

Allocated Expenses	972,044.94
Capital	1,014,142.21
Stormwater Expenses:	
Operations & Maintenance	<u>11,552.26</u>
Total Expenses	<u>\$17,681,937.50</u>

REGULAR AGENDA

RE: WASTEWATER MANAGEMENT
STANDBY GENERATOR FOR SPRING
STREET PUMPING PLANT FACILITY
IMPROVEMENTS - AUTHORIZE
ISSUANCE OF PURCHASE ORDER TO
QUINN POWER SYSTEMS

The proposed standby generator is needed to allow the pumping plant to continue operating during utility power outages. The generator will be installed later as part of a larger project to improve the plant, and early purchase of the generator is recommended to ensure timely completion of the work. The standby generator for Spring Street pumping plant facility improvements

(Project) is located within the City of Signal Hill as shown on the map that was attached to the agenda. Quinn Power Systems (Quinn) submitted a cost-effective proposal and was the only proposer that met all specified requirements. Staff has determined that the activity described herein is exempt or otherwise not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Sections 21084 and Title 14 of the California Code of Regulations (“CEQA Guidelines”) Sections 15301 and 15303. This item is consistent with the Districts’ Guiding Principles of commitment to operational excellence (protection of public health and the environment, regulatory compliance, and cost effectiveness). A recommendation was made to authorize the Chief Engineer and General Manager, in his capacity as Purchasing Agent, to issue a purchase order to Quinn Power Systems in the amount of approximately \$170,000 for a standby generator for the Spring Street pumping plant facility improvements.

Upon motion of Director Solis, duly seconded and unanimously carried by a roll-call vote, the Purchasing Agent was authorized to issue a purchase order to Quinn Power Systems for a standby generator for the Spring Street pumping plant facility improvements, at a cost of approximately \$170,000.

RE: WASTEWATER MANAGEMENT
JOINT WATER POLLUTION CONTROL
PLANT - TWO SPARE CENTRIFUGE
CONVEYORS - AUTHORIZE
ISSUANCE OF PURCHASE
ORDER TO ALFA LAVAL, INC.

Centrifuges are used at Joint Water Pollution Control Plant (JWPCP) to remove water from biosolids produced in the treatment process. One of the major components of a centrifuge is the conveyor, which conveys solids out of the centrifuge. Conveyors occasionally fail and the typical lead time for replacement parts is four to six months. Having long lead time spare parts in stock is

necessary to ensure reliable operation of the centrifuges by minimizing equipment downtime. Staff has determined that the activity described herein does not constitute a “Project” under the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21065 and Title 14 of the California Code of Regulations (“CEQA Guidelines”) Section 15378. This item is consistent with the Districts’ Guiding Principles to protect financial and facility assets through prudent investment and maintenance programs; and commitment to operational excellence (protection of public health and the environment, regulatory compliance, and cost effectiveness). A recommendation was made to authorize the Chief Engineer and General Manager, in his capacity as Purchasing Agent, to issue a purchase order to Alfa Laval, Inc., in the amount of \$351,122 for two spare centrifuge conveyors at the JWPCP.

Upon motion of Director Solis, duly seconded and unanimously carried by a roll-call vote, the Purchasing Agent was authorized to issue a purchase order to Alfa Laval, Inc., for two spare centrifuge conveyors at the Joint Water Pollution Control Plant, at a cost of approximately \$351,122.

RE: TECHNICAL SERVICES
TOXICITY TESTING SERVICES
AUTHORIZE ISSUANCE OF
PURCHASE ORDER TO
ENTHALPY ANALYTICAL

The Districts is required to conduct toxicity tests at the treatment plants and downstream receiving waters in order to comply with surface water discharge permit requirements for toxicity or as part of special projects. Support from contract laboratories is sometimes necessary to complete required testing within regulatory

deadlines. A request for proposals was issued in early 2020, seeking qualified laboratories to provide toxicity testing services to assist with two ongoing lines of Districts’ work: (1) regulatory compliance toxicity testing associated with the treatment plants, and (2) the Regional Recycled Water Advanced Purification Center Demonstration Project, an ongoing collaborative effort between the Metropolitan Water District of Southern

California and the Districts. Enthalpy Analytical was one of two laboratories that provided a responsive proposal and was awarded a purchase order that has been exhausted. The need to continue this testing is necessary and Enthalpy Analytical continues to be available to conduct the analyses at a competitive price. These services would extend from the remainder of 2021 through 2024. This item is consistent with the Districts' Guiding Principles of commitment to fiscal responsibility and prudent financial stewardship; and commitment to operational excellence (protection of public health and the environment, regulatory compliance, and cost effectiveness). A recommendation was made to authorize the Chief Engineer and General Manager, in his capacity as Purchasing Agent, to issue a purchase order to Enthalpy Analytical in the amount of approximately \$754,271 for toxicity testing services.

Upon motion of Director Solis, duly seconded and unanimously carried by a roll-call vote, the Purchasing Agent was authorized to issue a purchase order to Enthalpy Analytical for toxicity testing services, at a cost of approximately \$754,271.

RE: WASTEWATER MANAGEMENT
SCHOLL CANYON LANDFILL FLARE
STATION IMPROVEMENTS - AUTHORIZE
ISSUANCE OF PURCHASE ORDER TO JOHN
ZINK COMPANY, LLC - NON-DISCLOSURE
AND LICENSE AGREEMENT - JOHN ZINK
COMPANY, LLC - APPROVE

The proposed flare equipment is needed to comply with new regulations issued by the Southern California Air Quality Management District (SCAQMD). To ensure SCAQMD's compliance deadline is met, early purchase of the two flares from John Zink Company, LLC (Zink), is recommended and will later be installed as part of the Scholl Canyon Landfill (SCLF) flare station improvements (Project). Zink submitted a cost-effective

proposal and was selected as the flare equipment supplier based on their qualifications and experience. In addition, Zink's proprietary controls software is needed for proper operation of the new flares and requires a non-disclosure and license agreement be entered into with Zink. Staff has determined that the Project is exempt or otherwise not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to California Public Resources Code Section 21084 and Title 14 of the California Code of Regulations ("CEQA Guidelines") Section 15301. This item is consistent with the Districts' Guiding Principle of commitment to operational excellence (protection of public health and the environment, regulatory compliance, and cost effectiveness). A recommendation was made to authorize the Chief Engineer and General Manager, in his capacity as Purchasing Agent, to issue a purchase order to John Zink Company, LLC, in the amount of approximately \$3,275,000 for two ultra low emission flares. Furthermore, a recommendation was made to approve and order executed a *Non-Disclosure and License Agreement* with Zink for proprietary controls software for the Scholl Canyon Landfill flare station improvements.

Upon motion of Director Solis, duly seconded and unanimously carried by a roll-call vote, the Purchasing Agent was authorized to issue a purchase order to John Zink Company, LLC, for three ultra low emission flares, at a cost of approximately \$3,275,000. Furthermore, the Board of Directors of County Sanitation District No. 2 of Los Angeles County found and determined that it would be to the advantage of the District to enter into a *Non-Disclosure and License Agreement* with John Zink Company, LLC, (Zink) providing for Zink's proprietary controls software which is needed for proper operation of the new flares, as set forth in the Agreement and under terms and conditions contained therein. All the terms and conditions of the *Non-Disclosure and License Agreement*, Contract No. 5390, dated November 10, 2021, were accepted and approved, and the Chairperson and Secretary were authorized to execute the Agreement on behalf of the District.

RE: FINANCIAL MANAGEMENT
AGREEMENT ON THE SUBROGATION AND
ASSIGNMENT OF CLAIMS ARISING OUT OF
THE WOOLSEY FIRE - CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY
SERVICES - CONTRACT NO. 5391 - APPROVE

The Federal Emergency Management Agency (FEMA) declared the November 2018 Woolsey Fire (Event) a disaster. The Event caused damage at the Calabasas Landfill that resulted in significant expenditures to address debris removal and repairs to infrastructure and buildings. The District applied for and has received partial funding from FEMA for repair activities and

projects. Multiple California State agencies have concluded that Southern California Edison (SCE) and AT&T are responsible for causing the Woolsey Fire. Under FEMA regulations, parties that receive FEMA funding are legally responsible for taking all reasonable steps to recover the money from the parties responsible for causing the damages. The California Department of Justice has requested that the District assign its claim and subrogation rights to the CalOES as part of their legal action against SCE and AT&T. This item is consistent with the Districts' Guiding Principle of commitment to fiscal responsibility and prudent financial stewardship. A recommendation was made to approve and order executed an Agreement with California Governor's Office of Emergency Services.

Upon motion of Director Solis, duly seconded and unanimously carried by a roll-call vote, the Board of Directors of County Sanitation District No. 2 of Los Angeles County found and determined that it would be to

the advantage of the District to enter into an *Agreement on the Subrogation and Assignment of Claims Arising Out of the Woolsey Fire* with California Governor's Office of Emergency Services, providing for recovery of money from the parties responsible for damages, as set forth in the Agreement and under terms and conditions contained therein. All the terms and conditions of the *Agreement on the Subrogation and Assignment of Claims Arising Out of the Woolsey Fire*, Contract No. 5391, dated November 10, 2021, were accepted and approved, and the Chairperson and Secretary were authorized to execute the Agreement on behalf of the District.

RE: SOLID WASTE MANAGEMENT AGREEMENT FOR DELIVERY AND ACCEPTANCE OF FOOD WASTE SLURRY AT JOINT WATER POLLUTION CONTROL PLANT - ATHENS SERVICES, BURRTEC WASTE INDUSTRIES, INC., FINLEY INDUSTRIAL SERVICES, INSINKERATOR, JC'S GREASE BUYERS, NORCHEM CORP., PREZERO US SERVICES, LLC, USA WASTE OF CALIFORNIA, INC., AND WASTE RESOURCES RECOVERY, CONTRACTS NOS. 5392, 5393, 5394, 5395, 5396, 5397, 5398, 5399, 5400 - APPROVE

The Districts operates a food waste recycling program at Joint Water Pollution Control Plant (JWPCP). Processed food waste slurry is received and co-digested with wastewater sludge to generate renewable natural gas. All companies listed currently deliver food waste slurry to JWPCP under agreement for delivery and acceptance of food waste slurry at JWPCP (Agreements) that expire December 31, 2021. The new Agreements allow the companies to deliver food waste slurry to JWPCP until December 31, 2022. The proposed Agreements have similar terms to the current ones, but the receiving price will increase from \$27 to \$29 per ton of slurry delivered. To comply with the California Environmental Quality Act, a Mitigated Negative

Declaration was previously approved for the project by the Board on February 28, 2018. This item is consistent with the Districts' Guiding Principle to provide leadership in our industry through innovation, compliance, and cost effectiveness. A recommendation was made to approve and order executed Agreements with Athens Services, Burrtec Waste Industries, Inc., Finley Industrial Services, Insinkerator, JC's Grease Buyers, Norchem Corp., PreZero US Services, LLC, USA Waste of California, Inc., and Waste Resources Recovery.

Upon motion of Director Solis, duly seconded and unanimously carried by a roll-call vote, the Board of Directors of County Sanitation District No. 2 of Los Angeles County found and determined that it would be to the advantage of the District to enter into the *Agreement for Delivery and Acceptance of Food Waste Slurry at Joint Water Pollution Control Plant (JWPCP)* with Athens Services, Burrtec Waste Industries, Inc., Finley Industrial Services, Insinkerator, JC's Grease Buyers, Norchem Corp., PreZero US Services, LLC, USA Waste of California, Inc., and Waste Resources Recovery, allowing the companies to deliver food waste slurry to JWPCP until December 31, 2022, as set forth in the Agreements and under terms and conditions contained therein. All the terms and conditions of the *Agreement for Delivery and Acceptance of Food Waste Slurry at Joint Water Pollution Control Plant*, Contracts Nos. 5392, 5393, 5394, 5395, 5396, 5397, 5398, 5399, and 5400, dated November 10, 2021, were accepted and approved, and the Chairperson and Secretary were authorized to execute the Agreements on behalf of the District.

RE: BARRETT BUSINESS SERVICE, INC. DISPUTE - CONFERENCE WITH LEGAL COUNSEL-POTENTIAL LITIGATION - DISCUSS

District Counsel advised that it would be in the interest of the District to meet in closed session pursuant to Section 54956.9(d)(2) of the California Government Code *Conference with Legal Counsel-Potential Litigation*

to confer on the matter of a dispute with Barrett Business Service, Inc. (BBSI).

Upon motion of the Chairperson, duly seconded and unanimously carried, the Board of Directors of County Sanitation District No. 2 of Los Angeles County met in closed session at 1:50 p.m. to confer on the matter referred by District Counsel.

Upon motion of the Chairperson, duly seconded and unanimously carried, the meeting reconvened in regular session at 2:08 p.m.

District Counsel announced that during closed session the Board did not take action of a nature that requires disclosure pursuant to Government Code Section 54957.1.

District Counsel requested a motion to authorize District Counsel to proceed with settlement negotiations with the plaintiffs; approve District Counsel to enter into a Tolling Agreement with BBSI; and approve District Counsel to enter into a Joint Defense Agreement with BBSI.

By motion of Director Dunton, duly seconded and carried by a roll-call vote with Director Taj absent from the vote, the Board authorized District Counsel to proceed with settlement negotiations with the plaintiffs; approved District Counsel to enter into a Tolling Agreement with BBSI; and approved District Counsel to enter into a Joint Defense Agreement with BBSI.

The meeting was adjourned by the Chairperson to Monday November 15, 2021, 1:30 p.m., via teleconference at the District's Joint Administration Office.

CATHY WARNER
Chairperson

ATTEST:

KIMBERLY S. CHRISTENSEN
Secretary

/mh