



AGENDA

INVOCATION AND PLEDGE OF ALLEGIANCE: (Joe Shaw, City of Huntington Beach)

DECLARATION OF QUORUM:

PUBLIC COMMENTS: *If you wish to speak, please complete a Speaker's Form (located at the table outside of the Board Room) and give it to the Clerk of the Board. Speakers are requested to limit comments to three minutes.*

REPORTS: *The Chair 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.*

CLAIMS:

DIRECTORS: *Pursuant to Government Code Section 84308, you are required to disclose any campaign contribution greater than \$250 received in the past twelve months from any party seeking a contract with OCSD. This requires that you identify the contributor by name. Further, you may not participate in the decision making process to award a contract to such party. For reference, you are directed to the Register of Warrants as to all current contractors/vendors with OCSD. For the specifics of Government Code Section 84308, please see your Director's Handbook or call the office of General Counsel.*

1. Ratify payment of claims of the District, by roll call vote, as follows:

<u>Claims Paid for the Period Ending:</u>	<u>03/15/13</u>	<u>03/31/13</u>
Totals	\$17,967,380.42	\$10,787,295.78

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 Any items withdrawn from the Consent Calendar for separate discussion will be considered in the regular order of business.*

2. Approve minutes for the Regular Board Meeting held on March 27, 2013.

3. A. Consider extending effective period of local sanitary sewer service charges.
- B. Motion to read Ordinance No. OCSD-43 by title only and waive reading of said entire ordinance on April 24, 2013.
- C. Introduce Ordinance No. OCSD-43, an Ordinance of the Board of Directors of Orange County Sanitation District Amending Ordinance No. OCSD-38 To Extend The Stated Effective Period Of The Existing Local Sanitary Sewer Service Charges For Customers Receiving Local Sanitary Sewer Service In Former Revenue Area 7: Adopting Revised Table A Extending Stated Effective Period Of Existing Local Sanitary Sewer Service Charges And Revised Table B Property Use Classifications.
- D. Set May 22, 2013, as the date of the Public Hearing to hear protests and for the second reading of the Ordinance No. OCSD-43.

STEERING COMMITTEE:

4. Approve minutes for the Steering Committee Meeting held on March 27, 2013.

OPERATIONS COMMITTEE:

5. Approve minutes for the Operations Committee Meeting held on April 3, 2013.
6. A. Award a contract to Brenntag Pacific, Inc. for the Purchase of Sodium Hydroxide (Caustic Soda) 50% solution, Specification No. C-2013-561BD, for the period July 1, 2013 through June 30, 2014, for a unit price of \$486.00 per dry ton delivered, plus applicable sales tax for an estimated annual amount of \$322,801 with four one-year renewals; and,
 - B. Approve a (10%) unit price contingency.

ADMINISTRATION COMMITTEE:

7. Approve Minutes of the Administration Committee Meeting held on April 10, 2013.
8. A. Authorize the General Manager to enter into contracts for Temporary Employment Services (Specification No. CS-2009-421BD) for a total amount not to exceed \$364,000 per year, for a one-year period (July 1, 2013 through June 30, 2014), with a one-year renewal option with the following temporary service firms; and,
 1. Aerotek Inc.: (General, Engineering, Laboratory)
 2. AppleOne Employment Services: (General)

3. Material and Contract Services - Procurement Services Associates:
(Contract Services)
 4. On Assignment Staffing Services- Lab Support: (Laboratory)
 5. TEG Staffing: (Human Resources)
 6. TekSystems: (Technical)
 7. Project Partners: (Technical)
 8. Xyon Business Solutions: (Technical)
 9. Robert Half, Inc.
 10. Procurement Services Associates
- B. Approve an annual contingency of \$36,000; and,
- C. Authorize the General Manager to add or delete such firms as necessary to meet work requirements as identified by the Human Resources Department.

CLOSED SESSION:

During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair 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 as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

Convene in closed session.

- (1) CONFERENCE WITH LEGAL COUNSEL RE. EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))

Case: City of Huntington Beach v. State of California Department of Finance, et al., Sacramento County Superior Court, Case No. 2013-800001441

Case: Hilda Cuenca v. State of California Department of Finance, et al., Sacramento County Superior Court, Case No. 2013-800001427

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:

ADJOURNMENT:

Adjourn the Board meeting until the next regular Meeting on May 22, 2013, at 6:30 p.m.

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) 593-7130 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, 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.

NOTICE TO DIRECTORS: To place items on the agenda for the Committee Meeting, items must be submitted to the Clerk of the Board 14 days before the meeting.

Maria E. Ayala
Clerk of the Board
(714) 593-7130
mayala@ocsd.com

For any questions on the agenda, Committee members may contact staff at:

General Manager	Jim Herberg	(714) 593-7300	jherberg@ocsd.com
Assistant General Manager	Bob Ghirelli	(714) 593-7400	rghirelli@ocsd.com
Director of Engineering	Nick Kanetis	(714) 593-7310	nkanetis@ocsd.com
Director of Facility Support Services	Nick Arhontes	(714) 593-7210	narhontes@ocsd.com
Director of Finance and Administrative Services	Lorenzo Tyner	(714) 593-7550	ltynes@ocsd.com
Director of Human Resources	Jeff Reed	(714) 593-7144	jreed@ocsd.com
Director of Operations & Maintenance	Ed Torres	(714) 593-7080	etorres@ocsd.com

BOARD OF DIRECTORS
AGENDA REPORT

Meeting Date --	To Bd. of Dir. 04/24/13
Item Number --	Item Number 1

Orange County Sanitation District

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Director of Finance and Administrative Services

SUBJECT: PAYMENT OF CLAIMS OF THE ORANGE COUNTY SANITATION DISTRICT

GENERAL MANAGER'S RECOMMENDATION

Ratify Payment of Claims of the District by Roll Call Vote.

CONFLICT OF INTEREST NOTIFICATION

Pursuant to Government Code Section 84308, you are required to disclose any campaign contribution greater than \$250 received in the past twelve months from any party to a contract involving the Orange County Sanitation District. Further, you may not participate in the decision making process to award a contract to such party.

For reference, you are directed to the Register of Warrants as to all current contractors/vendors with the District.

In general, you must disclose the basis of the conflict by identifying the name of the firm or individual who was the contributor.

For the specifics of Government Code Section 84308, please see your Director's Handbook or call the office of General Counsel.

PRIOR COMMITTEE/BOARD ACTIONS

N/A

ADDITIONAL INFORMATION

See attached listing.

ATTACHMENTS

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 and attachments:

- Copies of Claims Paid reports from 3/01/13 – 3/15/13 and 3/16/13 – 3/31/13

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
Accounts Payable Warrants			
A W Chesterton	889	\$ 9,186.67	Repair & Maintenance Services and/or Supplies
AECOM Technical Services, Inc.	54862	69,428.56	Professional Services/Engineering Design Services
AECOM USA, Inc.	54876	19,997.12	Professional Services/Engineering Design Services
Aerotek	54877	487.35	Professional Services/Temporary Services
Aerotek	55074	469.80	Professional Services/Temporary Services
Ago IndustriesDBA So-Cal Sweeping	55017	980.00	Street Sweeping Services
Air Products & Chemicals, Inc.	55075	17,976.46	Chemicals, Water/Wastewater Treatment
Airgas Safety, Inc.	890	13,881.39	Safety, Security, Health Equipment, Supplies, and Services
Airgas Safety, Inc.	909	5,234.95	Safety, Security, Health Equipment, Supplies, and Services
Airgas USA, LLC	891	1,774.27	Laboratory Services & Supplies
Airgas USA, LLC	910	369.85	Laboratory Services & Supplies
Alhambra Foundry Co., Ltd.	54878	7,076.16	Repair & Maintenance Services and/or Supplies
Allied Packing & Rubber, Inc.	54879	1,638.88	Repair & Maintenance Services and/or Supplies
American Society of Civil Engineers	55076	280.00	Professional Organizations Meeting/Training/Membership
America'S Best Value Inn	55073	1,212.65	Sewer User Refund
Amtech Elevator Services	54880	1,035.00	Miscellaneous Services
AON Risk Insurance Services West	55059	36,199.22	Insurance (Owner Controlled Insurance Program)
AppleOne Employment Service	892	6,852.49	Professional Services/Temporary Services
AppleOne Employment Service	911	3,924.76	Professional Services/Temporary Services
Applied Industrial Technology	54881	2,773.79	Repair & Maintenance Services and/or Supplies
ARB/PERP - Air Resources Board	55077	570.00	Governmental Agency Fees & Charges
Arcon Structural Engineers, Inc.	54882	600.00	Professional Services/ Structural Design
Argus-Hazco	55078	504.13	Repair & Maintenance Services and/or Supplies
Arizona Instruments, L.L.C.	55079	10,068.90	Electrical/Electronic Equipment, Parts & Repairs
Arma International Inc	54883	614.00	Professional Organizations Meeting/Training/Membership
Ashbrook Simon Hartley Operations, L.P.	54884	9,335.62	Repair & Maintenance Services and/or Supplies
AT & T Long Distance.	54887	13.80	Telecommunications
AT & T Mobility II, L.L.C.	54888	7,769.90	Telecommunications
AT & T Universal Biller	54885	3,018.96	Telecommunications
AT&T	54886	32.29	Telecommunications
ATM AA, Inc.	54889	280.00	Lab Services
Austin Building and Design dba The Austin Company	55080	3,679.95	Professional Services/Engineering Design Services
Awards & Trophies Company	54890	40.56	Awards and Framing Services
Awards & Trophies Company	55081	232.64	Awards and Framing Services
AWSI	54891	100.00	Professional Services - DOT Program Administration
Ayala Engineering	54892	8,200.00	Repair & Maintenance Services and/or Supplies
Ball Road Industrial Park	54893	5,065.68	Sewer User Refund
Battery Specialties	54896	174.57	Batteries, Various
Battery Systems, Inc.	54897	1,539.39	Repair & Maintenance Services and/or Supplies
BC Wire Rope & Rigging	55082	513.01	Tools & Supplies
Bioexpress Corp	54898	22.21	Repair & Maintenance Services and/or Supplies
Black & Veatch Corporation	54863	34,129.72	Professional Services/Engineering Design Services
Black & Veatch Corporation	54863	20,611.46	Professional Services/Engineering Design Services
Black & Veatch Corporation	55060	56,841.65	Professional Services/Engineering Design Services
Black & Veatch Corporation	55060	29,937.82	Professional Services/Engineering Design Services
BLX Group	54899	4,500.00	Professional Financial Services
Bon Air, Inc.	55070	29,089.00	Construction
BREA Imperial, Inc.	54900	2,500.00	Miscellaneous Services

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
Brian J. Tafolla	55054	1,152.86	Meeting/Training Expense Reimbursement
Brown & Caldwell	54864	97,503.40	Professional Services/Engineering Design Services
Bryan Industrial Properties, Inc	54895	1,025.70	Sewer User Refund
Bryan Industrial Properties, Inc.	54894	3,673.44	Reconciliation User Fee Refund Program
California Barricade Rentals	55085	12,111.92	Miscellaneous Services
California Dept. of Child Support	54904	2,786.85	Judgments Payable
California Municipal Treasurers Assoc.	54905	610.00	Professional Organizations Meeting/Training/Membership
California Recreation Company	893	3,390.91	Boat Slip Rental - Nerissa Ocean Monitoring Vessel
California Relocation Services, Inc.	54906	870.00	Miscellaneous Services - Moving/Relocation
California Relocation Services, Inc.	55086	225.00	Miscellaneous Services - Moving/Relocation
CALPELRA	54907	399.00	Professional Organizations, and Meeting/Training Registration
Cal-Therm Inc.	55084	3,350.00	Repair & Maintenance Services and/or Supplies
Camali Corp.	54908	14,721.08	Repair & Maintenance Services and/or Supplies
Careers In Government, Inc.	55087	1,380.00	Notices & Ads
Carl A. Herrigstad	55050	630.38	Meeting/Training Expense Reimbursement
Carollo Engineers	54909	18,569.00	Professional Services/Engineering Design Services
CASA	55088	575.00	Professional Organizations Meeting/Training/Membership
CASQA - California Stormwater Quality	54910	155.00	Professional Organizations Meeting/Training/Membership
Chatrisa Enterprises LLC	54911	222.84	Sewer User Refund
Citizen'S Business Bank	54901	506.21	Sewer User Refund
City of Fullerton	54902	1,623.59	Sewer User Refund
City of Huntington Beach	54961	186.30	Water Use
City of Huntington Beach	55136	10.71	Water Use
Clean Harbors Environmental Services	894	10,781.25	Grit & Screenings; Hazard Waste Disposal
Clean Harbors Environmental Services	906	31,226.22	Grit & Screenings; Hazard Waste Disposal
CMAA	54912	390.00	Professional Organizations Meeting/Training/Membership
Commerce National Bank - Rebate	55083	789.82	Sewer User Refund
Connell Chevrolet\GEO	55089	406.87	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Constellation Newenergy Gas Division LLC	54913	11,786.47	Natural Gas
Consumers Pipe & Supply Co.	912	191.82	Repair & Maintenance Services and/or Supplies
Converse Consultants	54914	932.00	Professional Services/Materials & Geotechnical Testing
Conveyor Components Company	55090	739.23	Miscellaneous Parts and Supplies
Cooperative Personnel Services	55095	21.60	Human Resources Services
Corelogic Commercial	54903	673.45	Corelogic Commercial
Corner Bakery Café (CBC)	54915	259.95	Catering Services
Corning Development Corp.	54916	16,934.07	Sewer User Refund
Corporate Image Maintenance, Inc.	55061	36,570.00	Janitor & Household Service & Supplies
CORRPRO Companies, Inc.	54865	39,833.50	Professional Services/Temporary Services
Cortech Engineering	55091	1,378.10	Repair & Maintenance Services and/or Supplies
County of Orange Auditor Controller	55092	11,250.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	55093	840.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	55094	285.00	Governmental Agency Fees & Charges
County of Orange, Auditor Controller	54917	5,282.89	Governmental Agency Fees & Charges
Court Order	54971	2,179.38	Judgments Payable
Court Order	55002	108.00	Judgments Payable
Court Order	55045	912.50	Judgments Payable
CR&R, Inc.	55096	336.78	Waste Disposal
Crane Veyor Corp.	55097	5,439.56	Repair & Maintenance Services and/or Supplies
Crory & Associates	55099	2,960.00	Professional Services/Information Technology

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
Cryogenic Plastics Inc	55100	761.24	Miscellaneous Parts and Supplies
CSI Services, Inc.	54919	950.00	Professional Services
CSUF Auxillary Services Corporation	54920	19,621.75	Professional Organizations Meeting/Training/Membership (Demographics)
Culligan of Orange County	55101	61.40	Repair & Maintenance Services and/or Supplies
CVS Corporation	54921	901.90	Sewer User Refund
CVS Corporation	55102	270.62	Sewer User Refund
CWEA Annual Conference	54922	1,432.00	Professional Organizations Meeting/Training/Membership
CWEA Annual Conference	55103	1,055.00	Professional Organizations Meeting/Training/Membership
CWEA Membership	55104	140.00	Professional Organizations Meeting/Training/Membership
Cxtec	55105	111.74	Computers, Software/Hardware
Dale O. Henderson	55216	426.08	Meeting/Training Expense Reimbursement
David Wheeler Pest Control, Inc.	54924	640.00	Pest Control Services
Del Taco LLC	54923	1,285.16	Sewer User Refund
Delpizzo-Cheng, Elizabeth A.	55106	3,656.95	Septic User Refund
Denovo Ventures LLC	54925	7,125.00	JDE Upgrade Consulting Services
Detection Instruments Corporation	54926	982.16	Electrical/Electronic Equipment, Parts & Repairs
Dindo A. Carrillo	55213	680.00	Meeting/Training Expense Reimbursement
Donald A. Hawthorne	55047	609.84	Meeting/Training Expense Reimbursement
Drake Controls - West, L.L.C.	54927	4,096.42	Electrical/Electronic Equipment, Parts & Repairs
Dudek & Associates, Inc.	54928	19,918.62	Professional Services/Engineering Design Services
Dunn-Edwards Corporation	54929	136.66	Facilities, Maintenance, Services & Supplies
Dunn-Edwards Corporation	55107	203.37	Facilities, Maintenance, Services & Supplies
Electrabond	55108	351.00	Repair & Maintenance Services and/or Supplies
Embark Consulting, LLC	55109	9,880.97	Professional Services/SCADA Software Maintenance Support
Emerson Process Management, L.L.P.	55110	775.71	Repair & Maintenance Services and/or Supplies
Employee Benefits Specialists, Inc.	54931	11,585.85	Reimbursed Prepaid Employee Medical & Dependent Care
Employee Benefits Specialists, Inc.	55111	2,366.00	Reimbursed Prepaid Employee Medical & Dependent Care
Employment Development Dept.	54932	3,701.00	Unemployment Insurance
Enchanter, Inc.	54933	1,520.00	Vessel Services - Monitoring Vessel Nerissa
ENS Resources, Inc.	55112	7,500.00	Professional Services - Federal Advocacy
Environmental Resource Associates	55113	965.54	Laboratory Services & Supplies
Euclid Real Estate Dev., Inc	54930	5,470.95	Sewer User Refund
Ewing Irrigation	55114	77.24	Irrigation Repair & Maintenance Services and/or Supplies
Excel Door & Gate Co., Inc.	54934	5,077.19	Repair & Maintenance Services and/or Supplies
Excel Door & Gate Co., Inc.	55115	353.48	Repair & Maintenance Services and/or Supplies
Facer, Eileen Blanton	54935	81.89	Septic User Refund
Fedex Corporation	54936	31.15	Freight Services
Fedex Corporation	55116	230.29	Freight Services
First American Real Estate of Texas	55117	700.31	Sewer User Refund
First American Title Insurance	54938	17,561.31	Sewer User Refund
Fisher Scientific	55118	3,424.06	Laboratory Services & Supplies
Fishing Boats Unlimited	54939	7,523.16	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Fleming Environmental, Inc.	55119	97.50	Repair & Maintenance Services and/or Supplies
FLW, Inc.	54940	2,688.13	Electrical/Electronic Equipment, Parts & Repairs
Fountain Valley AAA Auto Spa	55120	654.58	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Fountain Valley Paints, Inc.	55121	863.48	Facilities, Maintenance, Services & Supplies
Franchise Tax Board	54941	360.00	Judgments Payable
Franchise Tax Board	54942	161.00	Judgments Payable
Franklin Covey	55122	65.58	Office Supplies

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
Fresno First Bank-Acct 100013307	55210	10,569.25	Construction, Retention
Frys Electronics	54943	207.27	Computers, Software/Hardware
Gallade Chemical, Inc.	55124	7,749.60	Chemicals, Water/Wastewater Treatment
Gallardi Group Franchise Leasing	55123	910.74	Sewer User Refund
Ganahl Lumber Company	54944	88.06	Facilities, Maintenance, Services & Supplies
Garratt Callahan Company	55125	4,631.47	Chemicals, Water/Wastewater Treatment
George Yardley Co.	55126	1,130.86	Repair & Maintenance Services and/or Supplies
GGF Bristol, LLC	55127	270.62	Sewer User Refund
Gina a. Tetsch	55055	697.42	Meeting/Training Expense Reimbursement
Global Environmental Network Inc.	54945	1,200.00	Safety, Security, Health Equipment, Supplies, and Services
Global Industrial Equipment	55128	119.56	Laboratory Services & Supplies
GMU Geotechnical, Inc.	54946	18,476.70	Professional Services/General Counsel-Biiterpoint Rehab
Golden State Overnight Delivery Service	54947	314.77	Courier Services
Golden State Overnight Delivery Service	55129	92.97	Courier Services
Golden State Water Company	54948	52.74	Water Use
Golden West Window Service	54949	4,870.00	Facilities, Maintenance, Services & Supplies
Goodyear Tire & Rubber Company	55130	3,086.24	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Grainger, Inc.	54950	10,085.84	Repair & Maintenance Services and/or Supplies
Grainger, Inc.	55131	3,931.30	Repair & Maintenance Services and/or Supplies
Graybar Electric Company	54951	2,212.46	Electrical/Electronic Equipment, Parts & Repairs
Graybar Electric Company	55132	4,629.52	Electrical/Electronic Equipment, Parts & Repairs
Greentech Landscape, Inc	54952	1,076.80	Landscape Maintenance Services
GRM Information Management Services	55133	371.10	Miscellaneous Services & Supplies
Hach Company	54954	449.03	Laboratory Services & Supplies
Hai-Thao T. Huynh	55056	201.69	Meeting/Training Expense Reimbursement
Harrington Industrial Plastics, Inc.	54955	1,814.55	Repair & Maintenance Services and/or Supplies
Hasco Oil Co., Inc.	54956	825.71	Fuel and Lubricants
Hi Standard Automotive, L.L.C.	54957	95.62	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Hill Brothers	887	63,404.28	Chemicals, Water/Wastewater Treatment
Hill Brothers	907	88,401.18	Chemicals, Water/Wastewater Treatment
Hilti, Inc.	55134	1,225.22	Repair & Maintenance Services and/or Supplies
Home Depot	54958	248.92	Miscellaneous Parts and Supplies
Home Depot	55135	509.52	Miscellaneous Parts and Supplies
Horizon Technology	54959	1,965.79	Laboratory Services & Supplies
Hub Auto Supply	54960	959.51	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Huffman, Bland	54953	3,757.00	Sewer User Refund
Hyatt Legal Plans	55137	1,824.00	Professional Services - Legal
IAEI	54962	102.00	Professional Organizations Meeting/Training/Membership
ID Enhancements, Inc.	55138	3,800.00	Safety, Security, Health Equipment, Supplies, and Services
Image Sales, Inc.	54963	740.32	Safety, Security, Health Equipment, Supplies, and Services
Indiana Child Support Bureau	54964	290.00	Judgments Payable
Industrial Threaded Products, Inc.	55139	5,005.74	Repair & Maintenance Services and/or Supplies
Innovyze, Inc.	55140	14,000.00	Software Maintenance Agreement
Insight Public Sector, Inc.	54965	332.10	Computers, Software/Hardware
International Association of Admin. Prof.	54966	145.00	Professional Organizations Meeting/Training/Membership
Intl. Union of Oper. Eng. AFL CIO Local 501	54967	4,733.09	Dues Deductions
Intratek Computer, Inc.	55141	1,280.69	Network/Server/Printer Maintenance Services
Invensys Systems, Inc.	55142	1,796.42	Electrical/Electronic Equipment, Parts & Repairs
Irvine Ranch Water District	54968	52.09	Water Use

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
J F Shea Construction, Inc.	54873	350,321.57	Construction
J R Filanc Construction	54874	481,680.99	Construction
J. Fletcher Creamer & Son, Inc.	55071	280,187.15	Construction
Jack-X-Change	55143	100.08	Equipment Rentals - Hydraulic Jack
Jacobs Project Management Co.	54866	157,171.28	Professional Services/Temporary Services
James D. Herberg	55048	185.00	Meeting/Training Expense Reimbursement
Jamison Engineering Contractors, Inc.	54867	117,584.11	Professional Services/Construction Support Services
Jane H. Tran	55219	571.38	Meeting/Training Expense Reimbursement
Jays Catering	54970	733.05	Catering Services
Jays Catering	55144	1,377.97	Catering Services
JCI Jones Chemicals, Inc.	904	4,887.78	Chemicals, Water/Wastewater Treatment
Jensen Instrument Co.	55145	1,653.42	Electrical/Electronic Equipment, Parts & Repairs
Jin H. Kim	55051	185.00	Meeting/Training Expense Reimbursement
Jin H. Kim	55217	150.00	Meeting/Training Expense Reimbursement
John B. Falkenstein	55046	1,238.36	Meeting/Training Expense Reimbursement
John Hancock Life Insurance Co.	54969	6,613.44	Sewer User Refund
Julian F. Sabri	55218	1,549.52	Meeting/Training Expense Reimbursement
Kaiser Permanente	54972	20,200.09	Sewer User Refund
Kaman Industrial Technologies	55147	416.21	Repair & Maintenance Services and/or Supplies
Keenan & Associates	54868	26,533.28	Professional Services/Worker's Compensation Program
Kemira Water Solutions	888	185,691.92	Chemicals, Water/Wastewater Treatment
Kenneth L. Hernandez	55049	1,113.87	Meeting/Training Expense Reimbursement
Kimcal Corp	55146	4,126.28	Sewer User Refund
Kimco Realty Corporation	54973	16,828.52	Reconciliation User Fee Refund Program
La Marche Manufacturing Co.	55149	3,898.96	Repair & Maintenance Services and/or Supplies
Larkin, William G.	55148	3,239.79	Septic User Refund
Lee & Ro, Inc.	55150	5,239.12	Professional Services/Engineering Design Services
Lexis-Nexis	55151	144.00	Books & Publications On-Line
Liebert Cassidy	54975	11,316.50	Professional Services/Employee Relations
Los Cab, LLC	54974	225.19	Sewer User Refund
Lotus Consulting	55152	11,640.00	Gas Chromatograph Service Agreement
Macmurray, John & Ida	55153	3,324.28	Septic User Refund
Mail Dispatch, LLC	55154	314.70	Mail Delivery Service
Main Beach, LLC	54976	4,400.77	Sewer User Refund
Malcolm Pirnie, Inc.	55155	12,551.14	Professional Services/Engineering Design Services
Matheson Tri Gas, Inc.	54980	640.18	Laboratory Services & Supplies
Matheson Tri Gas, Inc.	55156	1,217.66	Laboratory Services & Supplies
McJunkin Red Man Corporation	54981	242.36	Repair & Maintenance Services and/or Supplies
McMaster-Carr Supply Co.	895	39.56	Repair & Maintenance Services and/or Supplies
Meheimani, Shamsi M.	54977	584.41	Sewer User Refund
Merger Property Tax Reserve	54978	7,914.57	Sewer User Refund
Michael I. Gold	55215	1,265.00	Meeting/Training Expense Reimbursement
MJL Consulting	55062	264,091.73	Professional Services/Annual Contract Painting
Moore Medical Inc.	896	459.50	Medical Supplies
Morgan Company (WRM, Inc)	54982	2,844.56	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Motion Industries, Inc.	55157	1,988.58	Electrical/Electronic Equipment, Parts & Repairs
Moyer, Margaret Ann	54979	1,623.59	Septic User Refund
Municipal Mgmt Assoc Of So California	55158	30.00	Professional Organizations Meeting/Training/Membership
MWH Americas, Inc.	55063	56,357.41	Professional Services/Engineering Design Services

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
NAS Northwestern Aquatic Sciences	55159	655.00	Laboratory Services & Supplies
NASCO	55160	176.91	Tools & Supplies
National Notary Association	54983	85.00	Professional Organizations Meeting/Training/Membership
National Procurment Institute, Inc.	54984	90.00	Professional Organizations Meeting/Training/Membership
Neal Supply Co.	54985	1,389.57	Repair & Maintenance Services and/or Supplies
Neal Supply Co.	55161	794.88	Repair & Maintenance Services and/or Supplies
NetworkFleet, Inc.	55162	2,819.48	Software Maintenance Agreement
Newark Electronics	55163	621.89	Electrical/Electronic Equipment, Parts & Repairs
NHF Properties	55164	478.78	Sewer User Refund
Nicholas J. Arhontes	55211	213.20	Meeting/Training Expense Reimbursement
OCEA	54986	711.75	Dues Deductible
Office Depot	54987	594.72	Office Supplies
Office Depot	55165	5.85	Office Supplies
Olin Corporation	54988	9,673.89	Chemicals, Water/Wastewater Treatment
Olin Corporation	55166	9,360.74	Chemicals, Water/Wastewater Treatment
OneSource Distributors, Inc.	54989	1,046.71	Electrical/Electronic Equipment, Parts & Repairs
OneSource Distributors, Inc.	55167	1,051.33	Electrical/Electronic Equipment, Parts & Repairs
Orange County Auto Parts	55168	47.30	Truck Supplies
Orange County Sanitation District	55221	1,659.37	Petty Cash Expense
Orange County United Way	54990	40.00	Employee Contributions
OSTS Inc.	54991	2,900.00	Professional Organizations Meeting/Training/Membership
Pace, Inc.	55169	815.00	Professional Services
Pacific Mechanical Supply	897	2,884.54	Repair & Maintenance Services and/or Supplies
Pacific Mechanical Supply	913	2,053.75	Repair & Maintenance Services and/or Supplies
Parker Supply Company	898	813.63	Miscellaneous Parts and Supplies
Patel, Bhargav C & Anita B	54992	3,405.21	Septic User Refund
Patrick J. Sullivan	55179	407.40	User Fee Refund Regarding Septic Tanks
PC Mall Gov	54993	976.94	Software Maintenance Agreement
Peace Officers Council of CA	54994	2,265.50	Dues Deductions, Supervisors & Professionals
Peerless Wiping Materials Co.	54995	992.52	Janitor & Household Service & Supplies
Perkinelmer Labs	55170	138.28	Laboratory Services & Supplies
Phenomenex	55171	403.99	Laboratory Services & Supplies
Phillip J. Sullivan	55053	529.93	Meeting/Training Expense Reimbursement
Polydyne, Inc.	899	16,073.10	Chemicals, Water/Wastewater Treatment
Polydyne, Inc.	908	44,866.70	Chemicals, Water/Wastewater Treatment
Port Supply	54996	20.79	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Postmaster	55172	1,120.00	Postage
Praxair Distribution, Inc.	54997	536.95	Laboratory Services & Supplies
Primrose Ice Co., Inc.	54998	131.25	Water & Ice Services
Primrose Ice Co., Inc.	55173	131.25	Water & Ice Services
Principal Financial Group	54999	1,805.37	Sewer User Refund
Project Management Institute	55174	129.00	Professional Organizations Meeting/Training/Membership
Prudential Insurance Company of America	55064	47,372.09	Benefits
Prudential Overall Supply	914	1,500.44	Uniforms
PSOMAS	55000	10,450.00	Computer Applications & Services
Pump Action	55001	5,799.59	Oil Filters
Rainbow Disposal Co.	55175	3,499.00	Waste Disposal
Red Wing Shoes	55003	972.24	Safety, Security, Health Equipment, Supplies, and Services
Rehab West, Inc.	55176	1,661.86	Human Resources Services

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
Reliastar	55177	3,921.03	Voluntary Employee Life & Cancer Insurance
Remedy Environmental Services	55008	1,570.00	Reconciliation User Fee Refund Program
RMS Engineering & Design, Inc.	55004	4,520.00	Professional Services/Engineering Design Services
RMS Engineering & Design, Inc.	55004	1,578.75	Professional Services/Engineering Design Services
Royale Cleaners	55005	85.20	Miscellaneous Services
San Diego/Orange Fluid System Technologies, Inc.	55009	7,924.01	Repair & Maintenance Services and/or Supplies
Sancon Engineering, Inc.	55010	22,673.00	Repair & Maintenance Services and/or Supplies
Santiago A. Escobar	55214	1,222.86	Meeting/Training Expense Reimbursement
Scott & Whitehead	55180	2,190.00	Legal Services - Labor, Employee Relations & Representation
Securitas Security Services USA, Inc.	55012	340.17	Safety, Security, Health Equipment, Supplies, and Services
Shamrock Supply Co., Inc.	55013	729.87	Repair & Maintenance Services and/or Supplies
Shamrock Supply Co., Inc.	55181	3,213.11	Repair & Maintenance Services and/or Supplies
Shureluck Sales & Engineering	55014	732.02	Repair & Maintenance Services and/or Supplies
Shureluck Sales & Engineering	55182	926.55	Repair & Maintenance Services and/or Supplies
Siemens Energy, Inc.	55015	2,272.32	Repair & Maintenance Services and/or Supplies
Siemens Energy, Inc.	55065	38,058.64	Repair & Maintenance Services and/or Supplies
Siemens Technology	55016	2,445.79	Air Conditioner Automation System
Siemens Water Technologies Corp.	915	1,403.74	Repair & Maintenance Services and/or Supplies
Simon L. Watson	55057	190.75	Meeting/Training Expense Reimbursement
Simon L. Watson	55220	155.70	Meeting/Training Expense Reimbursement
Snap On Industrial	55183	370.06	Tools
So. Cal Gas Company	55184	15,803.17	Utilities
Soil & Plant Laboratory Inc	55018	296.20	Outside Laboratory Services
South Coast Air Quality Management Dist.	55185	426.41	Governmental Agency Fees & Charges
South Coast Air Quality Management District	54860	23,645.50	Governmental Agency Fees & Charges
South Coast Air Quality Management District	54861	11,130.31	Governmental Agency Fees & Charges
South Coast Environmental Co.	55011	13,600.87	Professional Services - Air Quality Monitoring
South Coast Plaza	55178	5,312.58	Reconciliation User Fee Refund Program
South Coast Shipyard, Inc.	55019	5,287.16	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Southern California Edison	55186	1,802.72	Utilities
Southern Counties Lubricants	55020	4,669.60	Fuel and Lubricants
Southland Envelope Company, Inc.	55021	653.18	Office Supplies
Sparklett-Dallas	55187	394.80	Miscellaneous Services
St. Joseph Hospital of Orange	55006	6,869.44	Sewer User Refund
Stantec Consulting Services, Inc.	55022	4,893.00	Professional Services/Surveying
Stanton Radiator	55066	35,685.36	Repair & Maintenance Services and/or Supplies
Statewide Traffic Safety And Signs	55188	400.83	Miscellaneous Parts and Supplies
Stratus Environmental, Inc.	55023	3,375.00	Professional Services/Groundwater Removal
Sunset Industrial Parts	55024	1,495.32	Repair & Maintenance Services and/or Supplies
Sunset Industrial Parts	55189	17.28	Repair & Maintenance Services and/or Supplies
Surfer Enterprises	55007	524.42	Sewer User Refund
Synagro West, Inc.	55067	604,043.18	Biosolids Management
Taco Bell #668	55025	200.00	Sewer User Refund
TC Safety Supply, Inc.	55027	2,409.17	Safety, Security, Health Equipment, Supplies, and Services
TDI	54869	26,162.50	Professional Services/Information Technology
Teledyne Instruments/Impulse, Inc.	55190	1,456.72	Laboratory Services & Supplies
Teledyne/ISCO	55028	3,056.41	Laboratory Services & Supplies
Terry W. Krie	55052	577.09	Meeting/Training Expense Reimbursement
TestAmerica Ontario	900	5,986.00	Laboratory Services & Supplies

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
TestAmerica Ontario	916	1,674.00	Laboratory Services & Supplies
Tetra Tech, Inc.	55029	9,671.04	Professional Services/Engineering Design ServicesS
TF Cable	55191	1,381.68	Repair & Maintenance Services and/or Supplies
The Creative Group	54918	2,782.50	Professional Services/Temporary Services
The Creative Group	55098	1,302.00	Professional Services/Temporary Services
The Fire X-Tinguisher Service Co.	54937	2,337.80	Safety, Security, Health Equipment, Supplies, and Services
Thompson Industrial Supply, Inc.	901	1,118.78	Repair & Maintenance Services and/or Supplies
Thompson Industrial Supply, Inc.	917	2,910.66	Repair & Maintenance Services and/or Supplies
Tiano Construction	55030	7,720.00	Facilities, Maintenance, Services & Supplies
Tiano Construction	55192	1,434.00	Facilities, Maintenance, Services & Supplies
Time Warner Communications	55031	62.10	Telecommunications
Tony's Lock & Safe Service & Sales	55193	117.18	Repair & Maintenance Services and/or Supplies
Toshiba Business Solutions USA Inc.	55032	1,758.86	Computers, Software/Hardware & Managed Services
Total Resource Management, Inc.	54870	54,368.12	Professional Services/Implementation of IBM Maxim
Townsend Public Affairs	55194	7,500.00	Professional Services - State Legislative Advocacy
Transcat	902	654.54	Repair & Maintenance Services and/or Supplies
Transcat	918	1,941.08	Repair & Maintenance Services and/or Supplies
Tremco Incorporated	919	3,160.00	Repair & Maintenance Services and/or Supplies
Trico Realty Master Account	55026	2,264.62	Sewer User Refund
Tropical Plaza Nursery, Inc.	55195	12,877.50	Landscape Maintenance Services
Truck & Auto Supply, Inc.	55196	91.93	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Tule Ranch/Magan Farms	55068	332,569.01	Biosolids Management
TW DbA Wienerschnitzel	55197	910.74	Sewer User Refund
Two Wheels One Planet	55198	45.89	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Tyler T. Hoang	55058	901.47	Meeting/Training Expense Reimbursement
U.S. Department Of Housing & Urban Dev	55033	204.72	Sewer User Refund
United States Postal Service	55199	647.02	Sewer User Refund
Univar USA Inc	905	21,296.59	Chemicals, Water/Wastewater Treatment
Univar USA Inc	921	7,014.05	Chemicals, Water/Wastewater Treatment
US Commposting Council	55200	500.00	Professional Organizations Meeting/Training/Membership
US Peroxide, L.L.C.	55034	5,022.00	Chemicals, Water/Wastewater Treatment
US Peroxide, L.L.C.	55069	27,052.55	Chemicals, Water/Wastewater Treatment
Valley Power Systems, Inc.	55035	323.44	Repair & Maintenance Services and/or Supplies
Verbal Ink	55201	126.75	Human Resources Services
Verizon California	55036	44.53	Telecommunications
Verizon Wireless	55202	1,328.50	Telecommunications
Verne's Plumbing	55037	970.00	Plumbing Services & Supplies
Vortex Corp.	903	1,391.00	Repair & Maintenance Services and/or Supplies
Vossler & Company	55038	1,202.31	Repair & Maintenance Services and/or Supplies
VWR Scientific Products	55203	2,014.63	Laboratory Services & Supplies
W.M. Elliott	55039	191.00	Refund Overpayment
W.M. Lyles Co.	55072	200,815.75	Construction
Walgreens Co., No. 06157-S	55040	1,202.14	Sewer User Refund
Walgreens Co., No. 06157-S	55204	239.88	Laboratory Services & Supplies
Water Environment Federation	55041	1,391.00	Professional Organizations Meeting/Training/Membership
Water Environment Federation	55205	228.00	Professional Organizations Meeting/Training/Membership
Watt Management Company	54871	28,519.08	Reconciliation User Fee Refund Program
Weltec Welding Alloys	55042	716.45	Repair & Maintenance Services and/or Supplies
Wesley G. Bauer, II	55212	325.85	Meeting/Training Expense Reimbursement

Claims Paid From 3/1/13 to 3/15/13

Vendor	Warrant No.	Amount	Description
West Coast Arborists, Inc.	55206	5,550.00	Landscape Maintenance Services
West Lite Supply Company, Inc.	55043	60.43	Electrical/Electronic Equipment, Parts & Repairs
West Lite Supply Company, Inc.	55207	310.34	Electrical/Electronic Equipment, Parts & Repairs
White Star Pools	55208	620.00	Repair & Maintenance Services and/or Supplies
Xerox Corporation	920	117.67	Computers, Software/Hardware & Managed Services
Xyon Business Solutions, Inc.	55209	7,820.00	Professional Services/Temporary Services
Yale/Chase Materials Handling, Inc.	55044	853.92	Electrical/Electronic Equipment, & Electric Cart Parts & Repairs
Total Accounts Payable - Warrants		<u><u>\$ 5,092,039.73</u></u>	
<u>Payroll Disbursements</u>			
Employee Paychecks	50886 - 50908	\$ 3,816.33	Interim Payroll - ARBA (3/01/13)
Employee Paychecks	50509 - 50948	94,417.80	Biweekly Payroll (3/06/13)*
Employee Paychecks	50951 - 50952	2,804.77	Interim Payroll - Retros (3/05/13)
Employee Paychecks	50953	1,588.18	Interim Payroll - Termination Reg. Hours (3/11/13)
Employee Paychecks	50954	600.36	Interim Payroll - Termination Leave Payout (3/11/13)
Direct Deposit Statements	333927 - 334096	29,721.76	Interim Payroll - ARBA (3/01/13)
Direct Deposit Statements	334097 - 334666	1,441,395.15	Biweekly Payroll (3/06/13)
Total Payroll Disbursements		<u><u>\$ 1,574,344.35</u></u>	*Check numbers 50949-50950 used in prior period.
<u>Wire Transfer Payments</u>			
OCSD Payroll Taxes & Contributions		\$ 809,059.48	Biweekly Payroll (3/06/13)
Union Bank of California		8,226.86	Workers' Compensation Services (3/14/13)
Orange County Flood Control District		10,483,710.00	SARI Line Project (3/13/13)
Total Wire Transfer Payments		<u><u>\$ 11,300,996.34</u></u>	
Total Claims Paid 3/01/13 - 3/15/13		<u><u>\$ 17,967,380.42</u></u>	

Claims Paid From 3/16/13 to 3/31/13

Vendor	Warrant No.	Amount	Description
Accounts Payable Warrants			
A W Chesterton	935	5,172.93	Repair & Maintenance Services and/or Supplies
Abel Scale, Inc.	55378	870.00	Repair & Maintenance Services and/or Supplies
Absolute Standards, Inc.	55379	1,725.00	Laboratory Services & Supplies
AccuStandard	55380	2,096.37	Laboratory Services & Supplies
Accuvant, Inc.	55381	11,134.60	Computer Applications & Services
A-Check America, Inc.	923	630.50	Human Resources Services
Aerotek	55240	1,034.55	Professional Services/Temporary Services
Aerotek	55382	518.70	Professional Services/Temporary Services
Agilent Technologies, Inc.	55383	1,333.31	Laboratory Services & Supplies
Air Liquide America Specialty Gases LLC	55241	234.28	Laboratory Services & Supplies
Air Products & Chemicals, Inc.	55242	7,713.96	Chemicals, Water/Wastewater Treatment
Air Products & Chemicals, Inc.	55354	196,533.39	Chemicals, Water/Wastewater Treatment
Airgas Safety, Inc.	936	5,718.98	Safety, Security, Health Equipment, Supplies, and Services
Airgas USA, LLC	924	552.67	Laboratory Services & Supplies
Alan's Lawn & Garden Center, Inc.	55243	87.14	Repair & Maintenance Services and/or Supplies
Alhambra Foundry Co., Ltd.	55384	11,143.44	Repair & Maintenance Services and/or Supplies
All American Asphalt	55222	33,242.00	Repair & Maintenance Services and/or Supplies
All American Sewer Tools	55385	730.52	Repair & Maintenance Services and/or Supplies
AppleOne Employment Service	925	3,721.20	Professional Services/Temporary Services
AppleOne Employment Service	937	4,908.81	Professional Services/Temporary Services
Applied Industrial Technology	55386	37.11	Repair & Maintenance Services and/or Supplies
ARB/PERP - Air Resources Board	55244	45.00	Governmental Agency Fees & Charges
Arcadis U.S., Inc.	55245	18,687.75	Professional Services/Engineering Design Services
Archie Ivy, Inc.	55246	900.00	Repair & Maintenance Services and/or Supplies
ARS Enterprises, Inc.	55388	400.00	Laboratory Services & Supplies
ASCE	55247	280.00	Professional Organizations Meeting/Training/Membership
Ashbrook Simon Hartley Operations, L.P.	55248	11,028.85	Repair & Maintenance Services and/or Supplies
AT & T	55377	239.05	Telecommunications
AT & T Long Distance.	55250	48.30	Telecommunications
AT & T Universal Biller	55249	157.21	Telecommunications
Atkinson, Andelson, Loya, Rudd & Ruud	55389	2,599.90	Professional Services - Legal
Austin Building and Design dba The Austi	55224	159,607.12	Professional Services/Engineering Design Services
AW ASSOCIATES INC.	55390	3,700.00	Repair & Maintenance Services and/or Supplies
Awards & Trophies Company	55251	34.76	Awards and Framing Services
Awards & Trophies Company	55391	321.84	Awards and Framing Services
AWSI	55252	134.00	Professional Services - DOT Program Administration
AWWA	55253	238.00	Professional Organizations Meeting/Training/Membership
AWWA	55392	98.00	Professional Organizations Meeting/Training/Membership
Ayala Engineering	55393	3,200.00	Repair & Maintenance Services and/or Supplies
Barragan Corp. International	55254	3,452.50	Professional Organizations Meeting/Training/Membership
Battery Systems, Inc.	55394	173.36	Repair & Maintenance Services and/or Supplies
Bee Man Pest Control, Inc.	55395	175.00	Pest Control Services
Birmingham Controls	55396	2,145.46	Electrical/Electronic Equipment, Parts & Repairs
Black & Veatch Corporation	55225	35,619.21	Professional Services/Engineering Design Services
BLX Group	55397	8,500.00	Professional Financial Services
BNI Building News	55398	164.73	Books & Publications
Bobit Business Media	55255	595.00	Professional Organizations Meeting/Training/Membership
Brown & Caldwell	55226	121,084.42	Professional Services/Engineering Design Services

Claims Paid From 3/16/13 to 3/31/13

Vendor	Warrant No.	Amount	Description
Brown & Caldwell	55355	112,754.02	Professional Services/Engineering Design Services
Burlington Safety Laboratory of CA, Inc.	55399	864.15	Safety, Security, Health Equipment, Supplies, and Services
Bush & Associates, Inc.	55256	2,944.00	Professional Services/Surveying Services
California Bank & Trust #201037519	55236	54,786.32	Construction
California Bank & Trust #201037519	55367	62,889.07	Construction
California Barricade Rentals	55257	1,300.00	Miscellaneous Services
California Barricade Rentals	55401	22,363.00	Miscellaneous Services
California Dept. of Child Support	55258	2,786.85	Judgments Payable
California Relocation Services, Inc.	55402	585.00	Miscellaneous Services - Moving/Relocation
California Water Technologies, LLC	55227	75,000.00	Chemicals, Water/Wastewater Treatment
Cal-Therm Inc.	55400	3,150.00	Repair & Maintenance Services and/or Supplies
Capitol Advantage, LLC	55259	93.00	Books & Publications
CAPPO, Inc.	55403	99.00	Professional Organizations Meeting/Training/Membership
Carollo Engineers	55228	51,056.66	Professional Services/Engineering Design Services
Cavanaugh Machine Works	55404	2,185.00	Repair & Maintenance Services and/or Supplies
Center For Executive Solutions	55405	3,340.76	Professional Services/Recruitment
Centre for Organization Effectiveness	55406	3,750.00	Professional Services
Centrics IT LLC	55356	46,310.00	Computers, Software/Hardware
Certified Laboratories	55407	660.26	Laboratory Services & Supplies
City of Fountain Valley	55229	39,964.62	Water Use
City of Fullerton	55439	41.12	Water Use
City of Huntington Beach	55289	128.87	Water Use
City of Newport Beach	55308	335.56	Water Use
City of Newport Beach	55352	699.00	Water Use
City of Seal Beach	55517	155.58	Water Use
City of Tustin	55260	275.00	Water Use
Clean Harbors Environmental Services	926	11,940.22	Grit & Screenings; Hazard Waste Disposal
Cole-Parmer Instrument Co.	55408	623.01	Laboratory Services & Supplies
Colligo Networks, Inc.	55409	9,000.00	Computer Applications & Services
Connell Chevrolet\GEO	55261	16.33	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Constellation Newenergy Gas Division LLC	55410	12,551.22	Natural Gas
Consumers Pipe & Supply Co.	938	2,655.28	Repair & Maintenance Services and/or Supplies
Cooperative Personnel Services	55264	1,693.80	Human Resources Services
Corner Bakery Café (CBC)	55262	58.83	Catering Services
Corner Bakery Café (CBC)	55412	62.62	Catering Services
Cortech Engineering	55413	17,797.34	Repair & Maintenance Services and/or Supplies
County of Orange Auditor Controller	55263	735.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	55414	280.00	Governmental Agency Fees & Charges
County of Orange Auditor Controller	55415	540.00	Governmental Agency Fees & Charges
County of Orange, Auditor Controller	55357	35,084.51	Governmental Agency Fees & Charges
Court Order	55294	2,179.38	Judgments Payable
Court Order	55323	108.00	Judgments Payable
Court Order	55347	912.50	Judgments Payable
CR&R, Inc.	55416	1,500.32	Waste Disposal
Creative Bus Sales, Inc.	55358	119,968.71	Vehicle Purchase
CS-AMSCO	55359	65,194.05	Repair & Maintenance Services and/or Supplies
CSC Parts Sales/Johnson Controls	55464	645.97	Repair & Maintenance Services and/or Supplies
Cummins Cal Pacific, L.L.C.	55418	719.02	Repair & Maintenance Services and/or Supplies
Curtis Buonacorsi	55348	700.00	Meeting/Training Expense Reimbursement

Claims Paid From 3/16/13 to 3/31/13

Vendor	Warrant No.	Amount	Description
CWEA Annual Conference	55265	585.00	Professional Organizations Meeting/Training/Membership
CWEA Annual Conference	55419	605.00	Professional Organizations Meeting/Training/Membership
CWEA Membership	55266	140.00	Professional Organizations Meeting/Training/Membership
CWEA Membership	55420	560.00	Professional Organizations Meeting/Training/Membership
David Wheeler Pest Control, Inc.	55267	1,260.00	Pest Control Services
Ddaze Phuong	55350	121.96	Meeting/Training Expense Reimbursement
Deaver Manufacturing Co.	55421	684.92	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Denovo Ventures LLC	55268	3,075.00	JDE Upgrade Consulting Services
Desert Pumps & Parts, Inc.	55422	10,512.01	Repair & Maintenance Services and/or Supplies
Detector Technology, Inc.	55269	1,201.00	Laboratory Services & Supplies
DME, Inc.	55423	1,569.06	Repair & Maintenance Services and/or Supplies
Dudek & Associates, Inc.	55424	1,201.45	Professional Services/Engineering Design Services
Dunn-Edwards Corporation	55270	187.04	Facilities, Maintenance, Services & Supplies
Dunn-Edwards Corporation	55425	129.96	Facilities, Maintenance, Services & Supplies
E911 Helpline Inc	55276	600.00	Computers, Software/Hardware & Managed Services
ELAP (Environmental Lab Accreditation Pgm)	55556	4,619.00	Lab Certification
Electrabond	55426	4,212.00	Repair & Maintenance Services and/or Supplies
Emerson Process Management, L.L.P.	55427	1,056.14	Repair & Maintenance Services and/or Supplies
Employee Benefits Specialists, Inc.	55271	659.70	Reimbursed Prepaid Employee Medical & Dependent Care
Employee Benefits Specialists, Inc.	55272	11,665.85	Reimbursed Prepaid Employee Medical & Dependent Care
Employee Benefits Specialists, Inc.	55360	822,680.94	Reimbursed Prepaid Employee Medical & Dependent Care
Employee Benefits Specialists, Inc.	55428	2,382.25	Reimbursed Prepaid Employee Medical & Dependent Care
EMSL Analytical, Inc.	55429	810.00	Safety, Security, Health Equipment, Supplies, and Services
Enchanter, Inc.	55273	6,080.00	Vessel Services - Monitoring Vessel Nerissa
Enchanter, Inc.	55430	1,520.00	Vessel Services - Monitoring Vessel Nerissa
ENS Resources, Inc.	55431	7,500.00	Professional Services - Federal Advocacy
Environmental Engineering & Contracting	55432	12,000.00	Professional Services/Specialty Course Audits
Environmental Water Solutions, Inc.	55433	2,674.89	Repair & Maintenance Services and/or Supplies
Evergreen Oil, Inc.	55274	1,036.00	Used Oil Collection
Ewing Irrigation	55434	2,611.52	Irrigation Repair & Maintenance Services and/or Supplies
Excel Door & Gate Co., Inc.	55275	9,740.00	Repair & Maintenance Services and/or Supplies
Express Lens Lab	939	2,179.94	Safety, Security, Health Equipment, Supplies, and Services
First American Corelogic	55411	49.50	Software Maintenance Agreement
Fisher Scientific	55435	6,561.30	Laboratory Services & Supplies
Flo Systems, Inc.	55436	1,799.28	Repair & Maintenance Services and/or Supplies
Fountain Valley Paints, Inc.	55437	308.45	Facilities, Maintenance, Services & Supplies
Franchise Tax Board	55277	360.00	Judgments Payable
Franklin Covey	55438	202.87	Office Supplies
Fresno First Bank-Acct 100013315	55368	40,849.53	Construction, Retention
Frys Electronics	55278	220.00	Computers, Software/Hardware
Full Spectrum Analytics, Inc.	55361	25,969.56	Laboratory Services & Supplies
Garland Manufacturing Co.	55440	3,419.76	Repair & Maintenance Services and/or Supplies
GBC (General Binding Corp)	55441	39.38	Office Supplies
Genesis Technology Solutions Inc.	55279	2,400.00	Professional Services/CMMS Consultant
GHD	55443	7,542.50	Professional Services/Engineering Design Services
Golden State Overnight Delivery Service	55280	15.72	Courier Services
Golden State Overnight Delivery Service	55444	157.80	Courier Services
Golden West Window Service	55281	3,292.25	Facilities, Maintenance, Services & Supplies
Golden West Window Service	55445	2,100.00	Facilities, Maintenance, Services & Supplies

Claims Paid From 3/16/13 to 3/31/13

Vendor	Warrant No.	Amount	Description
Grainger, Inc.	55282	2,196.86	Repair & Maintenance Services and/or Supplies
Grainger, Inc.	55446	6,919.85	Repair & Maintenance Services and/or Supplies
Graybar Electric Company	55283	876.17	Electrical/Electronic Equipment, Parts & Repairs
Graybar Electric Company	55447	8,539.77	Electrical/Electronic Equipment, Parts & Repairs
Great Western Sanitary Supplies	55448	178.71	Janitor & Household Service & Supplies
GT Hall Company	55442	2,164.80	Mechanical Parts & Supplies
Guarantee Records Management	55284	571.20	Professional Services - Document Storage & Shredding
Hach c/o Ponton Industries	55449	204.84	Laboratory Services & Supplies
Hach Company	55450	554.73	Laboratory Services & Supplies
Hanna Instruments	55451	1,702.53	Instrument Supplies
Hardat S. Khublall	55552	164.00	Meeting/Training Expense Reimbursement
Harrington Industrial Plastics, Inc.	55452	3,987.02	Repair & Maintenance Services and/or Supplies
HDR Engineering, Inc.	55285	1,477.75	Professional Services/Engineering Design Services
Helix Electric, Inc.	55369	199,345.30	Construction
Hewlett Packard Company	55453	645.84	Computers, Software/Hardware
Hi Standard Automotive, L.L.C.	55286	2,897.69	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Hill Brothers	927	2,422.61	Chemicals, Water/Wastewater Treatment
Hill Brothers	933	162,333.47	Chemicals, Water/Wastewater Treatment
Home Depot	55287	135.53	Miscellaneous Parts and Supplies
Home Depot	55454	189.46	Miscellaneous Parts and Supplies
Hub Auto Supply	55288	740.59	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Indiana Child Support Bureau	55290	290.00	Judgments Payable
Industrial Metal Supply	55455	961.53	Repair & Maintenance Services and/or Supplies
Industrial Safety Shoe Co.	55291	170.00	Safety, Security, Health Equipment, Supplies, and Services
Industrial Threaded Products, Inc.	55456	92.29	Repair & Maintenance Services and/or Supplies
Infrastructure Engineering Corp.	55292	13,371.47	Professional Services
Inorganic Ventures, Inc.	55457	353.51	Laboratory Services & Supplies
Instrumentation & Controls, LLC	55458	9,199.85	Instrument Supplies
Intl. Union of Oper. Eng. AFL CIO Local	55293	4,753.66	Dues Deductions
Invensys Systems, Inc.	940	1,665.61	Electrical/Electronic Equipment, Parts & Repairs
IPC Cal Flex Inc.	55459	89.60	Annual Reconciliation Industrial Discharge Program
Ironman Parts & Services	55460	403.31	Repair & Maintenance Services and/or Supplies
Irvine Ranch Water District	55461	65.11	Water Use
J F Shea Construction, Inc.	55370	515,565.00	Construction
J I Solutions, Inc.	55462	1,897.72	Laboratory Services & Supplies
J. Fletcher Creamer & Son, Inc.	55371	102,144.00	Construction
Jays Catering	55463	724.95	Catering Services
Johnstone Supply	55465	859.70	Repair & Maintenance Services and/or Supplies
JP Morgan Chase Bank, NA	55230	53,346.19	Purchasing Card Program for Miscellaneous Parts and Supplies
Kanawha Insurance Company	55466	2,476.11	Voluntary Benefits - SSTD Insurance
Keenan & Associates	55295	3,316.66	Professional Services/Worker's Compensation Program
Keenan & Associates	55467	3,316.66	Professional Services/Worker's Compensation Program
Kelly Paper	55296	107.95	Office Supplies
Kemira Water Solutions	934	197,301.09	Chemicals, Water/Wastewater Treatment
Kiewit Infrastructure West Co.	55239	212,128.13	Construction
Koff & Associates, Inc.	55468	1,050.00	Professional Services/Comp & Class Study
L. Johnson Painting	55469	4,450.00	Facilities, Maintenance, Services & Supplies
Lab Support	55297	3,416.00	Professional Services/Temporary Services
Laura A. Terriquez	55555	370.57	Meeting/Training Expense Reimbursement

Claims Paid From 3/16/13 to 3/31/13

Vendor	Warrant No.	Amount	Description
Liberty Mutual Claims	55298	10,237.89	Insurance
Lillestrand and Associates	55470	1,738.54	Professional Services
Mag Trol, Inc.	55471	2,473.20	Electrical Parts & Supplies
Marine Taxonomic Services, Ltd.	55472	5,400.00	Professional Services/Core Ocean Monitoring
Marvac Electronics	55473	54.35	Electrical/Electronic Equipment, Parts & Repairs
Matheson Tri Gas, Inc.	55300	1,276.78	Laboratory Services & Supplies
Matheson Tri Gas, Inc.	55474	1,769.45	Laboratory Services & Supplies
Maxim Security Systems	55301	215.00	Safety, Security, Health Equipment, Supplies, and Services
Maxim Security Systems	55475	3,963.07	Safety, Security, Health Equipment, Supplies, and Services
McMaster-Carr Supply Co.	941	1,289.62	Repair & Maintenance Services and/or Supplies
Mesa Consolidated Water District	55302	22.00	Water Use
Michael Puccio	55554	100.00	Meeting/Training Expense Reimbursement
Mid-West Associates, Inc.	55476	2,942.09	Repair & Maintenance Services and/or Supplies
Minako America Corporation	55237	69,140.52	Construction
Minako America Corporation	55372	90,250.00	Construction
Mine Safety Appliance	942	7,990.19	Electrical/Electronic Equipment, Parts & Repairs
MJL Consulting	55362	34,143.20	Professional Services/Annual Contract Painting
Moore Medical Inc.	943	4,823.50	Medical Supplies
Motion Industries, Inc.	55477	486.96	Electrical/Electronic Equipment, Parts & Repairs
MTM Recognition Corporation	55303	107.88	Service Awards
MTM Recognition Corporation	55478	325.14	Service Awards
NAS Northwestern Aquatic Sciences	55304	1,005.00	Laboratory Services & Supplies
National Seminars Group	55305	199.00	Training Registration
Neal Supply Co.	55479	633.96	Repair & Maintenance Services and/or Supplies
Neopost USA Inc.	55306	63.54	Equipment Lease/Postage Meter
Newark Electronics	55307	45.72	Electrical/Electronic Equipment, Parts & Repairs
Ninyo & Moore	55480	5,181.50	Professional Services/Geotech & Material Testing
Norman A. Traub Associates	55309	6,959.08	Legal Services
NRG Engine Services, L.L.C.	55481	2,979.42	Repair & Maintenance Services and/or Supplies
OCB Reprographics	55387	21,585.05	Printing/Reprographics Services
OCEA	55310	711.75	Dues Deductible
O'Connell Engineering & Construction, In	55231	33,046.96	Repair & Maintenance Services and/or Supplies
ODC Engineering & Technology	55373	104,975.00	Construction
Office Depot	55482	3,956.87	Office Supplies
Olgetree, Deakins, Nash, Smoak & Stewart	55311	2,480.00	Professional Organizations Meeting/Training/Membership
Olin Corporation	55483	18,736.28	Chemicals, Water/Wastewater Treatment
OneSource Distributors, Inc.	55484	5,952.09	Electrical/Electronic Equipment, Parts & Repairs
Oracle Corporation	55312	6,932.16	Computer Applications & Services
Orange County Auto Parts	55485	664.37	Truck Supplies
Orange County Hose Company	55313	27.00	Miscellaneous Parts and Supplies
Orange County United Way	55314	40.00	Employee Contributions
Orange County Vector Control District	55315	145.38	Pest Control
OSTS Inc.	55316	4,750.00	Professional Organizations Meeting/Training/Membership
OSTS Inc.	55487	2,600.00	Professional Organizations Meeting/Training/Membership
Pacific Mechanical Supply	944	1,546.32	Repair & Maintenance Services and/or Supplies
Parker Supply Company	945	5,465.02	Miscellaneous Parts and Supplies
Patriot Video Productions	55488	342.69	Miscellaneous Services
PBS & J	55223	169,388.56	Professional Services/Engineering Design Services
Peace Officers Council of CA	55317	2,265.50	Dues Deductions, Supervisors & Professionals

Claims Paid From 3/16/13 to 3/31/13

Vendor	Warrant No.	Amount	Description
Performance Pipeline Technologies	55232	26,848.72	Professional Services/CCTV Inspection/Sewerline Cleaning
Performance Pipeline Technologies	55489	2,000.00	Professional Services/CCTV Inspection/Sewerline Cleaning
Pine Environmental Services LLC	55490	1,556.28	Safety, Security, Health Equipment, Supplies, and Services
PL Hawn Company, Inc.	55318	650.11	Repair & Maintenance Services and/or Supplies
PL Hawn Company, Inc.	55491	308.45	Repair & Maintenance Services and/or Supplies
Polydyne, Inc.	922	64,662.85	Chemicals, Water/Wastewater Treatment
Port Supply	55319	274.74	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Port Supply	55492	94.00	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Powercom	55493	4,988.52	Safety, Security, Health Equipment, Supplies, and Services
PR Electronics, Inc.	55494	264.33	Electrical/Electronic Equipment, Parts & Repairs
Praxair Distribution, Inc.	55495	315.12	Laboratory Services & Supplies
Precision Digital Corporation	55496	2,520.94	Repair & Maintenance Services and/or Supplies
Primary Source Office Furnishings, Inc.	55320	4,771.44	Minor Equipment/Furniture & Fixtures
Primrose Ice Co., Inc.	55497	131.25	Water & Ice Services
Pro Active Safety Training	55321	720.00	Professional Organizations Meeting/Training/Membership
Pro Active Safety Training	55498	720.00	Professional Organizations Meeting/Training/Membership
Procure Work Injury Center	55322	865.00	Medical Services
Projectline Technical Services, Inc.	55499	3,841.00	Professional Services/Engineering Design Services
Propipe Professional Pipe Services	932	780.00	Professional Services/CCTV Sewerline Inspections
Prudential Overall Supply	928	1,503.14	Uniforms
Prudential Overall Supply	946	3,034.37	Uniforms
PSOMAS	55500	8,800.00	Computer Applications & Services
Quality Aluminum Forge, Div of GEL Ind.	55501	286.31	Final Reconciliation Industrial Discharge Program
Quinn Company	55502	1,799.83	Repair & Maintenance Services and/or Supplies
Raymond Handling Solutions, Inc.	55503	185.00	Material Handling Tools & Equipment
RBF Consulting	55324	19,468.38	Professional Services/Engineering Design Services
RBF Consulting	55504	18,562.92	Professional Services/Engineering Design Services
Red Wing Shoes	55505	446.48	Safety, Security, Health Equipment, Supplies, and Services
Redlands Ford	55363	30,927.95	Vehicle Purchase
Rehab West, Inc.	55506	397.08	Human Resources Services
Robert G. Walker	55351	152.00	Meeting/Training Expense Reimbursement
Robert L. Ortega	55353	1,079.99	Meeting/Training Expense Reimbursement
Roberto's Auto Trim Shop	55325	1,186.09	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Rockwell Engineering & Equipment Co.	55507	4,031.11	Repair & Maintenance Services and/or Supplies
Rosemount Analytical Inc. - Remit	55508	3,146.74	Electrical/Electronic Equipment, Parts & Repairs
Rotork Controls, Inc.	55509	3,598.46	Electrical/Electronic Equipment, Parts & Repairs
Royal Wholesale Electric	55510	8,654.96	Repair & Maintenance Services and/or Supplies
Royale Cleaners	55326	151.20	Miscellaneous Services
Royale Cleaners	55511	104.00	Miscellaneous Services
RS Hughes Co., Inc.	55512	101.75	Repair & Maintenance Services and/or Supplies
Russell Sigler, Inc. dba Sigler Wholesal	55513	196.20	Electrical/Electronic Equipment, Parts & Repairs
Safety-Kleen	55514	341.11	Repair & Maintenance Services and/or Supplies
San Diego/Orange Fluid System Technologi	55515	1,461.60	Repair & Maintenance Services and/or Supplies
Sancon Engineering, Inc.	55327	4,180.00	Repair & Maintenance Services and/or Supplies
Santiago A. Escobar	55551	100.00	Meeting/Training Expense Reimbursement
SC Fuels	55328	8,005.55	Fuel and Lubricants
Schwing Bioset	947	82.83	Repair & Maintenance Services and/or Supplies
Scientific Refrigeration	55329	571.00	Repair & Maintenance Services and/or Supplies
SCP Science	55516	576.00	Laboratory Services & Supplies

Claims Paid From 3/16/13 to 3/31/13

Vendor	Warrant No.	Amount	Description
Securitas Security Services USA, Inc.	55233	27,641.52	Safety, Security, Health Equipment, Supplies, and Services
Sewer Equipment Company of America	55330	1,012.71	Repair & Maintenance Services and/or Supplies
SGS Testcom, Inc.	55518	12.41	Computer Hardware and Services
Shamrock Supply Co., Inc.	55331	393.66	Repair & Maintenance Services and/or Supplies
Shamrock Supply Co., Inc.	55519	8,309.95	Repair & Maintenance Services and/or Supplies
Shureluck Sales & Engineering	55520	243.00	Repair & Maintenance Services and/or Supplies
SKC West, Inc.	55521	1,087.20	Laboratory Services & Supplies
So. Cal Gas Company	55332	9,245.21	Utilities
Solano Press Book, Inc.	55333	175.44	Books & Publications
Southern Counties Lubricants	55522	2,657.46	Fuel and Lubricants
Sparklett-Dallas	55523	1,003.80	Miscellaneous Services
St. Croix Sensory, Inc.	55524	1,141.00	Olfactometry Testing Services
Stanek Constructors Inc	55238	493,076.83	Construction
Stanek Constructors Inc	55374	566,001.68	Construction
Summit Steel	948	2,674.85	Repair & Maintenance Services and/or Supplies
Sunset Industrial Parts	55525	2,883.72	Repair & Maintenance Services and/or Supplies
Super Chem Corporation	55526	956.34	Repair & Maintenance Services and/or Supplies
Synagro West, Inc.	55364	656,885.53	Biosolids Management
Stysea Scientific, L.L.C.	55527	1,777.23	Laboratory Services & Supplies
TDI	55234	31,850.00	Professional Services/Information Technology
TekSystems	929	2,240.00	Professional Services/Temporary Services
Teledyne/ISCO	55528	101.45	Laboratory Services & Supplies
Terra Renewal, L.L.C.	55365	51,015.01	Grit & Screenings Disposal
TestAmerica Ontario	930	210.00	Laboratory Services & Supplies
TestAmerica Ontario	949	1,062.00	Laboratory Services & Supplies
The Creative Group	55417	3,559.50	Professional Services/Temporary Services
The Orange County Register	55486	758.00	Notices & Ads
The Standard Insurance Company	55334	2,665.68	Disability Insurance
Theodore Robins Ford	55529	1,205.93	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Thompson Industrial Supply, Inc.	931	24.90	Repair & Maintenance Services and/or Supplies
Thompson Industrial Supply, Inc.	950	6,281.15	Repair & Maintenance Services and/or Supplies
Time Warner Communications	55530	61.72	Telecommunications
Times Community News	55299	468.00	Books and Publications
Toshiba Business Solutions USA Inc.	55531	679.21	Computers, Software/Hardware & Managed Services
Transcat	951	180.86	Repair & Maintenance Services and/or Supplies
Tremco Incorporated	952	2,117.54	Repair & Maintenance Services and/or Supplies
Troemner Inc.,	55532	792.94	Repair & Maintenance Services and Supplies
Tropical Plaza Nursery, Inc.	55533	12,877.50	Landscape Maintenance Services
Truck & Auto Supply, Inc.	55335	85.98	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
TSI Inc	55336	901.17	Safety, Security, Health Equipment, Supplies, and Services
TSI Inc	55534	2,042.70	Safety, Security, Health Equipment, Supplies, and Services
Tule Ranch/Magan Farms	55366	314,509.69	Biosolids Management
TW Telecom Holdings, Inc.	55337	9,308.08	Telecommunications
Two Wheels One Planet	55338	262.43	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
Underground Service Alert of So. Calif	55339	1,431.00	Professional Services - Dig Alert Notification Service
Union Bank of California	55535	881.92	Banking Services
Union Bank of California Escrow	55375	27,135.00	Construction, Retention
United Parcel Service	55536	821.43	Freight Services
Universal Molding Co.	55537	3,117.75	Annual Reconciliation Industrial Discharge Program

Claims Paid From 3/16/13 to 3/31/13

Vendor	Warrant No.	Amount	Description
UPS Ground Freight, Inc.	55340	245.89	Freight Services
Valin Corporation	953	3,725.82	Repair & Maintenance Services and/or Supplies
Vapex Products, Inc.	55538	4,523.20	Electrical/Electronic Equipment, Parts & Repairs
Verizon California	55341	595.15	Telecommunications
Verne's Plumbing	55342	2,283.93	Plumbing Services & Supplies
Verne's Plumbing	55539	8,198.60	Plumbing Services & Supplies
Village Nurseries	55540	274.04	Repair & Maintenance Services and/or Supplies
Vladimir A. Kogan	55553	195.00	Meeting/Training Expense Reimbursement
Voyager Fleet Systems, Inc.	55541	21,737.58	Autos, Trucks & Marine Equipment, Parts, Accessories & Services
VWR Scientific Products	55542	1,642.91	Laboratory Services & Supplies
W.M. Lyles Co.	55376	781,141.12	Construction
Water Environment Federation	55343	830.00	Professional Organizations Meeting/Training/Membership
Waters Corporation	55544	2,812.80	Laboratory Services & Supplies
Waxie Sanitary Supply	55545	2,105.42	Janitor & Household Service & Supplies
WEFTEC	55344	620.00	Professional Organizations Meeting/Training/Membership
West Coast Arborists, Inc.	55345	800.00	Landscape Maintenance Services
Western Analytical Laboratories, Inc.	55546	2,500.00	Outside Laboratory Services
Western Yarn Dyeing, Inc.	55543	19,648.87	Annual Reconciliation Industrial Discharge Program
Winzer Corporation	55547	611.56	Repair & Maintenance Services and/or Supplies
Woodruff Spradlin & Smart	55235	194,570.12	Professional Services - Legal
WPL Publishing	55548	246.00	Books & Publications
Xpedx, An International Paper Company	55549	1,634.39	Miscellaneous Supplies
Yale/Chase Materials Handling, Inc.	55346	121.03	Electrical/Electronic Equipment, & Electric Cart Parts & Repairs
Yorba Linda Water District	55550	42.74	Utilities
Yvonne Dake	55349	232.04	Meeting/Training Expense Reimbursement
Total Accounts Payable - Warrants		<u>\$ 8,167,574.48</u>	
<u>Payroll Disbursements</u>			
Employee Paychecks	50955 - 51004	\$ 89,093.23	Biweekly Payroll (3/20/13)
Employee Paychecks	51005	4,016.96	Interim Payroll - Reissue Payroll Cks (3/18/13)
Employee Paychecks	51006	150.00	Interim Payroll - ARBA State Tax Adjustment (3/08/13)
Employee Paychecks	51007 - 51012	4,821.94	Interim Payroll - IDEA Merit (3/19/13)
Employee Paychecks	51013 - 51021	27,781.00	Interim Payroll - Retirements Reg. Hours (3/21/13)
Employee Paychecks	51022 - 51028	72,726.58	Interim Payroll - Retirements Payouts (3/21/13)*
Employee Paychecks	51091 - 51092	11,555.76	Interim Payroll - Retirements Reg. Hours (3/28/13)
Employee Paychecks	51093 - 51094	29,938.05	Interim Payroll - Retirements Payouts (3/28/13)
Employee Paychecks	51095	9,948.93	Interim Payroll - Reissue Resig Ck (3/28/13)
Direct Deposit Statements	334667 - 335253	1,435,771.13	Biweekly Payroll (3/20/13)
Total Payroll Disbursements		<u>\$ 1,685,803.58</u>	*Check numbers 51029-51090 used for future period.
<u>Wire Transfer Payments</u>			
OCSD Payroll Taxes & Contributions		\$ 933,917.72	Biweekly Payroll (3/20/13)
Total Wire Transfer Payments		<u>\$ 933,917.72</u>	
Total Claims Paid 3/16/13 - 3/31/13		<u>\$ 10,787,295.78</u>	

BOARD OF DIRECTORS

AGENDA REPORT

Meeting Date --	To Bd. of Dir. 04/24/13
Item Number --	Item Number 3

Orange County Sanitation District

FROM: James D. Herberg, General Manager
Originator: Lorenzo Tyner, Director of Finance and Administrative Services

SUBJECT: EXTEND STATED EFFECTIVE PERIOD OF LOCAL SANITARY SEWER SERVICE CHARGES AND AUTHORIZE SUCH CHARGES TO BE COLLECTED ON THE COUNTY TAX ROLL

GENERAL MANAGER'S RECOMMENDATION

- A. Consider extending effective period of local sanitary sewer service charges.
- B. Motion to read Ordinance No. OCSD-43 by title only and waive reading of said entire ordinance on April 24, 2013.
- C. Introduce Ordinance No. OCSD-43, an Ordinance of the Board of Directors of Orange County Sanitation District Amending Ordinance No. OCSD-38 To Extend The Stated Effective Period Of The Existing Local Sanitary Sewer Service Charges For Customers Receiving Local Sanitary Sewer Service In Former Revenue Area 7: Adopting Revised Table A Extending Stated Effective Period Of Existing Local Sanitary Sewer Service Charges And Revised Table B Property Use Classifications.
- D. Set May 22, 2013, as the date of the Public Hearing to hear protests and for the second reading of the Ordinance No. OCSD-43.

SUMMARY

While the core function of the Sanitation District is to operate a regional network of trunk sewers that delivers wastewater generated within its jurisdiction to the Sanitation District's treatment and disposal facilities, the Sanitation District still maintains the local sewers of approximately 18,000 parcels located in former Revenue Area 7. Former Revenue Area 7 encompasses portions of the City of Tustin as well as unincorporated areas of Orange County north of the City of Tustin.

On June 25, 2008, the Board of Directors adopted Ordinance No. OCSD-38 establishing local sanitary sewer service charges for customers receiving local sanitary sewer service in former Revenue Area 7 in order to allow the Orange County Sanitation District ("Sanitation District") to recover the reasonable costs to provide local sanitary sewer service to individual properties within former Revenue Area 7. The local sanitary sewer service charges are only imposed on properties receiving local sanitary sewer services from the Sanitation District within former Revenue Area 7. The revenues

generated from the local sanitary sewer service charges are used for (i) the acquisition, construction, reconstruction, maintenance, and operation of the local sanitary sewer system facilities in former Revenue Area 7, (ii) to repay principal and interest on debt instruments, and (iii) to repay federal and state loans issued for the construction and reconstruction of said sewerage facilities, together with costs of administration and provisions for necessary reserves.

At the December 2012 Operations and Administration Committee meetings and the December 2012 Board meeting, staff presented a proposed financing plan in support of the Sanitation District's operations. The financing plan addressed the Sanitation District's operating and capital programs for the period covering FY 2013-14 through FY 2020-21.

At the January 2013 Board meeting, staff presented the Wastewater Revenue and Rate Study prepared by Carollo Engineering, which independently found that staff's recommendation to increase the local sanitary sewer service charges were reasonable based on an evaluation of the District's revenue needs, projected reserve balances and user rate structure. However, staff is recommending that the local sanitary sewer service charges not be increased at this time. Rather, staff recommends that the Board take action to extend the existing local sanitary sewer service charges. Ordinance No. OCSD-38 sets forth a multi-year schedule of fees that ends fiscal year 2012-2013. Without action by the Board to extend the existing fee, there will be no authority of the District to continue charging a fee beyond fiscal year 2012-2013.

The existing local sewer service charges for residential users for fiscal year 2012-2013 are \$216.00 for a single family residential unit and \$151.20 for a multi-family residential unit. The proposed amendment to Ordinance No. OCSD-38 proposes to extend the existing fees, which shall remain in effect for each fiscal year thereafter unless otherwise amended by the Board of Directors. The proposed ordinance also revises the property use classifications identified in Table B.

ADDITIONAL INFORMATION

The Board of Directors last adopted a five-year rate plan in 2008 to cover the costs of service to operate and maintain the local sanitary sewer system facilities. The Sanitation District expects to continue and/or improve its level of service and meet demands on its wastewater system. The Sanitation District will focus on rehabilitation and refurbishment efforts, the general maintenance of assets and ongoing operations.

Based on an analysis of the cost-of-service for existing users and an allocation of the costs of the Sanitation District's local sanitary sewer services to each class or customer in proportion to the demands they place on the system, staff is recommending that the Board not increase rates at this time, but rather, extend the effective period of the existing local sanitary sewer service charges.

Sewer service charges are the primary revenue source of the Sanitation District, and such charges have been adjusted in previous years to generate sufficient cash flow for

additional capital improvements and debt-service obligations. The revenues derived from extending the effective period of the local sanitary sewer service charges will be used to cover the cost of providing and maintaining local sanitary sewer service to existing properties, and the existing charges represents a balanced approach that implements a strategy of no additional debt issuances, prudent reduction of reserves and achieving various operational efficiencies. The revenues derived from the extension of the existing local sanitary sewer service fees do not exceed the funds required to provide local sewer services to existing properties using the Sanitation District's wastewater system in former Revenue Area 7, and the amount of the charge based upon the type of use of each parcel does not exceed the proportional cost of the service attributable to the parcel.

In addition to sewer service charges, and other proposed user rate adjustments, existing reserves will be reduced and other cost saving measures will be implemented. Without the use of existing reserves and other cost saving measures, rate increases would have been required.

Collection of Charges on the Tax Roll

Section 5473 of the California Health and Safety Code provides that sanitary sewer service charges may be collected as a separate line item on the annual property tax roll. The District has utilized this method of fee collection since the inception of these local sewer service fees.

The two principal benefits of this collection method are that the District does not need to develop or fund a utility billing division, and that failure to pay these fees results in a lien against the property, so all fees are ultimately received.

The Health and Safety Code requires action by the District directing the County Tax Collector to collect these fees on the tax roll.

The County Tax Collector-Treasurer charges OCSD for an administration fee, which includes a copy of the database, updates, and for minor programming. The County Auditor charges OCSD, via deduction from fees collected, for the actual collection expenses.

Schedule for Implementing Local Sewer Service Fee Increase

1 st Reading of Fee Ordinance	April 24, 2013
Notice of Hearing 1 st Publication	May 6, 2013
Notice of Hearing 2 nd Publication	May 13, 2013
2 nd Reading, Hearing, & Adoption of Fee Ordinance	May 22, 2013
Ordinance is effective in 30 days, or in the new fiscal year	July 1, 2013
Fees per parcel due to County Auditor-Controller	August 12, 2013

ATTACHMENTS

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

- Proposed Ordinance No. OCSD-43, an Ordinance of the Board of Directors of Orange County Sanitation District Amending Ordinance No. OCSD-38 To Extend The Stated Effective Period Of The Existing Local Sanitary Sewer Service Charges For Customers Receiving Local Sanitary Sewer Service In Former Revenue Area 7: Adopting Revised Table A Extending Stated Effective Period Of Existing Local Sanitary Sewer Service Charges And Revised Table B Property Use Classifications.

ORDINANCE NO. OCSD-43

AN ORDINANCE OF THE BOARD OF DIRECTORS OF ORANGE COUNTY SANITATION DISTRICT AMENDING ORDINANCE NO. OCSD-38 TO EXTEND THE STATED EFFECTIVE PERIOD OF THE EXISTING LOCAL SANITARY SEWER SERVICE CHARGES FOR CUSTOMERS RECEIVING LOCAL SANITARY SEWER SERVICE IN FORMER REVENUE AREA 7.

ADOPTING REVISED TABLE A EXTENDING STATED EFFECTIVE PERIOD OF EXISTING LOCAL SANITARY SEWER SERVICE CHARGES AND REVISED TABLE B PROPERTY USE CLASSIFICATIONS

WHEREAS, The former County Sanitation Districts Nos. 1, 2, 3, 5, 6, 7, 11, 13 and 14 of Orange County, California (the "Predecessor Districts"), were nine individual County Sanitation Districts, organized as separate "Revenue Areas" representing distinct geographic regions pursuant to the County Sanitation District Act (California Health & Safety Code Section 4700 *et seq.*). Revenue Area 7 included unincorporated areas of Orange County and a portion of the City of Tustin; and

WHEREAS, By action of the Board of Directors of the Predecessor Districts, pursuant to specific legislation enacted by the California State Legislature in 1996, an application was submitted to the Orange County Local Agency Formation Commission to legally consolidate the nine Predecessor Districts into one single Sanitation District for all purposes. The application was approved, with an effective date of July 1, 1998; and

WHEREAS, As of July 1, 1998, the Predecessor Districts ceased to exist, and one single consolidated County Sanitation District, known as the Orange County Sanitation District ("District"), came into existence in place of the Predecessor Districts. The District was formed to carry on the functions of the Predecessor Districts; and

WHEREAS, The core function of the District is to operate a regional network of trunk sewers that delivers wastewater generated within its jurisdiction to the District's treatment and disposal facilities; and

WHEREAS, the District charges an annual regional sewer service charge to its customers; and

WHEREAS, The District has maintained the local sewers of approximately 18,000 parcels located in former Revenue Area 7; and

WHEREAS, The District, as part of its maintenance and updating of its Master Plan, undertook a comprehensive evaluation and study of its operational and financial needs for the next 20 years, including: a detailed assessment of all types and categories of users; the demands on the system and capacity needs of the system to provide necessary service to the multiple categories of users; the total costs of the existing and future facilities in the system; and alternate methodologies for establishing fair and equitable charges to connect to and gain access to the system. These comprehensive planning, engineering, and financial studies led to the development of an updated Comprehensive 20-year Master Plan of Capital Facilities, entitled "1999 Strategic Plan" ("Master Plan"); and

WHEREAS, The Master Plan, setting forth and identifying the required future development of District Facilities, including financial projections for providing sewer service to all properties within the District's service area, was approved and adopted by the Board of Directors on October 27, 1999 by OCSD Resolution No. 99-21, with updates adopted in 2002 and 2006, following a noticed public hearing, and in compliance with the provisions of the California Constitution and all other applicable laws; and

WHEREAS, Pursuant to Health and Safety Code section 5471, the Board of Directors is authorized to prescribe, revise and collect fees, tolls, rates, rentals or other charges for services and facilities furnished by the District in connection with its sewerage system; and

WHEREAS, On June 25, 2008, the Board of Directors of the District adopted Ordinance No. OCSD-38, establishing local sanitary sewer service charges for customers receiving local sanitary sewer service in former Revenue Area 7 in order to allow the District to recover the reasonable costs to provide local sanitary sewer service to individual properties within former Revenue Area 7; and

WHEREAS, the stated effective period of the local sanitary sewer service charges will expire at the end of fiscal year 2012-1013; and

WHEREAS, On January 23, 2013, the Board of Directors was presented with and has reviewed the District's Wastewater Revenue and Rate Study dated January 2013 prepared by Carollo Engineers, on file with the District, which independently found that increases in the local sanitary sewer service charges are appropriate and reasonable based on an evaluation of the District's revenue needs, projected reserve balances and user rate structure; and

WHEREAS, The District has decided not to increase local sanitary sewer service charges at this time; however, for purposes of ensuring that the District has sufficient revenues and reserves to meet the District's obligations and operations of the local sewer facilities in former Revenue Area 7, it is the intent, by the adoption of this Ordinance, to extend the stated effective period of the

fiscal year 2012-2013 local sanitary sewer service charges identified in Table A of Ordinance No. OCSD-38 and to update the property use classifications identified in Table B; and

WHEREAS, Section 21080(b)(8) of the Public Resources Code states that “the establishment, modification, structuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of (A) meeting operating expenses, including employee wage rates and fringe benefits, (B) purchasing or leasing supplies, equipment, or materials, (C) meeting financial reserve needs and requirements, (D) obtaining funds for capital projects necessary to maintain service within existing service areas, or (E) obtaining funds necessary to maintain those intracity transfers as are authorized by city charter” is not subject to CEQA; and

WHEREAS, Section 15273(a) of the California Code of Regulations states that “CEQA does not apply to the establishment, modification, structuring, restructuring, or approval of rates, tolls, fares, or other charges by public agencies which the public agency finds are for the purpose of: (1) Meeting operating expenses, including employee wage rates and fringe benefits, (2) Purchasing or leasing supplies equipment, or materials, (3) Meeting financial reserve needs and requirements, (4) Obtaining funds for capital projects, necessary to maintain service within existing service areas, or (5) Obtaining funds necessary to maintain such intra-city transfers as are authorized by city charter”; and

WHEREAS, pursuant to Health and Safety Code sections 4766 and 5473, the Board of Directors is authorized to elect to have the proposed local sanitary sewer service charges collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes; and

WHEREAS, pursuant to Health and Safety Code section 5473.1, on May XX, 2013, and again on May XX, 2013, Notice of the Public Hearing regarding the proposed local sanitary sewer service charges and the election to have such charges collected on the tax role, which included the date, time and location of the hearing, was published in The Orange County Register, a newspaper of general circulation within the District published in the county where the District is located; and

WHEREAS, on Wednesday, May 22, 2013 at 6:30 P.M., in the District’s Boardroom on the first floor of its Administration Building located at 10844 Ellis Avenue, Fountain Valley, California, the District held a properly noticed public hearing in order to receive and consider comments, including objections, concerning the proposed extension of the stated effective period of the local sanitary sewer service charges and the election to have such charges collected on the tax roll; and

WHEREAS, the Board of Directors has carefully reviewed the Wastewater Revenue and Rate Study dated January 2013, and has considered the public and Board comments, and the oral and written presentation by the District's staff and consultants made at the May 22, 2013 public hearing, as well as any written public comments.

NOW, THEREFORE, the Board of Directors of the Orange County Sanitation District does hereby ORDAIN:

Section I. Findings. Based upon substantial evidence presented to the Board of Directors, the Board of Directors of District hereby adopts the following Findings supporting the extension of the existing fees adopted pursuant to this Ordinance. The Board of Directors hereby finds:

A. That the extension of the effective period of the local sanitary sewer service charges as identified in Table A herein is appropriate and ensures adequate revenues to finance the acquisition, construction, reconstruction, maintenance, and operation of the local sewer system facilities of the District, and to retire any necessary or prudent debt incurred to finance such improvements in a reasonable manner and over a reasonable period of time.

B. That the revenues derived under the provisions of this Ordinance will be used for (i) the acquisition, construction, reconstruction, maintenance, and operation of the local sanitary sewer system facilities of the District, (ii) to repay principal and interest on debt instruments, and (iii) to repay federal and state loans issued for the construction and reconstruction of said sewerage facilities, together with costs of administration and provisions for necessary reserves.

C. That the local sanitary sewer service charges established by this Ordinance are reasonably related to, and do not exceed the funds required to provide the property-related sewer services, and shall herein be levied on each parcel to allow the District to recover the reasonable costs to provide a service to individual properties which have been improved for different types of uses.

D. That the basis for the respective charge is not based on potential or future use, but rather, is based upon the request of the owner of property or a structure thereon, for the benefit of him/her/itself, or the occupants of the property, to receive a service for actual use, consumption, and disposal of water to the District's system in lieu of disposal by other means.

E. That the revenues derived from the local sanitary sewer service charges shall not be used for any purpose other than that for which the charge is imposed.

F. That the local sanitary sewer service charges established by this Ordinance are not imposed as a condition of approval of a development project, as defined in California Government Code Section 66001, and do not exceed the proportional cost of the sewer service attributable to the parcel for which the fee is levied, as provided in California Constitution Article XIII D, Section 6(b).

G. That the local sanitary sewer service charges established herein are an extension of existing fees, and are not a new or increased fee or charge. Therefore, the procedural requirements of California Constitution Article XIII D, section 6(a) do not apply.

H. That the local sanitary sewer service charges adopted herein will not result in an expansion of facilities to provide for growth within or outside the existing service area. The adoption of these local sanitary sewer service charges will not result in any specific project, nor result in a direct physical change in the environment.

I. That the Board of Directors is adopting the local sanitary sewer service charges herein to (i) meet operating expenses, (ii) purchase or lease supplies, equipment, or materials, (iii) meet financial reserve needs and requirements, and (iv) obtain funds for capital projects necessary to maintain service within former Revenue Area 7. Therefore, the Board finds and determines, based upon substantial evidence, that the establishment of the local sanitary sewer service charges are statutorily exempt from CEQA, pursuant to Section 21080(b)(8) of the Public Resources Code and Section 15273(a) of the California Code of Regulations.

J. That all fees and charges established herein have been approved by the District's Board of Directors at a noticed public meeting, all in accordance with applicable provisions of law.

Section II. Amendments.

A. Section 2.02 of Ordinance No. OCSD-38 is hereby deleted, effective June 30, 2013, in its entirety and replaced, effective July 1, 2013, with the following:

"Section 2.02. Annual Local Sewer Service Charge.

Commencing with the effective date of this Ordinance, the owner of each parcel of real property located within the local sewer service area operated and maintained by the District which is improved with structures designed for residential, commercial, or industrial use and which, at the request of the owner or the owner's predecessor-in-interest, is connected to

the District's system, shall pay an annual Local Sewer Service Charge based on the respective class of users, in the sum or sums, as set forth in Tables A and B of this Ordinance, below. The annual Local Sewer Service Charges for residential users are set forth in Table A. The last Local Sewer Service Charge identified for fiscal year 2012-13 in Table A shall be extended and shall remain in effect for each fiscal year thereafter unless otherwise amended by the Board of Directors. The applicable single family residential rate shown in Table A is multiplied by the applicable percentage figure shown on Table B with respect to the particular use classification to arrive at the annual Local Sewer Service Charge rate per 1,000 square feet for the commercial or industrial user. The annual Local Sewer Service Charges for commercial or industrial users are dependent upon the respective classifications of property use, determined by reference to Table B."

B. Table A of Ordinance No. OCSD-38 is hereby deleted, effective June 30, 2013, in its entirety and replaced, effective July 1, 2013, with the following:

"TABLE A

ANNUAL LOCAL SEWER SERVICE CHARGES
RESIDENTIAL USERS

YEAR	2008-09	2009-10	2010-11	2011-12	2012-13**
SFR*	\$199.00	\$204.00	\$208.00	\$212.00	\$216.00
MFR	\$139.30	\$142.80	\$145.60	\$148.40	\$151.20

SFR = SINGLE FAMILY RESIDENTIAL
MFR = MULTI FAMILY RESIDENTIAL

* The SFR fee is the minimum local sewer service charge any user must pay.
** The charges identified for 2012-13 shall continue and remain in effect for each fiscal year thereafter unless otherwise amended by the Board of Directors."

C. Table B of Ordinance No. OCSD-38 is hereby deleted, effective June 30, 2013, in its entirety and replaced, effective July 1, 2013, with the following:

"TABLE B

ANNUAL LOCAL SEWER SERVICE CHARGES

PROPERTY USE CLASSIFICATIONS

<u>Assessor Use Code</u>	<u>Description</u>	<u>Percentage of SFR Per 1,000 SF or Unit</u>
1	VACANT LAND PARCEL	0%
5	COMMON AREA PARCEL	0%
6	"HOLD" PARCEL	0%
8	EQUIV TO VACANT	0%
121	PARCEL OF MINIMAL OR NO VALUE	0%
122	SUBSURFACE PARCELS	0%
124	OIL/MINERAL RIGHTS	0%
125	MINERAL RIGHTS EQUIPMENT	0%
126	VACANT COMMON AREA-IMP ALLOC	0%
201	HOME OWNERS EXEMPTION ADD'N	0%
666	UNASSIGNED VACANT	0%
777	SEPTIC TANK PROPERTY	0%
112	STEEL BUILDING	5%
113	MINI-WAREHOUSE	5%
58	NURSERIES (PLANTS)	9%
100	DRIVE-IN THEATER	9%
110	WAREHOUSE - SINGLE TENANT	11%
111	WAREHOUSE - MULTI TENANT	11%
115	RECREATIONAL VEHICLE STORAGE	11%
116	TRUCK TERMINAL	11%
44	LUMBER/CONSTR MATL YARD	18%
71	PARKING GARAGE	18%
72	PAVED PARKING LOT	18%
33	CHURCH BUILDINGS	20%
94	DEPARTMENT STORE	22%
95	DISCOUNT STORE	22%
96	UNATTACHED SINGLE STORE	22%
97	STRIP STORE	22%
74	RECREATION VEHICLE PARK	23%
225	UNITED STATES POST OFFICE	28%
107	LIGHT INDUSTRIAL - SINGLE TENANT	30%
108	LIGHT INDUSTRIAL - MULTI TENANT	30%
109	RESEARCH AND DEVELOPMENT	30%
114	INDUSTRIAL PARK	30%
40	HEALTH CLUB	33%
88	LOW DEMAND CENTER	36%
36	FINANCIAL BUILDINGS	39%
68	HIGH RISE OFFICE	39%
21	AUTOMOBILE DEALERSHIP	39%
22	AUTO REPAIR SHOP	39%

23	AUTOMOTIVE SERVICE	39%
24	USED CAR LOT	39%
39	GOLF COURSE	39%
57	MOTORCYCLE/SMALL VEHICLE BLDG	39%
83	AUTOMOTIVE SERVICE STATION	39%
84	MARINE SERVICE STATION	39%
86	COMBIN:SERVICE STN/CONVIENCE MKT	39%
65	SINGLE OFFICE BLDGS TO 3 STORIES	40%
66	SMALL OFFICE CENTER	40%
67	OFFICE COMPLEX	40%
69	CONVERTED RESIDENCE TO OFFICE	40%
85	COMBIN: SERV STN/RESTAURANT	42%
48	CONVENIENCE MARKET	44%
37	FRATERNAL BUILDINGS	49%
101	UNATTACHED THEATER	49%
7	MOBILEHOME	50%
55	MOBILE HOME PARK	52%
26	AIRPORT AND RELATED	56%
45	MARINAS	56%
32	CEMETERY & RELATED	56%
38	FUNERAL HOME	56%
3	TWO OR MORE SFR	70%
10	DUPLEX ONLY	70%
11	TRIPLEX ONLY	70%
12	04-UNITS ONLY	70%
13	5 TO 16 UNITS	70%
14	17 TO 25 UNITS	70%
15	26-40 UNITS ONLY	70%
16	41-99 UNITS ONLY	70%
17	100 OR MORE UNITS	70%
18	A MIX OF FORMS	70%
19	SFR WITH 1 OR 2 RENTALS	71%
4	MISC IMPROVEMENT	71%
28	BOWLING ALLEYS	71%
92	SKATING RINKS	71%
118	GOVERNMENTAL USE	79%
81	PRE-SCHOOLS, NURSERY OR CARE	80%
82	PRIVATE SCHOOLS	80%
98	STORE WITH OFFICES OR LIV QTR	80%
99	STORE W/ OFFICE UPSTAIRS	80%
47	SUPERMARKET	84%
89	AVERAGE DEMAND CENTER	92%
34	DORMITORY	99%
61	CONVALESCENT HOSPITALS	99%
42	HOSPITAL	100%

2	ONE RESIDENCE	100%
103	CHEMICAL TANK AND BULK STORAGE	100%
104	FOOD PROCESSING PLANT	100%
105	COLD STORAGE PLANT	100%
106	FACTORY	100%
119	PUBLIC UTILITY	100%
120	WATER MUTUAL OR COMPANY	100%
888	CONVERSION-COMPOSITE PROP	100%
60	NURSING HOME	103%
62	CONVERTED RES USED AS NURSING	103%
63	LOW RISE RETIREMENT BUILDING	108%
64	HIGH RISE RETIREMENT BUILDING	108%
43	HOTEL/MOTEL	109%
56	HOTEL/MOTEL	109%
50	SINGLE MEDICAL BLDGS TO 3 STORIES	118%
51	SMALL MEDICAL CENTER	118%
52	MEDICAL CENTER COMPLEX	118%
53	HIGH RISE MEDICAL	118%
54	CONVERTED RESIDENCE TO MEDICAL	118%
20	AMUSEMENT PARKS	138%
35	ENTERTAINMENT CENTER	138%
73	RECREATION	138%
224	NIGHTCLUB	146%
90	HIGH DEMAND CENTER	149%
76	RESTAURANT – LOW DEMAND	212%
30	COIN OPERATED CAR WASH	252%
77	RESTAURANT - COFFEE SHOP	424%
78	RESTAURANT - DINNER HOUSE	424%
79	RESTAURANT - CONVERSION FROM SFR	424%
29	CONVENTIONAL CAR WASH	1425%
223	LAUNDROMAT	1563%

NOTE: Multiply the Table A Single Family Residential Rate by the percentage figure above in order to determine the rate per 1,000 square feet for the commercial or industrial user."

Section III. Collection of Fees.

A. Pursuant to the authority granted by California Health & Safety Code Section 5473, and except as otherwise provided in Subparagraph B below, all local sewer service charges established herein shall be collected on the County Tax Roll in the same manner, by the same persons, and at the same time as, together with, and not separately from, its general taxes. The County Tax Collector is authorized and hereby ordered to make said collections in accordance with the terms and conditions of agreements between the County of Orange and the District.

B. In the event District determines that, due to billing or payment error, or to inequity in the amount billed, a property owner has underpaid annual Local Sewer Service Charges payable to District, District, within four (4) years after the date of mailing of the tax bill, may:

(1) collect the amount of any deficiency directly on the County Tax Roll;

(2) off-set the amount of any deficiency against any amounts that District determines is owing, by District, to the property owner, as a rebate or refund under this Ordinance; or

(3) submit, directly to the property owner, a bill for the amount of any deficiency, which shall be due and payable within thirty (30) days of the invoice date and which, if not paid, shall become a lien on said property.

Section IV. Effect of Amendment. Except as expressly amended in Section II herein and to the extent they have been expressly superseded herein, no other amendments, changes, or modifications are being made to the remaining portions of Ordinance No. OCSD-38. The remaining findings and provisions set forth in Ordinance No. OCSD-38, or portions thereof, not superseded herein shall continue in full force and effect.

Section V. 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 VI. Effective Date. This Ordinance shall take effect July 1, 2013.

Section VII. 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 May 22, 2013.

TROY EDGAR,
CHAIR, BOARD OF DIRECTORS
ORANGE COUNTY SANITATION DISTRICT

ATTEST:

MARIA E. AYALA
CLERK OF THE BOARD
ORANGE COUNTY SANITATION DISTRICT

BRADLEY R. HOGIN
GENERAL COUNSEL

OPERATIONS COMMITTEE

AGENDA REPORT

Meeting Date 04/03/13	To Bd. of Dir. 04/24/13
Item Number 2	Item Number 6

Orange County Sanitation District

FROM: James D. Ruth, General Manager
Originator: Nick Arhontes, P.E., Director of Facility Support Services
Engineering Manager: Mark Esquer, P.E., Facilities Support Services
Project Manager: MarcoPolo Velasco, PMP, Facilities Support Services

SUBJECT: CONTRACT FOR THE PURCHASE OF SODIUM HYDROXIDE, SPECIFICATION NO. C 2013-561BD FOR ODOR CONTROL IN THE COLLECTION SYSTEM.

GENERAL MANAGER'S RECOMMENDATION

- A. Award a contract to Brenntag Pacific, Inc. for the Purchase of Sodium Hydroxide (Caustic Soda) 50% solution, Specification No. C-2013-561BD, for the period July 1, 2013 through June 30, 2014, for a unit price of \$486.00 per dry ton delivered, plus applicable sales tax for an estimated annual amount of \$322,801 with four one-year renewals; and,
- B. Approve a (10%) unit price contingency.

SUMMARY

The caustic soda chemical contract will expire on June 30, 2013, and there are no renewals. OCSD issued the e-Bid for the purchase of caustic soda 50% solution on February 13, 2013. The bids were received and opened on Friday, March 15, 2013.

OCSD started using sodium hydroxide (caustic soda) solution for the sewer trunklines in 1989. Adding caustic soda chemical helps the District to reduce hydrogen sulfide and odor levels in the Newhope, Euclid, North Coast, and Magnolia-Bushard interceptor system during warmer weather periods. Caustic soda chemical is periodically used at Seal Beach and the Westside areas as well.

Summary information on the bid opening for the purchase of caustic soda chemical, Specification No. C-2013-561BD, is as follows:

- Twenty vendors were notified
- Seven vendors downloaded the formal bid package
- Six vendors submitted bids

The following is a summary of the bids received.

<u>Bidder</u>	<u>Amount of Bid</u>
Brenntag Pacific, Inc.	\$322,801
Univar USA, Inc.	\$337,414
Safe Chem	\$384,670
JCI Jones Chemicals, Inc.	\$411,804
PVS Minibulk, Inc.	\$464,000
Olin Chlor Alkali Products	No bid

PRIOR COMMITTEE/BOARD ACTIONS

May 2008 – Operations Committee approved Specification No. C-2008-371BD, Agenda Report Item number OP08-20, Item number 10(e).

ADDITIONAL INFORMATION

Caustic soda is traditionally used in trunkline systems that are not treated by the other continuous feed chemical stations. Caustic soda is batch dumped from the supplier's tank truck and this helps minimize hydrogen sulfide levels.

OCSD has an established sewage conditioning program that consists of adding several chemicals in the collection system to control hydrogen sulfide formation. Hydrogen sulfide is a common by-product of the wastewater collection and treatment process that causes nuisance rotten-egg type odors. Hydrogen sulfide also leads to sulfuric acid formation, which corrodes concrete and metal structures.

CEQA

N/A

BUDGET / DELEGATION OF AUTHORITY COMPLIANCE

This complies with authority levels of the Sanitation District's Delegation of Authority. This item has been budgeted (FY2012-13 Budget in Division 342, line item 52031).

<u>Date of Approval</u>	<u>Contract Amount</u>	<u>Contingency</u>
04/24/13	\$486.00/dry ton + tax	10% unit price contingency

ATTACHMENTS:

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

- Contract for the Purchase of Sodium Hydroxide

AGREEMENT
SUPPLY AND DELIVERY OF SODIUM HYDROXIDE-NaOH
50% SOLUTION TO OCSD WASTEWATER COLLECTION SYSTEM
(“SLUG DOSING”)
Specification No. C-2013-561BD

THIS AGREEMENT is made and entered into April 24, 2013, by and between Orange County Sanitation District hereinafter referred to as “OCSD” with main offices located at 10844 Ellis Avenue, Fountain Valley, California 92708-7018 and Brenntag Pacific, Inc. with main offices located at 10747 Patterson Place, Santa Fe Springs, California 90670 hereinafter referred to as “Supplier” collectively referred to as “the Parties”.

WITNESSETH

WHEREAS, OCSD requires Sodium Hydroxide-NaOH (“Sodium Hydroxide” or “Caustic Soda”) 50% Solution to be supplied and delivered into sewer manholes (Slug Dosing) at strategic locations and has prepared Specifications including use of processing equipment (attached hereto and incorporated herein by reference as Exhibit “A”) for the purchase of said Caustic Soda 50% Solution:

WHEREAS, OCSD’s General Manager has determined the outsourcing of said Services is in the best interest of OCSD; and

WHEREAS, bids for Specification No.C-2013-561BD, purchase and delivery of Caustic Soda 50% Solution were solicited and received on March 15, 2013; and

WHEREAS, on April 24, 2013, the Board of Directors of OCSD, by minute order, authorized execution of this Agreement between OCSD and Supplier; and

WHEREAS, OCSD has chosen Supplier to provide Caustic Soda 50% Solution in accordance with Purchasing Resolution No. OCSD07-04; and

NOW, THEREFORE, in consideration of the premises and agreements hereinafter made and exchanged, Supplier and OCSD agree as follows:

1. Delivery

1.1 LOCATIONS: As called for by OCSD including, but not limited to locations as defined in the Specifications, Exhibit “A”. In cases of emergency, as determined by OCSD, Supplier agrees to deliver Caustic Soda 50% Solution with twenty-four (24) hour notice seven (7) days per week.

1.2 Supplier shall supply Caustic Soda 50% Solution at the Agreement price, for the Agreement Term. OCSD will buy at said price from Supplier only, except when OCSD determines: Supplier cannot make delivery at the Agreement price, within the time specified, or with the quality and quantity specified, or for an increase in dry ton rate not approved by OCSD, or if the level of Service is inadequate, or for any other default or breach of this Agreement at which time OCSD may purchase Caustic Soda 50% Solution elsewhere and charge Supplier any difference in the delivered price to OCSD, or alternatively, OCSD may terminate the Agreement based on said breach or failure to deliver the specified product.

- 1.3 The delivery amounts will generally be ordered in 1,000 to 4,000 gallon lots. OCSD reserves the right to order "short" or "split" orders. Split orders will be split between two or more locations within the OCSD collections system. Approximately 80% of the orders for delivery drops are greater than 3,000 gallons.
- 1.4 **CERTIFICATION OF WEIGHT:** Delivery weight of material shall be determined by certified scales. Certificates of weight will be furnished by Supplier for all loads of Caustic Soda 50% Solution delivered. Loading, hauling and unloading shall be done at the expense of Supplier.
- 1.5 **ANALYSIS CERTIFICATION** Each delivery of Caustic Soda 50% Solution requires a written certified analysis of the percent total solids and percent active Caustic Soda 50% Solution for that shipment. A certified analysis is defined as a statement signed by Supplier's representative declaring the analysis information is true and accurate.
- 1.6 **LATE DELIVERIES:** Late deliveries will generally be handled as follows, however; repeat instances may result in OCSD, at its sole discretion, purchasing Caustic Soda 50% Solution elsewhere and charging Supplier the difference in the delivered price or, alternatively, termination of the Agreement. Supplier shall reimburse OCSD at an agreed fee of \$100.00 per half-hour ($\frac{1}{2}$) hour for late deliveries to the sewer system locations. There will be a delivery window of 15 minutes, and late fees will be triggered 30 minutes after the end of the 15-minute window and every half-hour ($\frac{1}{2}$) increment thereafter. OCSD will consider waiving the late fee if it can be verified that there was an accident, sig alert, freeway closure, or equivalent condition with delays over 30 minutes. Other scenarios will be considered on a case-by-case basis. If it is known that a delivery will be late, Supplier shall attempt to notify OCSD'S contact of the delay. Supplier may notify OCSD up to 24-hours prior to the scheduled delivery to avoid a late fee. Due to coordination with traffic control and staff, last minute changes are not possible.
- 1.7 Supplier shall be responsible for any loss or damage to facilities of OCSD caused by negligence of Supplier's delivery equipment or operators thereof.

2. Possession

Ownership and control of all Caustic Soda 50% Solution delivered pursuant to this Agreement shall remain solely and exclusively with Supplier, until complete transfer of possession by delivery to OCSD at the designated locations is made from Supplier.

3. Quantity

- 3.1 OCSD makes no guarantee as to actual use or quantity of Caustic Soda 50% Solution purchased. OCSD estimates the annual use of 615 dry tons of Caustic Soda 50% Solution per year based on past and expected usage.
- 3.2 OCSD will pay only for the actual dry tons of Caustic Soda 50% Solution delivered. Certified weight scale tickets shall be provided to OCSD for every delivery and shall contain the tare weight, loaded gross weight and net weight. Dry tons invoiced will be the total net dry tons of Caustic Soda 50% Solution delivered (loaded gross weight minus the tare weight). Tare weight shall be determined immediately after each delivery and prior to cleaning, emptying or clearing the delivery tank.
- 3.3 Quality control tests will be performed by OCSD on the delivered Caustic Soda 50% Solution to ensure that Agreement specifications are attained.

4. Pricing and Invoicing

- 4.1 Supplier will invoice monthly for Caustic Soda 50% Solution per the Technical Specifications, Exhibit "A", at a price of \$486.00 per dry ton delivered as set forth in the Bid Price Form (attached hereto and incorporated herein by reference as Exhibit "B") which will remain firm during the Agreement Term. Price shall include all cartage and taxes per dry ton except California State Sales Tax. The sales tax will be paid by OCSD. The sales tax shall not apply to freight charges.
- 4.2 A Delivery statement shall accompany all shipments and state the delivered weight and/or delivered dry tons, actual specific gravity and/or density of the product being shipped, and the actual percent of the delivered product. Payment shall be based on the actual volume of product delivered. At a minimum, the invoice shall include a description of the delivery location, the delivery date, the unit price, the volume of product delivered, and any other parameters used to determine the cost for the shipment.
- 4.3 OCSD shall pay, Net 30 days, upon receipt and approval by the OCSD Project Manager, MarcoPolo Velasco, or his designee of itemized invoices submitted in a form acceptable to OCSD to enable audit of the charges thereon. Invoices shall be emailed by Supplier to OCSD at APStaff@OCSD.com. The Purchase Order number and Division 342 shall be referenced in the subject line.

5. Agreement Term

The Services provided under this Agreement shall be for one (1) year commencing July 1, 2013 and continuing through June 30, 2014.

6. Renewals

- 6.1 OCSD may exercise the option to renew the Agreement for up to four (4) one-year periods if mutually acceptable contract terms can be negotiated. OCSD shall make no obligation to renew nor give reason if it elects not to renew. The prices established in the original Agreement may be adjusted. The adjustment will allow for any increase or decrease in the manufactured cost of the purchase of Caustic Soda 50% Solution and will be based upon OCSD validated information furnished by Supplier and OCSD sources. OCSD reserves the right to agree with or reject the proposed price increase or decrease.
- 6.2 Renewals may be made through the OCSD Purchase Order Process.

7. Termination

- 7.1 OCSD 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 OCSD (delivered by certified mail, return receipt requested) of intent to terminate. Upon receipt of a termination notice, Supplier shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Supplier for work performed (cost and fee) to the date of termination. Supplier expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of the Agreement. Such notice of termination shall terminate this Agreement and release OCSD from any further fee, cost or claim hereunder by Supplier other than for work performed to the date of termination.
- 7.2 OCSD reserves the right to terminate this Agreement immediately upon OCSD'S determination that Supplier is not meeting specification requirements for delivery of quantities needed, the level of service is inadequate, for poor quality of product, for OCSD unapproved increase in rate, or any other default or breach of this Agreement.

7.3 OCSD may also immediately cancel for default of this Agreement in whole or in part by written notice to Supplier:

- if Supplier becomes insolvent or files a petition under the Bankruptcy Act;
- if Supplier sells its business; or
- if Supplier breaches any of the terms of this Agreement.

7.4 All OCSD property in the possession or control of Supplier shall be returned by Supplier to OCSD upon demand, or at the termination of this Agreement, whichever occurs first.

8. Indemnification and Hold Harmless

Supplier agrees to save, indemnify, defend and hold harmless OCSD against any and all liability, claims, judgments, cost and demands, including demands arising from injuries or death of persons and damage to property, arising directly or indirectly out of the negligence or willful misconduct of Supplier, its employees, subcontractors or its suppliers, in relation to the rendition of services pursuant to this Agreement, except claims or litigations arising through the sole negligence or willful misconduct of OCSD. Supplier agrees to reimburse OCSD for any expenditure, including reasonable attorney's fees, OCSD may incur by reason of such matters, and, if requested by OCSD, will defend any such suits at the cost and expense of Supplier.

9. Insurance

Supplier shall purchase and maintain, throughout the life of this Agreement and any periods of warranty or extensions, insurance in amounts equal to the requirements set forth in the signed Acknowledgement of Insurance Requirements (attached hereto and incorporated herein as Exhibit "C"). Supplier shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OCSD, nor shall Supplier 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 Agreement.

10. Equipment Loss

OCSD will be responsible for any loss or damage to Supplier-owned equipment, when OCSD determines OCSD is at fault, and will reimburse Supplier for such loss or damage upon receipt of invoices.

11. Supplier's Relationship to OCSD

Supplier's relationship to OCSD in the performance of this Agreement is that of an independent contractor. The personnel performing Services under this Agreement shall, at all times, be under Supplier's exclusive direction and control, and shall be employees of Supplier and not employees of OCSD. Supplier shall pay all wages, salaries and other amounts due its employees in connection with this Agreement, and shall be responsible for all legal reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, worker's compensation and similar matters.

12. Safety and Accident Prevention

In addition to the requirements set forth in Exhibit "A", Supplier shall meet with personnel from OCSD's Safety and Emergency Health Department before the start of the Agreement. All subcontractors should be present at this meeting. Supplier is responsible to inform all personnel and subcontractors of the items discussed at this meeting. This meeting shall occur within 5 working days of the Notice to Proceed.

13. Conflict of Interest and Reporting

Supplier shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

14. Assignments

Neither this Agreement nor any interest herein or any claim hereunder may be assigned by Supplier either voluntarily or by operation of law, nor may all or substantially all of this Agreement be further subcontracted by Supplier without the prior written consent of OCSD.

15. Attorney's Fees

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to any other relief to which it may be entitled.

16. Permits, Ordinances and Regulations

Any and all fees required by Federal, State, County, City and/or municipal laws, codes and/or tariffs that pertain to work performed under the terms of this Agreement shall be paid by Supplier. Fees demanded for obtaining certificates, including associated inspection fees and expenses of regulatory body inspectors shall be paid by Supplier.

17. Training Certification

When required by regulation, certificates of training shall be maintained on-site for the duration of the activity that requires an employee of Supplier to be certified. Certificates shall be current. Lack of certificates when required will be cause for removal of offending personnel from the site, termination of the Agreement, or both.

18. Compliance With Law

18.1 Supplier warrants that under the performance of this Agreement, it shall comply with all applicable federal, state and local laws, and all lawful orders rules and regulations thereunder.

18.2 In connection with the execution of this Agreement, Supplier shall not discriminate against employees or an applicant for employment because of race, religion, color, sex or national origin. Supplier shall take affirmative action to ensure that applicants are employed and employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rate of pay, or other forms of compensation; and selection for training, including apprenticeship.

19. Public Contracts Law

OCSD is subject to the provisions listed in the prevailing wage determination made by the Director of Industrial Relations pursuant to California Labor Code part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. It is agreed that all provisions of law applicable to public contracts are part of this Agreement to the same extent as though set forth herein and will be complied with by Supplier. Supplier shall not pay less than the prevailing wage.

20. Disputes

20.1 This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof. Pending final resolution of a dispute hereunder, Supplier shall proceed diligently with the performance of this Agreement and in accordance with OCSD'S decision.

20.2 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.

20.3 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 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 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.

21. Right to Review Services, Facilities, and Records

21.1 OCSD reserves the right to review any portion of the Services performed by Supplier under this Agreement, and Supplier agrees to cooperate to the fullest extent possible. Supplier shall furnish to OCSD such reports, statistical data, and other information pertaining to Supplier's Services as shall be reasonably required by OCSD 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 bond and other obligations.

21.2 The right of OCSD to review or approve drawings, specifications, procedures, instructions, reports, test results, calculations, schedules, or other data that are developed by Supplier shall not relieve Supplier of any obligation set forth herein.

22. Incorporated Documents

22.1 The Specifications, Bid and Notices from OCSD are hereby incorporated into and made a part of this Agreement as though fully set forth herein, and unless modified or changed hereinabove, are controlling for all matters pertaining to the supply of Caustic Soda and the manner of performance thereof.

22.2 In the event of any conflict or inconsistency between the provisions of this Agreement and any of the provisions of the other incorporated documents, the provisions of this Agreement shall in all respects govern and control.

23. Severability

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

24. Waiver

The waiver of either Party of any breach or violation of, or default under, any provision of this Agreement, shall not be deemed a continuing waiver by such Party of any other provision or of any subsequent breach or violation of this Agreement or default thereunder.

25. Breach

Any breach by Supplier to which OCSD does not object shall not operate as a waiver of OCSD'S to seek remedies available to it for any subsequent breach.

26. South Coast Air Quality Management District's (SCAQMD) Requirements

It is Supplier'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.

27. Familiarity with Work

By executing this Agreement, Supplier warrants that: 1) it has investigated the work to be performed; 2) it has investigated the site of the work and is aware of all conditions there; and 3)it understands the facilities, difficulties and restrictions of the work under this Agreement. Should Supplier 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 Supplier's risk, until written instructions are received from OCSD.

28. Damage to OCSD'S Property

Any OCSD'S property damaged by Supplier, any subcontractor, or by the personnel of either will be subject to repair or replacement by Supplier at no cost to OCSD.

29. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OCSD and Supplier.

30. 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.

31. Read and Understood

By signing this Agreement, Supplier represents that he has read and understood the terms and conditions of the Agreement.

32. Entire Agreement

This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof.

33. Notices

All notices under this Agreement must be in writing. Written notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by any other overnight delivery service which delivers to the noticed destination and provides proof of delivery to the sender. Any facsimile notice must be followed within three (3) days by written notice. All notices shall be effective when first received at the following addresses:

OCSD: Marc Dubois
Contracts/Purchasing Manager
Orange County Sanitation District
P.O. Box 8127
Fountain Valley, CA 92728-8127

Supplier: Brenntag Pacific, Inc.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands the day and year indicated below.

ORANGE COUNTY SANITATION DISTRICT
of Orange County, California

Dated: _____

By: _____
Chair Board of Directors

Dated: _____

By: _____
Clerk of the Board

Dated: _____

By: _____
Contracts/Purchasing Manager

BRENNTAG PACIFIC, INC.

Dated: _____

By: _____

Print Name and Title

IRS Employer's I.D. Number

ADMINISTRATION COMMITTEE

AGENDA REPORT

Meeting Date 04/10/13	To Bd. of Dir. 04/24/13
Item Number 2	Item Number 8

Orange County Sanitation District

FROM: James Herberg, General Manager
Originator: Jeff Reed, Director of Human Resources

SUBJECT: TEMPORARY EMPLOYMENT SERVICES

GENERAL MANAGER'S RECOMMENDATION

- A. Authorize the General Manager to enter into contracts for Temporary Employment Services (Specification No.CS-2009-421BD) for a total amount not to exceed \$364,000 per year, for a one-year period (July 1, 2013 through June 30, 2014), with a one-year renewal option with the following temporary service firms; and,
1. Aerotek Inc.: (General, Engineering, Laboratory)
 2. AppleOne Employment Services: (General)
 3. Material and Contract Services - Procurement Services Associates: (Contract Services)
 4. On Assignment Staffing Services- Lab Support: (Laboratory)
 5. TEG Staffing: (Human Resources)
 6. TekSystems: (Technical)
 7. Project Partners: (Technical)
 8. Xyon Business Solutions: (Technical)
 9. Robert Half, Inc.
 10. Procurement Services Associates
- B. Approve an annual contingency of \$36,000; and,
- C. Authorize the General Manager to add or delete such firms as necessary to meet work requirements as identified by the Human Resources Department.

SUMMARY

- Orange County Sanitation District's (OCSD) strategic staffing plan includes utilizing full-time and part-time regular employees, contract employees, and temporary employees. This report specifically focuses on temporary services employees who are utilized as a supplement to the regular workforce for accommodating workload demands and workflow fluctuations.
- The key advantage associated with temporary staffing is flexibility, since temporary employees are used for adjusting staffing levels quickly and for a limited timeframe. Temporary services are utilized for filling approved budgeted positions due to illness, vacations, leaves of absence, and vacant open positions; in addition, temporary

services are also used for approved special projects and budgeted capital improvement projects (CIP) that are non-engineering related.

- In June 2004, the Board of Directors awarded contracts for Temporary Employment Services for a period of one year, renewable for a period of four years. The Board of Directors authorized staff to utilize a combination of several firms to supply temporary services to OCSD in order to provide staffing flexibility and to comply with the OCSD Purchasing Resolution. These contracts expired on June 30, 2009.

Fiscal Year	Amount
2013 – 2014	\$400,000
2012 – 2013	\$450,000
2011 – 2012	\$269,000
2010 – 2011	\$424,200
2009 – 2010	\$760,020
2008 – 2009	\$1,700,000
2007 – 2008	\$1,700,000

PRIOR COMMITTEE/BOARD ACTIONS

- May 2012 – Board approved entering into contracts for Temporary Employment Services (Specification No. CS-2009-421BD) with temporary service firms for a total amount of \$405,000 per year, for a one-year period (July 1, 2012 through June 30, 2013), with a one-year renewal option. A \$45,000 increase had been added to the projected budget as a contingency fund for unplanned staffing needs that adversely impacted OCSD staffing resources.
- December 2011 – Board approved to increase the current Temporary Employment Services (Specification No. CS-2009-421BD) funding of \$150,000 by \$119,000 with temporary service firms for a new total amount not to exceed \$269,000 for the remainder of the fiscal year (through June 30, 2012).
- June 2011 – Board approved entering into contracts for Temporary Employment Services (Specification No. CS-2009-421BD) with temporary service firms for a total amount of \$126,000 per year, for a one-year period (July 1, 2011 through June 30, 2012), with a one-year renewal option. A \$24,000 increase had been added to the projected budget as a contingency fund for unplanned staffing needs that adversely impacted OCSD staffing resources.
- June 2009 - Board approved entering into contracts for Temporary Employment Services (Specification No. CS-2009-421BD) with temporary service firms for a total amount of \$450,000 per year, for a one-year period (July 1, 2009 through June 30, 2010), with a one-year renewal option. A \$50,000 increase had been added to the projected budget as a contingency fund for unplanned staffing needs that adversely impacted OCSD staffing resources.

- May 2004 – Board approved entering into contracts for Temporary Employment Services for: (1) Authorize staff to establish contracts for Temporary Employment Services, Specification No. S-2004-181BD, with temporary service firms for a one year period, July 1, 2004 through June 30, 2005, for a total amount not to exceed \$1,700,000 per year; and (2) Authorize staff the option of four additional one year contract renewals, cancelable at any time, for a total amount not to exceed \$1,700,000 per year; and, (3) Authorize staff to enter into these contracts with temporary service firms, as identified by the Human Resources Department, with the authorization to add or delete such firms as necessary to meet District work requirements.

ADDITIONAL INFORMATION

The proposed FY13/14 Operating budget for temporary services is \$400,000 for unplanned staffing needs that adversely impact OCSD staffing resources such as Leaves of Absences (LOA's), promotions, and separations of employment. The contingency fund is being requested based on prior committee actions mentioned above where staff had to request periodic increases for the use of temporary services for CIP projects. This was due to CIP projects being initiated and approved by the Board during the fiscal year; however, appropriate staffing was not pre-planned during the initial budget process.

There are approximately 4 temporary employees currently assigned to OCSD working predominantly on general administrative support and Information Technology assignments. Information Technology utilizes temporary staffing to support streamlining and automating of processes throughout the agency so that budgeted headcount does not need to be increased; in addition, the appropriate technical specialists can be utilized to augment existing skill sets as needed and for a limited time. The Facilities Engineering and Maintenance divisions are utilizing temporary staffing while current full time staff are away due to disability leaves of absence.

OCSD currently utilizes 9 temporary services agencies to provide temporary workers on an as-needed basis to accomplish OCSD work requirements. The cost of a temporary employee includes the temporary's hourly rate. A mark-up rate is the "payment" to the temporary agency to cover the benefits provided to the temporary worker and overhead costs of the temporary agency. The mark-up rates for the current temporary agencies utilized by OCSD range from 30% to 70%.

OCSD anticipates utilizing additional technical agencies in the future to meet departmental needs; therefore, staff is requesting authorization to enter into similar temporary services agreements with other providers without having to return to the Board to approve each additional staffing agency. Human Resources staff interviews each temporary agency prior to entering into a contract for services to ensure administrative requirements are met for doing business with OCSD. Temporary agencies work with Purchasing to sign applicable forms and agree to the proper insurance and employment practices prior to entering into a contract with OCSD. The

contract includes specific information related to work hours, billing rates, invoicing and payment, confidentiality, etc.

Award Date: 06/24/09
\$36,000/year (9.89%)

Contract Amount: \$400,000/year

Contingency:

CEQA

N/A

BUDGET/DELEGATION OF AUTHORITY COMPLIANCE

N/A

ATTACHMENTS

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

- Draft Temporary Services Agreement (6 Pages)

TEMPORARY SERVICES AGREEMENT

THIS AGREEMENT is made and entered into, to be effective July 1, 2012 by and between ORANGE COUNTY SANITATION DISTRICT having a principal place of business at 10844 Ellis Avenue, Fountain Valley, California, 92708 (hereinafter referred to as "OCSD") and _____ having a principal place of business at _____ (hereinafter referred to as "Company"), collectively referred to as the "Parties".

Company represents that it has expertise providing Support Staffing services ("Services"). Based on Company's expertise and experience, OCSD wishes to temporarily engage the Services of Company, and in consideration of the covenants and agreements set forth herein, the Parties agree as follows:

1. *Engagement of Company*

- a. OCSD hereby engages Company to provide Assigned Employees to perform Services and Company accepts the engagement, and agrees to provide the Assigned Employees to perform Services upon the terms and conditions set forth herein. OCSD agrees that it is responsible for managing the work and work product assigned to the Assigned Employees. Notwithstanding the foregoing, the Assigned Employees shall be employees of Company, and Company shall remain the legal employer of the Assigned Employees placed with OCSD for all purposes, including responsibility for (i) hiring, evaluating, rewarding, terminating or disciplining the Assigned Employees; (ii) paying all federal, state, and local labor and employment taxes; and (iii) calculation of wages, and unemployment and workers compensation insurance.
- b. The services provided by SERVICE PROVIDER under this Agreement shall not create an employer/employee relationship.
- c. SERVICE PROVIDER, all its employees, officers, independent contractors, and/or agents shall only be entitled to the compensation provided for in this Agreement and shall not be eligible to receive any other benefits from OCSD.
- d. Company shall be responsible for providing, at Company's expense, worker's compensation or other insurance as well as all licenses and permits usual or necessary for conducting the Services hereunder. Company shall be obligated to pay any and all applicable local, state and federal payroll and other taxes incurred as a result of fees hereunder. Company hereby indemnifies OCSD for any claims, losses, costs, fees, liabilities, damages or penalties suffered by OCSD arising out of Company's breach of this provision.

2. *Assigned Employees*

- a. Assigned Employees are defined as the person or persons employed by the Company and temporarily assigned to OCSD to perform temporary Services as described under this Agreement.
- b. Company shall be responsible for assigning employees as exempt or nonexempt per the Guidelines set by the Federal Government. Exempt employees will not be eligible for overtime nor will their pay be deducted for absences of less than one day.
- c. OCSD reserves the right to require Assigned Employees to sign an acknowledgement as to their understanding that they are employees of the Company and not of OCSD and that they shall not be entitled to any benefits accorded to those individuals listed on OCSD'S payroll.

3. *Work Hours*

Company shall provide Services to OCSD for up to five (5) days per week, eight (8) hours per day or a 9/80 schedule which is eight (8) – nine (9) hour days and one (1) - eight (8) hour day in a two week period at the discretion of OCSD. Additional hours above the forty (40) hours per week or eighty (80) hours in two weeks may be worked if prior written approval is obtained from OCSD. Assigned Employees shall work on site generally between OCSD'S business hours of 6:00 a.m. to 5:00 p. m, with one hour set aside each of these days as non-compensated personal time. Company agrees to act in good faith for the duration of the Agreement unless terminated sooner in accordance with the provisions of this Agreement.

4. *Company's Representations*

In the performance of the Services under this Agreement, Company shall adhere to the highest fiduciary standards, ethical practices and standards of care and competence. Company agrees to comply with all applicable Federal, State and local laws and regulations.

5. *Billing Rates*

- a. At the time Company submits resumes to OCSD for consideration, Company shall be required to supply the billing rates of each of the candidates. **Billing Rates shall be in accordance with the hourly rate billing range in Exhibit B.**
- b. OCSD reserves the right to negotiate billing rates with Company. OCSD, at its sole discretion, shall be the determining party as to whether billing rates submitted are acceptable for any position required.
- c. Any changes in billing rates shall have the prior written approval of OCSD. OCSD, at its sole discretion, reserves the right to refuse any increases other than those mandated either by state or federal law.

6. *Invoicing and Payment*

- a. Company shall submit invoices to OCSD'S Accounts Payable Division on a monthly basis for Services performed. Company shall support each invoice with time sheets, approved by OCSD, for Services performed. Invoices shall include the Purchase Order Number and shall be submitted for approval to OCSD at the above-referenced address. After OCSD has approved the invoice, payment will be due within thirty (30) days of receipt of the invoice.
- b. OCSD shall have fifteen (15) days after the date of invoice receipt to contest in good faith the amounts and items charged. If uncontested amounts remain unpaid for thirty (30) days or more, Company may discontinue Services until such amounts are paid.
- c. Company acknowledges and understands that Company, all of its employees, officers, independent contractors, and/or agents shall only be entitled to payments for Services performed and shall not be entitled to any other benefits from OCSD.

7. *Agreement Period*

- a. **Services to be provided by Company under this Agreement shall commence on _____ and run through _____.**
- b. OCSD reserves the right to renew this Agreement annually for up to four (4) additional years upon approval and written agreement of OCSD and Company. OCSD makes no obligation to extend or renew. All renewals may be exercised through the Amendment and Purchase Order process.

8. *Billing Reports*

Company shall be required to submit a report each month to OCSD'S Human Resources Department that includes Assigned Employee(s) name(s), project number(s), bill rate(s), pay rate(s) and hours worked.

9. *Expenses*

OCSD shall reimburse Company for reasonable out-of-pocket expenses incurred by Assigned Employees required and actually incurred in performing services, provided the Company and/or Assigned Employees have obtained OCSD's prior written approval and submits supporting documentation satisfactory to OCSD. If Assigned Employees are required to travel, they must first obtain Company and OCSD'S written consent. Time spent in local travel to and from home to OCSD'S plant sites shall not be considered time worked and shall not be compensated.

10. *Audit Rights*

Company agrees that, during the term of this Agreement 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 Company relating to the invoices submitted by Company pursuant to this Agreement.

11. *Ownership of Intellectual Property*

- a. Company 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 OCSD as its sole and exclusive property. Company agrees to promptly disclose to OCSD all such New Developments. Upon OCSD'S request, Company agrees to assist OCSD, at OCSD'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 OCSD shall deem necessary to apply for and to assign or convey to OCSD, its successors and assigns, the sole and exclusive right, title and interest in such New Developments. Company agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to the terms hereof with regard to New Developments and Confidential Information.
- b. Company warrants that Company has good title to any New Developments, and the right to assign New Developments to OCSD free of any proprietary rights of any other party or any other encumbrance whatever.

12. *Confidentiality and Non-Disclosure*

- a. Company acknowledges that in performing the Services hereunder, OCSD may have to disclose to Company orally and in writing certain confidential information that OCSD considers proprietary and has developed at great expense and effort. As used herein, the term "Confidential Information" means any scientific or technical data, marketing, operating, financial, business or any other information, design, process, procedure, formula or improvement in written, printed, graphic, or electronically recorded materials, that is commercially valuable to OCSD and not generally known in the industry. Company further acknowledges that the Services and any deliverables may incorporate Confidential Information. Company agrees that all items of Confidential Information are proprietary to OCSD and shall remain the sole property of OCSD.
- b. Company agrees as follows:
 - i. 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.

- ii. To restrict access to the Confidential Information to personnel of Company who (i) have a need to have such access and (ii) have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement.
- iii. To return all Confidential Information in Company's possession upon termination of this Agreement or upon OCSD'S request, whichever occurs first.
- iv. To hold in confidence information and materials, if any, developed pursuant to the Services hereunder.

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

13. *Insurance*

Company shall purchase and maintain, throughout the life of this Agreement, disability insurance as well as other insurance as defined in the Acknowledgement of Insurance Requirements (attached hereto and incorporated herein as Exhibit "A"). Company shall not commence work under this Agreement until all required insurance is obtained in a form acceptable to OCSD. Failure to maintain required insurance coverage shall result in termination of this Agreement.

14. *Indemnification*

To the fullest extent permitted by law, Company shall indemnify, defend, protect and hold harmless OCSD and all of OCSD's officials, officers, directors, employees, consultants, and agents (collectively the "Indemnified Parties"), from any and against any and all claims, damages, liabilities, causes of action, suit, arbitration award, losses, judgments, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements and court costs; individually, a "Claim"; collectively, "Claims") which may arise from, result from, or are related to Company's negligence, recklessness, or willful misconduct in performing the Services, or any breach or failure of Company to perform its Services contained in this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require CONSULTANT to indemnify the Indemnified Parties from any Claim arising solely from:

- (A) the active negligence or willful misconduct of the Indemnified Parties; or
- (B) a natural disaster or other act of God, such as an earthquake.

Exceptions (A) through (B) above shall not apply, and CONSULTANT shall, to the fullest extent permitted by law, indemnify the Indemnified Parties, from Claims arising from more than one cause if any such cause taken alone would otherwise result in the obligation to indemnify hereunder."

15. *Smoking*

Smoking is only allowed in designated areas. Smoking is not allowed in any building, electrically classified area or process area where methane gas may be present. Lack of compliance with OCSD Smoking policy will be cause for removal of offending personnel from the site, termination of the Agreement, or both.

16. *Warrantees*

There are no warranties, expressed or implied, except as expressly set forth herein.

17. *Conflict of Interest*

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

18. *No Solicitation of Employees*

No referral fee will be paid to Company for a referral which leads to the employment of the candidate with the OCSD if such employment commences more than ninety (90) days after the date stamp appearing on the candidate's resume submitted by or through Company, unless written extension has been given by OCSD'S Human Resources Department.

19. *Termination*

- a. OCSD reserves the right to terminate this Agreement, in whole or in part, without cause, at any time, by written notice to Company. Upon receipt of a termination notice, Company shall immediately discontinue all work under this Agreement (unless the notice directs otherwise). OCSD shall thereafter, within thirty (30) days, pay Company for work performed (cost and fee) to the date of termination. Company expressly waives any claim to receive anticipated profits to be earned during the uncompleted portion of the Agreement. Such notice of termination shall terminate this Agreement and release OCSD from any further fee, cost or claim hereunder by Company other than for work performed to the date of termination.
- b. OCSD reserves the right to end an assignment with Assigned Employee(s), without or without cause, at any time by notifying Company and Company shall replace the assigned employee if requested by OCSD. In terminating an assignment with one or more Assigned Employee(s), OCSD shall not discriminate on the basis of race, religion, national origin, gender or other unlawful basis. In the event such termination is effected, the Assigned Employee shall immediately discontinue all work under this Agreement (unless the notice directs otherwise).
- c. OCSD may also immediately cancel for default of this Agreement in whole or in part by written notice to Company:
 - i. if Company becomes insolvent or files a petition under the Bankruptcy Act; or
 - ii. if Company sells its business; or
 - iii. if Company breaches any of the terms of this Agreement; or
 - iv. if such breach is capable of cure and if the Company fails to cure the default within thirty (30) days.
- d. All OCSD property in the possession or control of Company shall be returned by Company to OCSD on demand, or at the termination of this Agreement, whichever occurs first.

20. *Damage to OCSD's Property*

Any OCSD property damaged by Company will be subject to repair or replacement by Company at no cost to OCSD.

21. *Drug-Free Workplace*

Company and all its employees and sub-consultants must adhere to the California Drug-Free Workplace Act, Sections 8350 through 8357.

22. *Governing Law*

- a. This Agreement shall be governed by and interpreted under the laws of the State of California and the Parties submit to jurisdiction in Orange County, in the event any action is brought in connection with this Agreement or the performance thereof.

- b. 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.

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 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 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.

23. *Modifications*

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

24. *Assignment*

This Agreement and the rights, duties, and obligations hereunder may not be assigned by Company without the prior written consent of OCSD.

25. *Partial Invalidity*

Any provision of this Agreement which is found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions hereof.

26. *Nonexclusive Agreement*

This Agreement is not exclusive to Company. OCSD reserves the right to enter into similar or like agreements with other companies.

27. *Entire Agreement*

This Agreement constitutes the entire agreement of the Parties and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations between the Parties with respect to the subject matter hereof. This Agreement is intended by the Parties as the final expression of their agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.

28. *Notices*

Any notice required to be given hereunder shall be deemed to have been given either when served personally, by facsimile, or when sent by first class mail addressed to the Parties at the addresses set forth in this Agreement:

DISTRICT:

Chris Yates, C.P.M., CPPB
Senior Buyer
Orange County Sanitation District

10844 Ellis Avenue
Fountain Valley, CA 92708

COMPANY:

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above at Fountain Valley, California.

ORANGE COUNTY SANITATION DISTRICT

Dated:

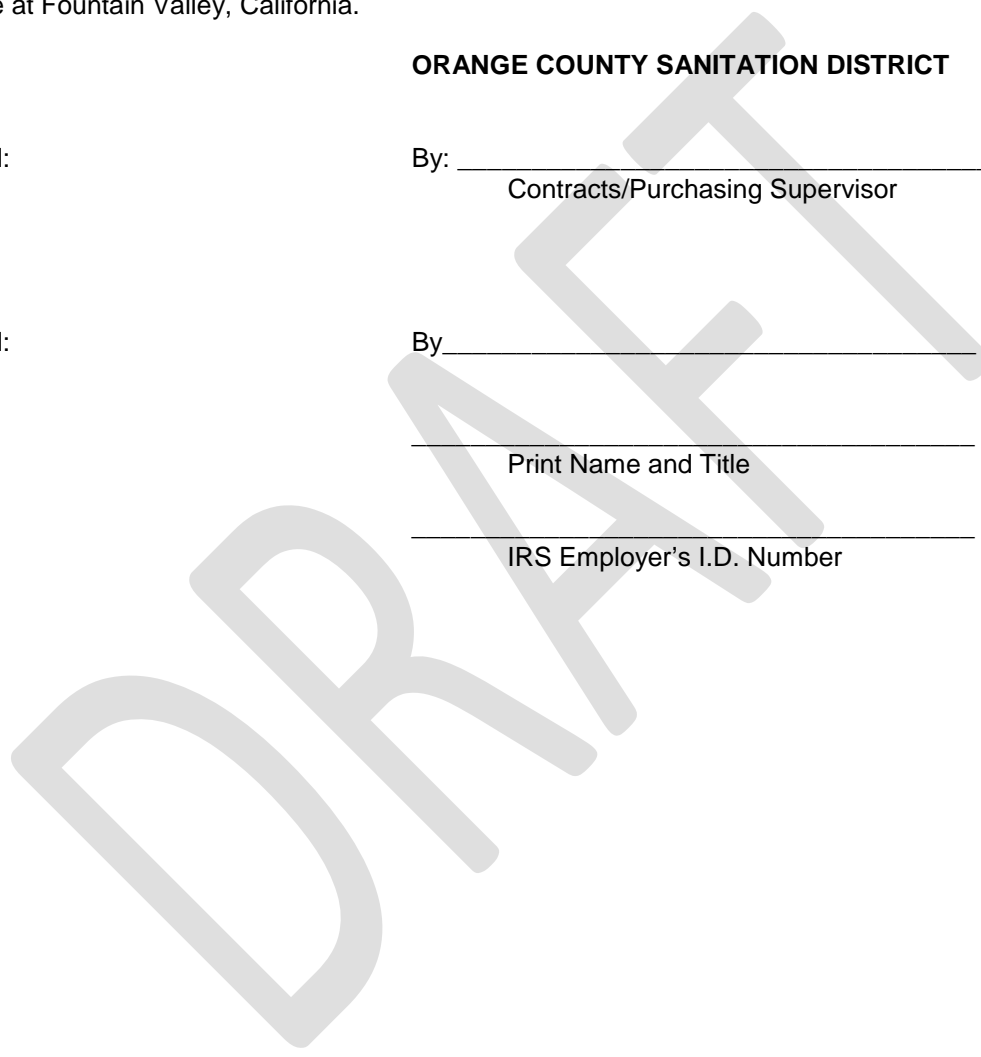
By: _____
Contracts/Purchasing Supervisor

Dated:

By _____

Print Name and Title

IRS Employer's I.D. Number



Glossary of Terms and Abbreviations

AQMD	Air Quality Management District
ASCE	American Society of Civil Engineers
BOD	Biochemical Oxygen Demand
CARB	California Air Resources Board
CASA	California Association of Sanitation Agencies
CCTV	Closed Circuit Television
CEQA	California Environmental Quality Act
CRWQCB	California Regional Water Quality Control Board
CWA	Clean Water Act
CWEA	California Water Environment Association
EIR	Environmental Impact Report
EMT	Executive Management Team
EPA	U.S. Environmental Protection Agency
FOG	Fats, Oils, and Grease
FSSD	Facilities Support Services Department
gpd	Gallons per day
GWR System	Groundwater Replenishment System (also called GWRS)
LOS	Level of Service
MGD	Million gallons per day
NACWA	National Association of Clean Water Agencies
NPDES	National Pollutant Discharge Elimination System
NWRI	National Water Research Institute
O&M	Operations and Maintenance
OCCOG	Orange County Council of Governments
OCHCA	Orange County Health Care Agency
OCSD	Orange County Sanitation District
OCWD	Orange County Water District
OOBS	Ocean Outfall Booster Station
OSHA	Occupational Safety and Health Administration
POTW	Publicly Owned Treatment Works
ppm	Parts per million
RFP	Request For Proposal
RWQCB	Regional Water Quality Control Board
SARFPA	Santa Ana River Flood Protection Agency
SARI	Santa Ana River Inceptor
SARWQCB	Santa Ana Regional Water Quality Control Board

Glossary of Terms and Abbreviations

SAWPA	Santa Ana Watershed Project Authority
SCADA	Supervisory Control and Data Acquisition system
SCAP	Southern California Alliance of Publicly Owned Treatment Works
SCAQMD	South Coast Air Quality Management District
SOCWA	South Orange County Wastewater Authority
SSMP	Sanitary Sewer Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids
TMDL	Total Maximum Daily Load
TSS	Total Suspended Solids
WDR	Waste Discharge Requirements
WEF	Water Environment Federation
WERF	Water Environment Research Foundation

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.

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.

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 farm land 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 the people detect the odor becomes the D/T for that air sample.

Glossary of Terms and Abbreviations

Greenhouse gases – 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 (GWR) System – 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 the Orange County Sanitation District provides 70 million gallons a day of drinking quality water to replenish the local groundwater supply.

Levels of Service (LOS) – Goals to support environmental and public expectations for performance.

NDMA – N-Nitrosodimethylamine is an N-nitrosoamine suspected cancer-causing agent. It has been found in the Groundwater Replenishment System process and is eliminated using hydrogen peroxide with extra ultra-violet treatment.

National Biosolids Partnership (NBP) – An alliance of the National Association of Clean Water Agencies (NACWA) and Water Environment Federation (WEF), with advisory support from the U.S. Environmental Protection Agency (EPA). NBP is committed to developing and advancing environmentally sound and sustainable biosolids management practices that go beyond regulatory compliance and promote public participation in order to enhance the credibility of local agency biosolids programs and improved communications that lead to public acceptance.

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

Publicly-owned Treatment Works (POTW) – Municipal wastewater treatment plant.

Santa Ana River Interceptor (SARI) Line – A regional brine line designed to convey 30 million gallons per day (MGD) 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. Combined sewers carry both wastewater and urban run-off.

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.

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.