

AGENDA

Garden Grove Sanitary District
Board of Directors

Tuesday, March 23, 2021

6:30 PM



Sanitary District Meeting conducted
Telephonically - submit comments to
CityClerk@ggcity.org by 3:00 pm the day
of or attend at the Community Meeting
Center, 11300 Stanford Avenue, Garden
Grove, CA, following strict COVID-19
Guidelines

Patrick Phat Bui
President

John R. O'Neill
Vice President

George S. Brietigam
Member

Steve Jones
Member

**Stephanie
Klopfenstein**
Member

Kim B. Nguyen
Member

**Diedre Thu-Ha
Nguyen**
Member

COVID-19 Information: Masks are required to be worn and adherence to six foot distancing from others when attending public meetings.

Meeting Assistance: Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: (714) 741-5040.

Agenda Item Descriptions: Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

Documents/Writings: Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

Public Comments: Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

Manner of Addressing the City Council: After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the

Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

Time Limitation: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

Open Session

6:30 PM

ROLL CALL: MEMBER BRIETIGAM, MEMBER JONES, MEMBER KLOPFENSTEIN, MEMBER K. NGUYEN, MEMBER D. NGUYEN, VICE PRESIDENT O'NEILL, PRESIDENT BUI

1. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

2. CONSENT ITEMS

(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Sanitary District Member.)

2.a. Approval of a professional service agreement with HF&H Consultants, LLC, to provide solid waste contract negotiations. (Cost: \$75,000) *(Action Item)*

2.b. Receive and file minutes from the meeting held on February 23, 2021. *(Action Item)*

3. MATTERS FROM THE PRESIDENT, BOARD MEMBERS AND GENERAL MANAGER

4. ADJOURNMENT

The next Regular Sanitary District Meeting is Tuesday, April 27, 2021, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, 92840.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	General Manager	Dept.:	Public Works
Subject:	Approval of a professional service agreement with HF&H Consultants, LLC, to provide solid waste contract negotiations. (Cost: \$75,000) (<i>Action Item</i>)		
		Date:	3/23/2021

OBJECTIVE

To recommend the Garden Grove Sanitary District approve an agreement with HF&H Consultants, LLC. (HF&H) for leading solid waste contract negotiations for implementation of new organic recycling regulations to meet compliance.

BACKGROUND

In September 2016, Governor Brown signed into law Senate Bill (SB) 1383 (Lara, Chapter 395, Statutes of 2016, Short-Lived Climate Pollutants: Methane Emissions Reductions), the most significant waste reduction mandate to be adopted in California in the last 30 years. SB 1383 establishes a mandated target to achieve a 50 percent reduction in statewide disposal of organic waste from 2014 levels by 2020 and a 75 percent reduction by 2025. The regulations outline specific requirements related to organics collection, edible food recovery, and compliance tracking and monitoring; mandating significant action by local jurisdictions, residential and commercial organics regulators, haulers, and facilities to significantly reduce organics landfill disposal.

DISCUSSION

Republic Services, formerly operating as Garden Grove Disposal, has been the Garden Grove Sanitary District's (District) exclusive franchise solid waste collection and disposal provider since 1989. In December 2019, this franchise service agreement was amended with a new green waste processing fee to address Assembly Bill (AB) 1594 (Chapter 719, Statutes of 2014) mandates on the use of green material (Alternative Daily Cover) no longer being considered diversion and instead being considered disposal in terms of measuring a jurisdiction's annual fifty percent CalRecycle diversion requirement.

In response to SB 1383, the City hired HF&H last July to conduct a contract profiling gap analysis to identify existing contract terms and draft new terms for complying with new regulations. The next step is to proceed with negotiations with Republic Services to set new terms and clearly establish roles between the City's and Hauler's responsibilities to ensure compliance. Other Republic Services' contracted cities such as Anaheim, Fullerton, Brea, Yorba Linda and Placentia are contracting with HF&H to lead their contract negotiations. Due to this collaborative effort, HF&H has provided a discount to the cities for this service in the amount of \$75,000. HF&H has an extensive background in solid waste services and provides ongoing legislative compliance services. Therefore, staff recommends hiring HF&H contract negotiation services for addressing SB 1383 program requirements.

FINANCIAL IMPACT

There is no impact to the General Fund, funding is budgeted through Refuse Operations.

RECOMMENDATION

It is recommended that the Sanitary District Board:

- Approve the professional service agreement with HF&H Consultants, LLC., in the amount of \$75,000, for leading solid waste contract negotiations for the new, recycling mandates under SB 1383 to meet compliance; and
- Authorize the General Manager to execute the agreement on behalf of the Sanitary District Board and make minor modifications as appropriate thereto.

By: A.J. Holmon III, Streets/Environmental Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
HF&H Proposal	3/16/2021	Backup Material	3-23-21_HF_H_Proposal.pdf
Agreement	3/16/2021	Agreement	3-23-21_HFH_Consultants_Agreement_sb_1383_contract_neg_2021_Rev_Final.pdf



CITY OF GARDEN GROVE

Prepared by HF&H Consultants, LLC

SCOPE OF WORK AND FEE ESTIMATE FOR SOLID WASTE SB 1383 CONTRACTING ASSISTANCE

Contract Negotiations with Republic

Task 1. Prepare for and Conduct Kickoff Meeting with City Staff to Finalize Negotiation Strategy

HF&H staff will prepare for and facilitate a kick-off meeting with City staff to confirm the contracting objectives, project schedule, and confirm the approach to the contract negotiations. The result of the meeting will be a document confirming the contracting strategy and project schedule.

If requested, HF&H will also prepare for and attend one meeting to provide a briefing to the City Management or other City Officials based on direction from City staff given at the kick-off meeting.

Task 2: Develop Meeting Documents and Conduct Meetings with Hauler and City

HF&H staff will prepare for and facilitate a kick-off meeting with City staff and Republic Services to review a negotiation document that will summarize the City's contracting objectives. The result of the meeting will be annotated meeting notes documenting items that are verbally resolved and next steps.

Task 3: Negotiations to Confirm Services, Terms and Conditions

Republic and the City can then negotiate rates that are consistent with the City's desired terms and conditions. The result of the initial meeting with the hauler will likely be a series of points that they wish to address and proposed rates that may or may not be satisfactory. HF&H will then assist in negotiating reasonable rates. We will also work with City staff to guide the City through its determination of which Republic concerns are minor and which are valuable enough not to negotiate without a substantial offsetting gain for the City.

HF&H will assist the City by scheduling the necessary negotiation meetings and conference calls with all relevant parties from the City and Republic, creating meeting documents, and drafting meeting notes based on the discussions.

Task 4: Review and Analyze Proposed Rate Impacts

We will request Republic to provide supporting cost and operating assumptions related to any of the requested services or contract requirements that Republic believes may increase their

costs. We will review this information for overall reasonableness based on our industry knowledge, and review Republic's supporting information to confirm the reasonableness of any requested adjustments to the current rates.

Task 5: Develop Updated Agreement

Based on the discussions and direction provided by City staff described above, we will prepare either an updated draft franchise agreement or contract amendment for the desired services and contract terms. City staff, including the City Attorney, will subsequently review the draft document, and the City will be responsible for consolidating comments from the City's various reviewers into a single "redline" of the draft work product, which we will then use to prepare an updated draft work product. We will update the draft agreement to reflect the revisions provided by City staff and the City Attorney, and incorporate the negotiated terms with Republic. After the negotiations are complete, City staff will be responsible for finalizing the format of the agreement consistent with City standards and obtaining signatures, bonds, and endorsements.

Task 6: Prepare for and Attend One City Council Meeting

We have budgeted to attend one meeting of the City Council when the Council considers the new agreement for award.

Cost Proposal

To align with the breakdown prepared in the original proposal, the updated cost for the SB 1383 Contract Negotiations is \$75,000 per City if all five cities participate. Please see the attached workplan for the detailed breakdown.

The project costs for the negotiations (Tasks 1 through 6) have been reduced by \$15,000 assuming that all five Republic cities that participated in the previous study phase continue to participate in this phase as shown in the table below:

Number of Cities	1	2	3	4	5
Project Cost per City	\$90,000	\$86,250	\$82,500	\$78,750	\$75,000

Our actual costs may be higher or lower than this amount, depending on the level of support requested, and we will notify you in writing if a budget amendment is required. We will bill you once per month based on the number of hours worked, multiplied by our hourly billing rates, plus out-of-pocket expenses incurred. Payment is due within 30 days. Hourly rates through December 31st, 2021 are as follows and will be adjusted each January 1st by 2.5%:

<u>Position</u>	<u>Rate</u>
Senior Vice President	\$299
Senior Manager	\$275
Senior Associate/Project Manager	\$179 to \$249
Associate Analyst	\$160 to \$175
Assistant Analyst	\$139 to \$159
Administrative Staff	\$99 to \$109

Expenses will be billed as follows:

Mileage	\$0.50 per mile (or as adjusted by IRS allowance)
Outside document reproduction/couriers/postage	Actual
Public conveyances and parking	Actual
All other out-of-pocket expenses	Actual

Schedule

We will commence the project in March 2021. We understand the City's goal is to implement an updated agreement, pending City Council approval, by January 1, 2022 to align with the current SB 1383 timeline. Achieving this goal is dependent on reaching timely agreement on the terms of an updated agreement with Republic Services and approval of the amended agreement by the City Council.

Staffing

Laith Ezzet, Senior Vice President, will be the Project Director and he will be assisted by other HF&H staff with the appropriate skills for the assigned tasks.

CITY OF GARDEN GROVE
HF&H Workplan for SB 1383 Contracting Assistance

TASK	DESCRIPTION	Sr. Vice President	Sr. Project Manager	Project Manager/ Senior Associate	Assistant Analyst	Total Hours/ Fees ⁽¹⁾
Contract Negotiations with Republic						
1	Prepare for and Conduct Kickoff Meeting with City Staff	6	-	10	-	16
2	Develop Meeting Documents and Conduct Mtg. with Hauler and City	6		14	8	28
3	Negotiations to Confirm Services, Terms, and Conditions	72	-	72	6	150
4	Review and Analyze Proposed Rate Impacts	20	-	30	10	60
5	Develop Updated Agreement	14	8	30		52
6	Prepare for and Attend One City Council Meeting	4	-	6	-	10
	Contract Negotiations Hours	122	8	162	24	316
	Contract Negotiations Consulting Fees	\$ 36,478	\$ 2,200	\$ 32,238	\$ 3,816	\$ 74,732
	Contract Negotiations Expenses					\$ 268
	Total Contract Negotiations					\$ 75,000
<hr/>						
Total Hours		122	8	162	24	316
Hourly Rates		\$ 299	\$ 275	\$ 199	\$ 159	
Total Consulting Fees		\$ 36,478	\$ 2,200	\$ 32,238	\$ 3,816	\$ 74,732
Total Expenses						\$ 268
Total Fees and Expenses						\$ 75,000

(1) Hours may be shifted among tasks.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2021, by the **GARDEN GROVE SANITARY DISTRICT**, a California special district, ("DISTRICT") and **HF&H CONSULTANTS, LLC**, herein after referred to as "CONSULTANT".

RECITALS

The following recitals are a substantive part of this Agreement:

1. DISTRICT is a subsidiary district of the City of Garden Grove. This Agreement is entered into pursuant to Board approval on March 23, 2021.
2. DISTRICT desires to utilize the services of CONSULTANT to provide for contract negotiation assistance to ensure Senate Bill (SB) 1383 compliance (Attachment "A").
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** This Agreement shall cover services rendered from date of this Agreement until the services described in CONSULTANT's proposal have been completed. This agreement may be terminated by the DISTRICT without cause. In such event, the DISTRICT will compensate CONSULTANT for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks as set forth in CONSULTANT's Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Seventy Five Thousand Dollars (\$75,000.00), payable in arrears and in accordance with CONSULTANT's Proposal in Attachment "A".
 - 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by DISTRICT will be required, and payment shall be based on schedule included in Proposal (Attachment A).

- 3.3 Records of Expenses. CONSULTANT shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to DISTRICT.
- 3.4 Termination. DISTRICT and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. Insurance requirements.

- 4.1 COMMENCEMENT OF WORK. CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the DISTRICT.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A-, Class VII or better, as approved by the DISTRICT.
 - (c) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-,Class VII or better, as approved by the District. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be

evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

- 4.4 An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.
- 4.5 An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.
- 4.6 For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects DISTRICT, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
- 4.7 *If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.*
5. **Non-Liability of Officials and Employees of the DISTRICT.** No official or employee of DISTRICT shall be personally liable to CONSULTANT in the event of any default or breach by DISTRICT, or for any amount which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of the DISTRICT, and shall obtain no rights to any benefits which accrue to DISTRICT'S employees.
8. **Compliance with Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The District makes no

warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(Address of CONSULTANT)
HF&H CONSULTANTS, LLC
19200 Von Karman Avenue, Suite 360
Irvine, CA 92612
Attention: Laith Ezzet, Senior Vice President

(Address of DISTRICT)	(with a copy to):
City of Garden Grove	Garden Grove City Attorney
11222 Acacia Parkway	11222 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92840

10. **CONSULTANT'S PROPOSAL.** This Agreement shall include CONSULTANT'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONSULTANT 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 CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONSULTANT's risk, until written instructions are received from DISTRICT.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any

contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONSULTANT. DISTRICT will deal directly with and will make all payments to CONSULTANT.

15. **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.
16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT's agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT's responsibility to protect, defend, and hold harmless DISTRICT, is due to the sole negligence, recklessness and/or wrongful conduct of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove Sanitary Board for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the DISTRICT.

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(Agreement Signature Block on Next Page)

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year shown below.

GARDEN GROVE SANITARY DISTRICT

Date: _____

By: _____

Scott C. Stiles
General Manager

ATTEST:

By: _____

Teresa Pomeroy
Secretary

HF&H CONSULTANTS, LLC

Date: _____

By: _____

By: _____

APPROVED AS TO FORM:

By: _____

Omar Sandoval
General Counsel

If CONSULTANT is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to DISTRICT.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: General Manager Dept.: Secretary

Subject: Receive and file minutes Date: 3/23/2021
from the meeting held on
February 23, 2021. (*Action
Item*)

Attached are the minutes from the meeting held on February 23, 2021, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	3/17/2021	Minutes	sd-min_02_23_2021.pdf

MINUTES

GARDEN GROVE SANITARY DISTRICT BOARD OF DIRECTORS

Regular Meeting

Tuesday, February 23, 2021

Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 7:03 p.m., President Bui convened the meeting telephonically.

ROLL CALL PRESENT: (7) Members Brietigam, D. Nguyen, Jones,
Klopfenstein, K. Nguyen, Vice President
O'Neill, President Bui

ABSENT: (0) None

RECESS

President Bui recessed the meeting at 7:07 p.m.

RECONVENE MEETING

President Bui reconvened the meeting telephonically at 7:10 p.m. with all Members present.

ORAL COMMUNICATIONS

Speaker: Nicholas Dibs

Written Communication: Craig Durfey

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JANUARY 26, 2021 (F: Vault)

It was moved by Member Klopfenstein, seconded by Member Brietigam that:

The minutes from the meeting held on January 26, 2021, be received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, Jones, Klopfenstein, K. Nguyen, D.
Nguyen, O'Neill, Bui
Noes: (0) None

APPROVAL OF AMENDMENT NO. 1 TO THE AGREEMENT WITH WEST YOST ASSOCIATES FOR PROFESSIONAL SERVICES SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) IMPLEMENTATION PROJECTS (JOINT ACTION WITH THE CITY COUNCIL) (F: 55-West Yost Associates) (XR: S-34.1)

Following staff introduction and Sanitary District Board discussion, it was moved by Member Brietigam, seconded by Vice President O'Neill that:

Allocation in the amount of \$452,849 in Sewer Funds to cover the cost of services for Sanitation Facilities, be approved:

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, Jones, Klopfenstein, K. Nguyen, D.
Nguyen, O'Neill, Bui
Noes: (0) None

CITY COUNCIL ACTION

Following the introduction, it was moved by Council Member O'Neill, seconded by Council Member Brietigam that:

Amendment No. 1 to the existing agreement with West Yost Associates to increase the amount from \$3,182,944 to \$3,635,793, to be funded with Sewer Funds, be approved;

The City Manager be authorized to sign Amendment No. 1, and make minor modifications as appropriate on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, O'Neill, D. Nguyen, Bui, Klopfenstein,
K. Nguyen, Jones
Noes: (0) None

ADJOURNMENT

At 7:15 p.m., President Bui adjourned the meeting. The next Regular Sanitary District Meeting will be on Tuesday, March 23, 2021, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
Secretary