



Orange County Sanitation District
STEERING COMMITTEE
Regular Meeting Agenda
Wednesday, October 23, 2019 - 5:00 PM
Conference Room A
Administration Building
10844 Ellis Avenue
Fountain Valley, CA 92708
(714) 593-7433

ACCOMMODATIONS FOR THE DISABLED: Meeting Rooms are wheelchair accessible. If you require any special disability related accommodations, please contact the Orange County Sanitation District 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 Sanitation District's Administration Building located at 10844 Ellis Avenue, Fountain Valley, California, and on the Sanitation District's website at www.ocsd.com not less than 72 hours prior to the meeting date and time above. All public records relating to each agenda item, including any public records distributed less than 72 hours prior to the meeting to all, or a majority of the Board of Directors, are available for public inspection in the office of the Clerk of the Board.

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

MEETING AUDIO: An audio recording of this meeting is available within 24 hours after adjournment of the meeting. Please contact the Clerk of the Board's office at (714) 593-7433 to request the audio file.

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@ocsd.com at least 14 days before the meeting.

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

General Manager: Jim Herberg, jherberg@ocsd.com / (714) 593-7300
Asst. General Manager: Lorenzo Tyner, lttyner@ocsd.com / (714) 593-7550
Asst. General Manager: Rob Thompson, rthompson@ocsd.com / (714) 593-7310
Director of Human Resources: Celia Chandler, cchandler@ocsd.com / (714) 593-7202
Director of Engineering: Kathy Millea, kmillea@ocsd.com / (714) 593-7365
Director of Environmental Services: Lan Wiborg, lwiborg@ocsd.com / (714) 593-7450

CALL TO ORDER**DECLARATION OF QUORUM:****PUBLIC COMMENTS:**

If you wish to address the Committee on any item, please complete a Speaker's Form (located at the back of the room) and submit it to the Clerk of the Board or notify the Clerk of the Board the item number on which you wish to speak. Speakers will be recognized by the Chairperson and are requested to limit comments to three minutes.

REPORTS:

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

CONSENT CALENDAR:

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

1. APPROVAL OF MINUTES**[2019-664](#)****RECOMMENDATION:**

Approve Minutes of the Regular Meeting of the Steering Committee held September 25, 2019.

Originator: Kelly Lore

Attachments: [Agenda Report](#)
[09-25-2019 Steering Committee Minutes](#)

NON-CONSENT:**2. COOPERATIVE PROCUREMENT AGREEMENTS****[2019-582](#)**

RECOMMENDATION: Recommend to the Board of Directors to:

Authorize the purchasing of information technology products, services, and solutions utilizing Cooperative Procurement Agreements (CPA) from U.S. General Services Administration (GSA) IT Schedule 70, National Association of State Procurement Officials ValuePoint Cooperative Purchasing Organization, and OMNIA Partners, Public Sector (formerly U.S. Communities) for the period January 1, 2020 through December 31, 2020 for a total amount not to exceed \$2,000,000, in accordance with Ordinance

No. OCSD-52, Section 2.03(B) Cooperative Purchases, with two (2) one-year renewal options.

Originator: Lorenzo Tyner

Attachments: [Agenda Report](#)

3. **CONTRACT SECURITY SERVICES**

[2019-637](#)

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve 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 renewal options; and
- B. Approve an annual contingency of \$158,819 (10%).

Originator: Celia Chandler

Attachments: [Agenda Report](#)
[Allied Universal Service Contract](#)

INFORMATION ITEMS:

None.

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 ANTICIPATED LITIGATION - GOVERNMENT CODE SECTION 54956.9(d)(2)

[2019-684](#)

RECOMMENDATION: Convene in Closed Session:

Number of Potential Cases: 1

Significant exposure to litigation: Claim of James Chavez

Attachments: [Agenda Report](#)
[Memorandum from General Counsel](#)

CS-2 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2019-686](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)

RECOMMENDATION: Convene in Closed Session:

Number of Cases: 1

Jose O. Cruz v. Orange County Sanitation District Financing Corporation, a California corporation; and Does 1-50, inclusive, Superior Court of California, County of Orange, Case No. 30-2019-01100180-CU-WT-CJC.

Attachments: [Agenda Report](#)
[Memorandum from General Counsel](#)

CS-3 CONFERENCE WITH LEGAL COUNSEL RE EXISTING LITIGATION - [2019-691](#)
GOVERNMENT CODE SECTION 54956.9(d)(1)

RECOMMENDATION: Convene in Closed Session:

Number of Cases: 1

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

Attachments: [Agenda Report](#)
[Memorandum from General Counsel](#)

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 Board members may request staff to place an item on a future agenda.

ADJOURNMENT:

The next Steering Committee meeting is scheduled for Wednesday, November 20, 2019 at 5:00 p.m.



Orange County Sanitation District

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

STEERING COMMITTEE

Agenda Report

File #: 2019-664

Agenda Date: 10/23/2019

Agenda Item No: 1.

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

SUBJECT:

APPROVAL OF MINUTES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION:

Approve Minutes of the Regular Meeting of the Steering Committee held September 25, 2019.

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. OCSD 18-12

ATTACHMENT

The following attachment(s) are included in hard copy and may also be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Minutes of the Steering Committee meeting held September 25, 2019



CALL TO ORDER

A regular meeting of the Steering Committee of the Orange County Sanitation District was called to order by Board Chairman David Shawver on Wednesday, September 25, 2019 at 5:03 p.m. in the Administration Building of the Orange County Sanitation District. The Pledge of Allegiance was led by Director of Environmental Services Lan Wiborg.

DECLARATION OF QUORUM

A quorum was declared present as follows:

Present: David Shawver, John Withers, Robert Collacott, Peter Kim and Chad Wanke
Absent: Tim Shaw and Glenn Parker

STAFF PRESENT:

Jim Herberg, General Manager; Rob Thompson, Assistant General Manager; Lorenzo Tyner, Assistant General Manager; Celia Chandler, Director of Human Resources; Kathy Millea, Director of Engineering; Lan Wiborg, Director of Environmental Services; Kelly Lore, Clerk of the Board; Jennifer Cabral; Mike Dorman; Dean Fisher; Al Garcia; Jim Kavalec; Laurie Klinger; Tina Knapp; Laura Maravilla; Andrew Nau; Tyler Ramirez; Wally Ritchie; and Roya Sohanaki.

OTHERS PRESENT:

Brad Hogin, General Counsel

PUBLIC COMMENTS:

None.

REPORTS:

Board Chairman David Shawver and General Manager Jim Herberg did not provide reports.

CONSENT CALENDAR:**1. APPROVAL OF MINUTES**[2019-531](#)**Originator:** Kelly Lore

MOVED, SECONDED, AND DULY CARRIED TO:

Approve Minutes of the Regular Meeting of the Steering Committee held August 28, 2019.

Ayes: David Shawver, John Withers, Robert Collacott, Peter Kim and Chad Wanke**Noes:** None**Absent:** Tim Shaw and Glenn Parker**Abstentions:** None**NON-CONSENT:****2. GENERAL MANAGER'S FISCAL YEAR 2019-2020 WORK PLAN**[2019-570](#)**Originator:** Jim Herberg

Mr. Herberg introduced and provided a brief history of the item.

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

Receive and file the General Manager's Fiscal Year 2019-2020 Work Plan.

Ayes: David Shawver, John Withers, Robert Collacott, Peter Kim and Chad Wanke**Noes:** None**Absent:** Tim Shaw and Glenn Parker**Abstentions:** None**3. GENERAL MANAGER'S COMPENSATION AND BENEFITS**[2019-593](#)

Board Chair Shawver provided a brief explanation of the item.

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

Adopt Resolution No. OCSD 19-12 entitled, "A Resolution of the Board of Directors of the Orange County Sanitation District approving salary increases and salary range adjustments for the General Manager for Fiscal Year 2019/2020, Fiscal Year 2020/2021, and Fiscal Year 2021/2022", authorizing the Board Chair to implement increases consisting of a 3% salary range adjustment and corresponding salary increase annually and up to a 2.5% merit increase annually based on job performance as determined by the Board of Directors commencing in the first pay period of July 2019 for Fiscal Year 2019/2020.

Ayes: David Shawver, John Withers, Robert Collacott, Peter Kim and Chad Wanke

Noes: None

Absent: Tim Shaw and Glenn Parker

Abstentions: None

4. EXECUTIVE MANAGEMENT TEAM COMPENSATION AND BENEFITS [2019-596](#)
AND MANAGER GROUP COMPENSATION AND BENEFITS

Originator: Celia Chandler

Mr. Herberg provided a brief introduction to the item.

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

- A. Adopt Resolution No. OCSD 19-13 entitled, "A Resolution of the Board of Director of the Orange County Sanitation District approving salary increases, salary range adjustments, and a minor increase to 457(b) matching contributions for At-Will Executive Management Team employees for Fiscal Year 2019/2020, Fiscal Year 2020/2021, and Fiscal Year 2021/2022", authorizing the General Manager to implement increases consisting of a 3% salary range adjustment annually and corresponding salary increases and up to a 5% merit increase annually based on job performance as determined by the General Manager, not to exceed Step 5 of the corresponding salary range, commencing in the first pay period of July 2019 for Fiscal Year 2019/2020.
- B. Adopt Resolution No. OCSD 19-14 entitled, "A Resolution of the Board of Director of the Orange County Sanitation District approving salary increases, salary range adjustments, and a minor increase to 457(b) matching contributions for unrepresented management employees for Fiscal Year 2019/2020, Fiscal Year 2020/2021, and Fiscal Year 2021/2022", authorizing the General Manager to implement increases consisting of a 3% salary range adjustment annually and corresponding salary increases and up to a 5% merit increase annually based on job performance as determined by the General Manager, not to exceed Step 5 of the corresponding salary range, commencing in the first pay period of July 2019 fo Fiscal Year 2019/2020.

Ayes: David Shawver, John Withers, Robert Collacott, Peter Kim and Chad Wanke
Noes: None
Absent: Tim Shaw and Glenn Parker
Abstentions: None

5. CONFIDENTIAL EMPLOYEE GROUP COMPENSATION BENEFITS [2019-597](#)

Originator: Celia Chandler

Mr. Herberg provided a brief introduction to the item.

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

- A. Adopt Resolution No. OCSD 19-15 entitled, "A Resolution of the Board of Director of the Orange County Sanitation District approving salary range adjustments and consideration to establish a Health Retirement Account for unrepresented exempt confidential employees for Fiscal Year 2019/2020, Fiscal Year 2020/2021, and Fiscal Year 2021/2022".
- B. Adopt Resolution No. OCSD 19-16 entitled, "A Resolution of the Board of Director of the Orange County Sanitation District approving salary range adjustments, a minor increase in Development Pay, and consideration to establish a Health Retirement Account for unrepresented non-exempt confidential employees for Fiscal Year 2019/2020, Fiscal Year 2020/2021, and Fiscal Year 2021/2022".

Ayes: David Shawver, John Withers, Robert Collacott, Peter Kim and Chad Wanke
Noes: None
Absent: Tim Shaw and Glenn Parker
Abstentions: None

INFORMATION ITEMS:

None.

CLOSED SESSION:

None.

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

None.

BOARD OF DIRECTORS INITIATED ITEMS FOR A FUTURE MEETING:

Director Wanke requested an item regarding the development of security measures at the new Headquarters Building. Mr. Herberg stated that an update would be coming forward in the near future.

ADJOURNMENT:

Chair Shawver declared the meeting adjourned at 5:15 p.m. to the next Steering Committee meeting to be held on Wednesday, October 23, 2019 at 5:00 p.m.

Submitted by:

Kelly A. Lore, MMC
Clerk of the Board



Orange County Sanitation District

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

STEERING COMMITTEE

Agenda Report

File #: 2019-582

Agenda Date: 10/23/2019

Agenda Item No: 2.

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

SUBJECT:

COOPERATIVE PROCUREMENT AGREEMENTS

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

Authorize the purchasing of information technology products, services, and solutions utilizing Cooperative Procurement Agreements (CPA) from U.S. General Services Administration (GSA) IT Schedule 70, National Association of State Procurement Officials ValuePoint Cooperative Purchasing Organization, and OMNIA Partners, Public Sector (formerly U.S. Communities) for the period January 1, 2020 through December 31, 2020 for a total amount not to exceed \$2,000,000, in accordance with Ordinance No. OCSD-52, Section 2.03(B) Cooperative Purchases, with two (2) one-year renewal options.

BACKGROUND

The Orange County Sanitation District (Sanitation District) desires to utilize the CPA as providers of technology products, services, and solutions. The CPA are needed to provide technology solutions based on competitive contract pricing, breadth of product offerings, availability, and the ease of using online ordering systems. Large capital items will be procured through the bidding process and all purchases continue to follow the existing approval and procurement processes in accordance with Purchasing Ordinance No. OCSD-52. These cooperatives provide deep discounts not normally available through the Sanitation District's bid process.

To properly maintain and provide solutions to the Sanitation District's facilities, the Information Technology (IT) division has a need to purchase technology products, services, and solutions. Such item requirements have been forecasted based upon projected obsolete equipment, historical product failure rates, and new items to address general capacity, redundancy, or security. Since technology changes frequently, it is not appropriate to stock these items in the Sanitation District's warehouses.

IT currently uses vendors providing technology items and recurring maintenance support and services using U.S. General Services Administration (GSA) IT Schedule 70, National Association of State Procurement Officials ValuePoint Cooperative Purchasing Organization, and OMNIA Partners, Public Sector. Purchases include:

- Networking and telephony equipment
- Servers and desktop computers
- Data storage and backup appliances
- Software licenses and maintenance agreements
- Consulting services
- Disaster recovery and cyber security solutions
- Printers, scanners, and monitors
- Computer peripherals
- Uninterruptible power supply components

Example OMNIA Partners, Public Sector contracts include:

- Insight Public Sector Contract: Technology Products, Services and Solutions - Contract Number: 4400006644, Lead Agency: County of Fairfax, Virginia
- Graybar Telecommunications Contract: Telecommunication Supplies - Contract Number: MA-IS-1540125, Lead Agency: County of Los Angeles, California
- DLT Solutions Contract: Oracle Products, Services and Solutions - Contract Number: 13120, Lead Agency: Maricopa County, AZ

Example U.S. General Services Administration (GSA) IT Schedule 70 contracts include:

- Nth Generation Contract - Computer Equipment, Peripherals & Related Services: Promark - Contract No. GS-35F-303DA, Lead State: Maryland
- PCMG Contract - Computer Equipment, Peripherals & Related Services - Contract No. GS-35F-681GA, Lead State: Virginia
- Cority Contract - Computer Equipment, Peripherals & Related Services - Contract No. GS-35F-0032U, Lead Country: Canada

Example NASPO ValuePoint contracts include:

- Hewlett Packard Enterprise: Computer Equipment, Peripherals & Related Services - Master Agreement No. MNNVP-134, Lead State: Minnesota
- HP, Inc.: Computer Equipment, Peripherals & Related Services - Master Agreement No. MNNVP-133, Lead State: Minnesota
- Nimble Storage, Inc.: Computer Equipment: Storage including Related Peripherals & Services - Master Agreement No. MNWNC-122, Lead State: Minnesota

RELEVANT STANDARDS

- Ensure the public's money is wisely spent
- Participate in local, state, and national cooperative purchasing programs
- Maintain a culture of improving efficiency to reduce the cost to provide the current service level or standard

PROBLEM

The procurement process for information technology items and services for the Sanitation District involves many efforts and associated costs. IT and Purchasing work diligently to find ways to streamline the procurement process while minimizing cost concomitant of the procurement of technology items.

PROPOSED SOLUTION

The Sanitation District's purchasing power is limited, therefore, utilizing other large agencies' cooperative agreement(s) who have completed a vetted procurement process is a viable and economical solution.

TIMING CONCERNS

Maintenance and deployment of new systems and solutions is imperative for continued support of plant operations and maintenance initiatives without delay.

RAMIFICATIONS OF NOT TAKING ACTION

Risk of being unable to maintain/deploy or delay IT projects supporting plant operations and maintenance. Increased cost related to the procurement of technology items.

PRIOR COMMITTEE/BOARD ACTIONS

February 2017 - Board approval authorizing the purchase of information technology products, services, and solutions utilizing the U.S. Communities Government Purchasing Alliance and National Association of State Procurement Officials ValuePoint Cooperative Purchasing Organization (NASPO ValuePoint) for the period of March 1, 2017 through February 29, 2020, in accordance with Ordinance No. OCSD-47, Section 2.03(B) Cooperative Purchases.

May 2016 - Board approval authorizing the purchase of information technology hardware, software, services, and licensing & maintenance agreements using the U.S. General Services Agreement (GSA) IT Schedule 70 through the contract expiration date, December 31, 2019, in accordance with Ordinance No. OCSD-47, Section 2.03(B) Cooperative Purchases.

April 2016 - Board approval authorizing purchases of information technology products, services, and solutions using the County of Fairfax, Virginia contract number #440000664 through April 30, 2019.

October 2015 - Board approval of Cooperative procurement with Admin Minnesota Materials Management Division (WSCA/NASPO-HP).

November 2014 - Board approval of Cooperative procurement (WSCA/NASPO-Cisco).

ADDITIONAL INFORMATION

The State of California Procurement Division (PD) is the central purchasing authority for all State departments and local government agencies. With a massive marketplace and billions of dollars in

purchasing power, they can offer a lower procurement cost to California's State, county, city, special district, education, and other government entities through their Leveraged Procurement Agreements (LPAs). LPAs allow entities/agencies to buy directly from suppliers through existing contracts and agreements. LPAs offered by the State to California governmental agencies include the OMNIA Partners, Public Sector and National Association of State Procurement Officials (NASPO) ValuePoint for technology products, equipment and technology services, and solutions. Upon utilization of each contract under these LPAs, Sanitation District staff verifies competitiveness of pricing based upon volume purchasing through these cooperatives.

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization for the public sector that reduces the cost of goods and services by aggregating the purchasing power of public agencies nationwide. All cooperative contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency using applicable procurement laws and regulations.

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) provides the highest standard of excellence in public cooperative contracting. The organization leverages the leadership and expertise of all states with the purchasing power of their public entities, NASPO ValuePoint delivers best value, reliable, competitively sourced contracts. Since 1993, NASPO ValuePoint has been the cooperative purchasing arm of NASPO, encouraging, fostering, and guiding the nation's most significant public contract cooperative. NASPO ValuePoint is a unified, nationally focused cooperative aggregating the demand of all 50 states, the District of Columbia, and the organized US territories, their political subdivisions, and other eligible entities spurring best value, innovation, and competition in the marketplace.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted. (FY2018-19 and FY2019-20 Budget, Section 6, Page 36, Line item: Professional & Contractual Services and Repairs & Maintenance FY2018-19 and FY2019-20 Budget, Section 8, Page 48, Information Technology Capital Program (M-MC-IT)).

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

N/A



Orange County Sanitation District

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

STEERING COMMITTEE

Agenda Report

File #: 2019-637

Agenda Date: 10/23/2019

Agenda Item No: 3.

FROM: James D. Herberg, General Manager
Originator: Celia Chandler, Director of Human Resources

SUBJECT:

CONTRACT SECURITY SERVICES

GENERAL MANAGER'S RECOMMENDATION

RECOMMENDATION: Recommend to the Board of Directors to:

- A. Approve 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 renewal options; and
- B. Approve an annual contingency of \$158,819 (10%).

BACKGROUND

The Orange County Sanitation District (Sanitation District) utilizes a third-party security services firm to provide security services at both treatment plants including the Administration Building, Mount Langley property, and outlying pump stations. These services are intended to minimize risk and to protect people, infrastructure, and operations against threats of injury and loss or damage by criminal, hostile, or malignant acts.

In September 2016, the Board of Directors approved a one-year contract with Securitas Security Services, USA for Contract Security Services with four one-year renewal options. The contract has been renewed twice, with the second renewal period set to expire on October 31, 2019. In anticipation of the expiration of the current contract, staff issued a request for proposals (RFP) for prospective security firms in June 2019 and has exercised a portion of the remaining renewal option with Securitas through December 31, 2019.

RELEVANT STANDARDS

- Protect Orange County Sanitation District assets
- Commitment to safety & reducing risk in all operations
- Provide a safe and collegial workplace

PROBLEM

The Sanitation District relies on contract security services at all of our properties. The current contract with Securitas Security Services, USA expires on October 31, 2019 and staff has decided not to exercise the final renewal option.

PROPOSED SOLUTION

Advertise a RFP to get competitive proposals from prospective security firms and award a contract to the top ranked firm to ensure that the Sanitation District is receiving the required level of security services at a competitive price.

TIMING CONCERNS

The existing security services contract period expires on October 31, 2019. In order to have an orderly transition, staff has exercised a portion of the remaining contract renewal options through December 31, 2019. Board approval of the new contract with Allied Universal, with a start date of December 1, 2019, is recommended to ensure sufficient time for mobilization and handover of responsibilities to the new firm.

RAMIFICATIONS OF NOT TAKING ACTION

The Sanitation District would need to extend the current contract with Securitas Security Services, USA, as the Sanitation District does not have the personnel or expertise to provide the necessary security services.

PRIOR COMMITTEE/BOARD ACTIONS

September 2016 - Board Approved Specification No. S-2016-775BD for a one (1) year plant security services contract with up to four (4) one-year renewals with Securitas Security Services, USA.

ADDITIONAL INFORMATIONScope of Security Services:

Contract security guards are primarily responsible for controlling access to Sanitation District facilities. Additionally, security assists in securing property and critical infrastructure, and ensuring the safety of our employees, visitors, and contractors. Access control includes validating employees' access, processing and validating visitors and contractors, and operating and/or monitoring security cameras. Security also reports crimes to law enforcement and reports incidents to Plant Operations and Risk Management for further action and follow up. Consequently, the Sanitation District relies heavily on contract security guards to be the "eyes and ears" while staff focuses on core business and accomplishing the mission.

The new service contract will expand the Scope of Work (SOW) for contracted security services to include one additional armed security officer position at each of the three (3) Sanitation District contractor's gates.

Firm Selection:

The Sanitation District requested and advertised for proposals for Security Services Contract on June 7, 2019. The following evaluation criteria were described in the request for proposals and used to determine the most qualified firm.

CRITERION	WEIGHT
Qualifications of Firm	20%
Staffing and Project Organization	20%
Work Plan	30%
Cost	20%
Presentation	10%

Thirteen (13) proposals were received on July 16, 2019 and evaluated in accordance with the evaluation process set forth in Ordinance No. OCSD-52. On July 3, 2019, the Sanitation District released Addendum #1 (Notice to Proposers) to Appendix A (Scope of Work/Technical Specifications). The Sanitation District provided four (4) separate clarifications and changes to the Scope of Work and provided a written response to ninety-three (93) questions that were submitted by the prospective proposers. The pre-selected evaluation team from the Sanitation District consisted of the following individuals:

Human Resources & Risk Manager
 Safety & Health Supervisor
 Chief Plant Operator
 Security & Emergency Planning Specialist

Evaluation:

The Evaluation criteria, (qualifications, staffing and project organization, and work plan) were used to score and rank the thirteen (13) proposals submitted on July 16, 2019. All proposals were accompanied by a sealed cost proposal, none of which were opened until all proposals were evaluated. The following table indicates the weighted score and rankings among the submitted proposals:

RANK	PROPOSER	WEIGHTED SCORE (Points) & RANKING
1	Allied Universal	590.00
2	Securitas Security Services, USA	518.75
3	Absolute Security International Inc.	506.25
4	Project 7 Security Group	456.25
5	American Guard Services Inc.	422.50
6	Command Security Company	418.75
7	Power Security Group Inc.	360.00
8	Select Patrol Agency Inc.	347.50

9	DSI Security Services	345.00
10	Contact Security Services	342.50
11	Alltech Industries Inc.	341.25
12	Servexo Protective Services	320.00
13	Picore Beristain Initiative Inc.	221.25

Following scoring by the evaluation team, the three (3) highest ranking firms (Allied Universal; Securitas Security Services, USA; and Absolute Security International Inc.) were selected for interviews. The interviews were conducted on August 27, 2019. Following the interview, each member of the evaluation team ranked the firms based on both the proposals and interviews using the evaluation criteria and weighting described above.

In this request for proposal process, cost is a weighted factor and has already been included. This process is different from the professional design services contract where cost is not included. Based on the ranking shown below, Allied Universal was selected as the most qualified firm.

RANK	PROPOSER	WEIGHTED SCORE (Points) & RANKING
1	Allied Universal	854.74
2	Securitas Security Services, USA	778.75
3	Absolute Security International Inc.	704.03

The Sanitation District's current budget for security services is \$1.6 million dollars. The total estimated annual cost for security services submitted by Allied Universal for Specification No. S-2019-1079BD was \$1,588,195. The Sanitation District will see a budget cost savings of approximately \$11,800, which will include the expanded SOW for security services through FY19-20 with up to four (4) one-year renewals.

CEQA

N/A

FINANCIAL CONSIDERATIONS

This request complies with authority levels of the Sanitation District's Purchasing Ordinance. This item has been budgeted. (Line item: Section 4, Page 9).

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
10/23/2019	\$1,588,195	\$158,819

ATTACHMENT

The following attachment(s) may be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Allied Universal Service Contract

SERVICE CONTRACT
Security Services
Specification No. S-2019-1079BD

THIS CONTRACT is made and entered into as of the date fully executed below, by and between Orange County Sanitation District, with a principal place of business at 10844 Ellis Avenue, Fountain Valley, CA 92708 (hereinafter referred to as "OCSD") and **Allied Universal Security Services** with a principal place of business at **1551 N. Tustin Ave, Suite 650, Santa Ana, CA 92705** (hereinafter referred to as "Contractor") collectively referred to as the "Parties".

WITNESSETH

WHEREAS, OCSD desires to temporarily retain the services of Contractor for Security Services "Services" as described in Exhibit "A"; and

WHEREAS, OCSD has chosen Contractor to conduct Services in accordance with Ordinance No. OCSD-52; and

WHEREAS, on October 23, 2019, the **Board of Directors** of OCSD, by minute order, authorized execution of this Contract between OCSD and Contractor; and

WHEREAS, Contractor is qualified by virtue of experience, training, and expertise to accomplish such Services,

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

1. Introduction

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

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

Exhibit "A" Scope of Work

A1. Scope of Work

A2. Addendum #1

Exhibit "B" Proposal

B1. Contractor's Proposal – Letter of Offer dated July 16, 2019

B2. Contractor's Proposal – Security Program for OCSD dated July 16, 2019

B3. Contractor's Best and Final offer dated September 13, 2019

Exhibit "C" Acknowledgement of Insurance Requirements

Exhibit "D" OCSD Safety Standards

Exhibit "E" Not Used

Exhibit "F" Human Resources Policies

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 of this Contract shall in all respects govern and control.

- 1.4 The provisions of this Contract may be amended or waived only by a writing executed by authorized representatives of both Parties hereto.
- 1.5 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.
- 1.6 The term “days”, when used in the Contract, shall mean calendar days, unless otherwise noted as business days.
- 1.7 OCSD holidays (non-working days) are as follows: New Year’s Day, Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.
- 1.8 The term “hours”, when used in this Contract, shall be as defined in Exhibit “A”.
- 1.9 Contractor shall provide OCSD with all required premiums and/or overtime work at no charge beyond the price provided under “Compensation” below.
- 1.10 Except as expressly provided otherwise, OCSD accepts no liability for any expenses, losses, or action incurred or undertaken by Contractor as a result of work performed in anticipation of purchases of said services by OCSD.
2. **Compensation** Compensation to be paid by OCSD to Contractor for the Services provided under this Contract shall be a total amount not exceed **one million five hundred eighty eight thousand one hundred ninety five Dollars (\$1,558,195.00)**.
3. **California Department of Industrial Relations (DIR) Registration and Record of Wages**
 - 3.1 To the extent Contractor’s employees and/or its subcontractors who will perform Work during the design and preconstruction phases of a construction contract for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Contractor and its subcontractors shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the work is subject to compliance monitoring and enforcement by the DIR.
 - 3.2 The Contractor and its subcontractors shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code 1771.4(a)(3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
 - 3.3 Pursuant to Labor Code Section 1776, the Contractor and its subcontractors shall furnish a copy of all certified payroll records to OCSD and/or general public upon request, provided the public request is made through OCSD, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations.
 - 3.4 The Contractor and its subcontractors shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).
4. **Payments and Invoicing**
 - 4.1 Contractor shall be paid monthly by OCSD upon approval of invoices by OCSD’s Project Manager or designee, for Services rendered as required in Exhibit “A”. OCSD, at its sole

discretion, shall be the determining party as to whether the Services have been satisfactorily completed.

- 4.2 Invoices shall be emailed by Contractor to OCSD Accounts Payable at APStaff@OCSD.com and "INVOICE" with the Purchase Order Number and Specification No. S-2019-1079BD shall be referenced in the subject line.

5. **Audit Rights** Contractor agrees that, during the term of this Contract and for a period of three (3) years after its termination, OCSD 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.

6. **Scope of Work** Subject to the terms of this Contract, Contractor shall perform the Services identified in Exhibit "A". Contractor shall perform said Services in accordance with generally accepted industry and professional standards.

7. **Modifications to Scope of Work** Requests for modifications to the Scope of Work hereunder can be made by OCSD at any time. All modifications must be made in writing and signed by both Parties.

8. **Contract Term**

The Services provided under this Agreement shall be for the period of one (1) year commencing on December 1, 2019 and continuing through November 30, 2020.

9. **Renewals**

- 9.1 OCSD may exercise the option to renew this Contract for up to **four (4) one-year periods** based upon the criteria set forth in Exhibit "A", under the terms and conditions contained herein. OCSD shall make no obligation to renew nor give reason if it elects not to renew.

- 9.2 This Contract may be renewed by OCSD Purchase Order.

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

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

12. **Termination**

- 12.1 OCSD 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 OCSD of intent to terminate. Upon receipt of a termination notice, Contractor shall immediately discontinue all work under this Contract (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Contractor for work performed (cost and fee) to 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 OCSD from any further fee, cost or claim hereunder by Contractor other than for work performed to the date of termination.

- 12.2 OCSD reserves the right to terminate this Contract immediately upon OCSD's determination that Contractor is not complying with the Scope of Work requirements, if the level of service is inadequate, or any other default of this Contract.

- 12.3 OCSD may also immediately cancel for default of this Contract 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 total amount of compensation exceeds the amount authorized under this Contract.
- 12.4 All OCSD property in the possession or control of Contractor shall be returned by Contractor to OCSD upon demand, or at the termination of this Contract, whichever occurs first.
13. **Insurance** Contractor and all subcontractors shall purchase and maintain, throughout the life of this Contract and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements (attached hereto and incorporated herein as Exhibit "C"). Contractor shall not commence work under this Contract until all required insurance is obtained in a form acceptable to OCSD, 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 maintain required insurance coverage shall result in termination of this Contract.
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 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 sole active negligence of or willful misconduct of OCSD, Contractor shall indemnify, protect, defend and hold harmless OCSD, its elected and appointed officials, officers, agents and employees, from and against any and all claims, liabilities, damages or expenses of any nature, including attorneys' fees: (a) for injury to or death of any person or damage to property or interference with the use of property, arising out of or in connection with 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 OCSD, and with well qualified, adequately insured, and experienced legal counsel acceptable to OCSD.
15. **OCSD Safety Standards** OCSD requires Contractor and its subcontractor(s) to follow and ensure their employees follow all Federal, State, and local regulations as well as OCSD Safety Standards while working at OCSD locations. If during the course of the Contract it is discovered that OCSD Safety Standards do not comply with Federal, State, or local regulations, then the Contractor is required to follow the most stringent regulatory requirement at no additional cost to OCSD. Contractor and all of its employees and subcontractors, shall adhere to all applicable OCSD Safety Standards attached hereto in Exhibit "D" and the Human Resources Policies (Exhibit "F").

16. **Warranties** In addition to the warranties stated in Exhibit "A", the following shall apply:
- 16.1 Manufacturer's standard warranty shall apply. All manufacturer warranties shall commence on the date of acceptance by the OCSD Project Manager or designee of the work as complete.
- 16.2 Contractor's Warranty (Guarantee): If within a one (1) year period of completion of all work as specified in Exhibit "A", OCSD 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 OCSD and Contractor, take all such actions as are necessary to correct or complete the noted deficiency(ies) at Contractor's sole expense.
17. **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 said party shall use reasonable efforts to minimize the extent of the delay. Work affected by a Force Majeure condition may be rescheduled by mutual consent or may be eliminated from the Contract.
18. **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.
19. **Familiarity with Work** By executing this Contract, Contractor warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3) it understands the facilities, difficulties and restrictions of the work under this Contract. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by OCSD, it shall immediately inform OCSD of this and shall not proceed, except at Contractor's risk, until written instructions are received from OCSD.
20. **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 California Water Codes Division 2.
21. **Licenses, Permits, Ordinances and Regulations** Contractor represents and warrants to OCSD that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to engage in this work. Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to the work performed under the terms of this Contract will be paid by Contractor.
22. **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 harmless from any and all damages and liabilities assessed against OCSD as a result of Contractor's noncompliance therewith. Any permission required by law to be included herein shall be deemed included as a part of this Contract whether or not specifically referenced.
23. **Contractor's Employees Compensation**
- 23.1 **Davis-Bacon Act** – Contractor will pay and will require all subcontractors to pay all employees on said project a salary or wage at least equal to the prevailing rate of per diem wages as determined by the Secretary of Labor in accordance with the Davis-Bacon Act for each craft or type of worker needed to perform the Contract. The provisions of the Davis-

Bacon Act shall apply only if the Contract is in excess of two thousand dollars (\$2,000.00) and when twenty-five percent (25%) or more of the Contract is funded by Federal assistance. If the aforesaid conditions are met, a copy of the provisions of the Davis-Bacon Act to be complied with are incorporated herein as a part of this Contract and referred to by reference.

- 23.2 General Prevailing Rate – OCSD has been advised by the State of California Director of Industrial Relations of its determination of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of same are on file in the Engineering Department. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this Contract as required by Labor Code Section 1774 of the State of California. Per California Labor Code 1773.2, OCSD will have on file copies of the prevailing rate of per diem wages at its principal office and at each project site, which shall be made available to any interested party upon request.
- 23.3 Forfeiture For Violation – Contractor shall, as a penalty to OCSD, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.
- 23.4 Apprentices – Sections 1777.5, 1777.6, 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices are applicable to this Contract and the Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more or twenty (20) working days or more; or if contracts of specialty contractors not bidding for work through the general or prime Contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.
- 23.5 Workday – In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and the Contractor shall not require more than eight (8) hours of labor in a day from any person employed by it hereunder. Contractor shall conform to Article 3, Chapter 1, Part 7 (Section 1810 et seq.) of the Labor Code of the State of California and shall forfeit to OCSD as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the project.
- 23.6 Record of Wages; Inspection – Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the project and agrees to require that each of its subcontractors do the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. Penalties for non-compliance with the requirements of Section 1776 may be deducted from project

payments per the requirements of Section 1776.

24. **South Coast Air Quality Management District's (SCAQMD) Requirements** It is Contractor's responsibility 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 the SCAQMD.
25. **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.
26. **Breach** The waiver of 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 OCSD does not object shall not operate as a waiver of OCSD's rights to seek remedies available to it for any subsequent breach.
27. **Remedies** In addition to other remedies available in law or equity, if the Contractor fails to make delivery of the goods or Services or repudiates its obligations under this Contract, or if OCSD rejects the goods or Services or revokes acceptance of the goods or Services, OCSD may (1) cancel the Contract; (2) recover whatever amount of the purchase price OCSD has paid, and/or (3) "cover" by purchasing, or contracting to purchase, substitute goods or Services for those due from Contractor. In the event OCSD elects to "cover" as described in (3), OCSD shall be entitled to recover from Contractor as damages the difference between the cost of the substitute goods or Services and the Contract price, together with any incidental or consequential damages.
28. **Dispute Resolution**
- 28.1 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.
- 28.2 In the event the Parties are unable to timely resolve the dispute through mediation, the issues in dispute shall be submitted to arbitration pursuant to California Code of Civil Procedure, Part 3, Title 9, Sections 1280 et seq. For such purpose, an agreed arbitrator shall be selected, or in the absence of agreement, each party shall select an arbitrator, and those two (2) arbitrators shall select a third. Discovery may be conducted in connection with the arbitration proceeding pursuant to California Code of Civil Procedure Section 1283.05. The arbitrator, or three (3) arbitrators acting as a board, shall take such evidence and make such investigation as deemed appropriate and shall render a written decision on the matter in question. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California. The arbitrator's decision and award shall be subject to review for errors of fact or law in the Superior Court for the County of Orange, with a right of appeal from any judgment issued therein.

29. **Attorney's Fees** If any action at law or inequity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.
30. **Survival** The provisions of this Contract dealing with Payment, Warranty, Indemnity, and Forum for Enforcement, shall survive termination or expiration of this Contract.
31. **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.
32. **Damage to OCSD's Property** Any of OCSD's property damaged by Contractor, any subcontractors or by the personnel of either will be subject to repair or replacement by Contractor at no cost to OCSD.
33. **Disclosure** Contractor agrees not to disclose, to any third party, data or information generated from this project without the prior written consent from OCSD.
34. **Independent Contractor** The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor an OCSD 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 OCSD's officers, employees, or agents. Contractor and its officers, employees, and agents shall obtain no rights to any benefits which accrue to OCSD's employees.
35. **Limitations upon Subcontracting and Assignment** Contractor shall not delegate any duties nor assign any rights under this Contract without the prior written consent of OCSD. Any such attempted delegation or assignment shall be void.
36. **Third Party Rights** Nothing in this Contract shall be construed to give any rights or benefits to anyone other than OCSD and Contractor.
37. **Non-Liability of OCSD Officers and Employees** No officer or employee of OCSD shall be personally liable to Contractor, or any successor-in-interest, in the event of any default or breach by OCSD or for any amount which may become due to Contractor or to its successor, or for breach of any obligation for the terms of this Contract.
38. **Read and Understood** By signing this Contract, Contractor represents that he has read and understood the terms and conditions of the Contract.
39. **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.
40. **Entire Contract** This Contract constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

- 41. Notices** All notices under this Contract must be in writing. Written notice shall be delivered by personal service or sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. 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:

OCSD: Darius Ghazi
Senior Buyer
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708

Contractor: Steve Claton
Southwest Regional President
Company Name
Street Address
City, State, Zip Code

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

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

ORANGE COUNTY SANITATION DISTRICT

Dated: _____ By: _____
David John Shawver
Chair, Board of Directors

Dated: _____ By: _____
Kelly A. Lore
Clerk of the Board

Dated: _____ By: _____
Ruth Zintzun
Purchasing and Contracts Manager

COMPANY

Dated: _____ By: _____

Print Name and Title of Officer

IRS Employer's I.D. Number



Orange County Sanitation District

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

BOARD OF DIRECTORS

Agenda Report

File #: 2019-684

Agenda Date: 10/23/2019

Agenda Item No: CS-1

FROM: James D. Herberg, General Manager

SUBJECT:

CONFERENCE WITH LEGAL COUNSEL RE ANTICIPATED LITIGATION - GOVERNMENT CODE SECTION 54956.9(D)(2)

RECOMMENDATION: Convene in Closed Session:

Number of Potential Cases: 1

Significant exposure to litigation: Claim of James Chavez

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) are included in hard copy and may also be viewed on-line at the OCSD website (www.ocsd.com) with the complete agenda package:

- Memorandum from General Counsel

MEMORANDUM

TO: Hon. Chair and Members of the Orange County Sanitation District Steering Committee

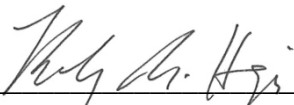
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: October 16, 2019

RE: Closed Session Items

The Steering Committee desires to hold a closed session on October 23, 2019 for the purpose of conferring with its legal counsel regarding anticipated litigation. Existing facts and circumstances reflect a significant exposure to litigation against the District. The closed session will be held pursuant to the authority of California Government Code Section 54956.9(d)(2). The facts and circumstances are as follows: on June 7, 2019, the District received a claim for damages from James Michael Chavez, a former employee.

Respectfully submitted,

By 
Bradley R. Hogin, General Counsel



Orange County Sanitation District

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

STEERING COMMITTEE

Agenda Report

File #: 2019-686

Agenda Date: 10/23/2019

Agenda Item No: CS-2

FROM: James D. Herberg, 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

Jose O. Cruz v. Orange County Sanitation District Financing Corporation, a California corporation; and Does 1-50, inclusive, Superior Court of California, County of Orange, Case No. 30-2019-01100180-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

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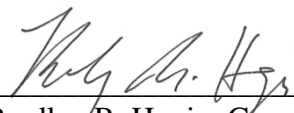
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: October 16, 2019

RE: Closed Session Items

The Steering Committee desires to hold a closed session October 23, 2019 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 *Jose O. Cruz v. Orange County Sanitation District Financing Corporation, a California corporation; and Does 1-50, inclusive*, Superior Court of California, County of Orange, Case No. 30-2019-01100180. 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



Orange County Sanitation District

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

STEERING COMMITTEE

Agenda Report

File #: 2019-691

Agenda Date: 10/23/2019

Agenda Item No: CS-3

FROM: James D. Herberg, 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

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

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

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- Memorandum from General Counsel

MEMORANDUM

TO: Hon. Chair and Members of the Orange County Sanitation District Steering Committee

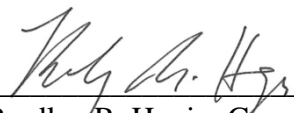
FROM: Bradley R. Hogin, Esq.
General Counsel

DATE: October 16, 2019

RE: Closed Session Items

The Steering Committee desires to hold a closed session October 23, 2019 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 *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. 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