permit. No connection permit shall be issued unless there is an established category of use of the

property to be served or a valid building permit issued which establishes the category of use of said property.

Section 2.05. Capital Facilities Capacity Charge: Time of Payment.

A. Payment of the Capital Facilities Capacity Charge established by this Ordinance for connection to OC San's sewerage system facilities shall be required at the time of issuance of the building permit for all construction within OC San, except in the case of a building legally exempt from the requirement of obtaining a permit. The payment of the Capital Facilities Capacity Charge for such exempt buildings will be required at the time of and prior to the issuing of a plumbing connection permit for any construction within the territorial limits of OC San, or if none, prior to the issuance of a Certificate of Occupancy.

B. Upon application of any property owner seeking to connect to the District's sewerage system, the General Manager or his designee, upon a finding of compelling need, may, pursuant to the authority of California Health & Safety Code Section 5474, approve of an agreement with the property owner for the payment of the applicable connection charge and/or annexation fees in installment payments over a period of not to exceed five (5) years, bearing an interest rate on the unpaid balance of not to exceed ten (10%) percent per annum and that the charges and interest shall constitute a lien on the property.

Section 2.06. Capital Facilities Capacity Charge and Plan Check and Inspection Fees: Schedule of Amounts.

A. Every person or entity connecting any new or expanded building or structure to OC San's system facilities shall pay a Capital Facilities Capacity Charge in the amount for the applicable category of use set forth on Table A & B, below.

B. Every person or entity connecting any new or expanded building or structure directly to OC San's local or regional system facilities shall pay Plan Check and Inspection Fees in the amount set forth in Table C, below.

TABLE A

CAPITAL FACILITIES CAPACITY CHARGES (CFCC)

NON-RESIDENTIAL, RESIDENTIAL ACCESSORY STRUCTURES, AND ACCESSORY DWELLING UNITS

<u>Use Category</u>	<u>Rate Basis</u>	<u>Base Charge</u>
Low Demand ²	Per 1,000 square feet ¹	\$ 242.00 ¹
Average Demand ^{4,5}	Per 1,000 square feet	\$ 1485.00 ¹
High Demand ³	Per 1,000 square feet	\$ 3521.00 ¹

¹Provided that the minimum Capital Facilities Capacity Charge for such new construction shall be \$5719; and all calculations shall be on a 1,000 square foot, or portion thereof, basis.

²Low Demand connections are the following categories of users: Nurseries; Warehouses; Churches; Truck Terminals; RV Parks; RV Storage Yards; Lumber/Construction Yards; Public Storage Buildings; and other facilities whose wastewater discharge is similar to these listed categories.

³High Demand connections are the following categories of users: Food/Beverage Service Establishments; Supermarkets (with bakery, meat counter, and/or food service); Car Washes; Coin Laundries; Amusement Parks; Shopping Centers with one or more Food/Beverage Service Establishments; Food Courts; Food Processing Facilities; Textile Manufacturers; Breweries; and other facilities whose wastewater discharge is similar to these listed categories.

⁴All other connections are Average Demand users including: Church Offices and Schools; Hotels, Shopping Centers/Strip Malls without food/beverage service establishments, Music Halls without food facilities, Office buildings, Senior Housing with individual living units without kitchens but with a common kitchen

⁵ Residential Accessory Structures such as workshops and hobby shops that connect to the sewer, will be charged at the average demand rate and the minimum charge does not apply.

⁶ Accessory Dwelling Units will be charged at the average demand rate and the minimum charge does not apply.

TABLE B

CAPITAL FACILITIES CAPACITY CHARGES (CFCC) RESIDENTIAL (PER UNIT) *

Single Family Residential (SFR) ¹	<u>Base Charge</u>
5+ Bedrooms	\$ 7,949.00
4 Bedrooms	\$ 6,806.00
3 Bedrooms	\$ 5,719.00
2 Bedrooms	\$ 4,633.00
1 Bedroom	\$ 3,545.00
Multi-Family Residential (MFR) ²	<u>Base Charge</u>
4+ Bedrooms	\$ 6,177.00
3 Bedrooms	\$ 5,090.00
2 Bedrooms	\$ 4,004.00
1 Bedroom	\$ 2,859.00
Studio ³	\$ 1,829.00

*The Base Rate for Residential CFCC is the 3 Bedroom SFR with all others having a rate that is a percentage of the base rate depending on the size of the unit.

¹ Bedroom additions are considered a change of use and a CFCC must be paid. Enclosed loft additions, bonus rooms, offices, workout rooms, media rooms, libraries and any other enclosed addition which could potentially be used as a bedroom are included in this category. The classification of these additions will be reviewed and determined by staff.

² MFR units consist of multiple attached units that are not sold individually and receive one secured property tax bill such as apartments. Multiple attached units that are not sold individually and are senior housing with individual living units that include a kitchen are considered MFR units.

³ Studio – one single room with no separating doors or openings leading to another part of the room (except for a bathroom).

Live/Work units will be charged at the residential rate for the living quarters and at the non-residential rate for the work portion square footage.

TABLE C

PLAN CHECK AND INSPECTION FEE TABLE

INSPECTION FEES FOR SINGLE CONNECTIONS

Lateral installation to property line:

<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
\$950.00	\$980.00	\$1,010.00	\$1,040.00	\$1,070.00

Lateral Installation to with optional cleanout to existing manhole:

<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
\$1,250.00	\$1,290.00	\$1,330.00	\$1,370.00	\$1,410.00

Core drilling into existing manhole base – add:

<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
\$1630.00	\$1,680.00	\$1,730.00	\$1,780.00	\$1,835.00

Installation of new manhole over existing sewer:

<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
\$2,065.00	\$2,125.00	\$2,190.00	\$2,255.00	\$2,325.00

Gas Flap Installation – add:

<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
\$510.00	\$525.00	\$540.00	\$555.00	\$570.00

INSPECTION FEES FOR MULTIPLE CONNECTIONS

Plan check and inspection fees of 20 percent of the sewer construction cost for new tract sewers, sewer extensions or special facilities are required when plans are submitted for plan check.

If additional funds are needed, they must be deposited as soon as they are requested to complete the inspection on the project. If funds are required after the work is completed, they must be paid before OC San finalizes the sewer project.

Section 2.07. Supplemental Capital Facilities Capacity Charge: Significant Commercial – Industrial Users and Significant Special Purpose Dischargers – Definitions.

A. A Significant Commercial – Industrial User (“SCIU”) is any person or entity who discharges commercial or industrial process flow, but excluding domestic sewage flow, in an amount greater than 25,000 gallons per day (“gpd”), or Biochemical Oxygen Demand (“BOD”) greater than 150 pounds per day, or Suspended Solids (“SS”) greater than 150 pounds per day, or who is required to obtain a Waste Discharge Permit, as prescribed by Article 3 of OC San’s Wastewater Regulations, due to having federally or OC San regulated or significant discharges.

B. A Significant Special Purpose Discharger (“SSPD”) is any person or entity who discharges to the sewer system wastewater or process flow in an amount greater than 25,000 gpd (excluding domestic, industrial or commercial) and who is required to obtain a Special Purpose Discharge Permit as prescribed in Section 305 of OC San’s Wastewater Regulations. A Special Purpose Discharger (SPD) discharges 25,000 gpd or less.

C. An Existing SCIU or SSPD is any SCIU or SSPD connected and discharging to OC San’s system prior to January 1, 2000.

D. A New SCIU or SSPD is any user who connects and discharges to OC San’s System pursuant to a Waste Discharge Permit issued on or after January 1, 2000; or if previously connected and not an SCIU, as defined in Subparagraphs 2.07A and B above, but, subsequent to January 1, 2000, increases flow, or BOD, or SS to a level as to constitute an SCIU or SSPD.

E. The maximum discharge allowed to a user, for which a base Capital Facilities Capacity Charge is paid, as per Table A, above, is 25,000 gallons per day (“gpd”), or 150 pounds per day each of BOD and SS (the “base use”). Discharge of flow, or BOD, or SS in amounts greater than allowed by this Subsection 2.07E shall be subject to the provisions of Sections 2.08 and 2.09 hereof.

F. Each Existing SCIU shall have a baseline of allowed discharge of flow, and BOD, and SS established by the OC San as of January 1, 2000. The baseline shall be based upon the discharge for Fiscal Year 1998-99, or upon such other discharge data which OC San determines is representative of the user's actual annual discharge to the sewerage system. Dischargers who are deemed to be SCIU's solely because of the requirements to obtain a Waste Discharge Permit, pursuant to Section 2.07A above, shall have a minimum baseline established as follows: Flow – 25,000 gallons per day; BOD – 150 pounds per day; and SS – 150 pounds per day. The SCIU shall be authorized to discharge flow, and BOD, and SS up to the baseline amounts without payment of a Supplemental Capital Facilities Capacity Charge.

G. Each Existing SPD shall have a baseline of 25,000 gpd. The Existing SPD shall be authorized to discharge flow up to 25,000 gpd without payment of a Supplemental Capital Facilities Capacity Charge.

H. The Supplemental Capital Facilities Capacity Charge, as prescribed by Sections 2.08, 2.09, and 2.10 below, shall be payable commencing with the effective date of this Ordinance.

Section 2.08. Supplemental Capital Facilities Capacity Charge: New Significant Commercial – Industrial Users. In addition to the base Capital Facilities Capacity Charge, as prescribed in Table A, for commercial – industrial use category properties, all New SCIU's shall pay a Supplemental Capital Facilities Capacity Charge for each gallon of flow, or pound of BOD, or SS, exceeding the base use discharge maximums, in the amount shown in Table D.

Section 2.09. Supplemental Capital Facilities Capacity Charge: Significant Special Purpose Dischargers. All SSPDs shall pay a Supplemental Capital Facilities Capacity Charge of \$.002140 per gallon per day for each gallon of flow exceeding 25,000 gallons per day.

Section 2.10. Supplemental Capital Facilities Capacity Charge: Existing Significant Commercial – Industrial Users and Special Purpose Dischargers.

A. All Existing Significant Commercial – Industrial Users connected to and discharging to OC San's System shall be required to pay a Supplemental Capital Facilities Capacity Charge upon the occurrence of either (i) an increase of discharge flow of 25,000 gallons per day ("gpd"), or 25% per day over its established baseline authorization, whichever is lesser; or (ii) an increase of either BOD or SS discharge of 150 pounds each per day, or 25% each per day, whichever is lesser, over its established baseline authorization. The daily averages will be based on the daily discharges for a year, utilizing discharge records and reports of the discharger or OC San.

B. The Supplemental Capital Facilities Capacity Charge shall be in the following amounts for each component that is increased as provided in Section 2.10A above.

TABLE D

SUPPLEMENTAL CAPITAL FACILITIES CAPACITY CHARGES

Daily Charge

	2023-24
FLOW	\$0.002140
BOD	\$0.50063
SS	\$0.30364

FLOW – Gallons Per Day
BOD – Pounds Per Day
SS – Pounds Per Day

C. All Existing SPDs connected and discharging to the sewer shall be required to pay a Supplemental Capital Facilities Capacity Charge upon occurrence of an increase of discharge flow over 25,000 gpd. The Supplemental Capital Facilities Capacity Charge shall be \$ 0.002140 per gallon per day of discharge for each gallon above 25,000 gpd.

D. The Supplemental Capital Facilities Capacity Charge shall be calculated on the basis of the average daily quantity of discharge in excess of the User's baseline or 25,000 gpd for SPDs. The daily averages will be based on the daily discharges for a year, utilizing discharge records and reports of OC San.

Section 2.11. Capital Facilities Capacity Charge: Replacement Structures. For new construction replacing former structures, the Capital Facilities Capacity Charge shall be calculated and paid to OC San on the rate basis of the category of the new use and the amounts as set forth in Tables A and B, less a credit amount, up to the amount of the new Capital Facilities Capacity Charge, equal to a charge, as prescribed in Tables A and B that would be for the prior category of use which was terminated and removed.

Section 2.12. Capital Facilities Capacity Charge: Remodeled Structures. In the case of existing structures connected to OC San's system facilities, to which new construction or alteration is made to change or increase the category of use or number of bedrooms, a Capital Facilities Capacity Charge shall be calculated and paid to OC San on the rate basis of the category of the new use and the amounts as set forth in Tables A and B, less a credit amount, up to the amount of the new Capital Facilities Capacity Charge, equal to a charge, as prescribed in Tables A and B for the prior category of use.

Section 2.13. Accessory Dwelling Units. Notwithstanding Section 2.12, pursuant to Government Code Section 65852.2, OC San shall not collect Capital Facilities Capacity Charges from any ADU if all the following conditions are met:

- (a) the ADU is attached to a single-family residence or accessory structure;

- (b) the ADU is built after the single-family residence;
- (c) the ADU's side and rear setbacks are sufficient for fire safety;
- (d) the ADU has independent exterior access from the existing single-family residence;
- (e) the ADU does not expand the single-family residence;
- (f) the ADU does not expand an accessory structure by more than 150 square feet and that expansion is only used to accommodate ingress and egress and;
- (g) there are no other ADUs on the property.

Section 2.14. Junior Accessory Dwelling Units. Notwithstanding Section 2.12, pursuant to Government Code Section 65852.2, OC San shall not collect Capital Facilities Capacity Charges from a JADU integrated into an existing single-family residence if a local agency approved the JADU pursuant to Government Code Section 65852.22 and a local ordinance.

Section 2.15. Payment of Capital Facilities Capacity Charge: Off-Site Sewers Not Part of Master Plan Relative to Reimbursement Agreements. A charge for connection to off-site sewers which are not included as part of OC San Master Plan and for which a Non-Master Plan Reimbursement Agreement has been entered into between OC San and the property owner, shall be paid in the amount provided for in said Agreement, to be known as a Non-Master Plan Capital Facilities Capacity Charge. The amount set forth in said Agreement shall be the amount due, provided the original Agreement is still in force. The Non-Master Plan Capital Facilities Capacity Charge shall be in addition to the other Capital Facilities Capacity Charges provided for in Sections 2.06 through 2.10 hereinabove, established for property connecting to said facilities.

Section 2.16. No Refund or Transfer. A Capital Facilities Capacity Charge is paid for the connection of a specific building or structure on a parcel of property. No refund of any charge shall be made because of non-use or change of use, or any other reason once the connection has been made. If the connection is not made and the request for connection is withdrawn within 12 months of the payment date, the charges paid will be refunded upon establishing proof from the City or County of a canceled permit. The connection permit is non-transferable to any other parcel of property.

Section 2.17. Baseline Transferability. The baseline of allowed discharge of flow, BOD and SS used to calculate a Supplemental Capital Facilities Capacity Charge shall not be transferable to a different property, nor shall a credit for such previously existing baseline be provided to another SCIU concurrently or subsequently occupying the same property for a different use. Each such SCIU shall pay Supplemental Capital Facilities Capacity Charges in accordance with Section 2.08 above.

Section 2.18. Capital Facilities Capacity Charge Annual Updates. The Capital Facilities Capacity Charge is based upon the most recently completed Facilities Master Plan. The residential, non-residential, and supplemental capital facilities capacity charge will be updated annually based upon the increase in the Engineering News-Record construction cost index for Los Angeles as of December of the prior year until the completion of the next Rate Study.

Section 2.19. Affordable Housing Projects. Per Resolution OCSD 11-02, development projects that include lower income housing units shall not be denied approval of an application for service, nor shall conditions be imposed thereon, or services reduced which are applied for, unless OC San makes specific written findings that the denial, condition, or reduction is necessary due to the existence of one or more of the following:

- (a) insufficient water supply or insufficient water treatment or distribution capacity;
- (b) a State Department of Health Services order prohibiting new water connections;
- (c) insufficient sewer treatment or collection capacity;
- (d) a Regional Water Quality Control Board order prohibiting new sewer connections;
- (e) the applicant has failed to agree to reasonable terms and conditions

ARTICLE III

MISCELLANEOUS

Section 3:01. Application of Ordinance. The provisions of this Ordinance shall be in addition to the provisions of OC San's Wastewater Discharge Regulations for use of OC San's sewage facilities, including provisions for payment of charges or fees related thereto; OC San's ordinance establishing Fees Concerning Annexations of Territory to OC San; and any other OC San Ordinances and Resolutions not in conflict herewith.

Section 3:02. Exceptions. The provisions of this Ordinance shall apply to all owners of properties within OC San, including those properties otherwise deemed exempt from payment of taxes or assessments by provisions of the State Constitution or statute, including properties owned by other public agencies or tax-exempt organizations, except as expressly provided herein.

Section 3:03 Out of Area Sewer Service Agreements. OC San is empowered to contract for the transport, treatment and disposal of wastewaters originating within areas outside of OC San if it is in the best interest of OC San to do so. These Out of Area Sewer Service Agreements will establish fees and charges relative to the services provided by OC San for each individual agreement.

The Board of Directors of the Orange County Sanitation District does further hereby ORDAIN:

SECTION II. Severability. If any provision of this Ordinance, or the application to any person or circumstances is held invalid by order of Court, the remainder of the Ordinance, or the application of such provision to other persons or other circumstances, shall not be affected.

SECTION III. Effective Date. This Ordinance shall take effect July 1, 2023.

SECTION IV. Repeal. Ordinance No. OC SAN-57 is hereby repealed on June 30, 2023.

SECTION V. Certification and Publication. The Clerk of the Board shall certify to the adoption of this Ordinance, and shall cause a summary to be published in a newspaper of general circulation as required by law.

PASSED AND ADOPTED by a vote of not less than two-thirds of the Board of Directors of the Orange County Sanitation District at a Regular Meeting held on March 22, 2023.

Chad Wanke

Chad Wanke (Mar 23, 2023 11:54 PDT)

Chad P. Wanke
Chairman, Board of Directors
Orange County Sanitation District

ATTEST:

Kelly Lore

Kelly Lore (Mar 23, 2023 11:56 PDT)

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

APPROVED AS TO FORM:

Bradley R. Hogin

Bradley R. Hogin
General Counsel
Orange County Sanitation District

STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of Orange County Sanitation District, do hereby certify that the above and foregoing Ordinance No. OC SAN-59 was introduced for first reading at a regular meeting of said Board on the 22nd day of February 2023, and passed and adopted by a vote of not less than two-thirds at a regular meeting of said Board on the 22nd day of March 2023, by the following vote, to wit:

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Scott Minikus, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, John Withers and Debbie Baker (Alternate)
NOES: None
ABSENT: Farrah Khan and Bruce Whitaker
ABSTENTIONS: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Orange County Sanitation District this 22nd day of March 2023.


Kelly Lore (Mar 23, 2023 11:56 PDT)

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District












OC SAN-59

Final Audit Report

2023-03-23

Created:	2023-03-23
By:	Kelly Lore (klore@ocsan.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEQk1EXehdLMYFqBYfS2zKxHdJi-fP6tg

"OC SAN-59" History

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Signature Date: 2023-03-23 - 6:54:53 PM GMT - Time Source: server- IP address: 146.70.173.100
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✔ Agreement completed.

2023-03-23 - 6:56:55 PM GMT

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ADMINISTRATION COMMITTEE

Agenda Report

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

File #: 2024-3578

Agenda Date: 4/24/2024

Agenda Item No: 17.

FROM: Robert Thompson, General Manager
Originator: Wally Ritchie, Director of Finance

SUBJECT:

PROPOSED ORDINANCE NO. OC SAN-60A AMENDING ORDINANCE NO. OC SAN- 60 TO CORRECT ERRORS IN TABLE F AND TABLE G

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

- A. Motion to read Ordinance No. OC SAN-60A by title only and waive reading of said entire Ordinance;
- B. Introduce Ordinance No. OC SAN-60A entitled, "An Ordinance of the Board of Directors of the Orange County Sanitation District, Amending Ordinance No. OC SAN-60 to correct errors in Table F and Table G";
- C. Set May 22, 2024 as the date of the Public Hearing to hear protests and for the second reading of Ordinance No. OC SAN-60A; and
- D. Direct the Clerk of the Board to publish summaries of the Ordinance as required by law.

BACKGROUND

In March 2023, the Orange County Sanitation District (OC San) adopted Ordinance No. OC SAN-60, a new five-year sewer fee rate schedule which provides for equitable and proportionate distribution for the cost of service of operating OC San's wastewater system. In December 2022, HDR Engineering, Inc. issued its "Final Wastewater Rates, Fees, and Charges Study" ("HDR Report"). OC San's Board of Directors received the HDR Report on December 15, 2022. The report includes charges for use for Class I and Class II Permittees, as well as Special Purpose Discharge Permittees. During staff preparation for future rate implementation, clerical errors were discovered in the report tables which reduced three charges. Tables F and G were included in the adopted Ordinance No. OC SAN-60 and require correction.

RELEVANT STANDARDS

- Stable rates, no large unforeseen rate increases

PROBLEM

OC San's Board of Directors approved a five-year rate schedule for Industrial Sewer Service Charges, Wastehauler Charges and Miscellaneous Fees which expires at the end of the current fiscal year. After the adoption of Ordinance No. OC SAN-60, clerical errors were found in Article II, Table F and Table G, related to charges for use for Permittees.

PROPOSED SOLUTION

Adopt Ordinance No. OC SAN-60A to amend and correct the errors in Ordinance No. OC SAN-60.

TIMING CONCERNS

The current Ordinance is in effect. The amendments are required for the corrected rates to take effect.

RAMIFICATIONS OF NOT TAKING ACTION

Revenues will be insufficient to support OC San's operating expenses and the Facilities Master Plan adopted in December 2017.

PRIOR COMMITTEE/BOARD ACTIONS

March 2023 - Adopted Ordinance No. OC SAN-60 entitled, "An Ordinance of the Board of Directors of Orange County Sanitation District Adopting Miscellaneous Charges and Fees Relating to Industrial Dischargers, Source Control Permittees and Wastehaulers and Repealing Ordinance No. OCSD-51."

February 2023 - Introduced Ordinance No. OC SAN-60 entitled, "An Ordinance of the Board of Directors of Orange County Sanitation District Adopting Miscellaneous Charges and Fees Relating to Industrial Dischargers, Source Control Permittees and Wastehaulers and Repealing Ordinance No. OCSD-51;" and Set March 22, 2023, as the date of the Public Hearing to hear protests and for the second reading of Ordinance No. OC SAN-60.

December 2022 - Received and filed the Orange County Sanitation District's 2022 Wastewater Rates, Fees, and Charges Study completed by HDR Engineering, Inc.

ADDITIONAL INFORMATION

N/A

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of OC San's Purchasing Ordinance. These items have 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:

- Proposed Ordinance No. OC SAN-60A
- Ordinance No. OC SAN-60

ORDINANCE NO. OC SAN-60A

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
ORANGE COUNTY SANITATION DISTRICT, AMENDING
ORDINANCE NO. OC SAN-60 TO CORRECT ERRORS IN
TABLE F AND TABLE G

WHEREAS, Ordinance No. OC SAN-60, established charges and fees on industrial dischargers, source control permittees, and waste haulers for services and facilities furnished by the Orange County Sanitation District (OC San) in connection with OC San's sewage collection, treatment, disposal, and reuse system; and

WHEREAS, the Board of Directors wishes to amend Ordinance No. OC SAN-60 to correct clerical errors in Table F and Table G, discovered after the adoption of said Ordinance.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

Section 1: Table F and Table G of Ordinance No. OC SAN-60 are hereby amended as shown on Exhibit "A" attached hereto and incorporated herein by reference.

Section 2: If any provision of this Ordinance is adjudged by a Court of proper jurisdiction to be invalid, or unenforceable, it is the intention of the governing body adopting this Ordinance, that all other provisions shall be valid and enforceable.

Section 3: This Ordinance shall be effective thirty (30) days after adoption.

Section 4: The Clerk of the Board shall Certify to the adoption of this Ordinance and shall cause a summary to be published in a newspaper of general circulation as required by law.

PASSED AND ADOPTED by a vote of not less than two-thirds of the Board of Directors of the Orange County Sanitation District at a Regular Meeting held on May 22, 2024.

Chad P. Wanke
Chairman, Board of Directors
Orange County Sanitation District

ATTEST:

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

APPROVED AS TO FORM:

Bradley R. Hogin
General Counsel
Orange County Sanitation District

STATE OF CALIFORNIA)
)SS.
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of Orange County Sanitation District, do hereby certify that the above and foregoing Ordinance No. OCSD-60A was introduced for first reading at a regular meeting of said Board on the 24th day of April, 2024, and second reading at a regular meeting of said Board on the 22nd day of May, 2024, by the following vote, to wit:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of May, 2024.

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

Exhibit "A"

TABLE F
INDUSTRIAL DISCHARGER, SOURCE CONTROL
AND NON-COMPLIANCE SAMPLING FEES

	<u>Charge</u>
<u>Cost of Processing and Sampling</u> <u>Following a Minor Violation</u>	\$200.00/event
<u>Cost of Processing and Sampling</u> <u>Following a Major Violation</u>	\$400.00/event
<u>Non-Compliance Resampling Fee</u>	\$275.00/event

Cost of Analysis per Fiscal year

Heavy Metals:	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
	\$52.00	\$54.00	\$56.00	\$58.00	\$60.00

- Aluminum
- Antimony
- Arsenic
- Cadmium
- Chromium
- Copper
- Gold
- Lead
- Molybdenum
- Nickel
- Palladium
- Platinum
- Selenium
- Silver
- Thallium
- Tin
- Titanium
- Vanadium
- Zinc

	<u>Per Fiscal Year</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Ammonia Analysis as Nitrogen		\$38.00	\$39.00	\$40.00	\$41.00	\$43.00
Biochemical Oxygen Demand (BOD)		\$57.00	\$59.00	\$60.00	\$62.00	\$64.00
BOD and Suspended Solids (SS) Analysis		\$114.00	\$117.00	\$121.00	\$124.00	\$128.00
Chemical Oxygen Demand		\$38.00	\$39.00	\$40.00	\$41.00	\$43.00
Conductivity		\$76.00	\$78.00	\$81.00	\$83.00	\$85.00
Cyanide (Amenable)		\$171.00	\$176.00	\$181.00	\$187.00	\$192.00
Cyanide (Total)		\$99.00	\$102.00	\$105.00	\$108.00	\$111.00
Total Radium Determination		\$207.00	\$213.00	\$219.00	\$226.00	\$232.00

Gross Alpha and Beta Determination	\$111.00	\$114.00	\$117.00	\$121.00	\$124.00
Tritium Determination	\$102.00	\$105.00	\$108.00	\$112.00	\$115.00
Oil & Grease (Hexane Soluble Matter)	\$95.00	\$98.00	\$101.00	\$104.00	\$107.00
Total Organic Nitrogen	\$76.00	\$78.00	\$81.00	\$83.00	\$85.00
pH	\$38.00	\$39.00	\$40.00	\$41.00	\$43.00
Fluoride	\$38.00	\$39.00	\$40.00	\$41.00	\$43.00
Suspended Solids (Total)	\$57.00	\$59.00	\$60.00	\$62.00	\$64.00
Suspended Solids (Total and Volatile)	\$171.00	\$176.00	\$181.00	\$187.00	\$192.00
Total Dissolved Solids	\$57.00	\$59.00	\$60.00	\$62.00	\$64.00
Total Sulfides	\$83.00	\$87.00	\$89.00	\$92.00	\$95.00
Strontium Determination	\$134.00	\$138.00	\$142.00	\$146.00	\$150.00
Uranium Determination	\$45.00	\$46.00	\$48.00	\$49.00	\$50.00
Mercury (EPA 245.1)	\$76.00	\$78.00	\$81.00	\$83.00	\$86.00
Pharmaceutical Industry (EPA 1666)	\$342.00	\$352.00	\$363.00	\$374.00	\$385.00
Chlorinated Pesticides and Aroclors (EPA 608)	\$128.00	\$132.00	\$136.00	\$140.00	\$144.00
Volatile Organics (EPA 624)	\$304.00	\$313.00	\$322.00	\$332.00	\$342.00
Semi-Volatile Organics (EPA 625)	\$683.00	\$704.00	\$725.00	\$747.00	\$769.00
PFAS	\$413.00	\$431.00	\$444.00	\$457.00	\$471.00
Dissolved Sulfides	\$58.00	\$60.00	\$62.00	\$64.00	\$66.00

SELF-MONITORING AND DATA REPORTING
NON-COMPLIANCE

Cost of Processing and Issuing Significant Non-Compliance Notification	\$165.00
Cost of Processing Annual SNC and Publication	\$485.00
Non-Compliance Appeal Filing Fee*	\$150.00

*Filing Fee will be refunded if customer wins appeal

TABLE G

**CLASS I AND CLASS II PERMITTEES AND
SPECIAL PURPOSE DISCHARGE PERMITTEES**

CHARGES FOR USE (Fiscal Year)

Class I and II	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Flow (*)	\$1676.09	\$1754.41	\$1836.37	\$1922.17	\$2011.98
B.O.D. (**)	\$705.08	\$744.23	\$785.55	\$829.17	\$875.21
S.S. (***)	\$815.51	\$855.92	\$898.34	\$842 942.86	\$989.58

Special Purpose

Discharge Permit	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Flow (*) (Fiscal Year)	\$1676.09	\$1754.41	\$1836.37	\$1922.17	\$2011.98

(*) Flow Per million gallons of Flow

(**) B.O.D. Per thousand pounds of Biochemical Oxygen Demand

(***) S.S. Per thousand pounds of Suspended Solids

All properties located within Revenue Area No. 14 pay no annual service fees. OC San's costs relating to providing service to these properties are billed by OC San directly to the Irvine Ranch Water District, the local agency providing the local sewer service.

ORDINANCE NO. OC SAN-60

AN ORDINANCE OF THE BOARD OF DIRECTORS OF
ORANGE COUNTY SANITATION DISTRICT ADOPTING
MISCELLANEOUS CHARGES AND FEES RELATING TO
INDUSTRIAL DISCHARGERS, SOURCE CONTROL
PERMITTEES AND WASTEHAULERS AND REPEALING
ORDINANCE NO. OCSD-51

WHEREAS, Health & Safety Code Section 5471 authorizes the Board of Directors of the Orange County Sanitation District (OC San) to impose fees and other charges for services and facilities furnished by OC San in connection with OC San's wastewater collection, treatment, disposal, and reuse system; and

WHEREAS, OC San imposes charges and fees on industrial dischargers, source control permittees, and waste haulers pursuant to Ordinance No. OCSD-51 and

WHEREAS, OC San recently retained HDR Engineering, Inc. to evaluate OC San's projected revenue needs and recommend service fees and charges for the period July 1, 2023 to June 30, 2028. In December of 2022, HDR Engineering, Inc. issued its "Final Wastewater Rates, Fees, and Charges Study" (HDR Report). OC San's Board of Directors received the HDR Report on December 15, 2022, and the HDR Report is on file with OC San; and

WHEREAS, the HDR Report recommended specified adjustments to the fees and charges that OC San imposes on industrial dischargers, source control permittees, and waste haulers; and

WHEREAS, the recommendations set forth in the HDR Report are based on various studies and plans including, among others, financial forecasts, and OC San's 2017 Facilities Master Plan ("Master Plan"). The Master Plan identified the capital improvement projects that will be needed over the next 20 years and estimated the cost of each project. OC San's Board of Directors adopted the Master Plan on December 20, 2017; and

WHEREAS, on Wednesday, March 22, 2023 at 6:00 P.M., in OC San's Boardroom on the first floor of its Administration Building located at 10844 Ellis Avenue, Fountain Valley, California, OC San held a properly noticed public hearing, and received and considered comments concerning the proposed charges; and

WHEREAS, the Board of Directors has carefully reviewed the HDR Report and considered oral and written comments from the public, Board Members, OC San staff, and OC San consultants made at and prior to the March 22, 2023 public hearing;

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

SECTION I. Adopt miscellaneous charges and fees relating to industrial discharges, source control permittees, and waste haulers.

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Section 3.03. Severability

Section 3.04. Effective Date

Section 3.05. Repeal

Section 3.06. Certification and Publication

ARTICLE I

RECITAL OF FINDINGS

Section 1.01. Findings – Declaration of Intent.

A. OC San operates a system for the collection, treatment, disposal, and reuse of wastewater ("System"). The System protects human health and the environment from the potentially harmful effects of wastewater.

B. The revenues collected pursuant to this Ordinance shall be used to finance the improvements, programs, and staffing needed to operate, maintain, replace, and improve OC San's existing facilities, fund necessary reserves, and retire debt incurred to finance such activities. The revenues shall be used for no other purpose.

C. The fees and charges established by this Ordinance are based on the information and analysis set forth in the HDR Report and the Master Plan, both of which were made available to the public in accordance with Government Code Section 66016 and other provisions of law.

D. The fees and charges established by this Ordinance do not exceed the estimated reasonable cost of providing the wastewater collection, treatment, disposal, and reuse services for which the fees are charged. The manner in which the costs are allocated to each payor bears a fair or reasonable relationship to the payor's burdens on, and benefits received from, OC San's System.

E. The fees and charges established by this Ordinance will fund the operations, maintenance, construction, rehabilitation, and repair necessary to maintain service within OC San's existing service area. Therefore, adoption of this Ordinance is statutorily exempt under the California Environmental Quality Act pursuant to the provisions of Public Resources Code Section 21080(b)(8) and California Code of Regulations Section 15273(a).

ARTICLE II

MISCELLANEOUS CHARGES AND FEES RELATING TO INDUSTRIAL DISCHARGERS, SOURCE CONTROL PERMITTEES AND WASTEHAULERS

Section 2.01. Purpose and Scope. The purpose of this Ordinance is to recover those costs incurred by OC San (i) on account of industrial dischargers' and waste haulers' use of OC San's facilities; (ii) when administering OC San's source control program; and (iii) when performing non-compliance sampling of industrial wastewater dischargers who have violated OC San's Wastewater Discharge Regulations or the terms and conditions of the discharger's permit. Revenues derived under the provisions of this Ordinance shall be used to defray the costs incurred by OC San (i) on account of such use of OC San's facilities; and (ii) in performing these tasks.

Section 2.02. Administrative Fees and Charges Relating to Permittees. Administrative fees and charges relating to permittees are hereby established in the sum or sums as set forth in Tables E, F, G, H, I and J, below.

Section 2.03. Source Control Non-Compliance Fees. Source control non-compliance fees are hereby established for dischargers' non-compliance sampling and for self-monitoring and data reporting non-compliance, in the sum or sums as set forth in Table F, below.

Section 2.04. Special Purpose Discharge Permittees; Charges for Use. As authorized by Sections 305.5 and 305.6 of OC San's Wastewater Discharge Regulations, charges for use are hereby established for Special Purpose Discharge Permittees, as set forth in Table G, below.

Section 2.05. Class I and Class II Permittees – Charges for Use. As authorized by Sections 302.3, 302.6, 303.3 and 303.6 of OC San's Wastewater Discharge Regulations, the charges for use are hereby established for Class I and Class II Permittees as set forth in Table F, below.

Section 2.06. Wastehauler Charges for Use. As authorized by Sections 306.3 and 306.7 of the OC San's Wastewater Discharge Regulations, the charges for use are hereby established for wastehaulers as set forth in Table H, below.

Section 2.07 Discharge Certifications Charges for Use As authorized by Section 307 of the OC San's Wastewater Discharge Regulations, the charges for use are hereby established for a discharge certification (certified discharger) and Zero Discharge Certification (Certified Zero/No Discharge) as set forth in Table F, below.

Section 2.08. Administrative Appeals.

A. Any user, permit applicant, or permittee affected by any decision, action, or determination by OC San may, within forty-five (45) days of the date of mailing by OC San of the initial invoice for fees imposed pursuant to this Ordinance, request that OC San reconsider imposition of such fees. Following review of such a request, OC San shall notify the user, permit applicant, or permittee by certified mail of OC San's decision on the reconsideration request.

B. Any user, permit applicant, or permittee adversely affected by OC San's decision on the reconsideration request, may file an appeal in accordance with Sections 618 and 621 of OC San's Wastewater Discharge Regulations.

TABLE E

ADMINISTRATIVE FEES AND CHARGES
RELATING TO PERMITTEES

Permit Fees Charges per Fiscal Year

		<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
	Class I/Certified					
A.	Discharger	\$ 1685.00	\$1,791.00	\$1,904.00	\$2,024.00	\$2,152.00
B.	Class II	\$ 554.00	\$ 591.00	\$ 630.00	\$ 672.00	\$ 717.00
C.	SPDP ¹	\$1,192.00	\$1,225.00	\$1,259.00	\$1,293.00	\$1,328.00

D.	SPDP Renewal	\$ 860.00	\$ 913.00	\$ 969.00	\$ 1,029.00	\$ 1,092.00
E.	Wastehauler	\$ 207.00	\$ 225.00	\$ 245.00	\$ 267.00	\$ 291.00
	Zero Discharge					
E.	Certifications	\$ 126.00	\$ 133.00	\$ 140.00	\$ 147.00	\$ 155.00

¹ New permit only - add nonrefundable deposit for first 1 million gallons as defined in Table G

Wastehauler Fees

Charges

F.	Permit Decal Initial Issue	\$ 25.00
G.	Permit Decal Replacement	\$ 50.00
H.	Entry Card Initial Issue	\$ 50.00
I.	Entry Card Replacement	\$100.00
J.	After Hours Discharge – Prearranged	\$102.00/event
K.	After Hours Discharge – Emergency	\$165.00/event

Administrative/Processing Fees

Charges

L.	OC San's Collection of Water Consumption Data	\$ 500.00/permit
M.	Appeal Hearing Filing Fee	\$ 800.00/appeal
N.	Late Application (30 days or less from expiration date)	\$ 500.00
O.	Late Application (15 days or less from expiration date)	\$1,000.00

TABLE F **INDUSTRIAL DISCHARGER, SOURCE CONTROL** **AND NON-COMPLIANCE SAMPLING FEES**

<u>Cost of Processing and Sampling</u> <u>Following a Minor Violation</u>	<u>Charge</u> \$200.00/event
<u>Cost of Processing and Sampling</u> <u>Following a Major Violation</u>	\$400.00/event
<u>Non-Compliance Resampling Fee</u>	\$275.00/event

Cost of Analysis per Fiscal year

Heavy Metals:	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
	\$52.00	\$54.00	\$56.00	\$58.00	\$60.00

- Aluminum
- Antimony
- Arsenic
- Cadmium
- Chromium
- Copper
- Gold
- Lead
- Molybdenum
- Nickel

- Palladium
- Platinum
- Selenium
- Silver
- Thallium
- Tin
- Titanium
- Vanadium
- Zinc

	<u>Per Fiscal Year</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Ammonia Analysis as Nitrogen		\$38.00	\$39.00	\$40.00	\$41.00	\$43.00
Biochemical Oxygen Demand (BOD)		\$57.00	\$59.00	\$60.00	\$62.00	\$64.00
BOD and Suspended Solids (SS) Analysis		\$114.00	\$117.00	\$121.00	\$124.00	\$128.00
Chemical Oxygen Demand		\$38.00	\$39.00	\$40.00	\$41.00	\$43.00
Conductivity		\$76.00	\$78.00	\$81.00	\$83.00	\$85.00
Cyanide (Amenable)		\$171.00	\$176.00	\$181.00	\$187.00	\$182.00
Cyanide (Total)		\$99.00	\$102.00	\$105.00	\$108.00	\$111.00
Total Radium Determination		\$207.00	\$213.00	\$219.00	\$226.00	\$232.00
Gross Alpha and Beta Determination		\$111.00	\$114.00	\$117.00	\$121.00	\$124.00
Tritium Determination		\$102.00	\$105.00	\$108.00	\$112.00	\$115.00
Oil & Grease (Hexane Soluble Matter)		\$95.00	\$98.00	\$101.00	\$104.00	\$107.00
Total Organic Nitrogen		\$76.00	\$78.00	\$81.00	\$83.00	\$85.00
pH		\$38.00	\$39.00	\$40.00	\$41.00	\$43.00
Fluoride		\$38.00	\$39.00	\$40.00	\$41.00	\$43.00
Suspended Solids (Total)		\$57.00	\$59.00	\$60.00	\$62.00	\$64.00
Suspended Solids (Total and Volatile)		\$171.00	\$176.00	\$181.00	\$187.00	\$182.00
Total Dissolved Solids		\$57.00	\$59.00	\$60.00	\$62.00	\$64.00
Total Sulfides		\$83.00	\$87.00	\$89.00	\$92.00	\$95.00
Strontium Determination		\$134.00	\$138.00	\$142.00	\$146.00	\$150.00
Uranium Determination		\$45.00	\$46.00	\$48.00	\$49.00	\$50.00
Mercury (EPA 245.1)		\$76.00	\$78.00	\$81.00	\$83.00	\$86.00
Pharmaceutical Industry (EPA 1666)		\$342.00	\$352.00	\$363.00	\$374.00	\$385.00
Chlorinated Pesticides and Aroclors (EPA 608)		\$128.00	\$132.00	\$136.00	\$140.00	\$144.00
Volatile Organics (EPA 624)		\$304.00	\$313.00	\$322.00	\$332.00	\$342.00
Semi-Volatile Organics (EPA 625)		\$683.00	\$704.00	\$725.00	\$747.00	\$769.00
PFAS		\$413.00	\$431.00	\$444.00	\$457.00	\$471.00
Dissolved Sulfides		\$58.00	\$60.00	\$62.00	\$64.00	\$66.00

SELF-MONITORING AND DATA REPORTING
NON-COMPLIANCE

Cost of Processing and Issuing Significant Non-Compliance Notification	\$165.00
Cost of Processing Annual SNC and Publication	\$485.00
Non-Compliance Appeal Filing Fee*	\$150.00

*Filing Fee will be refunded if customer wins appeal

TABLE G

CLASS I AND CLASS II PERMITTEES AND
SPECIAL PURPOSE DISCHARGE PERMITTEES

CHARGES FOR USE (Fiscal Year)

Class I and II	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Flow (*)	\$1676.09	\$1754.41	\$1836.37	\$1922.17	\$2011.98
B.O.D. (**)	\$705.08	\$744.23	\$785.55	\$829.17	\$875.21
S.S. (***)	\$815.51	\$855.92	\$898.34	\$842.86	\$989.58

Special Purpose

Discharge Permit	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Flow (*) (Fiscal Year)	\$1676.09	\$1754.41	\$1836.37	\$1922.17	\$2011.98

- (*) Flow Per million gallons of Flow
 (**) B.O.D. Per thousand pounds of Biochemical Oxygen Demand
 (***) S.S. Per thousand pounds of Suspended Solids

All properties located within Revenue Area No. 14 pay no annual service fees. OC San's costs relating to providing service to these properties are billed by OC San directly to the Irvine Ranch Water District, the local agency providing the local sewer service.

TABLE H

WASTEHAULER CHARGES FOR USE

	Per Fiscal Year	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>
Within OC San Boundaries*		\$0.09	\$0.09	\$0.09	\$0.09	\$0.09
Outside OC San Boundaries*,**		\$0.32	\$0.32	\$0.32	\$0.32	\$0.32

- (*) Per gallon of truck capacity
 (**) Outside OC San boundaries and inside OC San service area or authorized by OC San's General Manager.

Waste hauled from a source that is not within OC San's service area is prohibited unless authorized by the General Manager. Service area is defined as any area the OC San has an agreement to serve.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Application of Ordinance. The provisions of this Ordinance shall be in addition to the provisions of OC San's Wastewater Discharge Regulations for use of OC San's sewage facilities, including provisions for payment of charges or fees related thereto; OC San's ordinance establishing Fees Concerning Annexations of Territory to OC San; and any other OC San Ordinances and Resolutions not in conflict herewith.

Section 4.02. Exceptions. The provisions of this Ordinance shall apply to all owners of properties within OC San, including those properties otherwise deemed exempt from payment of taxes or assessments by provisions of the State Constitution or statute, including properties owned by other public agencies or tax-exempt organizations, except as expressly provided herein.

Section 4.03 Out of Area Sewer Service Agreements. OC San is empowered to contract for the transport, treatment and disposal of wastewaters originating within areas outside of OC San if it is in the best interest of OC San to do so. These Out of Area Sewer Service Agreements will establish fees and charges relative to the services provided by OC San for each individual agreement.

The Board of Directors of the Orange County Sanitation District does further hereby ORDAIN:

SECTION II. Severability. If any provision of this Ordinance, or the application to any person or circumstances is held invalid by order of Court, the remainder of the Ordinance, or the application of such provision to other persons or other circumstances, shall not be affected.

SECTION III. Effective Date. This Ordinance shall take effect July 1, 2023.

SECTION IV. Repeal. Ordinance No. OCSD-51 is hereby repealed effective June 30, 2023.

SECTION V. Certification and Publication. The Clerk of the Board shall certify to the adoption of this Ordinance and shall cause a summary to be published in a newspaper of general circulation as required by law.

PASSED AND ADOPTED by a vote of not less than two-thirds of the Board of Directors of the Orange County Sanitation District at a Regular Meeting held on March 22, 2023.

Chad Wanke

[Chad Wanke \(Mar 23, 2023 11:55 PDT\)](#)

Chad P. Wanke
Chairman, Board of Directors
Orange County Sanitation District

ATTEST:

Kelly Lore

[Kelly Lore \(Mar 23, 2023 12:00 PDT\)](#)

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District

APPROVED AS TO FORM:

Bradley R. Hogin

Bradley R. Hogin
General Counsel
Orange County Sanitation District

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

I, Kelly A. Lore, Clerk of the Board of Directors of Orange County Sanitation District, do hereby certify that the above and foregoing Ordinance No. OCSD-60 was introduced for first reading at a regular meeting of said Board on the 22nd day of February 2023, and passed and adopted by a vote of not less than two-thirds at a regular meeting of said Board on the 22nd day of March 2023, by the following vote, to wit:

AYES: Brad Avery, Pat Burns, Doug Chaffee, Jon Dumitru, Rose Espinoza, Stephen Faessel, Ryan Gallagher, Glenn Grandis, Phil Hawkins, Johnathan Ryan Hernandez, Steve Jones, Christine Marick, Scott Minikus, Jordan Nefulda, Andrew Nguyen, Robert Ooten, Robbie Pitts, David Shawver, Susan Sonne, Schelly Sustarsic, Chad Wanke, John Withers and Debbie Baker (Alternate)

NOES: None

ABSENT: Farrah Khan and Bruce Whitaker

ABSTENTIONS: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Orange County Sanitation District this 22nd day of March, 2023.

Kelly Lore

Kelly Lore (Mar 23, 2023 12:00 PDT)

Kelly A. Lore, MMC
Clerk of the Board
Orange County Sanitation District












OC SAN-60

Final Audit Report

2023-03-23

Created:	2023-03-23
By:	Kelly Lore (klore@ocsan.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmUhpM7RVYSXhJ9oleuK4-bw1JQpCBObG

"OC SAN-60" History

-  Document created by Kelly Lore (klore@ocsan.gov)
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-  Document emailed to Bradley Hogin (bhogin@wss-law.com) for signature
2023-03-23 - 4:43:49 PM GMT
-  Email viewed by Bradley Hogin (bhogin@wss-law.com)
2023-03-23 - 4:51:04 PM GMT- IP address: 72.203.105.111
-  Document e-signed by Bradley Hogin (bhogin@wss-law.com)
Signature Date: 2023-03-23 - 4:51:13 PM GMT - Time Source: server- IP address: 72.203.105.111
-  Document emailed to chad@chadwanke.com for signature
2023-03-23 - 4:51:15 PM GMT
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2023-03-23 - 6:55:21 PM GMT- IP address: 146.70.173.100
-  Signer chad@chadwanke.com entered name at signing as Chad Wanke
2023-03-23 - 6:55:32 PM GMT- IP address: 146.70.173.100
-  Document e-signed by Chad Wanke (chad@chadwanke.com)
Signature Date: 2023-03-23 - 6:55:34 PM GMT - Time Source: server- IP address: 146.70.173.100
-  Document emailed to Kelly Lore (klore@ocsan.gov) for signature
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-  Document e-signed by Kelly Lore (klore@ocsan.gov)
Signature Date: 2023-03-23 - 7:00:38 PM GMT - Time Source: server- IP address: 47.176.92.30

✔ Agreement completed.

2023-03-23 - 7:00:38 PM GMT

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BOARD OF DIRECTORS

Agenda Report

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

File #: 2024-3584

Agenda Date: 4/24/2024

Agenda Item No: CS-1

FROM: Robert Thompson, General Manager

SUBJECT:

CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(d)(1)

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Convene in Closed Session:

Number of Potential Cases: 1

Orange County Sanitation District v. Robert M. Jackson, et al., Orange County Superior Court Case No. 30-2024-01379706-CU-OR-CJC.

BACKGROUND

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chairperson may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

RELEVANT STANDARDS

- Government Code Sections 54956.8, 54956.9, 54957, or 54957.6, as noted

ATTACHMENT

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

- Memorandum from General Counsel

WOODRUFF

Woodruff & Smart
A Professional Corporation

MEMORANDUM

TO: Hon. Chair and Members of the Orange County Sanitation District Board of Directors

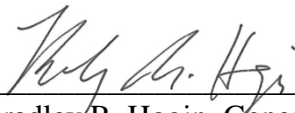
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: April 16, 2024

RE: Closed Session Items

The Board desires to hold a closed session on April 24, 2024 for the purpose of conferring with its legal counsel regarding existing litigation to which the District is a party. The title of the case is *Orange County Sanitation District v. Robert M. Jackson, et al.*, Orange County Superior Court Case No. 30-2024-01379706-CU-OR-CJC. The closed session will be held pursuant to the authority of California Government Code Section 54956.9(d)(1).

Respectfully submitted,

By 
Bradley R. Hogin, General Counsel

WOODRUFF & SMART, APC

555 ANTON BOULEVARD, SUITE 1200 | COSTA MESA, CA 92626-7670 | TELEPHONE (714) 558-7000 | FAX (714) 835-7787

WWW.WOODRUFF.LAW



BOARD OF DIRECTORS

Agenda Report

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

File #: 2024-3586

Agenda Date: 4/24/2024

Agenda Item No: CS-2

FROM: Robert Thompson, General Manager

SUBJECT:

PUBLIC EMPLOYEE APPOINTMENT 54957(B)(1)

RECOMMENDATION: Convene in Closed Session:

Public Employee Appointment

Number of Employees: 1

- General Counsel

BACKGROUND

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chairperson may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

RELEVANT STANDARDS

- Government Code Sections 54956.8, 54956.9, 54957, or 54957.6, as noted

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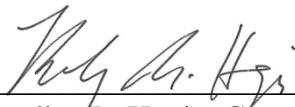
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: April 16, 2024

RE: Closed Session Items

The Board desires to hold a closed session on April 24, 2024 for the purpose of conferring regarding the appointment of the District's General Counsel. Said closed session will be held pursuant to authority of California Government Code Section 54957(b)(1).

Respectfully submitted,

By 
Bradley R. Hogin, General Counsel

WOODRUFF & SMART, APC

555 ANTON BOULEVARD, SUITE 1200 | COSTA MESA, CA 92626-7670 | TELEPHONE (714) 558-7000 | FAX (714) 835-7787

WWW.WOODRUFF.LAW



BOARD OF DIRECTORS

Agenda Report

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

File #: 2024-3591

Agenda Date: 4/24/2024

Agenda Item No: CS-3

FROM: Robert Thompson, General Manager

SUBJECT:

CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(1)

RECOMMENDATION: Convene in Closed Session:

Number of Cases: 1

Arlin Blazevic v. Orange County Sanitation District; Natasha Dubrovski; Lorenzo Tyner; and Does 1-100, inclusive, Superior Court of California, County of Orange, Case No. 30-2020-01149812-CU-WT-CJC.

BACKGROUND

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chairperson may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters.

Reports relating to (a) purchase and sale of real property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

RELEVANT STANDARDS

- Government Code Sections 54956.8, 54956.9, 54957, or 54957.6, as noted

ATTACHMENT

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

- Memorandum from General Counsel

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MEMORANDUM

TO: Hon. Chair and Members the Orange County Sanitation District Board of Directors

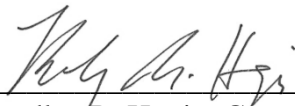
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: April 24, 2024

RE: Closed Session Item

The Board of Directors desires to hold a closed session on April 24, 2024 for the purpose of conferring with its legal counsel regarding existing litigation to which the District is a party. The title of the case is *Arlin Blazevec v. Orange County Sanitation District; Natasha Dubrovski; Lorenzo Tyner; and Does 1-100, inclusive*, Superior Court of California, County of Orange, Case No. 30-2020-01149812-CU-WT-CJC. The closed session will be held pursuant to the authority of California Government Code Section 54956.9(d)(1).

Respectfully submitted,

By 
Bradley R. Hogin, General Counsel

WOODRUFF & SMART, APC

555 ANTON BOULEVARD, SUITE 1200 | COSTA MESA, CA 92626-7670 | TELEPHONE (714) 558-7000 | FAX (714) 835-7787

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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.