

I hereby certify that the following Agenda was posted at least 72 hours prior to the time of the Board Meeting so noticed below, at the usual agenda posting location of the South Orange County Wastewater Authority (SOCWA) and at www.socwa.com.



Danita Hirsh, Assistant Secretary
SOCWA and the Board of Directors thereof

*Regular Meeting of The
South Orange County Wastewater Authority
Board of Directors*

June 1, 2023
8:30 a.m.

PHYSICAL MEETING LOCATION:
South Orange County Wastewater Authority
34156 Del Obispo Street
Dana Point, CA 92629

THE BOARD OF DIRECTORS MEETING ROOM IS WHEELCHAIR ACCESSIBLE. IF YOU REQUIRE ANY SPECIAL DISABILITY RELATED ACCOMMODATIONS, PLEASE CONTACT THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY SECRETARY'S OFFICE AT (949) 234-5452 AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE SCHEDULED MEETING TO REQUEST SUCH ACCOMMODATIONS. THIS AGENDA CAN BE OBTAINED IN ALTERNATE FORMAT UPON REQUEST TO THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY'S SECRETARY AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO THE SCHEDULED MEETING. MEMBERS OF THE PUBLIC HAVE THE OPTION TO PARTICIPATE IN AND MAY JOIN THE MEETING REMOTELY VIA VIDEO CONFERENCE FOR VISUAL INFORMATION ONLY (USE ZOOM LINK BELOW) AND BY TELECONFERENCE FOR AUDIO PARTICIPATION (USE PHONE NUMBERS BELOW). THIS IS A PHONE-CALL MEETING AND NOT A WEB-CAST MEETING, SO PLEASE REFER TO AGENDA MATERIALS AS POSTED ON THE WEBSITE AT WWW.SOCWA.COM. ON YOUR REQUEST, EVERY EFFORT WILL BE MADE TO ACCOMMODATE PARTICIPATION. FOR PARTIES PARTICIPATING REMOTELY, PUBLIC COMMENTS WILL BE TAKEN DURING THE MEETING FOR ORAL COMMUNICATION IN ADDITION TO PUBLIC COMMENTS RECEIVED BY PARTIES PARTICIPATING IN PERSON. COMMENTS MAY BE SUBMITTED PRIOR TO THE MEETING VIA EMAIL TO ASSISTANT SECRETARY DANITA HIRSH AT DHIRSH@SOCWA.COM WITH THE SUBJECT LINE "REQUEST TO PROVIDE PUBLIC COMMENT." IN THE EMAIL, PLEASE INCLUDE YOUR NAME, THE ITEM YOU WISH TO SPEAK ABOUT, AND THE TELEPHONE NUMBER YOU WILL BE CALLING FROM SO THAT THE COORDINATOR CAN UN-MUTE YOUR LINE WHEN YOU ARE CALLED UPON TO SPEAK. THOSE MAKING PUBLIC COMMENT REQUESTS REMOTELY VIA TELEPHONE IN REAL-TIME WILL BE ASKED TO PROVIDE YOUR NAME, THE ITEM YOU WISH TO SPEAK ABOUT, AND THE TELEPHONE NUMBER THAT YOU ARE CALLING FROM SO THE COORDINATOR CAN UN-MUTE YOUR LINE WHEN YOU ARE CALLED UPON TO SPEAK. ONCE THE MEETING HAS COMMENCED, THE CHAIR WILL INVITE YOU TO SPEAK AND ASK THE COORDINATOR TO UN-MUTE YOUR LINE AT THE APPROPRIATE TIME.

AGENDA ATTACHMENTS AND OTHER WRITINGS THAT ARE DISCLOSABLE PUBLIC RECORDS DISTRIBUTED TO ALL, OR A MAJORITY OF, THE MEMBERS OF THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY BOARD OF DIRECTORS IN CONNECTION WITH A MATTER SUBJECT FOR DISCUSSION OR CONSIDERATION AT AN OPEN MEETING OF THE BOARD OF DIRECTORS ARE AVAILABLE FOR PUBLIC INSPECTION IN THE AUTHORITY ADMINISTRATIVE OFFICE LOCATED AT 34156 DEL OBISPO STREET, DANA POINT, CA ("AUTHORITY OFFICE") OR BY PHONE REQUEST MADE TO THE AUTHORITY OFFICE AT 949-234-5452. IF SUCH WRITINGS ARE DISTRIBUTED TO MEMBERS OF THE BOARD OF DIRECTORS LESS THAN SEVENTY-TWO (72) HOURS PRIOR TO THE MEETING, THEY WILL BE AVAILABLE IN THE RECEPTION AREA OF THE AUTHORITY OFFICE AT THE SAME TIME AS THEY ARE DISTRIBUTED TO THE BOARD OF DIRECTORS AND SENT TO ANY REMOTE PARTICIPANTS REQUESTING EMAIL DELIVERY OR POSTED ON SOCWA'S WEBSITE. IF SUCH WRITINGS ARE DISTRIBUTED IMMEDIATELY PRIOR TO, OR DURING, THE MEETING, THEY WILL BE AVAILABLE IN THE MEETING ROOM OR IMMEDIATELY UPON VERBAL REQUEST TO BE DELIVERED VIA EMAIL TO REQUESTING PARTIES PARTICIPATING REMOTELY.

THE PUBLIC MAY PARTICIPATE REMOTELY BY VIRTUAL MEANS. FOR AUDIO OF MEETING USE THE CALL IN PHONE NUMBERS BELOW AND FOR VIDEO USE THE ZOOM LINK BELOW.

Join Zoom Meeting
<https://socwa.zoom.us/>

Meeting ID: 856 3623 8875
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Agenda

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ORAL COMMUNICATIONS

Members of the public may address the board regarding an item on the agenda or may reserve this opportunity during the meeting at the time the item is discussed by the board. There will be a three-minute limit for public comments.

- 4. APPROVAL OF BOARD MEMBER REQUEST FOR REMOTE PARTICIPATION

ACTION Board Discussion/Direction and Action.

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- 5. CONSENT CALENDAR

- A. Minutes of Board of Directors 1
 - 1. Board of Directors Meeting of April 6, 2023
 - 2. Board of Directors Meeting of May 4, 2023

ACTION The Board will be requested to approve subject Minutes.

- B. Financial Reports for the Month of March 2023 29

The reports included are as follows:

- 1. Summary of Disbursements for March 2023 (Exhibit A)
- 2. Schedule of Funds Available for Reinvestment (Exhibit B)
 - Local Agency Investment Fund (LAIF)
- 3. Schedule of Cash and Investments (Exhibit C)
- 4. Capital Schedule (Exhibit D)
 - Capital Projects – Graph (Exhibit D-1)
- 5. Budget vs. Actual Expenses:
 - Operations and Environmental Summary (Exhibit E-1)
 - Operations and Environmental by PC (E-1.2)
 - Residual Engineering, after transfer to Capital (Exhibit E-2)
 - Administration (Exhibit E-3)
 - Information Technology (IT) (Exhibit E-4)

ACTION The Finance Committee recommends that the Board of Directors ratify the March 2023 disbursements, \$ 2,814,904, for the period from March 1, 2023, through March 31, 2023, and to receive and file the March 2023 Financial Reports as submitted.

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C. FY 2022-23 Administration and General Fund Budget Update 47

ACTION Committee Discussion/Direction/Action

D. Operations Report (April)..... 49

- a. Monthly Operational Report
- b. SOCWA Ocean Outfall Discharges by Agency
- c. Quarterly Report on Key Operational Expenses
- d. Beach Ocean Monitoring Report
- e. Recycled Water Report
- f. Pretreatment Report (May)

ACTION The Board will be requested to receive and file subject reports as submitted.

E. Capital Improvement Program Status Report (May) 90

ACTION Information item; receive and file.

F. Capital Improvement Construction Projects Progress and Change Order Report (March) [Project Committees 2, 15, & 17] 93

ACTION Staff recommends that the Board of Directors receive and file the report as an information item.

6. GENERAL MANAGER'S REPORT

A. Approval of FY 2023-24 Budget

As needed, the Acting General Counsel will cover the vote requirements for each area at the meeting immediately prior to the motion and vote on each item.

ACTION: The Finance Committee recommends that the Board of Directors consider the FY 2023-24 Budget as proposed.

The FY 2023-24 Budget includes General Fund Expenses, Operating Expenses and Capital Expenditures as proposed.

1. General Fund Budget

Approval of the FY 2023-24 General Fund Budget. Approval of the General Fund Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

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2. Project Committee Operating Budgets

- a. Approval of the FY 2023-24 Administration Budget (inclusive of project committee administration expenses, residual engineering, and IT). Approval of the FY 2023-24 Administration Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.
- b. Approval of the Project Committee (“PC”) 2 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL and OPEB) as proposed and PC 2 Capital Expenditures Budget (inclusive of large capital, non-capital/misc. engineering and small capital). Approval of the Project Committee (“PC”) 2 Operations and Maintenance Budget and PC 2 Capital Expenditures Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.
- c. Approval of the Project Committee (“PC”) 17 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL and OPEB) and PC 17 Capital Expenditures Budget (inclusive of large capital, non-capital/misc. engineering and small capital). Approval of the Project Committee (“PC”) 17 Operations and Maintenance Budget and PC 17 Capital Expenditures Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.
- d. Approval of the Project Committee (“PC”) 15 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL and OPEB) and PC 15 Capital Expenditures Budget (inclusive of large capital, non-capital/misc. engineering and small capital). Approval of the Project Committee (“PC”) 15 Operations and Maintenance Budget and PC 15 Capital Expenditures Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.
- e. Approval of the Project Committee (“PC”) 5 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL and OPEB) and PC 5 Capital Expenditures Budget (inclusive of large capital and non-capital/misc. engineering). Approval of the Project Committee (“PC”) 5 Operations and Maintenance Budget and PC 5 Capital

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Expenditures Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.

- f. Approval of the Project Committee (“PC”) 24 Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL and OPEB) and PC 24 Capital Expenditures Budget (inclusive of large capital and non-capital/misc. engineering). Approval of the Project Committee (“PC”) 24 Operations and Maintenance Budget and PC 24 Capital Expenditures Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.
- g. Approval of the Project Committee (“PC”) 21 (ETM) Operations and Maintenance Budget, UAL and OPEB and PC 21 Capital Expenditures Budget (inclusive of large capital and non-capital/misc. engineering). Approval of the Project Committee (“PC”) 21 (ETM) Operations and Maintenance Budget and PC 21 Capital Expenditures Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.
- h. Approval of the Project Committee (“PC”) 8 (Pretreatment) Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, UAL and OPEB). Approval of the Project Committee (“PC”) 8 (Pretreatment) Operations and Maintenance Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action; the Board approves the allocation of expenses with approval of the Budget.
- i. Approval of the Project Committee (“PC”) 2SO (PC12) Operations and Maintenance Budget (inclusive of Environmental Compliance, Safety, IT, UAL and OPEB). Approval of the Project Committee (“PC”) 2SO (PC12) Operations and Maintenance Budget authorizes the Acting General Manager to expend up to and not more than the total budget funds per the purchasing and/or emergency services policy; funding in excess of the authorized budget requires additional Board action. Authorization includes the redistribution of the costs of PC 2SO (PC 12) among the member agencies to exclude El Toro Water District); the Board approves the allocation of expenses with approval of the Budget.

South Orange County Wastewater Authority
Board of Directors Meeting
June 1, 2023

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- j. The Board directs staff to prepare and distribute a final printed budget consistent with any additional changes presented and approved at the May 18, 2023, meeting.

- B. Resolution No. 2023-04: A Resolution of the Board of Directors of the South Orange County Wastewater Authority Honoring Douglas Reinhart for 18 1/2 Years of Service to SOCWA and his Devoted Service to the Community. 104
ACTION Staff recommends that the Board of Directors adopt Resolution No. 2023-04: A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Honoring Douglas Reinhart for 18 1/2 Years of Service to SOCWA.

- C. Resolution No. 2023-05: A Resolution of the Board of Directors of the South Orange County Wastewater Authority Honoring Stephen Dopudja for 9 1/2 Years of Service to SOCWA and his Devoted Service to the Community. 106
ACTION Staff recommends that the Board of Directors adopt Resolution No. 2023-05: A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Honoring Stephen Dopudja for 9 1/2 Years of Service to SOCWA.

- D. Resolution No. 2023-06: A Resolution of the Board of Directors of the South Orange County Wastewater Authority Approving New Employee Salary Ranges And the South Orange County Wastewater Authority Employee Manual. 108
ACTION Staff recommends that the Board of Directors Adopt Resolution No. 2023-06: A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges and the South Orange County Wastewater Authority Employee Manual.

- E. Resolution No. 2023-07: A Resolution of the Board of Directors of the South Orange County Wastewater Authority Approving New Employee Salary Ranges to the July 1, 2023, to June 30, 2024, Memorandum of Understanding (“MOU”) between the South Orange County Wastewater Authority and the SOCWA Employee Association 172
ACTION Staff recommends that the Board of Directors Adopt Resolution No. 2023-07: A Resolution of the Board of Directors of the South Orange County Wastewater Authority (SOCWA) Approving New Employee Salary Ranges to the July 1, 2023, to June 30, 2024, Memorandum of Understanding (“MOU”) between the South Orange County Wastewater Authority and the SOCWA Employee Association.

South Orange County Wastewater Authority
Board of Directors Meeting
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F. Contract Extension Award to Sweeping Corp. of America for Street Sweeping Services [Project Committees No. 2, 15, and 17]..... 199

ACTION Staff recommends that the Board of Directors award a 1-year contract amendment to Sweeping Corp of America not to exceed \$19,832.00.

G. Piggyback Contract Award to Cintas Corporation for Uniform Rental and Laundry Service [Project Committees No. 2, 15, and 17]200

ACTION Staff recommends that the Board of Directors authorize the Acting General Manager/Director of Operations to enter into a contract with Cintas utilizing the piggyback contract through Omnia with the proposed pricing for the term of three (3) years with two (2) optional annual renewals.

H. Board of Directors Office – Selection of Board Chair and Vice Chair

ACTION Board consideration and action on the selection of Board Offices

I. General Counsel’s Updates.....

- JPA Revision Process (Standing item)

ACTION Board Discussion/Direction and Action.

J. General Manager’s Status Report209

ACTION Information Item

K. Upcoming Meetings Schedule:.....

- June 1, 2023 – Board of Directors Regular Meeting
- June 8, 2023 – Engineering Committee Meeting
- June 20, 2023 – Finance Committee Meeting
- June 22, 2023 – Board of Directors Special Facilitated Discussion Meeting
- July 6, 2023 – Board of Directors Regular Meeting

ACTION Information Item.

7. OTHER MATTERS

Determine the need to take action on the following item(s) introduced by General Manager, which arose subsequent to the agenda being posted. [Adoption of this action requires a two-thirds vote of the Board, or if less than two-thirds are present, a unanimous vote.]

ADJOURNMENT

THE NEXT SOCWA BOARD MEETING
JUNE 22, 2023

**MINUTES OF REGULAR MEETING
OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY**

Board of Directors

April 6, 2023

DRAFT

The Regular Meeting of the South Orange County Wastewater Authority (SOCWA) Board of Directors Meeting was held in-person and via teleconference on April 6, 2023, at 8:30 a.m. at their Administrative Offices located at 34156 Del Obispo Street, Dana Point, California. The following members of the Board of Directors were present:

MIKE DUNBAR	Emerald Bay Service District	Director
KATHRYN FRESHLEY	El Toro Water District	Director
MATT COLLINGS	Moulton Niguel Water District	Director
STEPHEN DOPUDJA	Trabuco Canyon Water District	Director
DAVID SHISSLER	City of Laguna Beach	Alternate Director
FRANK URY	Santa Margarita Water District	Director
RICK SHINTAKU	South Coast Water District	Alternate Director
DAVE REBENS DORF	City of San Clemente	Director

Absent:

DOUG REINHART	Irvine Ranch Water District	Director
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Staff Present:

JIM BURROR	Acting General Manager/Director of Operations
AMBER BAYLOR	Director of Environmental Compliance
MARY CAREY	Finance Controller
RONI GRANT	Associate Engineer
DINA ASH	HR Administrator
KONSTANTIN SHILKOV	Senior Accountant
ANNA SUTHERLAND	Accounts Payable
JEANETTE COTINOLA	Procurement/Contracts Manager
MATT CLARKE	Procurement/Contracts Manager
DANITA HIRSH	Executive Assistant

Also Present:

ADRIANA OCHOA	Procopio Law	SHERRY WANNINGER	Moulton Niguel Water District
KEVIN DAVIS	Procopio Law	LISA OHLUND	Ohlund Mgmt. & Tech. Svc
DENNIS CAFFERTY	El Toro Water District	DICK FIORE	Moulton Niguel Water District
DREW ATWATER	Moulton Niguel Water District	MIKE GASKINS	El Toro Water District
PAM ARENDS-KING	South Coast Water District	MICHAEL PEREA	Trabuco Canyon Water District
DON FROELICH	Moulton Niguel Water District	BILL MOORHEAD	Moulton Niguel Water District
ROD WOODS	Moulton Niguel Water District	FERNANDO PALUDI	Trabuco Canyon Water District
SAUNDRA JACOBS	Santa Margarita Water District	ERICA CASTILLO	Santa Margarita Water District
ROGER BUTOW	Clean Water Now		

1. Call to Order

Chairman Collings called the meeting to order at 8:31 a.m.

2. Pledge of Allegiance – Director David Shissler

3. Oral Communications

Ms. Amber Baylor, Director of Environmental Compliance, made a general comment.

Mr. Roger Butow of Clean Water Now announced the San Juan Creek Estuary Restoration Public Workshop will be held on June 21, 2023, from 3:00-5:00 p.m. at the Dana Hills Tennis Center.

4. APPROVAL OF BOARD MEMBER REQUEST FOR REMOTE PARTICIPATION

No action was taken.

5. CONSENT CALENDAR

ACTION TAKEN

Motion was made by Director Ury and seconded by Director Dunbar to approve the Consent Calendar items 5A thru 5N with corrections to item 5A as noted.

Motion carried:	Aye 8, Nay 0, Abstained 0, Absent 1
	Director Dunbar Aye
	Director Freshley Aye
	Director Dopudja Aye
	Director Collings Aye
	Director Reinhart Absent
	Director Shissler Aye
	Director Ury Aye
	Director Goldman Aye
	Director Rebensdorf Aye

(5.A. –5.N.)

- A. 1. Minutes of Board of Directors Meeting for January 5, 2023
- 2. Minutes of Board of Directors Meeting for February 2, 2023
- 3. Minutes of Board of Directors Meeting Closed Session for February 17, 2023
- 4. Minutes of Board of Directors Meeting for March 3, 2023
- 5. Minutes of Board of Directors Meeting for Marcy 31, 2023
- B. 1. Minutes of Project Committee 2 Meeting for January 31, 2023
- 2. Minutes of Project Committee 2 Meeting for February 21, 2023
- C. 1. Minutes of Finance Committee Meeting for December 20, 2022
- D. Financial Reports for the Month of December 2022
Approved Action: The Board of Directors approved ratification of the December 2022 Disbursements of \$4,037,903, for the period from December 1, 2022, through December 31, 2022, and to receive and file the December 2022 Financial Reports as submitted.
- E. Q2 FY 2022-23 Cash Roll Forward as of December 31, 2022
Approved Action: The Board of Directors approved receiving and filing the Q2 Fiscal Year 2022-23 Cash Roll Forward as submitted.
- F. Operations Report (February)
Approved Action: The Board of Directors approved receiving and filing the reports as submitted.
- G. Capital Improvement Program Status Report (March)
Approved Action: The Board of Directors approved receiving and filing the report as submitted.

- H. Capital Improvement Construction Project Projects Progress and Change Order Report (February) [Project Committees 2, 15, & 17]
Approved Action: The Board of Directors approved receiving and filing the report as submitted.
- I. Hach 1-Year NITRATAX Plus Probe Service Contract \$12,232.00 [Project Committees 2, 15, & 17]
Approved Action: The Board of Directors authorized the Acting General Manager purchasing authority to execute a sole source contract with Hach for a 1-year service contract to service the eight (8) NITRATAX Plus Probes \$12,232.00 plus tax and shipping determined at the time of shipping.
- J. Chlor Akali Products Sodium Hydroxide (Caustic Soda) 6-month Contract Extension [Project Committees 2, 15, & 17]
Approved Action: The Board of Directors authorized the Acting General Manager to exercise the first of three (3) six 6-month renewals with Northstar Chemical, Inc. (a DBA of Pacific Star Chemical, LLC.) at the current pricing.
- K. SmallCapital Digester Gas Condensate and Drain Valves from Environmental Water Solutions, Inc. (EWS) for over \$50,000 (plus shipping, taxes, and fees [Project Committee 17]
Approved Action: The Board of Directors ratified the authorization for the Acting General Manager to purchase the Digester Gas Condensate and Drain Valves from EWS for \$48,950.00 plus actual shipping costs and applicable fees determined at the time of shipping with a total cost anticipated cost to be over \$50,000.
- L. Contract Award for Coastal Treatment Plant (CTP) AWMA Road Guardrail Replacement Project [Project Committee 15]
Approved Action: The PC 15 Board of Directors approved the contract to Danny C. Hubbs in the amount of \$48,770 for the Coastal Treatment Plant AWMA Road Guardrail Replacement Project with a contingency of \$10,000.
- M. Contract Award for Regional Treatment Plant (RTP) Cogen Engine Black Start Operation Upgrade [Project Committee 17]
Approved Action: The PC 17 Board of Directors awarded the contract to Wester Energy in the amount of \$75,000 for the Cogen Engine Black Start Operation Upgrade Project.
- N. Contract Award for Coastal Treatment Plant (CTP) Drainage Pump Station Conceptual Design [Project Committee 15]
Approved Action: The PC 15 Board of Directors approved the contract to Tetra Tech in the amount of \$176,000 for the Coastal Treatment Plant Drainage Pump Station Conceptual Design Project.

6. GENERAL MANAGER'S REPORTS

A. Discussion Regarding the Future Direction of South Orange County Wastewater Authority (SOCWA)

a. Update on Tri-Agencies Joint Board Meeting

On behalf of South Coast Water District, Director Shintaku gave a presentation summarizing the status and progress of the Three Agencies Joint Board meeting and the Facilitated Discussion Component. An open discussion ensued.

b. Facilitated Discussion regarding the SOCWA governance

There was a consensus of the Board directing the South Coast Water District to obtain a Consultant to facilitate a collaborative workgroup that engages all SOCWA Member agencies in addressing issues and challenges of the existing SOCWA structure and JPA Agreement.

B. General Counsel's Updates

- JPA Revision Process (Standing Item)

Ms. Adriana Ochoa, General Counsel (Procopio), stated that this item would continue to be tabled based on the facilitated discussions regarding the SOCWA governance structure and JPA. She also stated that she received requests regarding what constitutes specific voting provisions for a two-thirds, majority, and unanimous vote. She noted at the pleasure of the Board that she would circulate the breakdown as specified in the JPA Agreement. An open discussion ensued.

This was an information item; no action was taken.

C. General Manager's Status Report

Ms. Baylor, Director of Environmental Compliance, stated she had attended the State Water Resources Control Board meeting in March regarding the ocean outfall. She stated that based on the evaluation of the modeling, the dilutions that were created in the modeling were not accurate. Ms. Baylor stated she gave a public testimony and provided a comment letter detailing specific concerns about the technical accuracy of the model and will update the Board on the continued progress. An open discussion ensued.

Mr. Burror, Acting General Manager/Director of Operations, gave a presentation on Trabuco Canyon Water Districts Termination Agreement to withdraw from SOCWA's JPA. An open discussion ensued.

This was an information item; no action was taken.

D. Upcoming Meetings Schedule

The upcoming meeting schedule was reported as noted below:

- April 13, 2023 – Engineering Committee Meeting
- April 18, 2023 – PC 2 Committee Meeting
- April 18, 2023 – Finance Committee Meeting
- May 4, 2023 – Board of Directors Regular Meeting

This was an information item; no action was taken.

The Board of Directors convened to Closed Session at 9:35 a.m.

The Board of Directors reconvened to Open Session at 10:41 a.m.

7. CLOSED SESSION

- A. A Closed Session conference with labor negotiators was held pursuant to government code section § 54957.6 to discuss the SOCWA Employee Association.
- B. A Closed Session conference with labor negotiators was held pursuant to government code section § 54957.6 to discuss an Unrepresented Employee: Acting General Manager/Director of Operations.
- C. Report out of Closed Session – On behalf of Labor Counsel Brad Neufeld of Varner & Brandt, Director Collings stated there were no reportable actions.

8. OTHER MATTERS

None.

ADJOURNMENT

There being no further business, Director Collings adjourned the meeting at 10:41 a.m.

I HEREBY CERTIFY that the foregoing Minutes are a true and accurate copy of the Minutes of the Regular Meeting of the South Orange County Wastewater Authority Board of Directors on April 6, 2023, and approved by the Board of Directors of the South Orange County Wastewater Authority.

Danita Hirsh, Assistant Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

**MINUTES OF REGULAR MEETING
OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY**

Board of Directors

May 4, 2023

DRAFT

The Regular Meeting of the South Orange County Wastewater Authority (SOCWA) Board of Directors Meeting was held in-person and via teleconference on May 4, 2023, at 8:30 a.m. at the Dana Hills Tennis Center located at 24911 Calle De Tenis, Dana Point, California. The following members of the Board of Directors were present:

MIKE DUNBAR	Emerald Bay Service District	Director
KATHRYN FRESHLEY	El Toro Water District	Director
MATT COLLINGS	Moulton Niguel Water District	Director
STEPHEN DOPUDJA	Trabuco Canyon Water District	Director
BOB WHALEN	City of Laguna Beach	Director
FRANK URY	Santa Margarita Water District	Director
SCOTT GOLDMAN	South Coast Water District	Director
DOUG REINHART	Irvine Ranch Water District	Director [exited @ 11:40 a.m.]

Absent:

DAVE REBENDORF	City of San Clemente	Director
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Staff Present:

JIM BURROR	Acting General Manager/Director of Operations
AMBER BAYLOR	Director of Environmental Compliance
DAVID BARANOWSKI	Director of Engineering
MARY CAREY	Finance Controller
RONI GRANT	Associate Engineer
DINA ASH	HR Administrator
KONSTANTIN SHILKOV	Senior Accountant
ANNA SUTHERLAND	Accounts Payable
JEANETTE COTINOLA	Procurement/Contracts Manager
MATT CLARKE	Procurement/Contracts Manager
DANITA HIRSH	Executive Assistant

Also Present:

ADRIANA OCHOA	Procopio Law	SHERRY WANNINGER	Moulton Niguel Water District
BRAD NEUFELD	Varner & Brandt, LLP	RICK SHINTAKU	South Coast Water District
LEWIS MICHAELSON	Katz & Associates	MARC SERNA	South Coast Water District
HANNAH BLOME	Katz & Associates	DAN FERONS	Santa Margarita Water District
EMILY MICHAELSON	Katz & Associates	DICK FIORE	Moulton Niguel Water District
ROD WOODS	Moulton Niguel Water District	MIKE GASKINS	El Toro Water District
SAUNDRA JACOBS	Santa Margarita Water District	MICHAEL PEREA	Trabuco Canyon Water District
ROGER BUTOW	Clean Water Now	BILL MOORHEAD	Moulton Niguel Water District
MARK McAVOY	City of Laguna Beach	DON FROELICH	Moulton Niguel Water District
DREW ATWATER	Moulton Niguel Water District	ERICA CASTILLO	Santa Margarita Water District
DAVID LARSEN	Moulton Niguel Water District	DAVID SHISSLER	City of Laguna Beach
DON BUNTS	Santa Margarita Water District	JOONE LOPEZ	Moulton Niguel Water District
PAM ARENDS-KING	South Coast Water District	ALLISON BURNS	Stradling Law
KARI VOZENILEK	Kidman Gagen Law, LLP	OSMAN MUFTI	Sloan Sakai Yeung & Wong

1. Call to Order

Chairman Collings called the meeting to order at 8:35 a.m.

2. Pledge of Allegiance – Director Doug Reinhart

3. Oral Communications

Ms. Sandra Jacobs, Director for Santa Margarita Water District, announced that Santa Margarita Water District is holding a Water Festival on May 6, 2023, at their office in Rancho Santa Margarita. All are welcome.

4. APPROVAL OF BOARD MEMBER REQUEST FOR REMOTE PARTICIPATION

No action was taken.

5. CONSENT CALENDAR

Director Ury pulled agenda item 5.D., and Director Goldman pulled agenda item 5.H. for clarification.

ACTION TAKEN

Motion was made by Director Ury and seconded by Director Freshley to approve the remainder of the Consent Calendar items 5A thru 5C, 5E thru 5G, and 5I thru 5M as submitted.

Motion carried:	Aye 8, Nay 0, Abstained 0, Absent 1
	Director Dunbar Aye
	Director Freshley Aye
	Director Dopudja Aye
	Director Collings Aye
	Director Reinhart Aye
	Director Shissler Aye
	Director Ury Aye
	Director Goldman Aye
	Director Rebensdorf Absent

(5A – 5C, 5E – 5G, and 5I-5M)

- A. 1. Minutes of Engineering Committee Meeting for November 10, 2022
- 2. Minutes of Engineering Committee Meeting for January 12, 2023
- 3. Minutes of Engineering Committee Meeting for February 9, 2023
- 4. Minutes of Engineering Committee Meeting for March 9, 2023
- B. Financial Reports for the Month of January 2023
Approved Action: The Board of Directors approved ratification of the January 2023 Disbursements of \$2,326,317, for the period from January 1, 2023, through January 31, 2023, and to receive and file the January 2023 Financial Reports as submitted.
- C Financial Reports for the Month of February 2023
Approved Action: The Board of Directors approved ratification of the February 2023 Disbursements of \$4,341,262, for the period from February 1, 2023, through February 28, 2023, and to receive and file the February 2023 Financial Reports as submitted.
- E. Operations Report (March)
Approved Action: The Board of Directors approved receiving and filing the reports as submitted.
- F. Capital Improvement Program Status Report (April)
Approved Action: The Board of Directors approved receiving and filing the report as submitted.
- G. Capital Improvement Construction Project Projects Progress and Change Order Report (February) [Project Committees 2, 15, & 17]

Approved Action: The Board of Directors approved receiving and filing the report as submitted.

- I. Chlor Akali Products Sodium Hypochlorite (Bleach) 6-month Contract Extension [Project Committees 2, 15, & 17]

Approved Action: The Board of Directors authorized the Acting General Manager to exercise the first of three (3) six 6-month renewals with Olin at the proposed pricing.

- J. Polymer Products Contract Extension [Project Committees 2, 15, and 17]

Approved Action: The Board of Directors authorized the Acting General Manager to exercise the third of three annual renewals with Polydyne, Inc., at the proposed pricing.

- K. Street Sweeping Service Inc. was acquired by Sweeping Corporation of America, Inc. [Project Committees 2, 15, and 17]

Approved Action: Information Item.

- L. Code Update to the ROMS-BEC Model – Contract Award to Michael Baker and Associates in an amount not to exceed \$90,000 [Project Committees 5 and 24]

Approved Action: The Board of Directors authorized the Acting General Manager to enter into a contract with Michael Baker International (MBI) in an amount not to exceed \$90,000. Clean Water So Cal will contribute funds to MBI in the amount of \$5,000 to cover the difference in the attached scope of work that totals \$94,400.

- M. San Juan Creek Ocean Outfall Permit Reopener for the Santa Margarita Water District (SMWD) Ranch Project.

Approved Action: Information Item.

- D. FY2022-23 O&M Budget Update and Proposed Budget Amendments

ACTION TAKEN

Motion was made by Director Ury and seconded by Director Goldman to approve the FY2022-03 O&M Budget Amendment totaling \$1,330,000.00.

Motion carried: Aye 8, Nay 0, Abstained 0, Absent 1
Director Dunbar Aye
Director Freshley Aye
Director Dopudja Aye
Director Collings Aye
Director Reinhart Aye
Director Shissler Aye
Director Ury Aye
Director Goldman Aye
Director Rebensdorf Absent

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H. Coastal Treatment Plant (CTP) Funding Strategy and Implementation Plan
[Project Committee 15]

There was a consensus of the PC 15 Board to direct the Acting General Manager to have the consultant revise the proposal and bring it back to the Finance Committee for review.

6. GENERAL MANAGER'S REPORTS

- A. Discussion and action regarding Trabuco Canyon Water District's proposed withdrawal from SOCWA and concurrent services agreement entitled, "SOCWA Withdrawal and Continued Services Agreement ("TCWD-SOCWA")

ACTION TAKEN

Motion was made by Director Ury and seconded by Director Freshley to approve the TCWD proposed Withdrawal from SOCWA and concurrent services agreement entitled "SOCWA Withdrawal and Continued Services Agreement ("TCWD-SOCWA").

Motion carried: Aye 8, Nay 0, Abstained 0, Absent 1

Director Dunbar	Aye
Director Freshley	Aye
Director Dopudja	Aye
Director Collings	Aye
Director Reinhart	Aye
Director Shissler	Aye
Director Ury	Aye
Director Goldman	Aye
Director Rebensdorf	Absent

- B. Discussion Regarding the Future Direction of South Orange County Wastewater Authority (SOCWA)

Director Collings stated this item would be addressed in the Facilitated Discussion portion of the meeting.

- C. General Counsel's Updates

Ms. Adriana Ochoa, General Counsel (Procopio), stated she would attend the CASA Quarterly meetings in Sacramento and report any information related to SOCWA.

- JPA Revision Process (Standing Item)

Ms. Ochoa noted the standing item on the JPA Revision Process would be revisited following the outcome of the Facilitated Discussions.

This was an information item; no action was taken.

- D. General Manager's Status Report

Mr. Burror, Acting General Manager/Director of Operations, gave a presentation on Trabuco Canyon Water Districts Termination Agreement to withdraw from SOCWA's JPA. An open discussion ensued.

This was an information item; no action was taken.

E. Upcoming Meetings Schedule

The upcoming meeting schedule was reported as noted below:

- May 4, 2023 – Board of Directors Regular Meeting
- May 4, 2023 – Board of Directors Special Facilitated Meeting
- May 9, 2023 – Executive Committee Meeting
- May 11, 2023 – Engineering Committee Meeting
- May 16, 2023 – Finance Committee Meeting
- May 18, 2023 – Board of Directors Special Meeting – Budget Workshop
- May 18, 2023 – Board of Directors Special Facilitated Meeting
- June 1, 2023 – Board of Directors Regular Meeting

This was an information item; no action was taken.

The Board of Directors convened to Closed Session at 9:02 a.m.
The Board of Directors reconvened to Open Session at 10:41 a.m.

7. CLOSED SESSION

- A. A Closed Session conference with labor negotiators was held pursuant to government code section § 54957.6 to discuss the SOCWA Employee Association.
- B. A Closed Session conference with labor negotiators was held pursuant to government code section § 54957.6 to discuss an Unrepresented Employee: Acting General Manager/Director of Operations.
- C. Report out of Closed Session – On behalf of Labor Counsel Brad Neufeld of Varner & Brandt, Director Collings stated there were no reportable actions.

8. OTHER MATTERS

None.

9. BREAK

The Board of Directors convened for a break at 9:50 a.m. to transition to the Facilitated Discussion agenda item and reconvened at 1012 a.m.

10. FACILITATED MEETING TO DISCUSS SOCWA GOVERNANCE

Mr. Lewis Michaelson of Katz & Associates and his associated team members Hanna Blome and Emily Michaelson facilitated the discussion session on SOCWA's Governance (see enclosed materials herewith).

The next Facilitated Meeting will be held May 18, 2023.

ADJOURNMENT

There being no further business, Director Collings adjourned the meeting at 1:11 p.m.

I HEREBY CERTIFY that the foregoing Minutes are a true and accurate copy of the Minutes of the Regular Meeting of the South Orange County Wastewater Authority Board of Directors on May 4, 2023, and approved by the Board of Directors of the South Orange County Wastewater Authority.

Danita Hirsh, Assistant Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

Draft Workshop Agenda
South Orange County Wastewater Authority (SOCWA)
May 4, 2023, 10 am – 2 pm
Working Group on SOCWA Future Direction

Workshop Goals:

1. Introduce workshop participants and facilitator
2. Set stage and ground rules for collaboration
3. Confirm purpose of workshops and participant expectations
4. Affirm a common vision and criteria for a successful outcome
5. Begin the process of identifying a Common Definition of the Challenge
6. Hear from ALL designated participants

10 am	Welcome, introductions, role of facilitator and review of workshop goals
10:20	Timeline and scope of discussions
10:35	Outcomes and expectations <ul style="list-style-type: none">• Individual and collective objectives for workshops• What constitutes a successful outcome of this process?• Consensus and collaboration primer
11:15	Synopsis of January “Blueprint” <ul style="list-style-type: none">• Definition of the Challenge
11:30	Synopsis of SCWD Proposal to Optimize SOCWA <ul style="list-style-type: none">• Definition of the Challenge
11:45	Lunch
12:15 pm	Definition of the Challenge <ul style="list-style-type: none">• Perspectives of rest of participants• Consensus Definition of the Challenge
1:00	SWOT Exercise on Status Quo <ul style="list-style-type: none">• Strengths• Weaknesses• Opportunities• Threats
1:40	Public Comment
1:55	Next steps and adjourn

Collaborative Problem Solving Approach

Positional Bargaining

- Positional bargaining is a *battle of wills*
- Positional bargaining is *hard on relationships*
- Positional bargaining *produces unwise agreements*
- Win-lose usually becomes
LOSE-LOSE

Positions Versus Interests

- Can't ask people to set aside their interests
- Can ask people to suspend their positions while participating in process
- Intent of collaborative problem solving is to articulate and understand stakeholders' interests so best solution can be crafted

Collaborative Problem Solving Approach

1. Develop a common definition of the problem
2. Develop objective criteria for evaluating the potential solution
3. Generate alternative solutions based on the problem definition
4. Evaluate alternatives using objective criteria
5. Seek consensus on alternative(s) that best meet criteria



Ground Rules of Collaborative Problem Solving

- Everyone's perspective is valued
- Listen to understand, not to debate
- Be hard on the issues – soft on the people
- Avoid right-wrong paradigms
- Everyone should have an equal opportunity to participate
- What's past is past – focus on the future

Outcomes of Collaborative Problem Solving

- Gain mutual respect for each other's interests
- Develop alternatives that respect everyone's interests
- Not uncommon to develop solutions that no one has imagined yet

Potential Topics/Dimensions

- Structure
- Membership
- Decision making
- Assets and ownership
- Costs for services
- Operations
- Staffing
- Liabilities
- Legal considerations
- Relationships

**South Orange County Wastewater Authority (SOCWA)
Working Group on SOCWA Future Direction**

Date and Time: May 4, 2023, 10am – 2pm

Location: Dana Hills Tennis Club
24911 Calle de Tennis, Dana Point, CA 92629

SOCWA Board Members Present

Bob Whalen	City of Laguna Beach
Kathryn Freshley	El Toro Water District
Mike Dunbar	Emerald Bay Service District
Doug Reinhart	Irvine Ranch Water District
Matt Collings	Moulton Niguel Water District
Frank Ury	Santa Margarita Water District
Scott Goldman	South Coast Water District

Supporting Roles

Jim Burror	SOCWA
Dan Ferons	Santa Margarita Water District
Rick Shintaku	South Coast Water District
Adriana Ochoa	Procopio Law
Lewis Michaelson	Participation by Design
Hannah Blome	Katz & Associates
Emily Fan Michaelson	Katz & Associates

Introductions and Background

Lewis Michaelson, facilitator, welcomed attendees and asked SOCWA board members to introduce themselves. L. Michaelson then explained his role as facilitator, reviewed the workshop goals, and discussed the timeline and scope of the workshop discussions as well as the collaborative problem-solving approach the group intends to use.

SOCWA board members received binders containing the workshop agenda and other background documents, to which additional documents will be added during subsequent workshops.

Potential Topics/Dimensions

L. Michaelson shared a list of potential topics and dimensions of the challenge that could be within the scope of the workshop discussions:

- Structure
- Membership

- Decision Making
- Assets and Ownership
- Costs for Services
- Operations
- Staffing
- Liabilities
- Legal Considerations
- Relationships

SOCWA board members made the following comments when asked their thoughts on the list of potential topics and dimensions:

- S. Goldman: A lot of these items can be evaluated at the staff level. My impression is that the board is going to focus on more of the governance issues.
- K. Freshley: The basic issue is should there even be a SOCWA? And if so, what is its purpose?

Outcomes and Expectations

L. Michaelson asked each SOCWA board member to define their individual and collective objectives for the workshops:

- K. Freshley: I have been on the SOCWA board for four years. It has been very much conflict-oriented. There have been disagreements. Now that wastewater has become an asset, I've recommended that we need to have the agency – all of us – participate. All the agencies need to be involved, so that whatever the solution is for SOCWA, it is one that we can all agree on. The only way to get there is to get everybody around the table and begin to talk about what are our expectations. Every one of us needs to identify our expectations, set aside past beliefs and be open.
- F. Ury: The macro issues will all play themselves out. The overriding importance is the overall governing structure. Having the ability for a board of directors to put our employees in a position to win – successfully in their careers, their jobs, financially – that is what is most important. For me this is more a governance discussion. With proper governance all of this will flush out on its own. The issues we have should have been handled years ago. Why wasn't it? The only reason we are discussing this now is because of the termination of PC-2. We have been paralyzed by inaction.
- D. Reinhart: SOCWA started in a collegial way. When we first started hitting some conflict in SOCWA, it was conflict over uneven liabilities and misunderstandings.
- M. Collings: The collaboration and conversation over the past couple of months has been very healthy. I hope to see more open dialogue. The same questions have been raised 5 years ago, 20 years ago, and continue to come up. What is the regional benefit we are all looking to gain here? SOCWA is losing members because the benefits from SOCWA do not outweigh the potential liabilities.

- M. Dunbar: There is a clear distinction between the mindset of customers along the coast and customers inland. Along the coast – Dana Point, Laguna Beach, South Coast, Emerald Bay – if anything happens there, it affects us immediately. Wastewater spills inland clearly affect that agency, but there are greater impacts along the coast. Emerald Bay has a vote, so we can protect our coasts. Emerald Bay is in support of some type of weighted vote, but there needs to be discussion about the guidelines of a weighted vote.
- S. Goldman: Make sure all the agencies have a say. Everything is split up, half our agency shares one plant, half shares another. There are inefficiencies in how SOCWA is arranged. SOCWA needs to change, but it does not need to go to the extremes of what was proposed by Moulton Niguel and Santa Margarita. We need to decide on something in the middle.
- B. Whalen: I am hoping for an informative discussion. SOCWA is a 50-year-old agency. Make a decision that is best for the agency and best regionally.

Synopsis of South OC Wastewater Optimization Blueprint

Dan Ferons presented a synopsis of the South OC Wastewater Optimization Blueprint, specifically the challenges SOCWA faces, not the proposed solution:

- Not only is SOCWA at a transition, but the whole water industry is also experiencing a transition.
- Emphasis is heavy on recycled water.
- If we are moving water from 400 to 600 miles away, we want to reuse it as much as we can. We still send 20,000 acre feet back into the ocean every year. How can we instead use that water?
- Environmental concerns exist on the coast and inland.
- Wastewater is becoming an asset, so now we must control it as an asset, i.e., where it comes from.
- Wastewater poses different concerns when you look at it as drinking water:
 - Source control implementations in drinking water standards: what is in watersheds, where the water comes from, etc.
 - We now have the same concerns for sewer sheds: concerns over water quality and what can be put into that wastewater.
 - We must adopt a different philosophy when looking at wastewater as drinking water.
 - With recycled water, if your plant goes down for a week or two, you can let your irrigation customers know – it is not going to have an impact. But if that is your emergency supply, you must operate that plant differently. How does that water move, where does it go, etc.?
- Concern 1: Operational control.
 - Split operational control and responsibility over treatment plants or rely on one agency to control operations?
- Concern 2: Focus on what is important for SOCWA as a region.
 - Permitting and regulations.
- Summary:
 - Governance: Focus on what is important from a regulatory point of view.

- Operations: Who is operating water treatment plants, and who has the efficiency to operate which plant.

M. Collings added:

- Is SOCWA equipped to advance potable reuse water?
- SOCWA is not equipped to address long-term debt financing but member agencies are.

Synopsis of South Coast Water District’s Proposal to Optimize SOCWA

Rick Shintaku presented a synopsis of the South Coast Water District’s (SCWD) Proposal to Optimize SOCWA, specifically the challenges SOCWA faces, not the proposed solution:

- The SOCWA structure, in theory, should work. I agree with what Matt Collings and Dan Ferons have to say. As an agency, we understand their key objectives. We understand the need for recycled water. There’s a need to control quality and quantity from that. However, we just wanted to explore alternative methods.
- SCWD’s assessment of the conflict:
 - Opportunities to improve SOCWA and address the specific goals and objectives of the member agencies can effectively be accomplished under SOCWA’s existing structure.
 - What’s missing is a framework for all SOCWA member agencies to work in partnership by engaging in a process to jointly develop proposals and constructively affect change.
 - Define service levels and performance benchmarks.
 - Identify areas for improvement.
- SCWD proposed key tasks and milestones (*original SCWD proposal indicated a December 2023 conclusion of tasks*):
 1. Facilitated process.
 - a. SCWD proposal indicated a December 2023 report of recommendations.
 2. Due diligence studies to support decision making.
 - a. Financial Study – November 2023.
 - b. Condition Assessments – December 2023.
 3. Evaluation of SOCWA agreements.
 - a. PC-2 agreement: Existing term extended to September 30, 2023 – April 2023.
 - b. Amend terms and conditions of PC and JPA agreements based on facilitated discussions – December 2023.
 - c. New agreements, such as recycled water flow/quality, contract opportunities, others, as applicable – December 2023.
- Specific issues for facilitated discussion to optimize SOCWA, identified by SCWD staff:
 - Operational terms
 - Costs
 - Compliance and liabilities
 - Decision making governance.
 - Connectivity to customers and rate payers
 - Staffing

- Partnerships
- Ownership of plants
- Performance: emergency response, communications, key performance indicators, etc.

Definition of the Challenge

L. Michaelson asked each SOCWA board member to share their perspective on the challenges SOCWA is facing to develop a common definition of the challenge:

- M. Dunbar: Governance.
- L. Michaelson: Managing wastewater as an asset was previously shared by a member.
- S. Goldman: Creating efficiencies.
- M. Collings: Substantially varied needs across member agencies.
- F. Ury: Making sure each agency's individual needs are addressed. Do we have everything on paper that the coastal agencies are looking for? Individual district concerns need to be defined for SOCWA with more clarity.
- S. Goldman: Fair distribution of liabilities.
- M. Dunbar: How to get customers and ratepayers involved.
- F. Ury: Environmental stewardship.
- K. Freshley: Complying with all the regulations being brought to member agencies.
- D. Reinhart: You can't forget the past – must understand the past before you address future issues.
- K. Freshley: Having the permits, so we can even function.
- M. Collings: We are facing substantial capital investments.
- K. Freshley: Ownership versus operation. Who is going to own the asset versus who is going to operate the asset.

SWOT Exercise on Status Quo

L. Michaelson led the group through a SWOT exercise. When asked what SOCWA's current strengths, weaknesses, opportunities and threats are, SOCWA board members responded:

Strengths

- M. Collings: Regional regulatory services.
- M. Collings: Employees.
- K. Freshley: Regulatory filings to regional board.
- S. Goldman: Wastewater treatment.
- B. Whalen: Wastewater as an asset.
- M. Collings: Shared procurements. SOCWA will go out and do RFPs and contracts with agencies that benefit beyond SOCWA.
- S. Goldman: Regional collaboration opportunities and the ability to meet regularly.
- K. Freshley: SOCWA is well represented at CASA.

Weaknesses

- M. Collings: Misalignment in decision making, cost, and liabilities.
- M. Collings: Complexity in accounting. Current accounting process is detailed and expensive.
- M. Collings: Complexity of understanding and decision making.
- F. Ury: Financial weaknesses. Lack of opportunity to fund capital projects.
- M. Dunbar: The JPA agreement is inconsistent, posing various legal opinions.
- F. Ury: No structured accountability. For example, if there's a leak, or if a project runs over, the entire board covers the liabilities, even if it was just one member agency at fault.
- M. Collings: No customer connectivity.
- M. Collings: Lack of efficiency.

Opportunities

- M. Collings: Enhance regulatory engagement and legislative involvement on wastewater related issues.
- B. Whalen: Reset for future potential.
- M. Dunbar: Restructure the financial complexity. It should be much simpler.
- S. Goldman: Improve efficiencies.
- S. Goldman: Modernize facilities.
- B. Whalen: Create a more collaborative organizational structure.
- F. Ury: Resetting wastewater management in South Orange County.
- S. Goldman: Create an environment for more regional collaboration.
- M. Collings: Opportunity to define how SOCWA can ensure regional benefits to all of South Orange County.
- M. Collings: Continue conversation about enhancing wastewater as a resource. This is focused on a project level but can be focused on a legislative level.

Threats

- S. Goldman: Aging infrastructure and limited staff resources.
- F. Ury: Other agencies eclipsing SOCWA.
- M. Collings: On the regulatory/legislative side, there is a threat of losing sight of regulations and not being prepared for regulations that come our way.
- M. Collings: Our inability to make decisions leads to expiring agreements and lack of certainty in SOCWA staff, which eventually leads to loss of staff.
- B. Whalen: Litigation amongst members.
- F. Ury: More agencies leaving SOCWA.
- K. Freshley: SOCWA provides the legislative influence that could prevent a threat. If we are not participating in the legislation, we could be threatened by state government. Our weaknesses may lead to a lack of voice in legislation.
- F. Ury: Lack of effectiveness.

Public Comment

Members of the public had the opportunity to make a comment before the conclusion of the workshop. One comment was given by Roger Butow expressing his desire for One Water in South Orange County and that he is looking to this group for the future of water in South Orange County.

Next Steps

L. Michaelson asked each SOCWA board member to submit a list of up to seven bullets by May 11, 2023 describing the most important needs of their agency that would need to be met in order for their agency to feel good about supporting a proposed approach developed from the collaboration process that began today. The next workshop is scheduled for May 18, 2023 at 10am at the Dana Hills Tennis Club.

Flipchart Notes

Challenges:

- Governance
- Wastewater as an asset
- Efficiencies
- Substantially varied interests
- Filling in holes
- Fair distribution of liabilities/reduction
- Customer involvement
- Environmental stewardship
- Regulation compliance
- Effective permitting
- Financing substantial capital investments
- Ownership versus operations

SWOT Exercise:

Strengths

- Regional regulatory and permitting services
- Employees
- Regulatory controls – regional board
- Wastewater treatment expertise
- Wastewater is an asset
- Shared procurements
- Regional collaboration opportunities
- CASA – well represented by SOCWA

Weaknesses

- Misalignment of decision making
- Misalignment of cost and liabilities
- Accounting complexities
- Governing and relationship complexities
- Lack of opportunity to fund capital projects
- JPA inconsistencies
- Various legal complexities
- Lack of structured accountabilities
- Lack of customer connectivity
- Lack of efficiency
- Limited staff resources

Opportunities

- Enhance regulatory and legislative involvement of wastewater issues
- Reset organization for future potential
- Restructure financial complexity
- Improve efficiencies
- Modernize facilities
- Create collaborative organizational structure
- Reset wastewater management in South Orange County
- Create environment for regional collaboration in South Orange County
- Define how to restructure governance to ensure regional benefits
- Transform use of wastewater as an asset
- Regional collaboration on a project and policy level

Threats

- Aging infrastructure
- Being passed over
- Losing sight of and being unprepared for potential regulations
- Inability to make decisions – expiring agreements, staff uncertainty
- Litigation among members
- Member agencies leaving SOCWA
- Loss of expertise and voice in legislation
- Lack of effectiveness

Agenda Item

5.B.

Board of Directors Meeting

Meeting Date: June 1, 2023

TO: Board of Directors

FROM: Jim Burror, Acting General Manager/Director of Operations

STAFF CONTACT: Mary Carey, Finance Controller

SUBJECT: Financial Reports for the Month of March 2023

Summary/Discussion

The following selected financial reports are routinely provided monthly to the Finance Committee for recommendation to the Board of Directors to ratify Cash Disbursements and receive and file the remaining documents.

The reports included are as follows:

1. Summary of Disbursements for March 2023 (Exhibit A)
2. Schedule of Funds Available for Reinvestment (Exhibit B)
 - Local Agency Investment Fund (LAIF)
3. Schedule of Cash and Investments (Exhibit C)
4. Capital Schedule (Exhibit D)
 - Capital Projects – Graph (Exhibit D-1)
5. Budget vs. Actual Expenses:
 - Operations and Environmental Summary (Exhibit E-1)
 - Operations and Environmental by PC (E-1.2)
 - Residual Engineering, after transfer to Capital (Exhibit E-2)
 - Administration (Exhibit E-3)
 - Information Technology (IT) (Exhibit E-4)

Fiscal Impact

March 2023 cash disbursements were: \$ 2,814,904.

- Monthly disbursements are summarized in the attached Exhibit A.
- The attached Exhibits B, C, D, and E are informational reports only.

Recommended Action: The Finance Committee recommends that the Board of Directors ratify the March 2023 disbursements, \$ 2,814,904, for the period from March 1, 2023, through March 31, 2023, and to receive and file the March 2023 Financial Reports as submitted.

Exhibit A

**South Orange County Wastewater Authority
Summary of Disbursements for March 2023
Staff Recommendation of Fiscal Matters**

	<u>Actual</u>
General Fund	\$ (467,216)
PC 2 - Jay B. Latham Plant	(1,008,030)
PC 5 - San Juan Creek Ocean Outfall	(25,041)
PC 8 - Pretreatment Program	(17,341)
PC 12 SO - Water Reclamation Permits	(26,827.71)
PC 15 - Coastal Treatment Plant/AWT	(334,770)
PC 17 - Joint Regional Wastewater Reclamation	(905,788)
PC 21 - Effluent Transmission Main	(492)
PC 23 - North Coast Interceptor	-
PC 24 - Aliso Creek Ocean Outfall	(29,399)
Total	<u><u>\$ (2,814,904)</u></u>

**SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
SCHEDULE OF FUNDS AVAILABLE FOR REINVESTMENT
as of March 31, 2023**

CASH IN BANK: (BEGINNING BAL.)	\$	1,552,258
L.A.I.F. FUNDS: (BEGINNING BAL.)		8,145,525
DEPOSITS, TRANSFERS & ADJUSTMENTS:		18,993
FUND REQUIREMENTS:		
BILLS FOR CONSIDERATION ¹		(2,814,904)
TOTAL CASH IN BANK	\$	6,901,872

¹ GL postings.

In accordance with Government Code 53646(c), since all funds are placed in the State LAIF, staff has included in the Financial Packet, the most current statement from the State LAIF, in lieu of the report required by Government Code 53646(b)(1).

In accordance with requirements of the Government Code and the "SOCWA Investment Policy", I hereby certify that:

- 1). All investment actions executed since the last report have been made in full compliance with the Investment Policy.
- 2). SOCWA does not have sufficient funds currently on hand to meet its expenditure obligations for the next six months (see note) due to the fact that SOCWA bills and receives operational funds on a quarterly basis only.

James Burror
General Manager

Note: Operational funds are collected on a quarterly basis at the beginning of the quarter. Capital funds are collected on a quarterly basis in connection with projected needs. Member agencies have pledged to have funds available to meet all obligations.



PMIA/LAIF Performance Report as of 04/19/23



PMIA Average Monthly Effective Yields⁽¹⁾

March	2.831
February	2.624
January	2.425

Quarterly Performance Quarter Ended 03/31/23

LAIF Apportionment Rate ⁽²⁾ :	2.74
LAIF Earnings Ratio ⁽²⁾ :	0.00007493902135155
LAIF Fair Value Factor ⁽¹⁾ :	0.986510329
PMIA Daily ⁽¹⁾ :	2.87
PMIA Quarter to Date ⁽¹⁾ :	2.63
PMIA Average Life ⁽¹⁾ :	275

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 03/31/23 \$191.2 billion

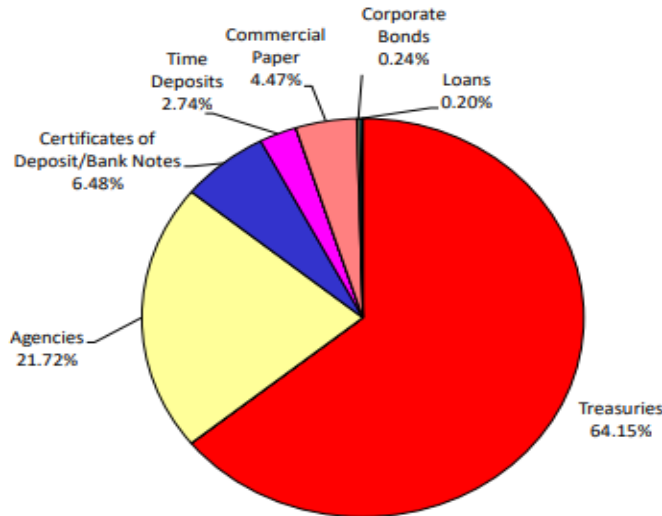


Chart does not include \$3,085,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

Exhibit C

**South Orange County Wastewater Authority
Schedule of Cash and Investments
as of March 31, 2023**

MVA	\$ 11,279	(A)
A/P Checking	1,111,932	(B)
Payroll Checking	108,136	(C)
State LAIF	5,670,525	(D)
Total Cash in Bank¹	\$ 6,901,872	
Petty Cash	1,600	(E)
Total Operating Cash	\$ 6,903,472	
OPEB Trust	6,002,821	(F)
Total Cash and Investments	\$ 12,906,293	

¹Bank balance at the end of a month may differ from an accounting closing balance as there may be in-transit items that haven't cleared the bank.

Notes:

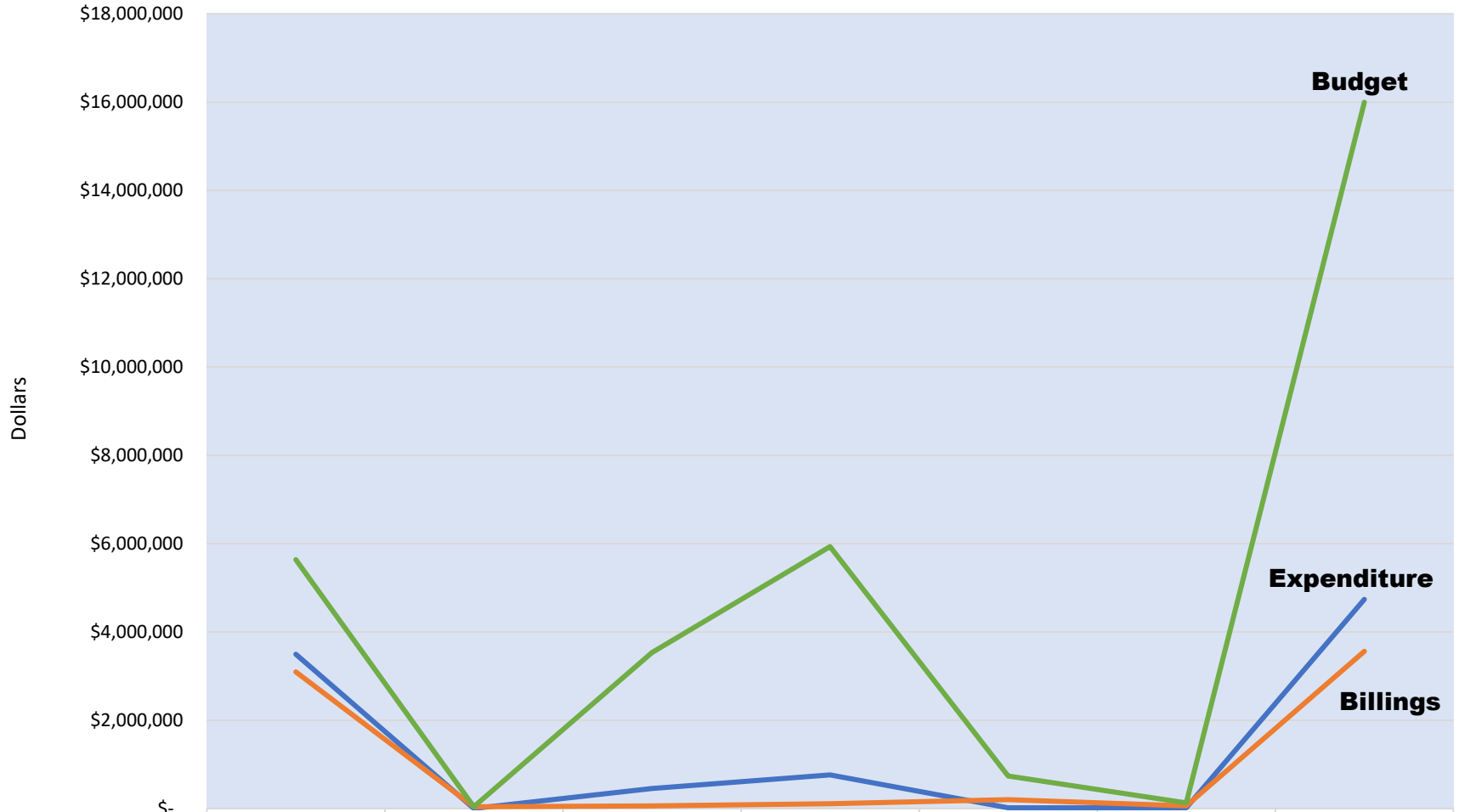
- (A) Interest bearing account; all cash receipts are deposited in this account and later moved to the LAIF account.
- (B) Accounts Payable Checks are drawn against this account; money is transferred to this account, as needed, from the LAIF account.
- (C) Payroll including payroll taxes and related liabilities are drawn against this account; money is transferred into this account, as needed, from the LAIF account.
- (D) California State Local Agency Investment Fund (LAIF) balance.
- (E) Cash on hand with GM's office and held by Chief Operators at each Treatment facility.
- (F) OPEB Trust Fund; these funds can only be used for Retiree Health Benefits.

**South Orange County Wastewater Authority
Capital Projects Summaries
For the Period Ended March 31, 2023
(in dollars)**

FY 2022-23 Budget vs. Actual Spending								
<u>Description¹</u>	Capital Budget	Fiscal Year Spending	(Over)/ Under Budget	% Expended	Member Agency Billed	Member Agency Collections	Open Receivables	%¹ Expended vs. Billed
PC 2-JB Latham	\$ 5,638,569	\$ 3,495,117	\$ 2,143,452	62.0%	\$ 3,095,405	\$ 3,095,405	\$ -	112.9%
PC 5-San Juan Creek Outfall	39,064	-	39,064	-	39,064	39,064	-	-
PC 15-Coastal	3,529,980	449,964	3,080,016	12.7%	56,250	56,250	-	799.9%
PC 17-Regional	5,928,616	760,885	5,167,731	12.8%	109,155	109,155	-	697.1%
PC 21 Effluent Transmission	732,810	16,412	716,398	2.2%	200,000	200,000	-	8.2%
PC 24 Aliso Creek Outfall	127,065	14,340	112,725	11.3%	60,100	60,100	-	23.9%
Total Large Capital	\$ 15,996,104	\$ 4,736,718	\$ 11,259,386	29.6%	\$ 3,559,974	\$ 3,559,974	\$ -	133.1%
Non-Capital Engineering	217,326	41,153	176,173	18.9%	75,000	75,000	-	54.9%
Non-Capital Misc Engineering	17,500	100,609	(83,109)	574.9%	-	-	-	-
Small Internal Capital	2,061,000	947,342	1,113,658	46.0%	1,545,750	1,545,750	-	61.3%
Total Capital	\$ 18,291,930	\$ 5,825,822	\$ 12,466,108	31.8%	\$ 5,180,724	\$ 5,180,724	\$ -	112.5%

¹All Project Committees had cash on hand at the end of FY 2021-22 to help cover the current year expenditures.

Large Capital Projects Fiscal Year 2022-23 Budget vs. Exhibit D-1 Year-to-Date Expenditures & Billings as of 3/31/2023



	PC 2-JB Latham	PC 5-San Juan Creek Outfall	PC 15-Coastal	PC 17-Regional	PC 21 Effluent Transmission	PC 24 Aliso Creek Outfall	Total Large Capital
Spent - YTD 3/31/2023	\$3,495,117	\$-	\$449,964	\$760,885	\$16,412	\$14,340	\$4,736,718
FY 22-23 Billings	\$3,095,405	\$39,064	\$56,250	\$109,155	\$200,000	\$60,100	\$3,559,974
Capital Budget FY 22-23	\$5,638,569	\$39,064	\$3,529,980	\$5,928,616	\$732,810	\$127,065	\$15,996,104

South Orange County Wastewater Authority
O & M & Environmental Safety Costs Summary¹
 For the Period Ended March 31, 2023
 (in dollars)

	FY 2022-23 Budget	Board Approved Expenditures*	Adjusted Budget	Actual	(Over)/Under Budget	% Expended		
Salary and Fringe								
5000--***	Regular Salaries-O&M		4,931,084	4,931,084	3,370,274	1,560,810	68.3%	
5001--***	Overtime Salaries-O&M		73,524	73,524	107,126	(33,602)	145.7% (1)	
5306--***	Scheduled Holiday Work		86,468	86,468	60,294	26,174	69.7%	
5315--***	Comp Time - O&M		16,920	16,920	18,200	(1,280)	107.6% (1)	
5401--***	Fringe Benefits IN to PC's & Depts.		2,572,272	2,572,272	2,022,164	550,108	78.6% (7)	
5700--***	Standby Pay		70,000	70,000	50,960	19,040	72.8%	
	Total Payroll Costs		7,750,268	-	7,750,268	5,629,018	2,121,250	72.6%
Other Expenses								
5002--***	Electricity	50,000	1,253,828	1,303,828	966,889	336,939	74.2%	
5003--***	Natural Gas	205,000	268,200	473,200	418,628	54,572	88.5% (2)	
5004--***	Potable & Reclaimed Water		87,008	87,008	59,001	28,007	67.8%	
5005--***	Co-generation Power Credit		(1,050,004)	(1,050,004)	(745,637)	(304,367)	71.0%	
5006--***	Chlorine/Sodium Hypochlorite		554,000	554,000	341,256	212,744	61.6% (2)	
5007--***	Polymer Products	70,000	789,548	859,548	720,113	139,435	83.8% (2)	
5008--***	Ferric Chloride	125,000	688,256	813,256	753,174	60,082	92.6% (2)	
5009--***	Odor Control Chemicals		117,572	117,572	110,233	7,339	93.8% (2)	
5010--***	Other Chemicals - Misc.		2,004	2,004	-	2,004	-	
5011--***	Laboratory Services		65,724	65,724	30,292	35,432	46.1%	
5012--***	Grit Hauling		124,472	124,472	109,758	14,714	88.2%	
5013--***	Landscaping		219,008	219,008	148,251	70,757	67.7%	
5015--***	Management Support Services	90,000	501,512	591,512	116,103	475,409	19.6%	
5017--***	Legal Fees	30,000	23,688	53,688	35,740	17,948	66.6%	
5018--***	Public Notices/ Public Relations		3,732	3,732	-	3,732	-	
5019--***	Contract Services Misc.		320,996	320,996	247,610	73,387	77.1%	
5021--***	Small Vehicle Expense		32,104	32,104	23,158	(9,946)	100.2% (3)	
5022--***	Miscellaneous Expense		15,988	15,988	3,031	12,957	19.0%	
5023--***	Office Supplies - All		46,008	46,008	23,374	22,634	50.8%	
5024--***	Petroleum Products	15,000	34,000	49,000	18,792	30,208	38.4%	
5025--***	Uniforms		71,004	71,004	71,028	(24)	100.0%	
5026--***	Small Vehicle Fuel		22,764	22,764	13,209	9,555	58.0%	
5027--***	Insurance - Property/Liability		491,248	491,248	464,254	26,994	94.5% (3)	
5028--***	Small Tools & Supplies		80,600	80,600	53,565	27,035	66.5%	
5030--***	Trash Disposal		8,500	8,500	7,183	1,317	84.5%	
5031--***	Safety Program & Supplies		112,712	112,712	109,732	2,980	97.4%	
5032--***	Equipment Rental		7,004	7,004	12,850	(5,846)	183.5% (4)	
5033--***	Recruitment		2,316	2,316	3,016	(700)	130.2%	
5034--***	Travel Expense/Tech. Conferences		73,736	73,736	16,189	57,547	22.0%	
5035--***	Training Expense		73,052	73,052	33,138	39,914	45.4%	
5036--***	Laboratory Supplies		121,144	121,144	113,631	7,513	93.8%	
5037--***	Office Equipment		25,992	25,992	5,497	20,495	21.1%	
5038--***	Permits		593,908	593,908	572,124	21,784	96.3% (3)	
5039--***	Membership Dues/Fees		25,120	25,120	8,381	16,739	33.4%	
5044--***	Offshore Monitoring		80,000	80,000	83,064	(3,064)	103.8%	
5045--***	Offshore Biochemistry - 20B		30,004	30,004	-	30,004	-	
5046--***	Effluent Chemistry		44,992	44,992	42,228	2,764	93.9%	
5047--***	Access Road Expenses		45,000	45,000	-	45,000	-	
5048--***	Storm Damage		21,000	21,000	9,662	11,338	0.5	
5049--***	Biosolids Disposal	355,000	1,568,996	1,923,996	1,341,104	582,892	69.7%	
5050--***	Contract Services Generators - 29A		28,008	28,008	19,958	8,050	71.3%	
5052--***	Janitorial Services		101,004	101,004	58,387	42,617	57.8%	

South Orange County Wastewater Authority
O & M & Environmental Safety Costs Summary¹
 For the Period Ended March 31, 2023
 (in dollars)

		FY 2022-23 Budget	Board Approved Expenditures*	Adjusted Budget	Actual	(Over)/Under Budget	% Expended
5053--***	Contract Serv - Digester Cleaning - 29E	60,000		60,000	33,762	26,238	56.3%
5054--***	Diesel Truck Maint	41,996		41,996	29,893	12,103	71.2%
5055--***	Diesel Truck Fuel	11,496		11,496	10,572	924	92.0% (2)
5056--***	Maintenance Equip. & Facilities (Solids)	361,000		361,000	250,129	110,871	69.3%
5057--***	Maintenance Equip. & Facilities (Liquids)	589,996		589,996	410,872	179,124	69.6%
5058--***	Maintenance Equip. & Facilities (Common)	90,008		90,008	74,503	15,505	82.8% (5)
5059--***	Maintenance Equip. & Facilities (Co-Gen)	715,996	125,000	840,996	802,617	38,379	95.4% (6)
5060--***	Maintenance Equip. & Facilities (AWT)	88,000		88,000	44,877	43,123	51.0%
5061--***	Mileage	3,652		3,652	3,639	13	99.6%
5068--***	MNWD Potable Water Supplies & Svcs.	44,000		44,000	18,946	25,054	43.1%
5076--***	SCADA Infrastructure	92,128		92,128	56,892	35,236	61.8%
5077--***	IT Direct	45,004		45,004	41,822	3,182	92.9% (3)
5105--***	Co-Generation Power Credit - Offset	1,050,000		1,050,000	745,637	304,363	71.0%
5303--***	Group Insurance Waiver	18,000		18,000	11,658	6,342	64.8%
5305--***	Medicare Tax Payments for Employees	2,388		2,388	1,522	866	63.7%
5309--***	Operating Leases	28,004		28,004	12,472	15,532	44.5%
5705--***	Monthly Car Allowance	35,400		35,400	23,698	11,702	66.9%
5797--***	Verily Stipends - WastewaterSCAN Monitoring	-		-	(13,500)	13,500	0.0%
5799--***	Zephyr Wall Costs Share-O&M	(14,000)		(14,000)	(14,000)	-	100.0%
6500--***	IT Allocations in to PC's & Depts.	609,236		609,236	387,763	221,473	63.6%
	Total Other Expenses	11,589,052	1,065,000	12,654,052	9,351,738	3,302,314	73.9%
	Total O&M Expenses	19,339,320	1,065,000	20,404,320	14,980,756	5,423,564	73.4%

¹ This report intends to monitor the Annual Budget % Expended at the Project Committee and Functional Department levels.

The financial information contained in this report, in some cases, is based on the full accrual basis of accounting, whereby expenses are recognized in the period in which the liability is incurred, i.e., payroll and fringe benefits.

There are instances where we will include the total expense for the entire accounting fiscal year if the information is available, i.e., property and liability insurance premiums.

The audited financial statements for the fiscal year recognize all expenses on the full accrual basis of accounting.

- (1) Power emergencies to date between the three (3) Treatment Plants.
- (2) Chemical, fuel, and utilities increased with inflation and supply chain disruptions more than budgeted.
- (3) These are non-linear expenses that are primarily incurred in the first quarter of the Fiscal Year.
- (4) Several pieces are being rented due to delays associated with receiving newly purchased units.
- (5) JBL installed and replaced a failed welding fume hood. CTP implemented additional fire hardening recommendations from OCFA.
- (6) Completed both 30k and 40k Cogen services for the Fiscal Year.
- (7) The fringe rate was increased to 60% year-to-date from the budgeted 52.2 % based on an updated forecast; the change is primarily due to lower labor costs; there are openings in O&M and Engineering.

South Orange County Wastewater Authority
O&M Budget vs. Actual Comparison by PC¹
 For the Period Ended March 31, 2023
 (in dollars)

		FY 2022-23 Budget	Board Approved Expenditures*	Adjusted Budget	Actual	(Over)/Under Budget	% Expended
02 - Jay B. Latham Plant							
Salary and Fringe							
02-5000-**-**-**	Regular Salaries-O&M	1,699,352		1,699,352	1,184,936	514,416	69.7%
02-5001-**-**-**	Overtime Salaries-O&M	27,144		27,144	45,859	(18,715)	168.9% (1)
02-5306-**-**-**	Scheduled Holiday Work	37,836		37,836	26,583	11,253	70.3%
02-5315-**-**-**	Comp Time - O&M	8,056		8,056	7,018	1,038	87.1% (1)
02-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	886,460		886,460	710,962	175,498	80.2% (15)
02-5700-**-**-**	Standby Pay	26,000		26,000	19,825	6,175	76.3%
	Total Payroll Costs	2,684,848	-	2,684,848	1,995,182	689,666	74.3%
Other Expenses							
02-5002-**-**-**	Electricity	534,828	50,000	584,828	545,170	39,658	93.2% (2)
02-5003-**-**-**	Natural Gas	165,128	70,000	235,128	199,518	35,610	84.9% (2)
02-5004-**-**-**	Potable & Reclaimed Water	26,004		26,004	21,426	4,578	82.4%
02-5006-**-**-**	Chlorine/Sodium Hypochlorite	9,000		9,000	26,440	(17,440)	293.8% (2)
02-5007-**-**-**	Polymer Products	319,544	40,000	359,544	281,142	78,402	78.2% (2)
02-5008-**-**-**	Ferric Chloride	255,252	40,000	295,252	241,031	54,221	81.6% (2)
02-5009-**-**-**	Odor Control Chemicals	23,568		23,568	21,890	1,678	92.9% (2)
02-5010-**-**-**	Other Chemicals - Misc.	1,000		1,000	-	1,000	-
02-5011-**-**-**	Laboratory Services	19,712		19,712	7,412	12,300	37.6%
02-5012-**-**-**	Grit Hauling	59,468		59,468	65,702	(6,234)	110.5% (2)
02-5013-**-**-**	Landscaping	77,004		77,004	52,655	24,349	68.4%
02-5015-**-**-**	Management Support Services	30,008		30,008	22,012	7,996	73.4%
02-5017-**-**-**	Legal Fees	4,996	30,000	34,996	18,822	16,174	53.8%
02-5019-**-**-**	Contract Services Misc.	82,000		82,000	82,598	(598)	100.7%
02-5021-**-**-**	Small Vehicle Expense	11,000		11,000	10,295	705	93.6% (3)
02-5022-**-**-**	Miscellaneous Expense	8,000		8,000	623	7,377	7.8%
02-5023-**-**-**	Office Supplies - All	29,000		29,000	11,253	17,747	38.8%
02-5024-**-**-**	Petroleum Products	11,000		11,000	6,261	4,739	56.9%
02-5025-**-**-**	Uniforms	34,008		34,008	31,835	2,173	93.6%
02-5026-**-**-**	Small Vehicle Fuel	10,004		10,004	5,642	4,362	56.4%
02-5027-**-**-**	Insurance - Property/Liability	167,039		167,039	161,680	5,359	96.8% (4)
02-5028-**-**-**	Small Tools & Supplies	38,000		38,000	22,491	15,509	59.2%
02-5030-**-**-**	Trash Disposal	3,000		3,000	1,381	1,619	46.0%
02-5031-**-**-**	Safety Program & Supplies	39,248		39,248	36,746	2,502	93.6%
02-5032-**-**-**	Equipment Rental	3,000		3,000	274	2,726	0.09
02-5033-**-**-**	Recruitment	1,000		1,000	1,301	(301)	130.1%
02-5034-**-**-**	Travel Expense/Tech. Conferences	20,596		20,596	4,900	15,696	23.8%
02-5035-**-**-**	Training Expense	25,352		25,352	11,264	14,088	44.4%
02-5036-**-**-**	Laboratory Supplies	21,000		21,000	16,178	4,822	77.0%
02-5037-**-**-**	Office Equipment	13,000		13,000	418	12,582	3.2%
02-5038-**-**-**	Permits	26,500		26,500	19,944	6,556	75.3% (4)
02-5039-**-**-**	Membership Dues/Fees	5,808		5,808	2,809	2,999	48.4%
02-5049-**-**-**	Biosolids Disposal	687,000	180,000	867,000	434,128	432,872	50.1%
02-5050-**-**-**	Contract Services Generators - 29A	10,004		10,004	15,907	(5,903)	159.0%
02-5052-**-**-**	Janitorial Services	47,000		47,000	27,391	19,609	58.3%
02-5053-**-**-**	Contract Serv - Digester Cleaning - 29E	60,000		60,000	33,762	26,238	56.3%
02-5054-**-**-**	Diesel Truck Maint	21,996		21,996	15,217	6,779	69.2%
02-5055-**-**-**	Diesel Truck Fuel	2,996		2,996	3,799	(803)	126.8% (2)
02-5056-**-**-**	Maintenance Equip. & Facilities (Solids)	150,000		150,000	154,382	(4,382)	102.9% (5)
02-5057-**-**-**	Maintenance Equip. & Facilities (Liquids)	230,000		230,000	167,238	62,762	72.7%
02-5058-**-**-**	Maintenance Equip. & Facilities (Common)	29,000		29,000	39,017	(10,017)	134.5% (6)
02-5059-**-**-**	Maintenance Equip. & Facilities (Co-Gen)	277,000		277,000	202,780	74,220	73.2%
02-5061-**-**-**	Mileage	2,148		2,148	1,254	894	58.4%
02-5076-**-**-**	SCADA Infrastructure	27,832		27,832	18,964	8,868	68.1%
02-5077-**-**-**	IT Direct	15,004		15,004	13,941	1,063	92.9% (4)
02-5303-**-**-**	Group Insurance Waiver	7,204		7,204	4,902	2,302	68.0%
02-5309-**-**-**	Operating Leases	22,000		22,000	12,472	9,528	56.7%
02-5705-**-**-**	Monthly Car Allowance	22,800		22,800	14,199	8,601	62.3%
02-5797-**-**-**	Verily Stipends - WastewaterSCAN Monitoring	-		-	(4,500)	4,500	100.0%
02-5799-**-**-**	Zephyr Wall Costs Share-O&M	(14,000)		(14,000)	(14,000)	-	100.0%
02-6500-**-**-**	IT Allocations in to PC's & Depts.	211,980		211,980	134,918	77,062	63.6%
	Total Other Expenses	3,884,031	410,000	4,294,031	3,206,881	1,087,150	74.7%
	Total Expenses	6,568,879	410,000	6,978,879	5,202,063	1,776,816	74.5%

South Orange County Wastewater Authority
O&M Budget vs. Actual Comparison by PC¹
For the Period Ended March 31, 2023
(in dollars)

		FY 2022-23 Budget	Board Approved Expenditures*	Adjusted Budget	Actual	(Over)/Under Budget	% Expended
05 - San Juan Creek Ocean Outfall							
Salary and Fringe							
05-5000-**-**-**	Regular Salaries-O&M	108,564		108,564	85,188	23,376	78.5%
05-5001-**-**-**	Overtime Salaries-O&M	72		72	296	(224)	410.4%
05-5306-**-**-**	Scheduled Holiday Work	440		440	88	352	20.0%
05-5315-**-**-**	Comp Time - O&M	-		-	32	(32)	100.0%
05-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	56,628		56,628	51,113	5,515	90.3% (15)
	Total Payroll Costs	165,704	-	165,704	136,717	28,987	82.5%
Other Expenses							
05-5015-**-**-**	Management Support Services	125,004	45,000	170,004	35,605	134,399	20.9%
05-5017-**-**-**	Legal Fees	2,008		2,008	1,565	443	77.9%
05-5022-**-**-**	Miscellaneous Expense	-		-	36	(36)	100.0%
05-5026-**-**-**	Small Vehicle Fuel	500		500	-	500	-
05-5027-**-**-**	Insurance - Property/Liability	18,420		18,420	17,191	1,229	93.3% (4)
05-5031-**-**-**	Safety Supplies	1,004		1,004	-	1,004	-
05-5034-**-**-**	Travel Expense/Tech. Conferences	5,592		5,592	2,623	2,969	46.9%
05-5035-**-**-**	Training Expense	2,500		2,500	31	2,469	0.01
05-5036-**-**-**	Laboratory Supplies	35,000		35,000	26,376	8,624	75.4%
05-5038-**-**-**	Permits	275,000		275,000	272,360	2,640	99.0% (4)
05-5039-**-**-**	Membership Dues/Fees	2,000		2,000	-	2,000	-
05-5044-**-**-**	Offshore Monitoring	40,000		40,000	43,492	(3,492)	108.7% (7)
05-5045-**-**-**	Offshore Biochemistry - 20B	15,004		15,004	-	15,004	-
05-5046-**-**-**	Effluent Chemistry	22,496		22,496	30,640	(8,144)	136.2% (8)
05-5058-**-**-**	Maintenance Equip. & Facilities (Common)	1,004		1,004	-	1,004	-
05-6500-**-**-**	IT Allocations in to PC's & Depts.	13,148		13,148	8,368	4,780	63.6%
	Total Other Expenses	558,680	45,000	603,680	438,286	165,394	72.6%
	Total Expenses	724,384	45,000	769,384	575,003	194,381	74.7%
08 - Pre Treatment							
Salary and Fringe							
08-5000-**-**-**	Regular Salaries-O&M	116,396		116,396	77,969	38,427	67.0%
08-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	60,716		60,716	46,782	13,934	77.0% (15)
	Total Payroll Costs	177,112	-	177,112	124,751	52,361	70.4%
Other Expenses							
08-5011-**-**-**	Laboratory Services	3,004		3,004	1,610	1,394	53.6%
08-5015-**-**-**	Management Support Services	20,004		20,004	-	20,004	-
08-5017-**-**-**	Legal Fees	2,672		2,672	605	2,067	22.6%
08-5018-**-**-**	Public Notices/ Public Relations	3,732		3,732	-	3,732	-
08-5021-**-**-**	Small Vehicle Expense - 31A	1,100		1,100	-	1,100	-
08-5022-**-**-**	Miscellaneous Expense	1,984		1,984	-	1,984	-
08-5026-**-**-**	Small Vehicle Fuel - 37A	1,256		1,256	-	1,256	-
08-5027-**-**-**	Insurance - Property/Liability	6,141		6,141	5,731	410	93.3% (4)
08-5028-**-**-**	Small Tools & Supplies	3,600		3,600	109	3,491	3.0%
08-5034-**-**-**	Travel Expense/Tech. Conferences	3,496		3,496	1,158	2,338	0.33
08-5035-**-**-**	Training Expense	2,000		2,000	972	1,028	-
08-5038-**-**-**	Permits and Fines	504		504	-	504	-
08-5039-**-**-**	Membership Dues/Fees	796		796	452	344	56.8%
08-6500-**-**-**	IT Allocations in to PC's & Depts.	14,092		14,092	8,971	5,121	63.7%
	Total Other Expenses	64,381	-	64,381	19,608	44,773	30.5%
	Total Expenses	241,493	-	241,493	144,359	97,134	59.8%
12 - Water Reclamation Permits							
Salary and Fringe							
12-5000-**-**-**	Regular Salaries-O&M	88,952		88,952	27,912	61,040	31.4%
12-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	46,400		46,400	16,747	29,653	36.1% (15)
	Total Payroll Costs	135,352	-	135,352	44,660	90,692	33.0%
Other Expenses							
12-5015-**-**-**	Management Support Services	164,996		164,996	-	164,996	0.0%
12-5017-**-**-**	Legal Fees	2,000		2,000	200	1,800	0.10
12-5027-**-**-**	Insurance - Property/Liability	8,884		8,884	8,291	593	93.3% (4)
12-5034-**-**-**	Travel Expense/Tech. Conferences	4,796		4,796	606	4,190	12.6%
12-5038-**-**-**	Permits	22,508		22,508	24,687	(2,179)	109.7% (4)
12-5039-**-**-**	Membership Dues/Fees	68		68	-	68	-
12-6500-**-**-**	IT Allocations in to PC's & Depts.	10,764		10,764	6,855	3,909	63.7%
	Total Other Expenses	214,016	-	214,016	40,640	173,376	19.0%
	Total Expenses	349,368	-	349,368	85,299	264,069	24.4%

South Orange County Wastewater Authority
O&M Budget vs. Actual Comparison by PC¹
 For the Period Ended March 31, 2023
 (in dollars)

FY 2022-23 Budget	Board Approved Expenditures*	Adjusted Budget	Actual	(Over)/Under Budget	% Expended
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15 - Coastal Treatment Plant

Salary and Fringe

15-5000-**-**-**	Regular Salaries-O&M	954,888	954,888	670,284	284,604	70.2%	
15-5001-**-**-**	Overtime Salaries-O&M	11,216	11,216	17,280	(6,064)	154.1% (1)	
15-5306-**-**-**	Scheduled Holiday Work	15,672	15,672	7,742	7,930	49.4%	
15-5315-**-**-**	Comp Time - O&M	1,996	1,996	4,515	(2,519)	226.2% (1)	
15-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	498,120	498,120	402,170	95,950	80.7% (15)	
15-5700-**-**-**	Standby Pay	17,000	17,000	7,020	9,980	41.3%	
	Total Payroll Costs	1,498,892	-	1,498,892	1,109,010	389,882	74.0%

Other Expenses

15-5002-**-**-**	Electricity	235,000	235,000	241,576	(6,576)	102.8% (2)	
15-5003-**-**-**	Natural Gas	3,000	3,000	5,465	(2,465)	182.2%	
15-5004-**-**-**	Potable & Reclaimed Water	25,004	25,004	16,408	8,596	65.6%	
15-5006-**-**-**	Chlorine/Sodium Hypochlorite	90,000	90,000	76,842	13,158	85.4% (2)	
15-5007-**-**-**	Polymer Products	1,000	1,000	-	1,000	-	
15-5008-**-**-**	Ferric Chloride	70,000	55,000	125,000	14,177	88.7% (2)	
15-5009-**-**-**	Odor Control Chemicals	52,004	52,004	38,597	13,407	74.2%	
15-5011-**-**-**	Laboratory Services	20,000	20,000	6,698	13,302	33.5%	
15-5012-**-**-**	Grit Hauling	21,004	21,004	15,298	5,706	72.8%	
15-5013-**-**-**	Landscaping	57,000	57,000	45,627	11,373	80.0%	
15-5015-**-**-**	Management Support Services	11,500	11,500	6,960	4,540	60.5%	
15-5017-**-**-**	Legal Fees	5,000	5,000	1,565	3,435	31.3%	
15-5019-**-**-**	Contract Services Misc.	110,000	110,000	85,683	24,317	77.9%	
15-5021-**-**-**	Small Vehicle Expense - 31A	4,004	4,004	3,285	719	82.0%	
15-5022-**-**-**	Miscellaneous Expense	1,000	1,000	276	724	27.6%	
15-5023-**-**-**	Office Supplies - All	4,004	4,004	3,658	346	91.3%	
15-5024-**-**-**	Petroleum Products	3,000	15,000	7,003	10,998	38.9% (9)	
15-5025-**-**-**	Uniforms	9,000	9,000	9,416	(416)	104.6%	
15-5026-**-**-**	Small Vehicle Fuel	2,000	2,000	2,217	(217)	110.9%	
15-5027-**-**-**	Insurance - Property/Liability	72,916	72,916	68,050	4,866	93.3% (4)	
15-5028-**-**-**	Small Tools & Supplies	9,000	9,000	10,255	(1,255)	113.9%	
15-5030-**-**-**	Trash Disposal	2,996	2,996	2,631	365	87.8%	
15-5031-**-**-**	Safety Supplies	32,804	32,804	28,594	4,210	87.2%	
15-5032-**-**-**	Equipment Rental	1,000	1,000	-	1,000	-	
15-5033-**-**-**	Recruitment	312	312	104	208	33.4%	
15-5034-**-**-**	Travel Expense/Tech. Conferences	13,072	13,072	1,030	12,042	7.9%	
15-5035-**-**-**	Training Expense	17,148	17,148	9,639	7,509	56.2%	
15-5036-**-**-**	Laboratory Supplies	14,000	14,000	23,300	(9,300)	166.4% (10)	
15-5037-**-**-**	Office Equipment	2,996	2,996	2,655	341	88.6%	
15-5038-**-**-**	Permits	6,996	6,996	6,299	697	90.0%	
15-5039-**-**-**	Membership Dues/Fees	4,800	4,800	1,689	3,111	35.2%	
15-5047-**-**-**	Access Road Expenses	45,000	45,000	-	45,000	-	
15-5048-**-**-**	Storm Damage	21,000	21,000	9,662	11,338	0.46	
15-5050-**-**-**	Contract Services Generators	5,000	5,000	4,051	949	81.0% (4)	
15-5052-**-**-**	Janitorial Services	12,004	12,004	10,606	1,398	88.4%	
15-5054-**-**-**	Diesel Truck Maint - 31B	1,000	1,000	13	987	0.01	
15-5055-**-**-**	Diesel Truck Fuel - 37B	500	500	755	(255)	1.51	
15-5057-**-**-**	Maintenance Equip. & Facilities (Liquids)	144,996	144,996	95,489	49,508	65.9%	
15-5058-**-**-**	Maintenance Equip. & Facilities (Common)	23,000	23,000	18,069	4,931	78.6% (11)	
15-5060-**-**-**	Maintenance Equip. & Facilities (AWT)	38,000	38,000	22,301	15,699	58.7%	
15-5061-**-**-**	Mileage	500	500	362	138	72.3%	
15-5076-**-**-**	SCADA Infrastructure	32,296	32,296	18,964	13,332	58.7%	
15-5077-**-**-**	IT Direct	15,000	15,000	13,941	1,059	92.9% (4)	
15-5303-**-**-**	Group Insurance Waiver	3,600	3,600	2,714	886	75.4%	
15-5305-**-**-**	Medicare Tax Payments for Employees	2,240	2,240	1,522	718	68.0%	
15-5705-**-**-**	Monthly Car Allowance	4,200	4,200	3,166	1,034	75.4%	
15-5797-**-**-**	Verily Stipends - WastewaterSCAN Monitoring	-	-	(4,500)	4,500	100.0%	
15-6500-**-**-**	IT Allocations in to PC's & Depts.	118,660	118,660	75,524	43,136	63.6%	
	Total Other Expenses	1,368,556	70,000	1,438,556	1,104,280	334,277	76.8%
	Total Expenses	2,867,448	70,000	2,937,448	2,213,290	724,158	75.3%

17 - Joint Regional Wastewater Reclamation and Sludge Handling

Salary and Fringe

17-5000-**-**-**	Regular Salaries-O&M	1,844,716	1,844,716	1,245,546	599,170	67.5%	
17-5001-**-**-**	Overtime Salaries-O&M	34,472	34,472	43,315	(8,843)	125.7% (1)	
17-5306-**-**-**	Scheduled Holiday Work	32,244	32,244	25,703	6,541	79.7%	
17-5315-**-**-**	Comp Time - O&M	6,868	6,868	6,635	233	96.6% (1)	
17-5401-**-**-**	Fringe Benefits IN to PC's & Depts.	962,288	962,288	747,328	214,960	77.7% (15)	
17-5700-**-**-**	Standby Pay	27,000	27,000	24,115	2,885	89.3%	
	Total Payroll Costs	2,907,588	-	2,907,588	2,092,642	814,946	72.0%

South Orange County Wastewater Authority
O&M Budget vs. Actual Comparison by PC¹
 For the Period Ended March 31, 2023
 (in dollars)

	FY 2022-23 Budget	Board Approved Expenditures*	Adjusted Budget	Actual	(Over)/Under Budget	% Expended
Other Expenses						
17-5002-**-**	Electricity		484,000	180,143	303,857	37.2%
17-5003-**-**	Natural Gas	135,000	100,072	213,645	21,427	90.9% (2)
17-5004-**-**	Potable & Reclaimed Water		36,000	21,167	14,833	58.8%
17-5005-**-**	Co-generation Power Credit		(1,050,004)	(745,637)	(304,367)	71.0%
17-5006-**-**	Chlorine/Sodium Hypochlorite		455,000	237,974	217,026	52.3%
17-5007-**-**	Polymer Products	30,000	469,004	438,972	60,032	88.0% (2)
17-5008-**-**	Ferric Chloride	30,000	363,004	401,320	(8,316)	102.1% (2)
17-5009-**-**	Odor Control Chemicals		42,000	49,746	(7,746)	118.4% (2)
17-5010-**-**	Other Chemicals - Misc.		1,004	-	1,004	-
17-5011-**-**	Laboratory Services		23,008	14,571	8,437	63.3%
17-5012-**-**	Grit Hauling - 21A		44,000	28,759	15,241	65.4%
17-5013-**-**	Landscaping		85,004	49,969	35,035	58.8%
17-5015-**-**	Management Support Services		24,996	6,960	18,036	27.8%
17-5017-**-**	Legal Fees		5,004	11,418	(6,414)	228.2%
17-5019-**-**	Contract Services Misc.		110,000	79,328	30,672	72.1%
17-5021-**-**	Small Vehicle Expense		7,000	9,578	(2,578)	136.8% (3)
17-5022-**-**	Miscellaneous Expense		5,004	2,096	2,908	41.9%
17-5023-**-**	Office Supplies - All		13,004	8,463	4,541	65.1%
17-5024-**-**	Petroleum Products		20,000	5,528	14,472	27.6%
17-5025-**-**	Uniforms		27,996	29,777	(1,781)	106.4%
17-5026-**-**	Small Vehicle Fuel		9,004	5,349	3,655	59.4%
17-5027-**-**	Insurance - Property/Liability		199,964	186,620	13,344	93.3% (4)
17-5028-**-**	Small Tools & Supplies		30,000	20,710	9,290	69.0%
17-5030-**-**	Trash Disposal		2,504	3,172	(668)	126.7%
17-5031-**-**	Safety Supplies		38,652	44,391	(5,739)	114.8%
17-5032-**-**	Equipment Rental		3,004	12,576	(9,572)	418.6% (12)
17-5033-**-**	Recruitment		1,004	1,611	(607)	160.5%
17-5034-**-**	Travel Expense/Tech. Conferences		20,592	2,791	17,801	13.6%
17-5035-**-**	Training Expense		25,148	11,201	13,947	44.5%
17-5036-**-**	Laboratory Supplies		25,144	24,108	1,036	95.9%
17-5037-**-**	Office Equipment		9,996	2,424	7,572	24.2%
17-5038-**-**	Permits		15,000	21,334	(6,334)	142.2%
17-5039-**-**	Membership Dues/Fees		5,804	3,432	2,372	59.1%
17-5049-**-**	Biosolids Disposal	175,000	881,996	1,056,996	150,020	85.8% (2)
17-5050-**-**	Contract Services Generators - 29A		13,004	-	13,004	-
17-5052-**-**	Janitorial Services		42,000	20,390	21,610	48.5%
17-5054-**-**	Diesel Truck Maint		19,000	14,664	4,336	77.2%
17-5055-**-**	Diesel Truck Fuel		8,000	6,018	1,982	75.2% (2)
17-5056-**-**	Maintenance Equip. & Facilities (Solids)		211,000	95,748	115,252	45.4%
17-5057-**-**	Maintenance Equip. & Facilities (Liquids)		215,000	148,146	66,854	68.9%
17-5058-**-**	Maintenance Equip. & Facilities (Common)		36,000	16,022	19,978	44.5%
17-5059-**-**	Maintenance Equip. & Facilities (Co-Gen)		438,996	599,837	(35,841)	106.4% (13)
17-5060-**-**	Maintenance Equip. & Facilities (AWT)	125,000	50,000	22,576	27,424	45.2%
17-5061-**-**	Mileage		1,004	2,023	(1,019)	201.5%
17-5068-**-**	MNWD Potable Water Supplies & Svcs.		44,000	18,946	25,054	43.1%
17-5076-**-**	SCADA Infrastructure		32,000	18,964	13,036	59.3%
17-5077-**-**	IT Direct		15,000	13,941	1,059	92.9% (4)
17-5105-**-**	Co-Generation Power Credit - Offset		1,050,000	745,637	304,363	71.0%
17-5303-**-**	Group Insurance Waiver		7,196	4,043	3,153	56.2%
17-5305-**-**	Medicare Tax Payments for Employees		148	-	148	-
17-5309-**-**	Operating Leases		6,004	-	6,004	-
17-5705-**-**	Monthly Car Allowance		8,400	6,332	2,068	75.4%
17-5797-**-**	Verily Stipends - WastewaterSCAN Monitoring		-	(4,500)	4,500	100.0%
17-6500-**-**	IT Allocations in to PC's & Depts.		226,420	144,106	82,314	63.6%
	Total Other Expenses	495,000	4,956,080	4,163,365	1,287,715	76.4%
	Total Expenses	495,000	8,358,668	6,256,007	2,102,661	74.8%
21 - Effluent Transmission Main						
Salary and Fringe						
21-5000-**-**	Regular Salaries-O&M		1,156	-	1,156	-
21-5401-**-**	Fringe Benefits IN to PC's & Depts.		600	-	600	-
	Total Payroll Costs	-	1,756	-	1,756	0.0%
Other Expenses						
21-5019-**-**	Contract Services Misc.		18,996	-	18,996	-
21-5027-**-**	Insurance - Property/Liability		-	-	-	-
	Total Other Expenses	-	18,996	-	18,996	0.0%
	Total Expenses	-	20,752	-	20,752	0.0%

South Orange County Wastewater Authority
O&M Budget vs. Actual Comparison by PC¹
 For the Period Ended March 31, 2023
 (in dollars)

	FY 2022-23 Budget	Board Approved Expenditures*	Adjusted Budget	Actual	(Over)/Under Budget	% Expended		
23 - North Coast Interceptor								
Other Expenses								
23-5017-**-**-**		Legal Fees	-	-	-	#N/A		
		Total Expenses	-	-	-	#N/A		
24 - Aliso Creek Ocean Outfall								
Salary and Fringe								
24-5000-**-**-**	117,060	Regular Salaries-O&M	117,060	78,438	38,622	67.0%		
24-5001-**-**-**	620	Overtime Salaries-O&M	620	376	244	60.7%		
24-5306-**-**-**	276	Scheduled Holiday Work	276	178	98	64.6%		
24-5401-**-**-**	61,060	Fringe Benefits IN to PC's & Depts.	61,060	47,063	13,997	77.1% (15)		
	179,016	Total Payroll Costs	179,016	126,066	52,960	70.4%		
Other Expenses								
24-5015-**-**-**	125,004	Management Support Services	170,004	44,566	125,438	26.2%		
24-5017-**-**-**	2,008	Legal Fees	2,008	1,565	443	77.9%		
24-5027-**-**-**	17,884	Insurance - Property/Liability	17,884	16,691	1,193	93.3% (4)		
24-5031-**-**-**	1,004	Safety Supplies	1,004	-	1,004	-		
24-5034-**-**-**	5,592	Travel Expense/Tech. Conferences	5,592	3,081	2,511	55.1%		
24-5035-**-**-**	904	Training Expense	904	31	873	0.03		
24-5036-**-**-**	26,000	Laboratory Supplies	26,000	23,669	2,331	91.0%		
24-5038-**-**-**	247,400	Permits	247,400	227,502	19,898	92.0%		
24-5039-**-**-**	5,844	Membership Dues/Fees	5,844	-	5,844	-		
24-5044-**-**-**	40,000	Offshore Monitoring	40,000	39,572	428	98.9% (7)		
24-5045-**-**-**	15,000	Offshore Biochemistry - 20B	15,000	-	15,000	-		
24-5046-**-**-**	22,496	Effluent Chemistry	22,496	11,588	10,908	51.5%		
24-5058-**-**-**	1,004	Maintenance Equip. & Facilities (Common) 41-C	1,004	1,394	(390)	138.8% (14)		
24-6500-**-**-**	14,172	IT Allocations in to PC's & Depts.	14,172	9,022	5,150	63.7%		
	524,312	Total Other Expenses	569,312	378,679	190,633	66.5%		
	703,328	Total Expenses	748,328	504,735	243,593	67.4%		
Total O&M Expenses			19,339,320	1,065,000	20,404,320	14,980,756	5,423,564	73.4%

¹ This report intends to monitor the Annual Budget % Expended at the Project Committee and Functional Department levels.

The financial information contained in this report, in some cases, is based on the full accrual basis of accounting, whereby expenses are recognized in the period in which the liability is incurred, i.e., payroll and fringe benefits.

There are instances where we will include the total expense for the entire accounting fiscal year if the information is available, i.e., property and liability insurance premiums.

The audited financial statements for the fiscal year recognize all expenses on the full accrual basis of accounting.

South Orange County Wastewater Authority
O&M Budget vs. Actual Comparison by PC
For the Period Ended March 31, 2023

- (1) Power emergencies to date between the three (3) Treatment Plants.
- (2) Chemicals, fuel, and utilities increased with inflation and supply chain disruptions more than budgeted.
- (3) Several older vehicles are being maintained.
- (4) These are non-linear expenses that are primarily incurred in the first quarter of the Fiscal Year.
- (5) Staff is performing additional work in areas isolated by ongoing construction work that is not normally accessible for O&M work.
- (6) JBL installed and replaced a failed welding fume hood.
- (7) Toxicity exceedances at the SJCOO triggering accelerated testing and additional costs.
- (8) New NPDES permit requirement for continuous TDS monitoring installation at M-001 sampler.
- (9) Refueling associated with several extended power outages.
- (10) Additional supplies for sampler maintenance and supply restocking.
- (11) CTP implemented additional fire hardening recommendations from OCFA.
- (12) Several pieces are being rented due to delays associated with receiving newly purchased units.
- (13) 30,000-hour Cogen Service Completed.
- (14) O&M staff implementing recommendations in the new NPDES Permit.
- (15) The fringe rate was increased to 60% year-to-date from the budgeted 52.2 % based on an updated forecast; the change is primarily due to lower labor costs; there are openings in O&M and Engineering.

**South Orange County Wastewater Authority
Budget vs. Actual Comparison - Engineering**

For the Period Ended March 31, 2023
(in dollars)

		FY 2022-23 Budget	Actual	(Over)/Under Budget	% Expended
Salary and Fringe					
01-5000-03-00-00	Regular Salaries-O&M	161,205	91,285	69,920	56.6%
01-5401-03-00-00	Fringe Benefits IN to PC's & Depts.	84,092	54,771	29,321	65.1% (1)
	Total Payroll Costs	245,297	146,056	99,241	59.5%
Other Expenses					
01-5022-03-00-00	Miscellaneous Expense	3,184	1,035	2,149	32.5%
01-5023-03-00-00	Office Supplies - All	208	59	149	28.5%
01-5031-03-00-00	Safety Supplies	306	-	306	-
01-5034-03-00-00	Travel Expense/Tech. Conferences	6,439	822	5,617	12.8%
01-5035-03-00-00	Training Expense	2,244	-	2,244	-
01-5037-03-00-00	Office Equipment	408	-	408	-
01-5039-03-00-00	Membership Dues/Fees	1,377	204	1,173	14.8%
01-5061-03-00-00	Mileage	510	23	487	4.6%
01-5309-03-00-00	Operating Leases	9,300	12,732	(3,432)	136.9%
01-5705-03-00-00	Monthly Car Allowance	4,200	2,665	1,535	63.5%
01-5802-03-00-00	Shipping/Freight	312	-	312	-
01-6500-03-00-00	IT Allocations in to PC's & Depts.	52,639	33,502	19,137	63.6%
	Total Other Expenses	81,127	51,043	30,084	62.9%
	Total Engineering Expenses	326,424	197,099	129,325	60.4%

(1) The fringe rate was increased to 60% year-to-date from the budgeted 52.2 % based on an updated forecast; the change is primarily due to lower labor costs; there are openings in O&M and Engineering.

South Orange County Wastewater Authority
Budget vs. Actual Comparison- Administration
 For the Period Ended March 31, 2023
 (in dollars)

	FY 2022-23 Budget	Board Approved Expenditures*	Adjusted Budget	Actual	(Over)/Under Budget	% Expended
Salary and Fringe						
01-6000-04-00-00	Regular Salaries-Admin or IT		974,150	700,915	273,235	72.0%
01-6001-04-00-00	Overtime Salaries-Admin or IT	20,000	30,000	11,500	18,500	38.3% (1)
01-6315-04-00-00	Comp Time - Admin		5,000	1,699	3,301	34.0%
01-6401-04-00-00	Fringe Benefits IN to ADMIN or IT		508,162	420,549	87,614	82.8% (3)
	Total Payroll Costs	20,000	1,517,312	1,134,663	382,649	74.8%
Other Expenses						
01-6018-04-00-00	Public Notices/Public Relations		3,270	-	3,270	-
01-6101-04-00-00	HR Recruitment & Employee Relations		29,190	9,846	19,344	33.7%
01-6102-04-00-00	Subscriptions		2,533	1,554	979	61.3%
01-6103-04-00-00	Contract Labor		30,000	6,302	23,698	21.0%
01-6200-04-00-00	Management Support Services	115,000	165,000	40,874	124,126	24.8%
01-6201-04-00-00	Audit		46,000	22,600	23,400	49.1%
01-6202-04-00-00	Legal	130,000	330,000	275,536	54,464	83.5%
01-6204-04-00-00	Postage		1,500	770	730	51.3%
01-6223-04-00-00	Office Supplies - Admin		4,294	1,799	2,495	41.9%
01-6224-04-00-00	Office Equipment Admin or IT		6,000	4,470	1,530	74.5%
01-6234-04-00-00	Memberships & Trainings		95,912	103,101	(7,189)	107.5% (2)
01-6239-04-00-00	Travel & Conference		25,000	13,990	11,010	56.0%
01-6241-04-00-00	Education Reimbursement		4,500	2,060	2,440	45.8%
01-6310-04-00-00	Miscellaneous		20,000	16,299	3,701	81.5%
01-6311-04-00-00	Mileage		569	494	75	86.8%
01-6317-04-00-00	Contract Services Misc		5,573	4,297	1,276	77.1%
01-6500-04-00-00	IT Allocations in to PC's & Depts.		117,968	75,082	42,886	63.6%
01-6601-04-00-00	Shipping/Freight		4,382	1,098	3,284	25.0%
01-6705-04-00-00	Monthly Car Allowance		12,000	9,046	2,954	75.4%
	Total Other Expenses	245,000	903,691	589,218	314,473	65.2%
	Total Admin Expenses	265,000	2,421,003	1,723,881	697,122	71.2%

- (1) Increased number of meetings.
- (2) Inflationary impact on costs
- (3) The fringe rate was increased to 60% year-to-date from the budgeted 52.2 % based on an updated forecast; the change is primarily due to lower labor costs; there are openings in O&M and Engineering.

South Orange County Wastewater Authority
Budget vs. Actual Comparison-IT
 For the Period Ended March 31, 2023
 (in dollars)

		FY 2022-23 Budget	Actual	(Over)/Under Budget	% Expended
Salary & Fringe					
01-6000-05-00-00	Regular Salaries-Admin or IT	106,310	80,909	25,401	76.1%
01-6401-05-00-00	Fringe Benefits IN to ADMIN or IT	55,456	48,546	6,910	87.5% (2)
	Total Salary & Fringe	161,766	129,455	32,311	80.0%
Other Expenses					
01-6028-05-00-00	Small Tools & Supplies	1,000	-	1,000	-
01-6035-05-00-00	Training Expense	3,000	-	3,000	-
01-6224-05-00-00	Office Equipment Admin or IT	600	-	600	-
01-6234-05-00-00	Memberships & Trainings	12,850	1,810	11,040	14.1%
01-6239-05-00-00	Travel & Conference	1,500	-	1,500	-
01-6300-05-00-00	Software Maintenance Agreements	60,433	35,862	24,571	59.3%
01-6301-05-00-00	Hardware Maintenance Agreements	14,186	11,927	2,259	84.1% (1)
01-6302-05-00-00	Cloud Subscriptions (Internet)	181,766	102,826	78,940	56.6%
01-6303-05-00-00	Telecommunications	164,582	111,113	53,469	67.5%
01-6305-05-00-00	IT Professional Services	53,500	23,890	29,610	44.7%
01-6306-05-00-00	Small Hardware Purchases (< \$5k)	28,900	13,932	14,968	48.2%
01-6307-05-00-00	Small Software Purchases & Licenses (<\$5k)	26,444	11,410	15,034	43.1%
01-6308-05-00-00	IT Memberships	160	-	160	-
01-6309-05-00-00	Operating Leases	64,173	52,799	11,374	82.3%
01-6310-05-00-00	Miscellaneous	5,000	-	5,000	-
01-6312-05-00-00	Computer & Photocopy Supplies	-	1,323	(1,323)	-
	Total Other Expenses	618,094	366,892	251,202	59.4%
	Total Expenses before Allocation	779,860	496,347	283,513	63.6%
IT Allocations (Out) to PC's & Depts					
01-6400-05-00-00	IT Allocations (OUT) to PC's & Depts.	(779,860)	(496,347)	(283,513)	63.6%
	Total IT Allocations (Out) to PC's & Depts	(779,860)	(496,347)	(283,513)	63.6%

(1) AVI SPL Maintenance for JBL Audio/Visual

(2) The fringe rate was increased to 60% year-to-date from the budgeted 52.2 % based on an updated forecast; the change is primarily due to lower labor costs; there are openings in O&M and Engineering.

Agenda Item

5.C.

Board of Directors Meeting

Meeting Date: June 1, 2023

TO: Board of Directors

FROM: Jim Burror, Acting General Manager/Director of Operations

STAFF CONTACT: Mary Carey, Finance Controller

SUBJECT: FY2022-23 Administration and General Fund Budget Update

Summary/Discussion

The Board approved amendments to the Administration Budget at their May 4, 2023, meeting. The amendment to the Administration Budget included \$20,000 for overtime and \$130,000 for legal expenses. The expenses in those two line items must also be allocated to the General Fund based on predetermined and approved percentages of the Administration Budget.

Staff will request an updated budget amendment approval at the June 1, 2023, SOCWA Board meeting. This is to properly allocate the budget approvals between the Administration Budget and General Fund Budget and designate the preferred allocation methods for the annual Use Audit as required in the JPA Agreement.

Discussion/Analysis

Actual expenses for the Administration Budget are automatically recorded to line items in the General Fund, where there are Board-approved allocations for those line items. The following are the set percentages of the Administration Budget for the General Fund Budget:

General Fund – Distribution from Admin.

Description	Board Approved GF %'s
Regular Salaries	See Footnote #1
Overtime Salaries	50%
Comp Time – Earned	50%
Public Notices/Public Notices	100%
Contract Labor/Part-Time Labor	25%
Audit	100%
Legal	40%
Outside Services	100%
Postage	20%
Office Supplies – Admin	100%
Office Equipment	100%
Misc.	20%
IT Allocation <u>in to</u> PC's & Depts	5%

(1) Time Allocations: GM 50%, Exec Assist 50%, Controller 5%

Staff will be requesting the following updated amendments to the Administration and General Fund Budgets. The total amendment value remains the same as approved at the May 5, 2023, Board meeting at \$265,000:

1. Rescind the budget amendment approval of \$265,000 for the Administration Budget approved on May 4, 2023.
2. Approve an Administration Budget amendment of \$90,000 to address the following increases as follows and requires a simple majority of the Board:

Budget line item	Budget line description	Requested budget increase
01-6001	Overtime	\$10,000
01-6202	Legal	\$65,000
01-6200	Management Support Services - ADP	\$15,000
	Total	\$90,000

3. Approve a General Fund Budget amendment of \$75,000 to address the following increases to be allocated using the allocation method (unequal) used with the adoption of the Budget and requires unanimous approval of the Board:

Budget line item	Budget line description	Requested budget increase
01-6001	Overtime	\$10,000
01-6202	Legal	\$65,000
	Total	\$75,000

4. Approve a General Fund Budget amendment of \$100,000 to address the following increases to be allocated to the seven agencies to remain in SOCWA after July 1, 2024, and requires unanimous approval of the Board:

Budget line item	Budget line description	Requested budget increase
01-6200	Management Support Services – Board Facilitators	\$100,000
	Total	\$100,000

Prior Related Project Committee or Board Action(s)

The Board approved amendments to the Administration Budget totaling \$265,000 at their May 4, 2023, meeting.

Fiscal Impact

The total budget amendment to the Administration Budget and General Fund Budget is equal to the amount approved at the May 4, 2023, Board meeting.

Recommended Action: Committee Discussion/Direction/Action

Agenda Item

5.D.

Board of Directors Meeting

Meeting Date: June 1, 2023

TO: Board of Directors
FROM: Jim Burror, Acting General Manager/Director of Operations
SUBJECT: February 2023 Operations Report

Summary/Discussion

The following selected operational reports are provided monthly to the Board of Directors. The operational reports included are as follows:

1. Monthly Operational Report

An eight (8) page overview and comparison of owner use of facilities, including influent and recycled water production. The pages include ongoing calculations used by SOCWA for billing the agencies. Other items include important statistics for regulatory compliance, visits by the public to the treatment works, and other vendor interactions. The information is broken down by facility and by Member Agency.

2. SOCWA Ocean Outfall Discharges by Agency

This data shows how much water is being discharged into the ocean each month and for the last 12 months. This data is presented for the agencies planning reuse projects to better understand the potential to expand water reuse in their service area.

3. Beach Ocean Monitoring Report

4. Recycled Water Report

5. Pretreatment Report

Fiscal Impact

No change.

Recommended Action: Receive and file the Operational Reports.

Monthly Operational Report

SOCWA Operational Report April, 2023

Excursion, Complaint, and Violation Events

Events	CTP	RTP	JBL	Totals
Odor	0	0	0	0
Noise	0	0	0	0
Spills	0	0	0	0
Violations	0	0	0	0
Others	0	0	0	0

Plant Wastewater Billing Characteristics

Key Parameters	CTP	RTP	JBL TP1	JBL TP2	Totals
Influent (mgd) (1)	2.79	7.36	5.94	0.97	17.06
Effluent (mgd)	2.57	4.13	5.94	2.45	15.09
Peak Flow (mgd)	8.87	16.74	10.87	6.97	43.45
Influent BOD (mg/l)	356	326	328	481	
Influent TSS (mg/l)	394	358	433	475	
Effluent BOD (mg/l)	5.0	6.0	10.5	11.3	
Effluent TSS (mg/l)	5.6	6.0	10.3	13.8	
Effluent Turbidity (NTU)	2.2	3.0	5.4	6.1	

(1) CTP Influent value does not include AWT backwash in this table.

Recycled Water (AWT) Operations

Key Parameters	CTP	RTP	JBL	Totals
Average Flow (mgd)	0.44	3.23		3.66
Days of Operation (days)	20	25		
Total Flow (million gallons)	13.1	96.8		109.9
Plant Irrigation (million gallons)	0.01	0.03	0.22	
AWT Time Online (%)	97%			

Wastewater Unit Definitions

mgd = million gallons per day

mg/l = milligram per liter also known as parts per million

NTU = Nephelometric Turbidity Units

SOCWA Operational Report April, 2023 (cont'd)

Biosolids Management

Biosolids Management Site	CTP	RTP	JBL	Totals
Synagro Compost (tons)		82.2	0.0	82.2
Nursery Products (tons)		275.1	571.1	846.2
Prima Deshecha (tons)		68.2	134.0	202.2
Other: _____ (tons)		0.0	0.0	0.0
Total Processed (tons)		425.5	705.1	1,130.6

Summary of Maintenance Activities

Task Type	CTP	RTP	JBL	Totals
Preventative Maintenance	141	285	183	609
Corrective Maintenance	11	65	57	133

Site Visitors

Visitor Types	CTP	RTP	JBL	Totals
Regulatory	0	1	0	1
Member Agency	1	3	3	7
Residents	0	0	0	0
Others	9	4	16	29
Tours #/Visitors	2	0	0	2

Grit Disposal Management

Grit & Screenings	CTP	RTP	JBL	Totals
Simi Valley Landfill (tons)	8.0	13.6	NA	21.7

Chemical and Energy Utilization

Chemical/Utility	CTP	RTP	JBL	Totals
Ferric Chloride (tons)	NA	35.8	NA	35.8
Utility Power Purchase (kWh)	197,291	74,034	191,769	463,094
Cogen Power (kWh)		522,332	445,199	967,531
Natural Gas (Dth)	30	NA	1,041	1,071
Digester Gas to Engine (scfm)		8,431,878	5,632,258	14,064,136
Digester Gas to Boiler (scfm)		0		0
Digester Gas to Flares (scfm)		954,573	236,375	1,190,948
Digester Gas Power Savings		\$77,159		

NA = Not Available at the time this report was generated.

Wastewater Unit Definitions

kWh = kilowatt hours

Dth = Dekatherms

scfm = standard cubic feet per minute

SOCWA Operational Report April, 2023 (cont'd)

Agency Wastewater Flows to SOCWA by Facility (Including Internal Waste Streams Used for Billing)

Agency	CTP (mgd)	CTP (%)	RTP (mgd)	JBL (mgd)	JBL (%)	Total (mgd)
CLB	1.618	56.49%				1.62
EBSB	0.068	2.37%				0.07
SCWD	1.178	41.14%		1.689	24.43%	2.87
MNWD	0.000	0.00%	7.36	1.400	20.25%	8.76
CSJC				2.199	31.81%	2.20
SMWD				1.626	23.51%	1.63
Total	2.864	100.00%	7.36	6.914	100.00%	17.13

Total Agency Outfall Flows by Outfall System-Billing Flows

Agency	SJCOO (mgd)	SJCOO (%)	SJCOO Meter (mgd)	ACOO (mgd)	ACOO (%)	Total (mgd)	Notes
CLB				1.62	11.49%	1.62	
EBSB				0.07	0.48%	0.07	
SCWD	1.88	16.68%		0.80	5.65%	2.67	Includes Desalters
MNWD	2.28	20.22%		4.13	29.35%	6.41	
ETWD				2.80	19.91%	2.80	Direct Outfall Only
CSJC	2.20	19.55%				2.20	Includes Desalter
SMWD	1.65	14.65%				1.65	Includes Chiquita
CSC	3.25	28.90%				3.25	Direct Outfall Only
IRWD				4.66	33.12%	4.66	Direct Outfall Only
Total	11.25	100.00%	10.26	14.07	100.00%	25.32	

SOCWA Operational Report April, 2023 (cont'd)

FY Flow/Solids Summary-Billing

Project Committee No. 2 Liquids (JBL)

Agency	Own (mgd)	Own (%)	Budget (mgd)	Budget (%)	Month (mgd)(1)	Month (%)	FY Avg to Date (mgd)	FY Avg to Date (%)
CSJC	4.00	30.77%	2.210	26.25%	2.199	31.81%	2.19	29.61%
MNWD	3.00	23.08%	1.400	16.63%	1.400	20.25%	1.40	18.90%
SCWD	3.75	28.85%	1.610	19.12%	1.689	24.43%	1.71	23.09%
SMWD	2.25	17.31%	3.200	38.00%	1.626	23.51%	2.10	28.39%
Total	13.00	100.00%	8.420	100.00%	6.914	100.00%	7.41	100.00%

Project Committee No. 2 Solids (JBL)

Agency	Own (lbs/d)	Own (%)	Budget (lbs/d)	Budget (%)	Month (lbs/d)	Month (%)	36 Month Rol. Avg. (lbs/d) (2)	36 Month Rol. Avg. (%)
CSJC	11,572	30.00%	5,884	22.54%	6,192	30.97%	6,475	24.26%
MNWD	8,340	21.62%	6,169	23.63%	4,837	24.20%	5,997	22.47%
SCWD	7,715	20.00%	5,584	21.39%	3,346	16.74%	5,656	21.19%
SMWD	10,946	28.38%	8,473	32.45%	5,617	28.10%	8,566	32.09%
Total	38,573	100.00%	26,110	100.00%	19,991	100.00%	26,693	100.00%

Project Committee No. 5 - San Juan Creek Ocean Outfall (SJCOO)

Agency	Own (%)	Budget (mgd)	Budget (%)	Month (mgd)	Month (%)	FY Avg to Date (mgd)	FY Avg to Date (%)
CSC	16.63%	13.300	16.63%	3.251	28.90%	2.761	24.35%
CSJC	11.08%	8.860	11.08%	2.199	19.55%	2.379	20.98%
MNWD(3)	15.51%	12.410	15.51%	2.275	20.22%	2.162	19.07%
SCWD	12.46%	9.970	12.46%	1.876	16.68%	1.893	16.69%
SMWD	44.32%	35.460	44.33%	1.648	14.65%	2.145	18.91%
Total	100.00%	80.000	100.00%	11.250	100.00%	11.339	100.00%

(1) Influent billing meter summary:

- a. CSJC is metered daily in the collection system. The area-velocity meter has an accuracy of +/- 20%.
- b. MNWD is assumed to be 1.4 mgd unless Treatment Plant 3A is discharging to the sewer. If other discharges occur, they are estimated.
- c. SCWD flows are the summation of the DPSD and Victoria PS meters. The two metering systems have an accuracy of +/- 10%.
- d. The Oso Trabuco sewer is metered daily in the collection system. The flows from MNWD are subtracted from the metering data collected to determine SMWD's flows. The metering system in the collection system has an accuracy of +/- 20%.

(2) The 36-month average is the average of the past 36 months. The Use Audit is based on the last 3 Fiscal Years versus the average of the past 36 months.

(3) All monthly flow data for 3A is reported as part of MNWD's flow to the ocean outfall.

SOCWA Operational Report April, 2023 (cont'd)

FY Flow/Solids Summary-Billing (cont'd)

Project Committee No. 15 (CTP)

Agency	Own (mgd)	Own (%)	Budget (mgd)	Budget (%)	Month (mgd)	Month (%)	FY Avg to Date (mgd)	FY Avg to Date (%)
CLB	2.54	37.91%	1.496	55.22%	1.618	56.49%	1.483	54.17%
EBSD	0.20	2.99%	0.060	2.21%	0.068	2.37%	0.061	2.22%
SCWD	2.00	29.85%	1.153	42.56%	1.178	41.14%	1.194	43.61%
MNWD	1.96	29.25%	0.000	0.00%	0.000	0.00%	0.000	0.00%
Total	6.70	100.00%	2.709	100.00%	2.864	100.00%	2.737	100.00%

Project Committee No. 17 Liquids (RTP)

Agency	Budget Liquids (mgd)	Budget Liquids (%)	Month Plant Influent (mgd)	Month Centrate (mgd)	Month Total (mgd)(1)	Month Total (%)	FY Avg to Date (mgd)	FY Avg to Date (%)
CLB	0.00716	0.0942%	0.0000	0.0101	0.0101	0.1356%	0.0126	0.1638%
EBSD	0.00001	0.0001%	0.0000	0.0004	0.0004	0.0057%	0.0005	0.0067%
SCWD	0.00427	0.0562%	0.0000	0.0074	0.0074	0.0987%	0.0102	0.1332%
ETWD	0.01562	0.2055%	0.0000	0.0184	0.0184	0.2467%	0.0178	0.2322%
MNWD	7.57236	99.6439%	7.3571	0.0611	7.4182	99.5132%	7.6401	99.4641%
Total	7.59942	100.0000%	7.3571	0.0974	7.4545	100.0000%	7.6813	100.0000%

(1) Month total does not double count MNWD centrate. It is included in the Monthly Plant Influent too.

SOCWA Operational Report April, 2023 (cont'd)

FY Flow/Solids Summary (cont'd)

Project Committee No. 17 Solids (RTP)

Agency	Own (lbs/d)	Own (%)	Budget (lbs/d)	Budget (%)	Total Month (lbs)	Total Month (%)	FY Avg Total to Date (lbs)	FY Avg Total to Date (%)
CLB	5,605	11.22%	4,406	11.89%	90,084	10.38%	123,080	11.77%
EBS	295	0.59%	177	0.48%	3,783	0.44%	5,064	0.48%
SCWD	4,480	8.96%	3,392	9.16%	65,598	7.56%	100,324	9.59%
ETWD	10,200	20.41%	5,305	14.32%	163,914	18.89%	172,805	16.52%
MNWD	29,395	58.82%	23,769	64.16%	544,261	62.73%	644,494	61.63%
Total	49,975	100.00%	37,049	100.00%	867,640	100.00%	1,045,767	100.00%

Project Committee No. 24 (ACOO)

Agency	Own (%)	Budget (mgd)	Budget (%)	Month Outfall Flow (mgd)	Month Outfall Flow (%)	FY Avg Outfall Flow (mgd)	FY Avg Outfall Flow (%)
CLB	11.00%	5.500	11.00%	1.618	11.49%	1.483	12.48%
EBS	0.78%	0.390	0.78%	0.068	0.48%	0.061	0.51%
ETWD	16.30%	8.151	16.30%	2.802	19.91%	2.619	22.04%
IRWD	15.76%	7.880	15.76%	4.661	33.12%	3.169	26.67%
MNWD	43.85%	21.924	43.85%	4.130	29.35%	3.848	32.38%
SCWD	12.31%	6.155	12.31%	0.795	5.65%	0.704	5.93%
Total	100.00%	50.000	100.00%	14.075	100.00%	11.883	100.00%

SOCWA Operational Report April 2023 (cont'd)

Select Critical Equipment Repairs

JBL - PC2

Replaced failing Plant No.1 Primary Covers.
Repaired leaking water line near Aeration Tank #1.
Replaced SJCOO pump controller sensor.
Replaced and relocated the inoperable chemical pot for the hot water loop.
Troubleshoot Bleach Pump #3, which was not pumping bleach.
Replaced worn pulsation dampener equipment for Bleach Pumps Nos. 1, 2, 3, and 4.
Replaced failed stage 2/3 recirculation pump on Scrubber #2.
Installed the new bleach tank for Scrubber #2, which was replaced under warranty.
Troubleshoot Cetrifuge #3, which was leaking centrate from the unit.
Repaired failed bleach line in Building #35 Basement.
Replaced failed Hot Water Pump #1 coupling, which was leaking.

CTP - PC15

Worked with SCE to install new power lines and conduits in the Plant.
Worked with OC Parks to remediate fire flow debris impacting SOCWA's access roads.
Troubleshoot and balance Blowers Nos. #1, #2 and #3.
Replaced failed Scum pump
Troubleshoot WAS pump that failed.
Troubleshoot West RAS WAS MOV that was not operating.

RTP - PC17

Rebuilt Centrifuge #3, which was offline, waiting for delayed parts.
Replaced failed fan belt of the Fresh Air Fan #17.
Troubleshoot Compressor #1, which was running very loudly.
Troubleshoot leaking Centrifuge #2.
Replaced failed Magnehelic for Fresh Air Fan #15.
Replaced and relocated failing Tank Drainage Pump #2.
Replaced failed pressure switch on Equalized Sludge Pump #3.
Repaired chemical line leaks for Scrubber #2.
Troubleshoot failed Polymer Pump #1.
Replaced failed heat loop pressure regulator.
Repaired WAS Pump #1, which was leaking oil.

Support Services - ALL PC'S

Replaced failed YSI controller and 2 YSI sensors on the SJCOO.
Replaced failed high water level sensor on the Plant Sump Pump at JBL.
Replaced failed level transmitter on the Emergency Godwin Pump #2 at JBL.
Troubleshoot the Plant #2 RAS and MLSS controllers at JBL.

SOCWA Operational Report April 2023 (cont'd)

Select Critical Equipment Repairs (cont'd)

Support Services - ALL PC'S (cont'd)

Troubleshoot the failing Polymer Tank Mixing Pump, which was making a loud noise at JBL.

Troubleshoot the Scrubber #2 Bleach Pump that failed at JBL.

Troubleshoot WAS pump that failed at CTP.

Troubleshoot West RAS WAS MOV that was not operating at CTP.

Replaced failed DO probe caps for West #1 at CTP.

Recalibrated West RAS flow meters because they were out of calibration, and the system was returning too much flow at CTP.

Troubleshoot and replaced failed secondary flow meter at CTP.

Troubleshoot and replaced failed scum pump at CTP.

Troubleshoot the Non-Potable Water Bleach Pump #1, which would not operate in "Auto."

Troubleshoot the pond level sensor that was failing.

Replaced failed motor on Ferric Pump #2, which had failed.

Troubleshoot failing Dynabelnd #3 that would not operate in "Auto."

Troubleshoot the Cogen SCR failed sample pump that shut off the engine system.

Troubleshoot a shutdown of the Cogen compressor system.

Items with a (*) have been identified as preventable repairs.

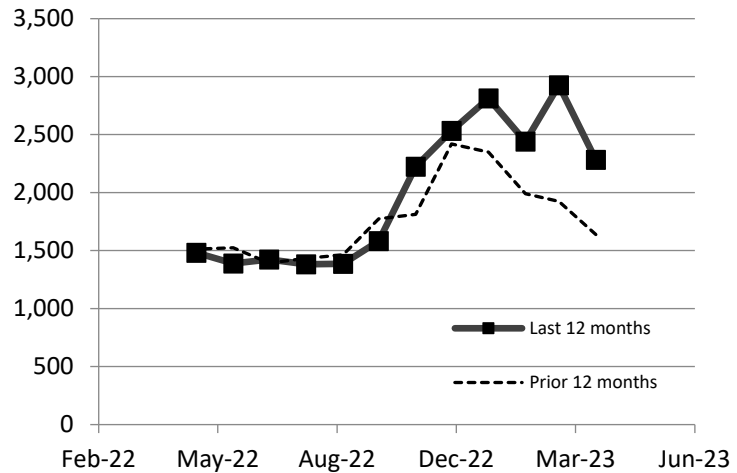
SOCWA Ocean Outfall Discharges by Agency

SOCWA Operational Report April, 2023 (cont'd)

Agency	SJCOO (mgd)	SJCOO (%)	ACOO (mgd)	ACOO (%)	Total (mgd)
CLB			1.62	11.49%	1.62
EBSD			0.07	0.48%	0.07
SCWD	1.88	16.68%	0.80	5.65%	2.67
MNWD	2.28	20.22%	4.13	29.35%	6.41
ETWD			2.80	19.91%	2.80
CSJC	2.20	19.55%			2.20
SMWD	1.65	14.65%			1.65
CSC	3.25	28.90%			3.25
IRWD			4.66	33.12%	4.66
Total	11.25	100.00%	14.07	100.00%	25.32
or Acre-Feet per year equivalent					28,364

12-Month Running Total Discharge to Ocean Outfalls (AF)

Apr-23	2,282
Mar-23	2,926
Feb-23	2,440
Jan-23	2,812
Dec-22	2,532
Nov-22	2,224
Oct-22	1,582
Sep-22	1,386
Aug-22	1,382
Jul-22	1,422
Jun-22	1,389
May-22	1,481
Total	23,858



Beach / Ocean Monitoring Report

ALISO CREEK OCEAN OUTFALL MONITORING REPORT

April 2023

DATE	IRWD LOS ALISOS WRP				EL TORO WRP				SOCWA REGIONAL PLANT				SOCWA COASTAL PLANT				IRWD IDP	IRWD SGU	SCWD ACWRF	ACOO FLOW	Rain Fall
	FLOW	TSS	cBOD	SS	FLOW	TSS	cBOD	SS	FLOW	TSS	cBOD	SS	FLOW	TSS	cBOD	SS	FLOW	FLOW	FLOW	MGD	inches
	MGD	mg/L	mg/L	ml/L	MGD	mg/L	mg/L	ml/L	MGD	mg/L	mg/L	ml/L	MGD	mg/L	mg/L	ml/L	MGD	MGD	MGD	MGD	
04/01/23	3.242	30.0		<0.3	3.706	21.3	12.0	0.1	8.070	5.6	14.0	0.1	2.912	5.2	7.0	0.1	0.787	0.572	0.000	19.289	0.00
04/02/23	3.234	26.0	45.0	<0.3	3.299	14.7	9.8	0.1	6.32	6.4	6.0	<0.1	2.934	6.4	7.0	<0.1	0.787	0.572	0.000	17.146	0.00
04/03/23	3.233	10.0	9.3	<0.3	4.182	14.3		0.5	5.580	5.8	5.0	<0.1	2.923	2.2	5.0	<0.1	0.000	0.571	0.000	16.489	0.00
04/04/23	3.591	9.3	24.0	<0.3	3.749	19.7	14.5	0.1	7.330	4.6	3.0	0.5	2.857	6.2	5.0	<0.1	0.477	0.570	0.000	18.574	0.00
04/05/23	3.367	9.7	24.0	<0.3	3.607	15.0	10.0	0.1	7.410	5.8	4.0	<0.1	2.810	6.6	4.0	<0.1	0.787	0.567	0.000	18.548	0.00
04/06/23	3.391	10.0	8.8	0.1	3.550	19.7	8.8	0.2	5.170	6.6	4.0	0.2	2.793	2.5	3.0	<0.1	0.787	0.567	0.000	16.258	0.00
04/07/23	3.773	14.0		0.2	3.200	26.3	8.4	0.3	4.590	5.8	5.0	<0.1	2.776	5.8	5.0	<0.1	0.787	0.576	0.000	15.702	0.00
04/08/23	3.192	12.0		0.1	2.958	21.3	11.1	0.1	5.280	5.6			2.814	6.2	7.0		0.787	0.565	0.000	15.596	0.00
04/09/23	3.232	14.0	9.4	0.1	3.345	18.3	6.1	0.1	5.640	5.8	7.0	<0.1	2.831	6.6	6.0	<0.1	0.788	0.530	0.000	16.366	0.00
04/10/23	3.245	14.0	6.7	0.1	3.649	11.7		0.1	4.240	8.0	7.0	0.1	2.775	2.0	4.0	<0.1	0.787	0.530	0.155	15.381	0.00
04/11/23	3.356	13.0	11.0	<0.1	2.829	19.0	8.0	0.1	3.780	7.0	6.0	0.1	2.058	7.4	5.0	<0.1	0.787	0.562	0.115	13.487	0.00
04/12/23	3.727	9.5	10.0	0.2	2.890	15.0	8.8	0.1	3.050	8.2	4.0	0.1	2.375	6.0	5.0	<0.1	0.787	0.549	0.114	13.492	0.00
04/13/23	3.578	14.0	16.0	0.1	2.951	19.3	6.4	<0.1	3.660	6.6		0.1	2.359	5.8		<0.1	0.787	0.533	0.151	14.019	0.01
04/14/23	3.377	10.0	24.0	0.1	3.587	22.8	6.9	<0.1	2.990	5.4	6.0	0.1	2.438	5.8	9.0	<0.1	0.787	0.538	0.133	13.850	0.00
04/15/23	3.204	8.5		<0.1	1.544	4.3	2.8	<0.1	2.300	5.2	5.0		2.412	5.0	5.0		0.787	0.526	0.139	10.912	0.00
04/16/23	3.199	15.0	12.0	0.1	4.434	16.8	7.6	<0.1	3.400	5.4	5.0	<0.1	2.479	6.0	6.0	<0.1	0.787	0.527	0.115	14.941	0.00
04/17/23	3.455	22.0	15.0	0.1	3.762	8.3		<0.1	4.110			<0.1	2.255	3.6	4.0	<0.1	0.787	0.526	0.040	14.935	0.00
04/18/23	3.452	11.0	12.0	0.1	3.410	19.8	9.2	<0.1	2.220	6.8	19.0	0.1	2.418	3.4	5.0	0.1	0.787	0.527	0.095	12.909	0.00
04/19/23	3.411	19.0	13.0	0.1	1.688	9.5	5.2	0.1	6.670	4.2	4.0	0.1	2.404	8.6	5.0	0.1	0.787	0.526	0.136	15.622	0.00
04/20/23	3.332	22.0	11.0	0.1	2.950	23.3	9.8	0.1	7.240	6.2	6.0	0.1	2.443	1.6	3.0	0.1	0.787	0.525	0.136	17.413	0.00
04/21/23	3.313	17.0	20.0	0.1	1.075	12.3	6.3	0.1	3.100	5.6	6.0	0.1	1.883	7.8	6.0	<0.1	0.787	0.522	0.136	10.816	0.00
04/22/23	3.271	13.0		0.1	1.788	15.3	9.4	0.1	2.590	5.2	6.0		2.067	9.8	6.0		0.787	0.507	0.139	11.149	0.00
04/23/23	3.250	12.0	8.5	<0.1	3.417	20.8	10.2	0.2	4.380	5.8	6.0	<0.1	2.403	3.8	5.0	<0.1	0.787	0.506	0.122	14.865	0.00
04/24/23	3.253	14.0	8.3	<0.1	2.894	21.7		0.3	3.370	4.8	4.0	0.1	1.759	1.4	2.0	<0.1	0.787	0.497	0.131	12.691	0.00
04/25/23	3.278	11.0	9.9	0.1	1.054	22.0	11.0	0.2	1.110	6.0	5.0	0.1	1.590	2.0	2.0	0.1	0.787	0.496	0.135	8.450	0.00
04/26/23	3.368	8.9	11.0	<0.1	1.171	19.0	9.1	0.1	1.420	6.4	4.0	0.1	2.669	5.6	5.0	<0.1	0.787	0.496	0.158	10.069	0.00
04/27/23	3.528	14.0	9.8	0.1	1.955	22.5	8.9	0.1	2.700	5.8	4.0	<0.1	2.775	11.0	3.0	<0.1	0.787	0.495	0.113	12.353	0.00
04/28/23	3.525	14.0	8.7	0.1	1.364	15.5	6.9	0.1	1.980	6.8	9.0	0.1	1.988	7.2	6.0	0.1	0.786	0.529	0.143	10.315	0.00
04/29/23	3.457	11.0		0.1	1.262	10.8	6.2	0.1	1.710	7.4	4.0		2.539	8.0	5.0		0.787	0.517	0.135	10.407	0.00
04/30/23	3.463	13.0	7.0	0.1	2.797	23.0	9.7	0.1	2.500	6.2	3.0	<0.1	2.689	7.2	5.0	<0.1	0.787	0.504	0.121	12.861	0.00
AVG	3.377	14.0	13.9	<0.1	2.802	17.4	8.6	<0.1	4.130	6.0	6.0	<0.1	2.481	5.6	5.0	<0.1	0.750	0.534	0.089	14.164	
TOTAL	101.30				84.07				123.91				74.43				22.51	16.03	2.662	424.91	0.01

Unified Beach Monitoring

#1

South Orange County Wastewater Authority-Aliso Creek Ocean Outfall

REPORT FOR: April 2023
 REPORT DUE: June 1 2023
 SAMPLE SOURCE: Surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: High Tide 08:11

Weather: Drizzle

COMMENTS:

STA#	DATE	TIME	Total	Fecal	Entero-	Material of Sewage		Oil & Grease	Odor	Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			Coliform CFU/100ml SM9222B	Coliform CFU/100ml SM9222D	coccus CFU/100ml EPA 1600	Onshore	Offshore							
S3	04/03/23	08:00	170	<10	40	None	None	None	None	Green	54	Clear		
S4	04/03/23	10:10	<10	<10	<2	None	None	None	None	Green		Clear		
S5	04/03/23	09:50	<10	<10	<2	None	None	None	None	Green		Clear		
S6	04/03/23	09:35	<10	<10	<2	None	None	None	None	Green		Clear		
WEST	04/03/23	09:30	40	<10	<2	None	None	None	None	Green		Clear		
S7	04/03/23	09:25	<10	10	4	None	None	None	None	Green		Clear		
S8	04/03/23	09:20	<10	10	10	None	None	None	None	Blue		Clear		
S9	04/03/23	09:05	<10	10	<2	None	None	None	None	Green		Clear		
ACM1	04/03/23	08:58	190	20	<10	None	None	None	None	Green		Slightly Turbid	Flowing	
S10	04/03/23	08:40	<10	<10	4	None	None	None	None	Green		Clear		
S11	04/03/23	08:30	40	<10	2	None	None	None	None	Green		Clear		
S12	04/03/23	08:15	20	<10	<2	None	None	None	None	Green		Clear		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

Unified Beach Monitoring

#2

South Orange County Wastewater Authority-Aliso Creek Ocean Outfall

REPORT FOR: April 2023
 REPORT DUE: June 1, 2023
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: Low Tide 07:02
 Weather: Overcast
 COMMENTS: Duplicate at S-5

STA#	DATE	TIME	Total	Fecal	Entero-	Material of Sewage		Oil & Grease	Odor	Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			Coliform CFU/100ml SM9222B	Coliform CFU/100ml SM9222D	coccus CFU/100ml EPA 1600	Onshore	Offshore							
S3	04/10/23	07:52	10	<10	6	None	None	None	None	Green		Slightly Turbid		
S4	04/10/23	09:58	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S5	04/10/23	09:51	<10	<10	<2	None	None	None	None	Green	56	Slightly Turbid		
S6	04/10/23	09:14	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
WEST	04/10/23	09:19	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S7	04/10/23	09:24	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S8	04/10/23	09:02	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S9	04/10/23	08:59	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
ACM1	04/10/23	08:39	50	<10	2	None	None	None	None	Green		Slightly Turbid	Flowing	
S10	04/10/23	08:32	<10	20	<2	None	None	None	None	Green		Slightly Turbid		
S11	04/10/23	08:27	10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S12	04/10/23	08:22	10	<10	2	None	None	None	None	Green		Slightly Turbid		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100m

South Orange County Wastewater Authority-Aliso Creek Ocean Outfall

REPORT FOR: April 2023
 REPORT DUE: June 1, 2023
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: High Tide 09:30
 Weather: Drizzle
 COMMENTS: Duplicate at S-5

STA#	DATE	TIME	Total	Fecal	Entero-	Material of Sewage		Oil & Grease	Odor	Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			Coliform CFU/100ml SM9222B	Coliform CFU/100ml SM9222D	coccus CFU/100ml EPA 1600	Onshore	Offshore							
S3	04/17/23	07:52	10	10	10	None	None	None	None	Green	55	Slightly Turbid	Flowing	
S4	04/17/23	10:09	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S5	04/17/23	10:00	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S6	04/17/23	09:27	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
WEST	04/17/23	09:31	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S7	04/17/23	09:37	<10	<10	<2	None	None	None	None	Green		Slightly Turbid		
S8	04/17/23	09:09	<10	<10	10	None	None	None	None	Green		Slightly Turbid		
S9	04/17/23	09:04	50	20	10	None	None	None	None	Green		Slightly Turbid		
ACM1	04/17/23	08:55	100	200	4	None	None	None	None	Green		Slightly Turbid		
S10	04/17/23	08:31	10	10	<2	None	None	None	None	Green		Slightly Turbid		
S11	04/17/23	08:26	10	10	<2	None	None	None	None	Green		Slightly Turbid		
S12	04/17/23	08:17	30	30	10	None	None	None	None	Green		Slightly Turbid		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

South Orange County Wastewater Authority-Aliso Creek Ocean Outfall

REPORT FOR: April 2023
 REPORT DUE: June 1, 2023
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: Low Tide 08:08
 Weather: Overcast
 COMMENTS:

STA#	DATE	TIME	Total	Fecal	Entero-	Material of Sewage		Oil & Grease	Odor	Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			Coliform CFU/100ml SM9222B	Coliform CFU/100ml SM9222D	coccus CFU/100ml EPA 1600	Onshore	Offshore							
S3	04/25/23	07:45	100	<10	<2	None	None	None	None	Green	55	Clear		
S4	04/25/23	10:03	<10	<10	<2	None	None	None	None	Green		Clear		
S5	04/25/23	09:57	20	<10	<2	None	None	None	None	Green	Clear			
S6	04/25/23	09:00	20	<10	2	None	None	None	None	Green	Clear			
WEST	04/25/23	08:56	10	<10	<2	None	None	None	None	Green	Clear			
S7	04/25/23	08:52	<10	10	2	None	None	None	None	Green	Clear			
S8	04/25/23	08:43	10	<10	<2	None	None	None	None	Green	Clear			
S9	04/25/23	08:40	<10	<10	4	None	None	None	None	Green	Clear			
ACM1	04/25/23	08:20	200	20	20	None	None	None	None	Green	Clear			
S10	04/25/23	08:13	<10	10	2	None	None	None	None	Green	Clear			
S11	04/25/23	08:09	40	10	2	None	None	None	None	Green	Clear			
S12	04/25/23	08:05	30	<10	2	None	None	None	None	Brown	Clear			

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

Unified Beach Water Quality Sample Station Map – Aliso Creek Ocean Outfall



Aliso Creek Ocean Outfall

Unified Beach Water Quality Monitoring Stations

SOCWA's NPDES discharge permit requires participation in the South Orange County Unified Beach Water Quality Monitoring Program. The monitoring stations below are tested by SOCWA at least once per week for Total and Fecal Coliform and Enterococcus Bacteria.

Station	Location
S3	Three Arch Bay Beach; 10,000' down-coast from ACOO
S4	Ninth Street-1000 Steps; 5,000' down-coast from ACOO
S5	Laguna Lido Beach; 4,000 down-coast from ACOO
West	West Street Drain; 2,000' down-coast from ACOO
S6	Table Rock Beach; 3,000' down-coast from ACOO
S7	Camel Point Beach; 2,000' down-coast from ACOO
S8	Aliso Beach south; 1,000' down-coast from ACOO
S9	Aliso Beach middle; at ACOO
ACM1	Aliso Beach at Aliso Creek Outlet
S10	Aliso Beach north; 1,000' up-coast of ACOO
S11	Treasure Island Beach; 2,000' up-coast of ACOC
S12	Goff Island Beach; 3,000' up-coast of ACOO

MONITORING REPORT

Off Shore Stations

South Orange County Wastewater Authority

DISCHARGE: Aliso Creek Ocean Outfall

REPORT FOR: April 2023

REPORT FREQUENCY: Monthly

REPORT DUE: June 1, 2023

SAMPLE SOURCE: Receiving water, nearshore and offshore

SAMPLING FREQUENCY: Monthly

EXACT SAMPLE POINTS: As specified in permit

TYPE OF SAMPLE: Grab

SAMPLES COLLECTED BY: Seaventures/SOCWA staff

SAMPLES ANALYZED BY: SOCWA Lab

Comments: High Tide 09:52

Sta No.	Sample Depth	Sample Date	Total Coliform CFU/100ml SM9222B	Fecal Coliform CFU/100ml SM9222D	Entero-coccus CFU/100ml EPA 1600	Sample Time	Oil & Grease	Sewage Debris	0 - None 1 - Mild 2 - Moderate 3 - Severe
A-1	Surface	04/06/23	<2	<2	<2	07:56	0	0	
A-1	Mid depth	04/06/23	<10	<10	<10				
A-2	Surface	04/06/23	<2	2	<2	07:45	0	0	
A-2	Mid depth	04/06/23	<10	<10	<10				
A-3	Surface	04/06/23	<2	<2	<2	07:48	0	0	
A-3	Mid depth	04/06/23	<10	<10	<10				
A-4	Surface	04/06/23	<2	<2	<2	08:00	0	0	
A-4	Mid depth	04/06/23	10	<10	<10				
A-5	Surface	04/06/23	2	<2	<2	07:52	0	0	
A-5	Mid depth	04/06/23	10	10	<10				
B-1	Surface	04/06/23	<2	<2	<2	07:36	0	0	
B-1	Mid depth	04/06/23	<10	<10	40				
B-2	Surface	04/06/23	<2	<2	<2	08:09	0	0	
B-2	Mid depth	04/06/23	10	<10	<10				
N1	Surface	04/06/23	2	<2	<2	08:26	0	0	
N2	Surface	04/06/23	4	<2	<2	08:25	0	0	
N3	Surface	04/06/23	4	<2	<2	08:24	0	0	
N4	Surface	04/06/23	10	<2	<2	08:23	0	0	
N5	Surface	04/06/23	2	2	<2	08:22	0	0	
N6	Surface	04/06/23	<2	<2	<2	08:20	0	0	
N7	Surface	04/06/23	<2	<2	<2	08:18	0	0	

REQUIREMENT: (1) Floating particulates and grease and oil shall not be visible. (2) The discharge of wasteshall not cause aesthetically undesirable discoloration of the ocean surface.

**Compliance Summary Report
Aliso Creek Ocean Outfall 2023**

ACOO Permit Order No. R9-2022-0006							
Agency - Facility	Violation Date	Constituent	Effluent Limit Violation	Units	Permit Limit	Reported Value	Potential Fine
IRWD -SGU	3/18/2023	TDS	Not Monitored	mgl	weekly	Not reported	\$ 3,000
IRWD -SGU	3/18/2023	Turbidity	Not Monitored	ntu	weekly	Not reported	\$ 3,000



SOCWA and MEMBER AGENCY FACILITIES
ACOO Spill / Overflow Report Log - 2023
Order No. R9-2022-0006 ~ NPDES Permit No. CA0107611

Reporting Agency	Responsible Agency	Estimated Volume (Gallons)	Type of Discharge	Location/Comments	Receiving Waters	Date Reported To State	Date Resolved
No spills during this monitoring period.							

SAN JUAN CREEK OCEAN OUTFALL MONITORING REPORT

March 2023

DATE	J.B. LATHAM FACILITY				SAN CLEMENTE WRP				SMWD CHIQUITA WRP				3-A PLANT				CSJC	SCWD	SJCOO	Rain
	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	FLOW MGD	TSS mg/L	cBOD mg/L	SS ml/L	Desalter FLOW MGD	Desalter FLOW MGD	FLOW MGD	Fall inches
03/01/23	9.110	8.0	8.3	0.2	4.097	5.4	8.0	<0.1	0.000				1.841	15.6	11.5	<0.1	0.000	No Flow	14.500	0.37
03/02/23	9.580	8.7	6.7	<0.1	4.200	5.8	8.0	<0.1	0.007	1.7	1.7	<0.1	1.628	11.6	8.6	<0.1	0.000	0.195	15.720	0.00
03/03/23	8.850	8.0	12.3	<0.1	3.555	4.8	4.0	<0.1	0.000				1.512	13.2	10.8	ND	0.000	0.192	14.270	0.00
03/04/23	8.590	9.2	11.9		3.413		9.0		0.000				1.550				0.000	0.180	13.710	0.00
03/05/23	8.400	8.3	12.7	<0.1	3.477				0.000				1.567				0.000	0.178	13.460	0.03
03/06/23	8.490	9.8	9.3	<0.1	3.577	8.0	8.0	<0.1	0.000				1.487	17.4	10.0	<0.1	0.000	0.178	13.610	0.00
03/07/23	8.370	8.3	5.7	<0.1	2.945	6.8	9.0	<0.1	0.000				1.421	11.2	10.0	<0.1	0.000	0.189	12.850	0.00
03/08/23	8.150	9.6	8.0	<0.1	3.154	6.7	7.0	<0.1	0.009	1.1	2.1	<0.1	1.387	19.0	10.2	<0.1	0.000	0.193	13.160	0.00
03/09/23	8.130	11.1	7.6	<0.1	3.272	6.2	7.0	<0.1	0.000				1.391	10.0	8.8	<0.1	0.000	0.183	13.350	0.00
03/10/23	7.960	10.7	8.7	0.1	2.988	5.6	6.0	<0.1	0.000				1.631	7.6	6.8	0.1	0.000	0.179	12.770	0.83
03/11/23	9.540	15.9	12.3		3.919		8.0		0.000				1.577				0.000	0.172	14.960	0.11
03/12/23	9.010	15.1	15.8	<0.1	3.659				0.000				1.562				0.000	0.179	14.620	0.00
03/13/23	8.790	38.3	18.2	0.2	3.602	7.2	8.0	0.1	0.000				1.533	18.2	11.0	<0.1	0.000	0.179	14.060	0.00
03/14/23	8.540	23.6	11.3	0.1	3.596	6.0	7.0	<0.1	0.011	2.2	6.2	<0.1	2.280	16.0	11.8	<0.1	0.000	0.183	13.640	0.98
03/15/23	12.220	46.7	18.6	0.6	4.822	8.0	8.0	0.1	1.670	1.4	3.0	<0.1	2.443	15.4	9.4	<0.1	0.000	0.180	19.320	1.88
03/16/23	13.630	30.2		0.1	5.759	7.2	6.0	<0.1	0.006	5.2	2.2	<0.1	1.932	12.4	8.4	<0.1	0.000	0.179	25.230	0.01
03/17/23	9.830	10.2	8.2	<0.1	4.098	3.7	4.0	<0.1	0.000				1.830	10.0	8.4	0.1	0.000	0.198	16.600	0.00
03/18/23	9.090	9.7	10.0		3.776		7.0		0.000				1.789				0.000	0.194	15.200	0.00
03/19/23	8.810	16.4	11.7	<0.1	3.612				0.087	0.7	6.6	<0.1	1.684				0.000	0.193	14.650	0.02
03/20/23	8.840	23.0	26.7	<0.1	3.559	7.3	6.0	<0.1	0.078	2.1	7.4	<0.1	1.764	18.2	8.8	<0.1	0.000	0.185	14.620	0.11
03/21/23	9.270	8.2	7.0	<0.1	3.837	7.1	6.0	0.2	1.361	2.9	5.2	<0.1	2.363	17.4	12.5	<0.1	0.000	0.178	15.210	1.52
03/22/23	12.380	10.5	6.7	<0.1	4.631	6.9	6.0	<0.1	1.353	8.0	2.3	<0.1	1.968	13.4	9.1	<0.1	0.000	0.180	21.980	0.08
03/23/23	10.890	9.0	6.0	0.2	4.026	7.7	7.0	<0.1	0.148	3.6	3.2	<0.1	1.809	16.4	10.2	<0.1	0.000	0.199	19.130	0.11
03/24/23	10.130	7.7	5.3	0.1	3.928	5.4	5.0	<0.1	0.045	4.6	2.7	<0.1	1.736	9.2	8.4	<0.1	0.000	0.194	16.620	0.00
03/25/23	9.270	8.3	7.7		3.435		7.0		0.024	1.9	7.8	<0.1	1.625				0.000	0.194	15.150	0.00
03/26/23	8.930	7.7	9.3	<0.1	3.985				0.167	1.3	8.2	<0.1	1.666				0.000	0.193	14.540	0.00
03/27/23	8.940	11.0	9.3	<0.1	3.535	6.4	6.0	<0.1	0.002	8.2	7.1	<0.1	1.630	14.8	8.0	<0.1	0.000	0.194	14.770	0.00
03/28/23	8.700	7.4	9.7	0.1	3.625	7.4	7.0	<0.1	0.000				1.568	10.2	8.0	<0.1	0.000	0.198	13.990	0.00
03/29/23	8.460	8.3	5.3	<0.1	3.221	7.1	7.0	<0.1	0.414	4.9	2.4	0.1	1.746	14.4	11.6	<0.1	0.000	0.178	13.750	0.52
03/30/23	9.910	8.3	7.0	<0.1	3.938	7.3	7.0	<0.1	0.000				1.624	11.0	8.5	<0.1	0.000	0.189	16.260	0.26
03/31/23	9.410	6.7	6.3	<0.1	3.854	6.2	6.0	<0.1	0.002	1.8	2.5	<0.1	1.641	11.8	10.2	<0.1	0.000	0.194	15.230	0.00
AVG	9.362	13.4	10.1	<0.1	3.777	6.5	6.8	<0.1	0.174	3.2	4.4	<0.1	1.716	13.7	9.6	<0.1	0.000	0.181	15.385	
TOTAL	290.220				117.095				5.384				53.185				0.000	5.600	476.930	6.83

South Orange County Wastewater Authority-San Juan Creek Ocean Outfall

REPORT FOR: March 2023
 REPORT DUE: May 1, 2023
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: High Tide 832
 Weather: Clear
 COMMENTS:

STATION #	DATE	TIME	Total Coliform	Fecal Coliform	Enterococcus	Material of Sewage Origin		Oil & Odor		Water	H2O	Water	Water	Birds
			CFU/100ml SM9222B	CFU/100ml SM9222D	CFU/100ml EPA 1600	Onshore	Offshore	Grease	Odor	Color	Temp(F)	Condition	Outlet	
S0	03/07/23	08:05	80	40	20	None	None	None	None	Blue	53	Clear	Flowing	
S1	03/07/23	08:10	40	200	36	None	None	None	None	Blue		Clear		
S2	03/07/23	09:08	40	<20	60	None	None	None	None	Blue		Clear		
DSB5	03/07/23	09:15	2200	200	280	None	None	None	None	Blue		Clear		
S3	03/07/23	08:20	40	<20	6	None	None	None	None	Blue		Clear		
DSB4	03/07/23	08:22	40	<20	<2	None	None	None	None	Blue		Clear		
S5	03/07/23	08:37	20	<20	2	None	None	None	None	Blue		Clear		
DSB1	03/07/23	08:34	20	<20	<2	None	None	None	None	Blue		Clear		
SJC1	03/07/23	08:15	300	<100	100	None	None	None	None	Blue	Clear	Flowing		

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

South Orange County Wastewater Authority-San Juan Creek Ocean Outfall

REPORT FOR: March 2023
 REPORT DUE: May 1, 2023
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: Low Tide 1006

Weather: Overcast

COMMENTS:

STATION #	DATE	TIME	Total Coliform	Fecal Coliform	Entero-coccus	Material of Sewage Origin		Oil & Grease		Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			CFU/100ml SM9222B	CFU/100ml SM9222D	CFU/100ml EPA 1600	Onshore	Offshore	Grease	Odor					
S0	03/14/23	09:55	200	60	<20	None	None	None	None	Brown	56	Slightly Turbid		
S1	03/14/23	10:05	100	20	<20	None	None	None	None	Green		Slightly Turbid		
S2	03/14/23	09:25	6800	600	520	None	None	None	None	Brown		Turbid		
DSB5	03/14/23	09:15	4400	280	300	None	None	None	None	Brown		Turbid		
S3	03/14/23	10:20	100	<20	<20	None	None	None	None	Green		Slightly Turbid		
DSB4	03/14/23	10:25	300	<20	40	None	None	None	None	Green		Slightly Turbid		
S5	03/14/23	10:35	200	<20	<20	None	None	None	None	Green		Slightly Turbid		
DSB1	03/14/23	10:40	100	20	<20	None	None	None	None	Green		Slightly Turbid		
SJC1	03/14/23	09:40	7300	200	600	None	None	None	None	Brown		Turbid	Flowing	

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

South Orange County Wastewater Authority-San Juan Creek Ocean Outfall

REPORT FOR: March 2023
 REPORT DUE: May 1, 2023
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: High Tide 09:25

Weather: Partly Cloudy

COMMENTS:

STATION #	DATE	TIME	Total Coliform	Fecal Coliform	Entero-coccus	Material of Sewage Origin		Oil & Grease		Water Color	H2O Temp(F)	Water Condition	Water Outlet	Birds
			CFU/100ml SM9222B	CFU/100ml SM9222D	CFU/100ml EPA 1600	Onshore	Offshore	Grease	Odor					
S0	03/21/23	13:05	4000	700	1700	None	None	None	None	Brown		Turbid		
S1	03/21/23	13:15	6000	1200	1600	None	None	None	None	Brown		Turbid		
S2	03/21/23	12:45	19000	12000	11000	None	None	None	None	Brown		Turbid		
DSB5	03/21/23	12:20	29000	8000	12000	None	None	None	None	Brown		Turbid	Flowing	
S3	03/21/23	13:25	8000	1000	1300	None	None	None	None	Brown		Turbid		
DSB4	03/21/23	13:30	1000	900	800	None	None	None	None	Brown		Turbid		
S5	03/21/23	13:40	3000	400	800	None	None	None	None	Brown		Turbid		
DSB1	03/21/23	13:50	1000	500	1300	None	None	None	None	Brown	57	Turbid		
SJC1	03/21/23	12:50	39000	22000	12000	None	None	None	None	Brown		Turbid	Flowing	

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.

South Orange County Wastewater Authority-San Juan Creek Ocean Outfall

REPORT FOR: March 2023
 REPORT DUE: May 1, 2023
 SAMPLE SOURCE: Receiving water surf zone
 TYPE OF SAMPLE: Grab

REPORT FREQUENCY: Monthly
 EXACT SAMPLE POINTS: As specified in Unified Monitoring Plan
 SAMPLES COLLECTED BY: SOCWA Lab
 SAMPLES ANALYZED BY: SOCWA Lab

Tidal Condition: Low Tide 10:44
 Weather: Clear
 COMMENTS:

STATION #	DATE	TIME	Total Coliform	Fecal Coliform	Enterococcus	Material of Sewage Origin		Oil & Odor		Water	H2O	Water	Water	Birds
			CFU/100ml SM9222B	CFU/100ml SM9222D	CFU/100ml EPA 1600	Onshore	Offshore	Grease	Odor	Color	Temp(F)	Condition	Outlet	
S0	03/28/23	09:18	40	<20	<20	None	None	None	None	Green		Slightly Turbid		
S1	03/28/23	09:15	20	<20	<20	None	None	None	None	Green	52	Slightly Turbid		
S2	03/28/23	09:40	600	100	100	None	None	None	None	Brown		Turbid		
DSB5	03/28/23	09:55	3000	100	200	None	None	None	None	Brown		Turbid		
S3	03/28/23	09:05	40	20	20	None	None	None	None	Green		Slightly Turbid		
DSB4	03/28/23	09:00	<20	<20	<20	None	None	None	None	Green		Slightly Turbid		
S5	03/28/23	08:55	60	<20	<20	None	None	None	None	Green		Slightly Turbid		
DSB1	03/28/23	08:45	<20	<20	<20	None	None	None	None	Green		Slightly Turbid		
SJC1	03/28/23	09:25	1200	200	200	None	None	None	None	Brown		Turbid	Flowing	

RECEIVING WATER LIMITATIONS: Single Sample Maximum - Total coliform density shall not exceed 10,000 per 100ml; Fecal coliform density shall not exceed 400 per 100ml; Enterococcus density shall not exceed 104 per 100ml.



San Juan Creek Ocean Outfall

Unified Beach Water Quality Monitoring Stations

SOCWA's NPDES discharge permit requires participation in the South Orange County Unified Beach Water Quality Monitoring Program. The monitoring stations below are tested by SOCWA at least once per week for Total and Fecal Coliform and Enterococcus Bacteria.

Station	Location
DSB 5	Doheny Beach – North Creek Outlet 1500' up-coast from SJCOO
S2	Doheny Beach- Midway between Jetty and San Juan Creek
SJC1	San Juan Creek Mouth – up-coast from SJCOO
S0	Doheny Beach at Outfall; surf line over SJCOO
S1	Doheny Beach Campground; 1,000' down-coast from SJCOO
DSB 4	Doheny State Beach; 1,900' down-coast from SJCOO
S3	South Day Use; 2000' down-coast from SJCOO
S5	Doheny Beach near overpass; 3000' down-coast from SJCOO
DSB 1	End of Doheny State Beach; 3500' down-coast from SJCOO

MONITORING REPORT

Offshore

South Orange County Wastewater Authority

DISCHARGE: San Juan Creek Ocean Outfall

REPORT FOR: March 2023

REPORT FREQUENCY: Monthly

REPORT DUE: May 1, 2023

SAMPLE SOURCE: Receiving water, nearshore and offshore

SAMPLING FREQUENCY: Monthly

EXACT SAMPLE POINTS: As specified in permit

TYPE OF SAMPLE: Grab

SAMPLES COLLECTED BY: Seaventures/SOCWA staff

SAMPLES ANALYZED BY: SOCWA Lab

Comments: High Tide 09:35

Station No.	Sample Depth	Sample Date	Total Coliform	Fecal Coliform	Enterococcus	Sample Time	Oil & Grease	Sewage Debris	0 - None 1 - Mild 2 - Moderate 3 - Severe
			CFU/100ml SM9222B	CFU/100ml SM9222D	CFU/100ml EPA 1600				
A-1	Surface	03/09/23	<2	<2	<2	09:30	0	0	
A-1	Mid depth	03/09/23	30	<10	<10				
A-2	Surface	03/09/23	<2	<2	<2	09:38	0	0	
A-2	Mid depth	03/09/23	20	10	10				
A-3	Surface	03/09/23	<2	<2	<2	09:42	0	0	
A-3	Mid depth	03/09/23	10	<10	<10				
A-4	Surface	03/09/23	<2	<2	<2	09:48	0	0	
A-4	Mid depth	03/09/23	<10	<10	<10				
A-5	Surface	03/09/23	<2	<2	<2	09:44	0	0	
A-5	Mid depth	03/09/23	300	140	30				
B-1	Surface	03/09/23	<2	<2	<2	08:26	0	0	
B-1	Mid depth	03/09/23	90	20	<10				
B-2	Surface	03/09/23	<2	<2	<2	09:58	0	0	
B-2	Mid depth	03/09/23	<10	<10	<10				
N1	Surface	03/09/23	<2	<2	<2	09:17	0	0	
N2	Surface	03/09/23	<2	<2	<2	09:14	0	0	
N3	Surface	03/09/23	2	<2	<2	09:12	0	0	
N4	Surface	03/09/23	8	<2	<2	09:07	0	0	
N5	Surface	03/09/23	6	2	2	09:05	0	0	
N6	Surface	03/09/23	8	<2	<2	09:03	0	0	

REQUIREMENT: (1) Floating particulates and grease and oil shall not be visible. (2) The discharge of waste shall not cause aesthetically undesirable discoloration of the ocean surface.

**Compliance Summary Report
San Juan Creek Ocean Outfall 2023**

SJCOO Permit Order No. R9-2022-0005

Agency	Violation Date	Constituent	Effluent Limit Violation	Units	Permit Limit	Reported Value	Potential Fine
No monitoring violations during this period.							

**SOCWA and MEMBER AGENCY FACILITIES
 SJCOO Spill / Overflow Report Log - 2023
 Order No. R9-2022-0005 ~ NPDES Permit No. CA0107417**

Reporting Agency	Responsible Agency	Estimated Volume (Gallons)	Type of Discharge	Location/Comments	Receiving Waters	Date Reported To State	Date Resolved
No spills during this monitoring period.							

Waste Discharge Requirement Order 97 - 52

Agency - Facility	Violation Date	Constituent	Effluent Limit Violation	Units	Permit Limit	Reported Value	Remarks
TCWD - RRWRP	1/3/2023	TDS	12 month	mg/L	1000	1078	
SOCWA - RTP	1/9/2023	TDS	12-Month	mg/L	1000	1274	
SOCWA - RTP	1/9/2023	TDS	Daily Maximum	mg/L	1100	1230	
SOCWA - RTP	1/9/2023	Manganese	12-Month	mg/L	0.05	0.100	
SOCWA - CTP	1/9/2023	Manganese	12-Month	mg/L	0.05	0.130	
MNWD - 3A	1/9/2023	TDS	12-Month	mg/L	1000	1169	
MNWD - 3A	1/9/2023	TDS	Daily Maximum	mg/L	1100	1230	
MNWD - 3A	1/9/2023	Manganese	12-Month	mg/L	0.05	0.08	
TCWD - RRWRP	2/7/2023	TDS	12 month	mg/L	1000	1170	
SOCWA - RTP	2/2/2023	TDS	12-Month	mg/L	1000	1086	
SOCWA - RTP	2/2/2023	TDS	Daily Maximum	mg/L	1100	1390	
SOCWA - RTP	2/2/2023	Manganese	12-Month	mg/L	0.05	0.110	
SOCWA - CTP	2/2/2023	Manganese	12-Month	mg/L	0.05	0.080	
TCWD - RRWRP	3/7/2023	TDS	12 month	mg/L	1000	1083	
SOCWA - RTP	3/2/2023	TDS	12-Month	mg/L	1000	1307	
SOCWA - RTP	3/2/2023	TDS	Daily Maximum	mg/L	1100	1480	
SOCWA - RTP	3/2/2023	Manganese	12-Month	mg/L	0.05	0.110	
SOCWA - CTP	3/2/2023	Manganese	12-Month	mg/L	0.05	0.080	

Recycled Water Report

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

QUARTERLY RECYCLED WATER MONITORING

Monitoring Period Ending: Mar 31, 2023

Constituent	Units	12-month Avg Maximum Permit Limit	TCWD 12-month Average	SMWD Oso 12-month Average	SMWD Chiquita 12-month Average	SMWD Nichols 12-month Average	MNWD-3A 12-month Average	MNWD-RTP 12-month Average	SCWD-CTP 12-month Average

TDS	mg/L	1000	1083.00	Offline	943.00	865.00	1163.00	1307.00	1053.00
Chloride	mg/L	375	246.00	Offline	216.00	229.00	231.00	277.00	314.00
Sulfate	mg/L	400	394.00	Offline	276.00	234.00	393.00	373.00	368.00
Sodium	mg/L	None	56.00	Offline	168.00	175.00	-	198.00	195.00
Alkalinity	mg/L	None	-	Offline	-	-	-	296.00	205.00
Adjusted SAR	Ratio	None	4.95	Offline	5.28	5.28	4.05	4.68	4.73
Iron	mg/L	0.3	.01	Offline	.11	.01	.16	.24	.15
Manganese	mg/L	0.05	.01	Offline	.04	.01	0.08	.11	.08
MBAS	mg/L	0.5	ND	Offline	ND	ND	ND	ND	ND
Boron	mg/L	0.75	.32	Offline	.32	.30	.37	.29	.35
Fluoride	mg/L	None	.65	Offline	.66	.96	.74	.74	.93
Total Organic Carbon	mg/L	None	5.50	Offline	12.90	8.30	1.90	10.40	7.80

*** The CTP 12-month permit limits are listed below:

TDS 1200 mg/L
Chloride 400 mg/L
Sulfate 500 mg/L

SOCWA Service Area
Recycled Water Production (ac-ft)
2023

Agency	Facility or Region	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23	Annual Totals
CSJC 1	3-A Plant/MNWD	.00	.00	-1.79	-8.63									-10.42
CSJC 2	Chiquita/SMWD	.29	4.74	.71	21.18									26.92
CSJC 3	Non-Domestic Well	10.40	27.80	5.70	7.90									51.80
ETWD	Region 8	16.43	40.04	12.22	89.54									158.24
IRWD														
4	IRWD - 8	21.73	53.01	10.23	48.46									133.43
4	IRWD - 9	8.13	22.80	2.69	29.28									62.90
SCWD	SOCWA CTP	5.64	44.41	9.09	40.22									99.36
MNWD	JRP	174.19	247.35	149.73	297.08									868.35
	3-A Plant	130.46	6.55	.00	57.46									194.47
5	CTP	1.07	4.00	.00	.00									5.07
SMWD	Oso Creek													
	Chiquita	546.20	452.32	555.10	489.33									2042.96
	Nichols	1.50	1.35	1.52	1.34									5.71
TCWD	RRWRP	56.19	37.03	34.85	28.41									156.48
TOTALS		972.20	941.41	780.04	1101.57									3795.22

- 1 Denotes transfer of recycled water from MNWD (3A Plant) for use in the CSJC service area. Not counted as additional production.
- 2 Denotes recycled water purchased from SMWD Chiquita-WRP used in the CSJC service area. Not counted as additional production.
- 3 Denotes nondomestic groundwater produced from wells used for landscape irrigation.
- 4 IRWD production is from recycled water production, nonpotable water wells, and surface water impoundments
- 5 Denotes transfer of recycled water from SCWD (SOCWA CTP) for use in the MNWD service area. Not counted as additional production.
- Note: All of ETWD reclaimed water produced and used in Region 8.
NR = No Report

Pretreatment Report

Agenda Item

5.E.

Legal Counsel Review: No

Meeting Date: June 1, 2023

TO: Board of Directors

FROM: Jim Burror, Acting General Manager/Director of Operations

STAFF CONTACT: Katie Greenwood, Source Control Manager

SUBJECT: Monthly Pretreatment Report – April and May 2023
San Juan Creek Ocean Outfall
NPDES Permit #CA0107417 Order # R9-2022-0005
Aliso Creek Ocean Outfall
NPDES Permit #CA0107611 Order # R9-2022-0006

Summary of Program Activities

Staff continues to utilize the CA Manufacturers Directory, submitted will serve notices, and business licensing data to identify industrial users (IUs) and update each member agency (MA) industrial waste survey (IWS) spreadsheet. Please see “Summary of IWS Activities” table below.

The dry weather season officially started April 15th and dry weather diversion connections are allowed to be re-opened and connected to sewer facilities. The City of Dana Point confirmed that it started the Salt Creek Ozone Treatment Facility on April 24, 2023, and that all diversions were opened mid-May. As of May 15, 2023, CLB had only opened about half of its diversions. Staff expects all diversions to be opened by June 1, 2023.

Permit Related Activities

The following Wastewater Discharge (WD) Permits, Special Wastewater Discharge (SWD) Permits, Nuisance Water-Special Wastewater Discharge (NSWD) Permits, Non-Industrial Wastewater Discharge (NIWD) forms, and BMP letters were issued or are in the process of being drafted for issuance:

CSC/SMWD – Prima Deshecha Landfill (PDL) – On February 14, 2022, SOCWA received a WD Permit Application submitted on behalf of Orange County Waste & Recycling (OCWR) for proposed discharge from a treatment system for landfill gas condensate stream produced at PDL. A final project treatment design was submitted to SOCWA on October 11, 2022. Staff presented a summary report to the SOCWA Engineering Committee during the November 10, 2022, meeting. Additionally, CSC and SOCWA Staff met with the applicant on March 8, 2023, to further discuss pilot study results and regulatory concerns. Staff have drafted a final response letter pending approval of CSC and SMWD Staff.

SCWD – NSWD Permit No. SCWD-N4-010 for Three Arch Bay – Staff are working with SCWD and Three Arch Bay (TAB) Staff to add and reflect three new dry weather diversion connection points. Due to Staff turnover, SCWD and TAB temporarily placed construction design and diversion connection on hold. On May 10, 2023, TAB’s Engineer submitted one of three designs

for approval. Once fully approved and constructed, SCWD will amend the existing Agreement or create a new Agreement between SCWD and TAB and then a new Permit will be created, or the existing Permit modified prior to the new diversions being connected to sewer facilities.

SCWD - Burnham-Ward Properties LLC - The County of Orange - Dana Point Harbor Revitalization Project – On July 26, 2022, Staff received a SWD Permit Application to discharge water encountered during construction activities over a three-year period. SOCWA provided a response letter to the application on September 19, 2022, stating concerns and a request for additional documentation and monitoring data. The applicant submitted additional monitoring data on January 31, 2023. During an in-person meeting with applicant and its Staff on February 8, 2023, SOCWA relayed the need to further study the impact to its JBL facility, as recommended by the Carollo JBL TP Salt Study, and figure treatment costs should discharge to the sewer commence. The applicant agreed to pay for the additional study and sign a commitment letter stating such. A scope of work from Carollo Engineering for the model and study was provided on May 11, 2023, to the applicant for review.

MNWD – Confluent Medical Technologies located at 27721 La Paz Rd Ste. A, Laguna Niguel, CA 92677. On March 17, 2023, Staff received a permit application for discharge of quench water associated with an extrusion process. Staff inspected the process on March 28, 2023, and determined that the effluent is subject to 40 CFR Part 463 – Plastics Molding and Forming Point Source Category, Subpart A – Contact Cooling. There are no pretreatment standards for this category. However, an EPA memo issued on December 5, 2022, names the Plastics Molding and Forming Category as a known discharge of PFAS and recommends PFAS pollution prevention and source reduction through permit prescribed BMPs and requirements and quarterly monitoring for 40 PFAS parameters. Therefore, Staff is drafting a BMP based permit for MNWD's consideration to regulate the site more easily as needed.

MNWD – Mission Viejo County Club – On March 28, 2023, SOCWA received a SWD Permit Application for a fabricated RO treatment plant for removing TDS from secondary effluent, supplied by MNWD, for reuse as golf-course irrigation water. SOCWA Staff has drafted a Class IV SWD Permit to allow the discharge of brine and cleaning-in-place (CIP) wastewater associated with the RO treatment plant. The draft was distributed on May 4, 2023, to MNWD and applicant Staff for comment and review prior to issuance.

SOCWA – SWD Permit No. SOCWA-4-006-05-24 - On April 6, 2023, IRWD submitted a dewatering SWD Permit Application for groundwater discharges associated with a required sewer improvement construction project. Staff issued a Class IV SWD Permit on May 15, 2023.

SMWD – WD Permit No. 1-004-06-28 – Applied Medical Resources – Renewal WD Permit to continue to allow the batch discharge of passivation and tumbling wastewater. Staff received the renewal permit application on March 23, 2023, and distributed the draft renewal permit to SMWD Staff for review and signature on May 1, 2023. Staff expects the renewal to be issued on time with an effective date of June 1, 2023 and an expiration date of May 31, 2028.

CLB – SWD Permit No. CLB-4-001-10-27 - Chevron GW treatment site located on the property of the Laguna Surf Resort – Chevron and its consultants submitted documentation on May 8, 2023, from State regulators verifying site clean-up and closure releasing Chevron of its responsibilities. Pending final inspection, Staff expects to issue a permit termination letter.

Trainings and Committee Meetings Attended

On May 17-19, 2023, Staff attended NACWA's Annual Pretreatment Workshop. The workshop focused on PFAS regulations from a Federal, State, and local program perspective. Staff continues to help lead breakout session discussions for EPA Region 9. Staff also continue to attend the annual pretreatment committee meeting to share and receive national news as it relates to wastewater rules and regulations.

Inspections

SOCWA Staff will soon start the process of conducting its required annual site inspections and monitoring/sampling of all SIU/CIU's in the SOCWA service area. This is a required activity of the SOCWA pretreatment program. The information and data obtained from these required activities will be incorporated into the SOCWA Pretreatment Annual Report.

On May 23, 2023, Staff inspected Chevron's GW clean-up sewer connection and sampling site located on the property of the Laguna Surf Resort. The goals of the inspection were to 1.) fully grasp what equipment was to be removed since the State granted full closure of the site prior to sewer discharge permit termination, 2.) facilitate a conversation between Resort, City and Chevron Staff, and 3.) understand what other wastewater discharge permits may be needed for the Resort Site for regulating non-stormwater discharges.

Summary of IWS Activities in SOCWA's Service Area - YTD through May 17, 2023

MA IUs	Events	Permits	NIWD	BMPs	FSEs	OSEs	DSEs	Closed	Enforcement	Total IUs
CLB (S)	0	3	2	5	8	110	15	0	0	143
CSC (S)	0	10	35	18	181	1265	37	1	1	1546
CSJC (S)	24	3	27	59	139	1682	28	9	0	1937
ETWD (M)	0	3	88	0	262	131	50	0	0	487
EBSD (U)	0	1	0	0	0	0	0	0	0	1
IRWD (S)	0	4	51	21	63	914	18	0	0	1071
MNWD (S)	42	6	120	38	644	2123	149	8	0	3080
SMWD (S)	16	6	19	20	215	826	52	2	0	1138
SCWD (S)	0	8	33	7	148	186	15	0	0	397
TCWD (S)	2	0	11	0	7	33	2	0	0	51
SOCWA (S)	0	3	1	0	0	0		0	0	4
Totals	84	47	387	168	1667	7270	366	20	1	9855

(S) = SOCWA conducts PT program
(M) = MA conducts PT program /w SOCWA
(U) = Urban Diversion Only

NIWD = Non-industrial Waste Discharger
BMP = Best Management Practices
FSE = Food Service Establishment

YTD = Year to Date
OSE = Other Surveyed Establishment
DSE = Dental Surveyed Establishment

Agenda Item

5.E.

Board of Directors Meeting

Meeting Date: June 1, 2023

TO: Board of Directors

FROM: Jim Burror, Acting General Manager/Director of Operations

STAFF CONTACTS: David Baranowski, Director of Engineering

SUBJECT: Capital Improvement Program Status Report (*May*)

The status of the SOCWA Capital Improvement Program is presented in the tables on the following pages. Below are updates for the month of May for the major construction projects currently underway at SOCWA facilities.

J.B. Latham Package B

Plant 1 Basin Repairs, DAF Rehabilitation, Energy Building seismic retrofit, and minor rehabilitation of Digester 4:

The project is nearing completion. The contractor has demobilized. Staff is working with the Construction Management team to close out all outstanding items.

Environmental Mitigation for the Coastal Treatment Plant Sludge Force Main Replacement Project

Restoration and improvements around Aliso Creek as required by the construction permits for the replacement of the force main from the Coastal Treatment Plant to the Regional Treatment Plant:

The area disturbed by construction has been reseeded with native species and is being monitored by a team of biologists. Staff are working with an environmental consultant, Dudek, on the planning of the mitigation work that is required by the project permits.

The rain events earlier this year resulted in significant mud flows covering the trail adjacent to the Coastal fire burn area. Staff is in contact with OC Parks and OC Public Works as they try to stabilize the burned hillside. Beyond the burn area, the rains provided much needed water for the rest of the hydroseed. Native vegetation is beginning to establish itself within the site.



Photo of vegetation growth along Aliso Creek

Recommended Action: Information Item.

SOCWA CIP Workplan

Project Number	Project Name	Revised FY 23 Spending Forecast	Status	FY 2022/2023				FY 2023/2024			
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PC 2 - J.B. Latham Treatment Plant											
3220/32212L	Facility Improvements B	\$ 2,574,581	Construction nearing completion	C	C	C					
3215/3252/ 32231L	Electrical System Upgrades	\$ 250,000	Design underway	D	D	D	D	B&A	C	C	C
3222/3234	Centrate Piping Reconstruction	\$ 112,074	Design underway	D	D	D	D	B&A	C	C	
32234L	Chlorine Contact Basin Isolation Gates and Structural Rehab	\$ 100,000						D	D	B&A	C
32226L/32235L/ 3253	Effluent Pump Station Upgrades	\$ 158,750						D	D	D	B&A
32232C	Administration Building Roof Reconstruction	\$ 100,000				B&A	C	C			
32233S	Scum Line Replacement	\$ 25,000						D	D	B&A	C
32231C	Process Water Repiping	\$ 50,000						P	P	P	D
3216/32225S	Energy Building Upgrades	\$ 125,000						D	D	D	D
PC 5 - San Juan Creek Ocean Outfall											
36221O	Surge System Air Valve Replacement	\$ 39,064	Coordinating with Ops					P	P	C	C
PC 15 - Coastal Treatment Plant											
3541-000	Export Sludge System Construction (2020)	\$ -	Pipe complete and mitigation work ongoing	ENV	ENV	ENV	ENV	ENV	ENV	ENV	ENV
35228L	Aeration System Upgrades	\$ 50,000	Diffusers delivered	D	D	D	D	B&A	C	C	C
3525	Personnel Building Reconstruction	\$ 308,632	Design underway	D	D	D	D	D	B&A	C	C
35221L	Auxiliary Blower Building Roof	\$ 50,000					D	B&A	C	C	
3522AL	Drainage Pump Station	\$ 125,000	Design underway				D	D	D	D	D
35238L	Odor Control Scrubber/Foul Air System Reconstruction	\$ 100,000						P	D	D	D
35238L	Relocate Influent Flow Meters	\$ 25,000	Work completed by Ops			C					
PC 17 - Regional Treatment Plant											
3722AL/C/S	MCC A, C, G, H Replacement	\$ 107,156	Design underway	D	D	D	D	D	D	D	D
3758/3759	AWT No.2 Reconstruction (2020)	\$ -	MNWD to manage construction	D	D	D	D				
47224C	Consequence of Failure Analysis	\$ 75,000	Study underway	P	P	P	P				
3742	Aeration System Upgrades	\$ 52,000					P	P	P		

SOCWA CIP Workplan

Project Number	Project Name	Revised FY 23 Spending Forecast	Status	FY 2022/2023				FY 2023/2024			
				Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
PC 21 - Effluent Transmission Main											
3107 (B/C/D)/ 3108 (E)	Air Valve Replacement Construction (D) (2021)	\$ 200,000	Design underway	D	D	D	D	D	B&A	C	C
3101/31221B	Trail Bridge Crossing (D)	\$ -	Planning/design underway	P	P	P	P	P	P	P	P
PC 24 - Aliso Creek Ocean Outfall											
3480	Internal Seal Replacement	\$ 60,100	Design underway	D	D	D	B&A	C	C		

- P** Planning
- CA** Condition Assessment
- ENV** Environmental/Permitting
- D** Design
- B&A** Bidding and Award
- C** Construction

Agenda Item

5.F.

Board of Directors Meeting

Meeting Date: June 1, 2023

TO: Board of Directors

FROM: David Baranowski, Director of Engineering

SUBJECT: Capital Improvement Construction Projects Progress and Change Order Report (*May*) [Project Committee Nos. 2, 15 & 17]

Overview

Attached are the updated CIP reports for active construction projects. Please note that there are no new change orders.

Project Updates

JBL Package B:

The project is nearly complete. Staff continue to work with the Construction Management team to close out all outstanding items.

JBL Admin Building Roofing Replacement:

The contract has been awarded and the staff are working with the contractor to schedule the work.

CTP AWMA Road Guardrail Replacement:

The contract has been awarded and the staff are working with the contractor to schedule the work.

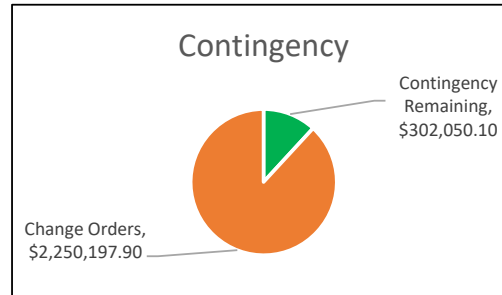
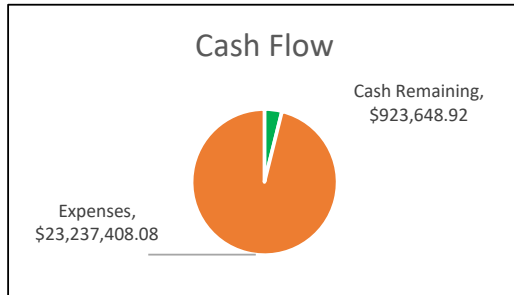
Recommended Action: Information Item.

Project Financial Status

Data Last Updated

Project Committee	2
Project Name	Package B
Project Description	Plant 1 basin repairs, DAF rehabilitation, Energy Building seismic retrofit and minor rehabilitation, Digester 4 rehabilitation

May 1, 2023



Cash Flow

Collected	\$ 24,161,057.00
Expenses	\$ 23,237,408.08

Project Completion

Schedule	100%
Budget	97%

Contracts

Company	PO No.	Original	Change Orders*	Amendments	Total	Invoiced
Olsson	13497	\$ 17,325,000.00	\$ 1,301,867.89		\$ 18,626,867.89	\$ 18,486,864.83
Butier	13647	\$ 895,727.00		\$ 1,005,251.00	\$ 1,900,978.00	\$ 1,883,687.00
Carollo	13616	\$ 846,528.00		\$ 616,037.00	\$ 1,462,565.00	\$ 1,287,240.86
TetraTech	13605	\$ 94,000.00		\$ -	\$ 94,000.00	\$ 93,884.70
Ninyo & Moore	14279	\$ 49,399.00		\$ 30,000.00	\$ 79,399.00	\$ 50,166.27
ADS Environmental	16452	\$ 107,200.00	\$ -		\$ 107,200.00	\$ 61,875.00
Hallsten	16578	\$ 251,422.00	\$ 16,715.25		\$ 268,137.25	\$ -
Dudek	17401	\$ 48,360.00		\$ -	\$ 48,360.00	\$ 36,270.00
		\$ 19,617,636.00	\$ 1,318,583.14	\$ 1,651,288.00	\$ 22,587,507.14	\$ 21,899,988.66

*Values include change orders to be reviewed by Engineering Committee and deductive change orders

Contingency

Area	Project Code	Amount **	Change Orders	Total Remaining	Percent Used
Liquids	3220-000	\$ 969,679.00	\$ 868,639.46	\$ 101,039.54	89.6%
Common	3231-000	\$ 38,120.00	\$ 3,305.76	\$ 34,814.24	8.7%
Solids	3287-000	\$ 1,544,449.00	\$ 1,378,252.68	\$ 166,196.32	89.2%
		\$ 2,552,248.00	\$ 2,250,197.90	\$ 302,050.10	88.2%

** Amount reflects contingency for Construction Contracts only

Summary of New Change Orders

Change Order No	MNWD	SCWD	SMWD	\$ Amount
Grand Total				

Change Orders and Amendments

Change Order No.	Vendor Name	Project ID	Description	Status Date	Days	Amount
Approved by Board of Directors					191	\$ 1,318,583.14
1	Olsson	3287-000	Addition of Loop Piping to the Existing Hot Water Lines Adjacent to Digester 3	12/12/2019	0	\$ 4,725.00
2	Olsson	3287-000	Asbestos Gaskets in Boiler hazardous disposal	6/4/2020	0	\$ 6,343.10
3	Olsson	3287-000	Add Analog Infrastructure and Cabling	6/4/2020	11	\$ 37,969.60
4	Olsson	3287-000	Digester 4 Coating Additional Sealant	6/4/2020	3	\$ 24,001.54
5	Olsson	3220-000	Valve Handwheel Ergonomic extension	8/6/2020	28	\$ 16,370.30
6	Olsson	3287-000	Change to DeZurik Plug Valves to match existing	8/6/2020	90	\$ 41,993.87
7	Olsson	3287-000	Digester 4 Additional Concrete Repair	8/6/2020	3	\$ 7,412.74
8	Olsson	3287-000	Repair Existing Damaged Electrical Box	8/6/2020	0	\$ (1,829.00)
9	Olsson	3220-000	Change the Telescoping Valve Boxes and Piping from Carbon Steel to Stainless Steel	8/6/2020	0	\$ 18,677.63

<u>Change Order No.</u>	<u>Vendor Name</u>	<u>Project ID</u>	<u>Description</u>	<u>Status Date</u>	<u>Days</u>	<u>Amount</u>
10	Olsson	3287-000	Duct bank J Interferences	12/17/2020	18	\$ 73,639.42
11	Olsson	3220-000	Blasting of Existing Influent Pipe Spools	12/17/2020	5	\$ 20,868.52
12	Olsson	3220-000	Duct bank K Interferences	12/17/2020	0	\$ 15,567.08
13	Olsson	3287-000	Digester 3/4 PLC Relocation	12/17/2020	14	\$ 41,367.51
14	Olsson	3287-000	Digester 4 Additional Tank Repair	12/17/2020	18	\$ 33,642.75
15	Olsson	3220-000	Duct bank O Interferences	12/17/2020	0	\$ 1,686.88
16	Olsson	3287-000	Digester 3/4 Control Building Roof Replacement	2/4/2021	0	\$ 42,780.00
17	Olsson	3287-000	MCC-D1 Modifications due to Change in Motor Size	5/6/2021	0	\$ 34,392.02
18	Olsson	3287-000	Integrator Additional Site Visits	5/6/2021	0	\$ 7,571.97
19	Olsson	3287-000	Multi-zone air conditioning unit in the Cogen MCC Room and Office	6/3/2021	0	\$ 29,417.20
20	Olsson	3220-000	Overhead Walkway Removal at Plant 1 Secondary Basins 5 through 9	6/3/2021	0	\$ 62,113.50
21	Olsson	3287-000	Cogeneration PLC Modifications and Integration	6/3/2021	0	\$ 42,922.67
22	Olsson	3220-000	Plant 1 Secondary Basins UV Rated Wear Strips	9/2/2021	0	\$ 28,965.33

<u>Change Order No.</u>	<u>Vendor Name</u>	<u>Project ID</u>	<u>Description</u>	<u>Status Date</u>	<u>Days</u>	<u>Amount</u>
23	Olsson	3287-000	MCC-F1 Design Change	9/2/2021		\$ 481,290.42
24	Olsson	3287-000	DAF 2 Investigation Work and Inspection Blast	10/7/2021		\$ 67,838.71
25	Olsson	3287-000	New Fiber Conduit in West Blower Building	10/7/2021		\$ 4,957.71
26	Olsson	3220-000	Plant 1 Primary Basin Conduit Obstruction	10/7/2021		\$ 8,444.20
27	Olsson	3220-000	Plant 1 Influent Channel Additional Coating between Primary Basins 5 and 6	10/7/2021		\$ 15,469.98
28	Olsson	3287-000	MCC-F1 Lighting Changes	10/7/2021		\$ 7,843.04
29	Olsson	3287-000	Digester 3 Ground Rod	10/14/2021		\$ 7,269.16
30	Olsson	3220-000	New Fiber Conduits at East Electrical and Storm Water Buildings	10/14/2021		\$ 8,045.43
31	Olsson	3220-000	Plant 2 Primary Influent Channel Repair Credit	12/9/2021		\$ (15,903.00)
32	Olsson	3220-000	Plant 1 and 2 Telescoping Valve Pipe Supports	12/9/2021		\$ 6,132.27
33	Olsson	3287-000	4" Gas Line Routing Modifications	12/9/2021		\$ 18,146.07
34	Olsson	3287-000	Gas Mixer Conduit Conflict	12/9/2021		\$ 12,383.89
35	Olsson	3220-000	P1 Primary Tanks 5 and 6 Temporary Power	3/10/2022		\$ 7,256.05

<u>Change Order No.</u>	<u>Vendor Name</u>	<u>Project ID</u>	<u>Description</u>	<u>Status Date</u>	<u>Days</u>	<u>Amount</u>
36	Olsson	3220-000	P1 Primary Tanks Skimmers Starter Modification	3/10/2022		\$ 45,374.13
37	Olsson	3220-000	P1 Primary Tanks Hopper Wall Coating	3/10/2022		\$ 34,505.41
38	Olsson	3220-000	P1 Effluent Channel Conduit Conflict	3/10/2022		\$ 9,274.98
39	Olsson	3220-000	P1 Primary Tanks Torque Limit Switch	3/10/2022		\$ 7,149.86
40	Olsson	3287-000	Multi-zone air conditioning unit in the Cogen MCC Room and Office	3/10/2022		\$ (2,309.09)
41	Olsson	3287-000	DAFT 2 Repair	3/10/2022		\$ 59,403.53
42	Olsson	3287-000	Digesters 1 and 2 Heat Exchanger Layout Reconfiguration Electrical	6/2/2022	1	\$ 12,885.18
43	Olsson	3287-000	Digester 3 Heat Exchanger Hot Water Loop Tie-In	6/2/2022		\$ 2,774.58
44	Olsson	3220-000	Plant 1 Primary Basin 1 Shutdown Repair Work	6/2/2022		\$ 1,009.86
45	Olsson	3287-000	Replace Compressor Line and Valve at Digester 4	6/2/2022		\$ 10,762.85
46	Olsson	3220-000	Plant 2 Influent Gates Removal and Concrete Demo	6/2/2022		\$ 5,389.66
47	Olsson	3287-000	DAFT 2 Launder Support Detail	6/9/2022		\$ 45,682.30
48	Olsson	3220-000	Plant 1 Primary Basins 1, 2, 5 and 6 Coating Removal	6/9/2022		\$ 111,101.16

<u>Change Order No.</u>	<u>Vendor Name</u>	<u>Project ID</u>	<u>Description</u>	<u>Status Date</u>	<u>Days</u>	<u>Amount</u>
49	Olsson	3220-000	Plant 1 Primary Basins 1, 2, 5 and 6 Existing Equipment Removal and Reinstallation	6/9/2022		\$ 71,864.17
50	Olsson	3287-000	Digester Mixing Pumps Control Programming Change	8/4/2022		\$ 4,397.77
51	Olsson	3220-000	Plant 1 Primary Basins Skimmers I/O Connection and Programming Change	8/4/2022		\$ 14,237.83
52	Olsson	3287-000	Fiber Patch Cables to Connect the Centrifuge PLC to the Centrifuge Patch Panel	8/4/2022		\$ 3,755.90
53	Olsson	3220-000	Plant 1 Primary Basins 3 and 4 Coating Removal	8/4/2022		\$ 43,222.24
54	Olsson	3220-000	Plant 1 Secondary Basins Concrete Structural and Basins 2 and 3 Drive Plate Rework	8/4/2022		\$ 20,860.16
55	Olsson	3220-000	Plant 2 Primary Basins Repair and Rehab of Head-Shaft Bearings	8/4/2022		\$ 4,618.44
56	Olsson	3231-000	Board SOCWA Front Office with Plywood to Cover Windows	8/4/2022		\$ 3,305.76

<u>Change Order No.</u>	<u>Vendor Name</u>	<u>Project ID</u>	<u>Description</u>	<u>Status Date</u>	<u>Days</u>	<u>Amount</u>
57	Olsson	3220-000	Seal the Openings at Plant 1 Primary Influent and Effluent Channels	8/4/2022		\$ 25,491.03
58	Olsson	3220-000	Plant 1 Primary Basins 3 and 4 Existing Equipment Removal and Reinstallation	9/1/2022		\$ 26,498.32
59	Olsson	3220-000	Plant 1 Secondary Basins Existing Embedded Metal Plates	9/1/2022		\$ 4,290.48
60	Olsson	3220-000	Plant 2 Primary Baffle Frame Replacement	9/1/2022		\$ 18,291.57
61	Olsson	3287-000	Digester hatch connection, temperature guage adjustment, and potholing	11/3/2022		\$ 9,971.62
62	Olsson	3220-000	Plant 1 Primary and Secondary Basins crack injection, concrete repair, channel cleaning, solids removal	11/3/2022		\$ 146,734.55
63	Olsson	3287-000	Boiler Room Modifications	12/8/2022		\$ 14,797.83
64	Olsson	3287-000	DAFT 1 Repair	12/8/2022		\$ 66,992.33
65	Olsson	3220-000	Secondary Clarifier Telescoping Valve Modifications (Design Error)	12/8/2022		\$ 32,709.94
66	Olsson	3287-000	Digester Control Buildings Modifications	2/2/2023		\$ 9,746.81

<u>Change Order No.</u>	<u>Vendor Name</u>	<u>Project ID</u>	<u>Description</u>	<u>Status Date</u>	<u>Days</u>	<u>Amount</u>
67	Olsson	3220-000	Plant 1 and 2 Field Obstructions	2/2/2023		\$ 8,871.74
68	Olsson	3287-000	MCC-F1 Site Modifications	2/2/2023		\$ 57,233.12
69	Olsson	3287-000	DAFT and TWAS area additional slab modification and piping material change	2/2/2023		\$ 19,368.58
70	Olsson	3287-000	DAFT 1 Area Reconfiguration	3/2/2023		\$ 3,046.43
71	Olsson	3287-000	Digester 2 Hot Water Loop Change	3/2/2023		\$ 29,525.46
72	Olsson	3220-000	Plant 1 Seal Influent Channel Openings and Helical Drives Temporary Covers	4/6/2023		\$ 10,831.51
Duduct-Common	Olsson	3231-000	Energy Building Monorail System Descope (F1-F4)	8/4/2022		\$ (70,585.34)
Duduct-Liquids	Olsson	3220-000	Effluent Pump Station Descope (A1-A6)	8/4/2022		\$ (483,605.73)
Duduct-Solids	Olsson	3287-000	Energy Building Modifications Descope (G1-G2, & H1-H2)	8/4/2022		\$ (357,382.60)
HAL 01	Hallsten	3220-000	Cover Layout Modifications	8/4/2022		\$ 16,715.25
Approved by Board of Directors (Amendments)						\$ 1,651,288.00
1CM Common	Butier	3231-000	CM Change Order No. 1	7/13/2021		\$ 48,995.00
1CM Liquids	Butier	3220-000	CM Change Order No. 1	7/13/2021		\$ 294,125.00
1CM Solids	Butier	3287-000	CM Change Order No. 1	7/13/2021		\$ 269,595.00
1ESDC Common	Carollo	3231-000	ESDC Change Order No. 1	6/3/2021		\$ 18,210.00
1ESDC Liquids	Carollo	3220-000	ESDC Change Order No. 1	6/3/2021		\$ 109,256.00

<u>Change Order No.</u>	<u>Vendor Name</u>	<u>Project ID</u>	<u>Description</u>	<u>Status Date</u>	<u>Days</u>	<u>Amount</u>
1ESDC Solids	Carollo	3287-000	ESDC Change Order No. 1	6/3/2021		\$ 100,151.00
1G Common	Ninyo & Moore	3231-000	Geotechnical Services Change Order No. 1	2/3/2022		\$ 5,400.00
1G Liquids	Ninyo & Moore	3220-000	Geotechnical Services Change Order No. 1	2/3/2022		\$ 12,300.00
1G Solids	Ninyo & Moore	3287-000	Geotechnical Services Change Order No. 1	2/3/2022		\$ 12,300.00
2CM Liquids	Butier	3220-000	CM Change Order No 2	5/12/2022		\$ 196,268.00
2CM Solids	Butier	3287-000	CM Change Order No. 2	5/12/2022		\$ 196,268.00
2ESDC Common	Carollo	3231-000	ESDC Change Order No. 2	12/9/2021		\$ 11,075.00
2ESDC Liquids	Carollo	3220-000	ESDC Change Order No. 2	12/9/2021		\$ 196,440.00
2ESDC Solids	Carollo	3287-000	ESDC Change Order No. 2	12/9/2021		\$ 180,905.00
Potential Change						\$ 258,000.00
PCO 005	Olsson	3287-000	TWAS Slab Modifications	3/9/2023		\$ 50,000.00
PCO 038	Olsson	3287-000	Existing Valves at Digester 4 Heat Exchanger	(blank)		\$ 5,000.00
PCO 047	Olsson	3287-000	Digester 3/4 Control Building Tee Replacement	(blank)		\$ 5,000.00
PCO 054	Olsson	3220-000	Plant 1 Primary Effluent Channel Wall Corrosion	(blank)		\$ 5,000.00
PCO 055	Olsson	3287-000	Additional Concrete Repair behind Digesters 1 & 2	(blank)		\$ 7,500.00
PCO 057	Olsson	3220-000	Recoating of Basin Drive Shaft Steel Plates	(blank)		\$ 10,000.00
PCO 058	Olsson	3220-000	Aluminum Kickplate at Aeration Basins	(blank)		\$ 5,000.00

<u>Change Order No.</u>	<u>Vendor Name</u>	<u>Project ID</u>	<u>Description</u>	<u>Status Date</u>	<u>Days</u>	<u>Amount</u>
PCO 061	Olsson	3220-000	Steel Plate Coating and Blasting Extra Work	(blank)		\$ 7,000.00
PCO 063	Olsson	3220-000	Concrete Repair at Secondary Basin Drive Units	(blank)		\$ 8,000.00
PCO 064	Olsson	3220-000	Effluent Channel FA Duct Footing Conflicts	(blank)		\$ 5,000.00
PCO 068	Olsson	3287-000	Chopper Pump Impeller Issues	(blank)		\$ 5,000.00
PCO 070	Olsson	3220-000	Tread Plate-Slide Gate Conflicts at Effluent Channel	(blank)		\$ 5,000.00
PCO 071	Olsson	3220-000	Effluent Channel Unforeseen Existing Conduit	(blank)		\$ 5,000.00
PCO 072	Olsson	3287-000	Existing Conflicts at DAFT 2 Stairs	(blank)		\$ 2,000.00
PCO 075	Olsson	3220-000	Bypass Pumping Plan Issues	(blank)		\$ 100,000.00
PCO 083	Olsson	3220-000	Replacing the P1 Head Shaft Plate	(blank)		\$ 5,000.00
PCO 095	Olsson	3287-000	Foul Air Rerouting at DAFT 2	9/2/2021		\$ 5,000.00
PCO 106	Olsson	3287-000	DAFT 2 Isolation Valve	(blank)		\$ 5,000.00
PCO 109	Olsson	3220-000	P1P Influent Channel Scum Gate Openings	(blank)		\$ 2,500.00
PCO 121	Olsson	3287-000	DAFT 1 Additional Repair - Flange	(blank)		\$ 3,000.00
PCO 140	Olsson	3287-000	DAFT 1-TWAS Changes	(blank)		\$ 10,000.00
PCO 143	Olsson	3287-000	Revisions to DG Line	(blank)		\$ 3,000.00
Grand Total					191	\$ 3,227,871.14

RESOLUTION NO. 2023-04

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
HONORING DOUG REINHART FOR 18 ½ YEARS OF SERVICE TO
THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY**

WHEREAS, Mr. Doug Reinhart has dedicated 18 ½ years of service as a SOCWA Board Member for the Irvine Ranch Water District; and

WHEREAS, In December 2004, Mr. Reinhart began his service on the South Orange County Wastewater Authority (SOCWA) Board of Directors after briefly serving as SOCWA Alternative Director. During his tenure, he was elected Chair and Vice Chair of the Board and served on the Executive Committee.

WHEREAS, Mr. Reinhart worked to help ensure liability and fiscal responsibility were at the forefront of the Board of Directors agendas.

THEREFORE, BE IT RESOLVED: The Board of Directors of the South Orange County Wastewater Authority wishes to honor Mr. Reinhart for his outstanding contributions and dedication to the South Orange County Wastewater Authority, for his contributions to the responsible management and oversight at SOCWA.

PASSED, ADOPTED, AND SIGNED this 1st day of June 2023.

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

By: _____
Matt Collings, Chairman

(Seal)

By: _____
James (Jim) L Burror Jr, Board Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, James L Burror Jr, Secretary of the Board of Directors of the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (“SOCWA”), do hereby certify that the foregoing is a full, true, and correct copy of **Resolution No. 2023-04** of said Board and that the same has not been amended or repealed.

Dated this 1st day of June 2023.

James L. Burror, Jr., Board Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

RESOLUTION NO. 2023-05

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
HONORING STEPHAN DOPUDJA FOR 9 ½ YEARS OF SERVICE TO
THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY**

WHEREAS, Mr. Stephen Dopudja has dedicated 9 ½ years of service as a SOCWA Board Member for the Trabuco County Water District; and

WHEREAS, In October 2013, Mr. Dopudja began his service on the South Orange County Wastewater Authority (SOCWA) Board of Directors after briefly serving as SOCWA Alternative Director. During his tenure, he was elected Vice Chair of the Board and served on the Executive Committee.

WHEREAS, Mr. Dopudja worked with the Board and SOCWA’s Finance Committee to balance the needs and benefits of the Member Agencies with the costs of operating SOCWA. The result of his efforts is the participation-based allocation of the General Fund currently used today.

THEREFORE, BE IT RESOLVED: The Board of Directors of the South Orange County Wastewater Authority wishes to honor Mr. Dopudja for his outstanding contributions and dedication to the South Orange County Wastewater Authority, for his contributions to responsible fiscal management at SOCWA.

PASSED, ADOPTED, AND SIGNED this 1st day of June 2023.

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

By: _____
Matt Collings, Chairman

(Seal)

By: _____
James (Jim) L. Burror, Jr., Board Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, James L Burror Jr, Secretary of the Board of Directors of the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (“SOCWA”), do hereby certify that the foregoing is a full, true, and correct copy of **Resolution No. 2023-05** of said Board and that the same has not been amended or repealed.

Dated this 1st day of June 2023.

James L. Burror, Jr., Board Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

Agenda Item

6.D.

Board of Directors Meeting

Meeting Date: June 1, 2023

TO: Board of Directors
FROM: Jim Burror, Acting General Manager/Director of Operations
STAFF CONTACT: Dina Ash, Human Resources Administrator
SUBJECT: Resolution 2023-06, A Resolution Approving New Employee Salary Ranges and the South Orange County Wastewater Authority Employee Manual

Summary/Discussion

With the approval of the SOCWA Employee Association Memorandum (“MOU”) and related tentative agreements contained in the SOCWA Employee Manual for the represented employees of the SOCWA Employee Association (SEA) on May 4, 2023, the next step is to formally update the SOCWA Employee Manual.

The Employee Manual incorporates any items from the MOU that might also pertain to the unrepresented group of employees and covers all non-negotiated SOCWA policies that pertain to all employees, whether represented or non-represented. This includes providing the unrepresented employees the same compensation changes given to the represented employees.

The Employee Manual has also been updated to incorporate applicable changes to employment laws and regulations. SOCWA labor counsel Brad Neufeld will provide an overview of the Employee Manual changes at the Board meeting.

Fiscal Impact

The approved 2023-2024 SOCWA Budget includes the funding for salaries and benefits for the revised MOU and Employee Manual.

Recommended Action: Staff recommends that the Board of Directors approve Resolution 2023-06, A Resolution of the Board of the South Orange County Wastewater Authority approving the Employee Manual for All SOCWA Employees.

Attachments/

RESOLUTION NO. 2023-06

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY APPROVING
THE UPDATED EMPLOYEE MANUAL FOR ALL SOCWA EMPLOYEES**

WHEREAS the employees represented by the South Orange County Wastewater Authority are a viable and important part of the SOCWA organization; and

WHEREAS, this updated Employee Manual has been presented to the Board for its approval.

NOW, THEREFORE, the Board of Directors of the South Orange County Wastewater Authority does hereby RESOLVE, DETERMINE, AND ORDER as follows:

Section 1. The Acting General Manager/Director of Operations is authorized to issue the updated Employee Manual to all employees on behalf of the authority and provide for its implementation.

Section 2. The Secretary of SOCWA shall certify the adoption of Resolution No. 2023-06 and shall maintain a certified copy thereof at the principal office of SOCWA.

PASSED, ADOPTED, AND SIGNED this 1st day of June 2023.

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

(Seal)

By: _____
Matt Collings, Chairman

By: _____
James (Jim) L. Burror, Jr., Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, James L Burror Jr, Secretary of the Board of Directors of the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (“SOCWA”), do hereby certify that the foregoing is a full, true, and correct copy of **Resolution No. 2023-06** of said Board and that the same has not been amended or repealed.

Dated this 1st day of June 2023.

James L. Burror, Jr., Board Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
EMPLOYEE MANUAL

Effective May 4, 2023
Until Revised

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EMPLOYMENT POLICIES GENERALLY

These employment policies are designed to comply with all applicable federal, state and local employment laws, regulations and ordinances. Accordingly, to the extent of any conflict between such applicable laws, regulations or ordinances the South Orange County Wastewater Authority's employment policies should be interpreted and applied to be consistent with such laws, regulations and ordinances. If you believe that a South Orange County Wastewater Authority employment policy is in conflict with one of these, please notify Human Resources so that appropriate remedial measures may be undertaken. When the South Orange County Wastewater Authority becomes aware of an actual conflict between its policies and applicable law, regulations or ordinances it will take steps to revise the policy and provide employees with a written change to the policies within a reasonable period of time.

SECTION I.

A. PURPOSE

It is the objective of the South Orange County Wastewater Authority (SOCWA), hereinafter referred to as the "Agency", to provide fair and equitable personnel management within the Agency.

This manual is intended to insure uniform and fair treatment of applicants for employment and of the Agency employees and to define the obligations, rights, privileges, benefits and prohibitions to all employees of the Agency. This manual may be modified at any time. For employees in a recognized bargaining unit, if there is a conflict between the provisions of this manual and a valid MOU, the MOU shall control.

B. DEFINITIONS

For purposes of this Employee Manual, the following definitions shall apply:

1. **AGENCY**
This shall mean the South Orange County Wastewater Authority authorized under the California State Government Code Section 6500 et. al.
2. **SEA**
This shall mean the SOCWA Employee Association.
3. **BOARD OF DIRECTORS**
This shall mean the Board of Directors of the Agency.
4. **GENERAL MANAGER**
This shall mean the General Manager of the Agency, appointed by the Board of Directors.
5. **DIRECTOR OF OPERATIONS**
This shall mean the Director of Operations of the Agency.
6. **FULL-TIME EMPLOYEE**
This shall mean all employees appointed by the General Manager for employment on a regular basis of eighty hours (80) per pay period.
7. **PART-TIME EMPLOYEE**
This shall mean all employees appointed by the General Manager for employment on a regular basis who work between 40 and 72 hours per pay period.

8. **TEMPORARY EMPLOYEE**
This shall mean any employee hired by the General Manager for a limited period of time and paid by the hour. Except as otherwise explicitly stated in this Manual, temporary employees only receive those benefits required by applicable law.
9. **PROBATIONARY EMPLOYEE**
This shall mean any employee who has taken a new appointment. The employee shall be subject to a probationary period of between six to twelve months.
10. **REGULAR EMPLOYEE**
This shall mean any employee (who is not a temporary employee) who has successfully passed his/her probationary period.
11. **DELEGATION OF RESPONSIBILITY BY THE GENERAL MANAGER OR DESIGNEE**
This shall mean that in the absence of the General Manager, his/her designated representative shall act in his/her behalf.
12. **SAFETY HANDBOOK**
This shall mean that document which contains the Agency Injury and Illness Prevention Safety Program.

C. ORGANIZATION CHART

The Agency current table of organization is depicted as Exhibit "C" to this policy, which exhibit is attached hereto and by reference incorporated herein. The same shall be revised from time to time in each fiscal year and shall be shown in the budget.

SECTION II EMPLOYMENT

A. HIRING

1. The Agency subscribes to the public policies of the United States and the State of California as expressed in all applicable statutes that are necessary to protect and safeguard the right and opportunity of all persons to seek, obtain, and hold employment without discrimination or abridgment because of race, religious creed, color, age (40 or over), sex, gender, physical or mental disability, medical condition, reproductive health decisionmaking, national origin, gender identity, gender expression, genetic information, sexual orientation, marital status, military and veteran status or ancestry. It is the policy of the Agency to provide equal employment opportunity to all persons. Its recruitment and employment practices, all offers of employment and all its courses of action concerning training opportunities and training, job placement, promotion, compensation and termination are based solely on merit without regard to race, religious creed, color, age (40 or over), sex, gender, gender identity, sexual orientation, marital status, physical or mental disability, medical condition, reproductive health decisionmaking, national origin, gender expression, genetic information, ancestry, military and veteran status or any other protected category. To assist in fulfilling the Agency policies regarding equal employment, the Agency has elected to undertake certain Equal Employment Opportunity Policies set forth in this Employee Manual.
2. All employees shall be appointed to their positions by the General Manager.
3. The General Manager shall hire new employees from time to time for positions as identified in the annual budget. Job classifications are approved by the Board of Directors as detailed in Exhibit "B" and shown on Exhibit "C" with the same being modified from time to time in accordance with Section IV.L.
4. Without approval from the Board of Directors, no direct relations of any Agency personnel shall be employed on a full-time, part-time or temporary basis. (The Agency will follow applicable law regarding marital status discrimination).
5. It shall be required that all employees certify, by signature, that they have received, read and fully understand the current Employee Manual and Safety Handbook.
6. The Agency will comply, to the extent applicable, with the provisions of the Fair Labor Standards Act, and other applicable statutes and regulations regarding wages, hours and benefits.

7. All employees entering full-time or part-time employment are required by Chapter 8 (commencing with Section 3100) Division 4, Title 1 of the Government Code to take and subscribe to an oath of allegiance to support and defend the Constitution of the United State of California.
8. All applicants for employment must complete all portions of the Agency employment application form.
9. It shall be required that all individuals accepting employment provide verification of work authorization and identity pursuant to the Immigration Reform and Control Act of 1986. Completion of the Employee section of Form I-9 is mandatory at hiring.
10. If an employee or applicant has a disability that limits their ability to perform essential job functions, the Agency will make reasonable efforts to accommodate them. To assist in the consideration of reasonable accommodation measures, the employee or applicant is encouraged to submit any relevant information from their physician or other healthcare practitioner. Further, upon an employee or applicant's request for accommodations, a meeting will be scheduled with the Human Resources department to engage in the "interactive process" where potential accommodations will be discussed.

B. EMPLOYEE EVALUATION

1. Original Appointments: Original appointments shall be subject to a probationary period of between six to twelve months. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that employee is away from work.
2. Probation Period: The probationary period shall be regarded as part of the selection process and shall be utilized for close observation and evaluation in order to determine the capability of the probationer to satisfactorily perform the requirements of the position.

After serving the probationary period and receiving a favorable rating from their immediate supervisor and/or Department Director and a favorable recommendation from the General Manager, said employee may thereafter be paid on a monthly basis at the rate fixed no greater than the amount approved by the General Manager and within the range the employee was hired. Passing the probation period with a satisfactory rating is a requirement for continued employment. Each year thereafter, the employee shall receive a performance rating. Upon recommendation of the General Manager, a new employee may be hired at a higher rate than the minimum salary of the applicable range of the salary schedule.

3. **Promotional Appointments:** Present employees will be notified of promotional opportunities when a vacancy occurs at any of the SOCWA treatment plants. Employees with the required knowledge, certification, skill, ability, interest and physical fitness will be given an opportunity to apply for such vacancies. Decisions regarding promotional appointments shall be made by a review panel appointed by the General Manager. All promotional appointments are subject to final approval by the General Manager. Promotional appointments shall be subject to at least a six (6) month and up to a nine (9) month probationary period. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that the employee is away from work.

Any employee, who is in a Grade I or II category, may be promoted to a Grade II or III upon:

- 1) Successful completion of the required or voluntary applicable exam; and
 - 2) Two consecutive above-standard performance reviews, one while in possession of the higher certification and recommendation of the employee's supervisor and approval of the General Manager.
4. **Rejection during Probationary Period:** A probationary employee may be rejected at any time without the right of appeal or hearing during the probationary period. A rejected probationer serving as a result of original appointment shall be dismissed from service. A rejected probationer serving as a result of promotional appointment shall be reinstated to the position or class, or comparable position, from which promoted, unless otherwise dismissed from service as provided in this policy.
 5. **Reclassification.** When a full-time employee is reclassified and the position he/she occupies is reclassified to a position with a lower salary range, the employee will be designated at the lower salary range unless otherwise recommended by the employee's supervisor and concurred with by the General Manager.
 6. **Performance Evaluation:** Employees who have passed their probationary period shall have their performance evaluated by their supervisors at least annually from the date of completing probation (anniversary date) (If an employee is out on an approved leave of greater than two consecutive weeks (excluding vacations), the evaluation date shall be moved back by an amount equal to the leave, less two weeks.) Additional evaluations may be prepared on such a frequency as is deemed appropriate by the supervisor. The evaluation and appraisal form will be reviewed together by both the employee and his/her supervisor and signed after having been reviewed and approved by the General Manager.

C. WORK DAYS

1. Work day shifts may be changed from time to time, in regard to the respective job functions. The workweek schedule will commence on Sunday at midnight and end on Saturday at 11:59 p.m., except for employees assigned to a 9/80 schedule.

SOCWA establishes work schedules and start times to meet the needs of the organization. Normal work weeks consist of either five eight-hour day weeks (5/80), a 36-44 hour pay period (9/80) schedule, or a four ten-hour per day schedule (4-10). Additional work weeks may be considered and approved by the General Manager at his or her sole discretion.

Current work schedules available year-round are:

- 5 days per week, 8 hours per day (5/40)
- 9 days per pay period (9/80)
- 4 days per week, 10 hours per day (4/10)

Individual employees are assigned a work schedule by management and may, at the General Manager's sole discretion, determine which type of work week the employee will work (5/40, 9/80 or 4/10).

In addition, employees may request to work flexible starting hours (starting at either 6:00 a.m. or 7:00 a.m.). Management retains the sole right to determine whether or not SOCWA can accommodate the request.

2. The designated work schedule will be established by the appropriate department head, subject to approval by the General Manager. The Agency may change work schedules at any time in its sole discretion.
3. Under normal weather and operating conditions, employees subject to shift changes will be given one hundred forty-four (144) hour advance notice of any changes in their normal work schedule, except in cases of an emergency as determined by the General Manager. At the end of the weather or operating emergency, the employee's shift will revert to what it was prior to the emergency.
4. In cases where the employee could not be given one hundred forty-four (144) hour advance notice of a shift change, the employee will be eligible to receive compensation equal to the rate of one and one-half times the employee's rate of pay for the first day of the altered work schedule.
5. Employees in the Operation, Maintenance or Laboratory Divisions may, at the discretion of the General Manager, be assigned to work at any of the SOCWA treatment plants.

6. Employees are required to be dressed and ready for work at the start of their scheduled work period. Punctuality is expected at all times and a lack of same is grounds for discipline or termination.
7. An employee shall personally notify his/her supervisor within one (1) hour of the start of the employee's assigned shift of the employee's inability to report to work on that shift. Repeated failure to comply with this provision is grounds for disciplinary action.

D. OUTSIDE EMPLOYMENT

1. No full-time employee shall be permitted outside employment without a written request approved by the General Manager so that it can be determined if there is any conflict of interest with his/her job with the Agency. Conflicts of interest include, but are not limited to, (a) having a financial interest in or working for or with any contractor, subcontractor, agency, district, or any other entity retained by the Agency, and (b) holding an outside job which precludes the employee from fulfilling each and every aspect of his/her job with the Agency, including, for example, the ability to meet standby commitments, to be at work on time and to work overtime.
2. It is understood that all employees represent the Agency and their actions shall not be in conflict with the mission of the Agency. Any failure to comply will be considered grounds for disciplinary action.

E. JOB INJURY

1. The Agency has entered into a Self-Insurance Program for California Workers' Compensation Liabilities. On-the-job injury claims will be processed by a third-party adjuster.
2. All on-the-job injuries shall be reported within twenty-four (24) hours to the employees' supervisor, Department Director, Human Resources or General Manager. Any necessary medical treatment or first aid will be obtained immediately. All work-related injuries will be referred to a licensed medical physician selected by the Agency, unless the employee has a pre-designated physician form on file. Work-related injuries not treated by the Agency physician may not be covered by workers' compensation.
3. Workers' compensation benefits may be coordinated with sick leave benefits and/or accrued vacation time if the employee notifies Human Resources in writing as soon as reasonably possible after the leave commences.

F. CAL/OSHA (OCCUPATIONAL SAFETY AND HEALTH ACT)

1. The Agency will furnish the employee with a place of employment which is safe and healthful as required by applicable law.

Due to the occupation exposure to potentially infectious material, the Agency offers vaccinations listed below at no out of pocket cost to the employee:

Hepatitis A Hepatitis B Typhoid Tetanus Polio

The General Manager will periodically review and update this list based on the potential for employee exposures.

2. The employee's personal matters including attire and hair shall not present a safety hazard or prevent full and proper utilization of safety equipment.
3. The Agency shall maintain safety rules and regulations, updated as necessary but at least annually, which are in complete conformance with the Federal and State regulations. (Refer to the Safety Handbook.)
4. Safety meetings shall be held on a regular basis and all plant personnel are required to attend. Administrative (non-plant) personnel may attend said meetings as directed by the General Manager.
5. It shall be required that all employees certify by signature that they have received, read and fully understand the adopted safety rules and regulations. The safety rules and regulations will be certified annually by the employees.
6. All employees shall be expected to comply with all safety rules and regulations and failure to do so shall be considered as grounds for dismissal.

G. DISCIPLINARY ACTION OR TERMINATION

1. The General Manager or his/her designee has the authority to discipline or terminate any employee for cause. The following is a nonexclusive list of the types of disciplinary actions which may be imposed.
 - a. Oral or written warnings.
 - b. Probation - the placing of an individual in a position wherein his/her past and current performance is being re-evaluated. Failure to improve his/her performance during the probationary period will result in further disciplinary action.
 - c. Suspension – an involuntary absence with or without pay.

- d. Demotion - reduction from a position in one class to a position in another class having a lower salary range, affected for disciplinary purposes. (Demotions resulting from organizational changes and layoffs are not disciplinary).
 - e. Termination - discharge from service with the Agency.
2. It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance. Failure of the employee to respond to the corrective action may result in further disciplinary action up to and including termination. The following is a nonexclusive list of the more common causes for disciplinary action or termination:
- a. Action contrary to the personnel rules and regulations of the Agency.
 - b. Inefficiency or incompetence.
 - c. Willful disobedience or insubordination.
 - d. Self-imposed physical or mental disability.
 - e. Dishonesty.
 - f. Possession or use of illegal drugs (including, but not limited to, marijuana, in all forms, as it remains illegal under federal law).
 - g. Improper use of legal drugs.
 - h. Being under the influence of drugs or alcohol on the Agency premises, or while engaged in Agency business.
 - i. Possession and or use of a firearm or other non-authorized weapon on Agency premises, in an Agency vehicle, or while engaged in Agency business.
 - j. Disorderly, immoral or illegal conduct.
 - k. Discourteous treatment of the public or fellow employees.
 - l. Conviction of a felony.
 - m. Unauthorized absence without leave.
 - n. Neglect of duty

- o. Action incompatible with, or not in the best interest of public service.
 - p. Failure to follow safe working practices or failure to report promptly any injury.
 - q. Falsification of any Agency record.
3. In cases of disciplinary suspensions, demotions or terminations, a regular employee shall be given prior written notification of the proposed disciplinary action. Notification shall include the following (1) A statement of the proposed action; (2) The reason therefore; (3) The effective date of the disciplinary action; (4) The name, position and authority of the person or persons initiating the proposed disciplinary action; (5) The name, position and authority of the person or persons with whom rests the final decision of the proposed action; (6) The names of witnesses used to substantiate the cause for the disciplinary action, and (7) The notice of the right to respond orally or in writing to the authority imposing the discipline. Copies of materials supportive of the disciplinary action shall be attached to the notification.
4. Any regular employees (not probationary and temporary employees) shall have the right to an Administrative Review of a disciplinary suspension, a demotion, or termination. A written request for such a review shall be submitted to the General Manager within seven (7) calendar days of the date of mailing or personal service of the notice to proposed disciplinary action. If a timely request for review is submitted, the review shall be conducted before a representative of management (the General Manager or his/her designee) prior to the effective date of the disciplinary action.
- The employee may submit written rebuttal material prior to the review and present oral and written evidence at the time of the review. The employee is entitled to representation (including an attorney). The management representative conducting the review shall make a finding of fact to support the reason for the disciplinary action, should such action be deemed appropriate. The employee shall be notified of the management representative's decision in writing. This decision shall be final.
5. A disciplinary suspension of two (2) or more working days, a disciplinary demotion or a disciplinary termination may be appealed to the Board of Directors or designee(s) by filing a written appeal with the General Manager within ten (10) calendar days from the date of the disciplinary notice.
6. Upon termination, the employee shall be given an exit interview during which final administrative and personnel tasks can be completed. During the interview, the employee will be given a full accounting and check for all

moneys due the employee computed to termination date. The review, will include, but is not limited to, a discussion of all benefits, including accrued sick leave, accrued vacation, public employees' retirement system, health insurance, life insurance and disability insurance, and the ability to continue these as provided by law.

7. Upon termination, the employee shall return all previously assigned property of the Agency. The cost of property not returned shall be charged to the employee.

H. ADDRESS CHANGE

It is important that the Agency maintain current home addresses and telephone numbers for all employees. Should the employee's telephone become disconnected for any reason, it is the responsibility of the employee to establish an emergency contact and provide that information to the Agency as soon as possible. There may be occasions when it is imperative that the Agency reach an employee when he/she is at home. The Agency should also be able to contact the employee's family or emergency contact person in case of accident or illness at work. Employees shall notify the Agency of any change of address or telephone number by updating their information through the ADP Payroll Systems.

I. PHYSICAL EXAMINATION

1. Due to safety concerns involved in plant operation, all employees shall be required to pass a medical or physical examination and, for positions designated by the General Manager only, a drug test prior to employment with the Agency. The Agency shall select a licensed medical physician to perform the examination and test, the cost of which shall be borne by the Agency. The examination will determine the applicant's physical fitness to perform the job.
2. In accordance with OSHA regulations, all employees who, in the course of their employment are required to wear respiratory protective equipment must undergo a health evaluation to determine if they are physically able to perform the work and use the equipment. The evaluation may include a spirometer test and may also include a physical examination if determined medically necessary by a licensed medical physician selected by the Agency. The evaluation will be done annually. The cost of the examination will be borne by the Agency.
3. The Agency shall bear the cost of a physical examination and drug test for all employees required to take such examination as a condition of continued employment.

J. GRIEVANCE PROCEDURE

1. A grievance procedure has been established for the following purposes:
 - a. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; i.e., claims by an employee that the Agency has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in this Manual.
 - b. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
 - c. Encouraging free communication between supervisors and employees.

2. The following steps shall be taken when filing a grievance.
 - a. Step One: Employees who have a grievance shall first take it up verbally with their division supervisor within seven (7) calendar days after they knew or reasonably should have known of the occurrence of the cause of the grievance and any action taken. Management retains the right to have a representative from Human Resources present at such a grievance meeting.

 - b. Step Two: If the grievance is not resolved within seven (7) calendar days after its submission in Step One.
 - Employees may submit the grievance in writing to the division supervisor within seven (7) calendar days thereafter.
 - The division supervisor shall meet with the employee within seven (7) calendar days after submission of the grievance.
 - The division supervisor shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

At this and subsequent steps in the grievance procedure, employees have the right to present their grievance with or without a representative at their option. Should an employee choose to have representation, they must submit, in writing, their intention to do so with the name and title of their representative to the appropriate division supervisor at the time of the Step Two grievance submission.

- c. Step Three: If the grievance is not resolved within seven (7) calendar days after its submission in Step Two,

- Employees may submit the grievance in writing to the Department Director within seven (7) calendar days thereafter.
 - The Department Director shall meet with the employee within seven (7) calendar days after submission of the grievance.
 - The Department Director shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.
- d. Step Four: If the grievance is not resolved in the Third Step,
- The aggrieved employee may submit the grievance in writing to the General Manager within seven (7) calendar days after the Department Director's answer is received.
 - The General Manager shall meet with the employee within seven (7) calendar days after receiving the grievance.
 - The General Manager shall deliver his/her answer in writing within seven (7) calendar days after such a meeting.

After Step One, failure of the aggrieved employee to follow the timeline set forth in the grievance procedure shall be considered a waiver of the employee's right to grieve the matter any further and acceptance of the decision at the prior level. Timelines may be extended by mutual written agreement.

K. SMOKING

Smoking (including vapes and e-cigarettes) is prohibited on SOCWA property except in designated areas on approved breaks.

L. SOLICITATION

Persons who are not employees of the Agency are not permitted to solicit or distribute anything for any purpose inside Agency buildings or elsewhere on Agency property. Employees are not permitted to distribute anything for any purpose during working time, or on nonworking time in working areas. No employee shall deface or alter any Agency building or property or employee property by affixing any poster, sign, sticker, or other type of advertising or propaganda matter or device. This policy does not prohibit protected Union activity.

SECTION III. BENEFITS

A. VACATION

1. Accrual Rates:

All regular full-time employees shall accrue the following vacations hours which will be properly credited on a biweekly basis.

- i. For employees hired prior to July 1, 2014, the following applies:**
 - 1st through 5 years of employment (end of 5th year) - 96 hours per year
 - 6 through 10 years of employment (end of 10th year) - 120 hours per year
 - Beginning the 11th year of employment - 160 hours per year
- ii. For employees hired on or after July 1, 2014, the following applies:**
 - 1st through 5 years of employment (end of 5th year) - 80 hours per year
 - 6 through 10 years of employment (end of 10th year) - 120 hours per year
 - Beginning the 11th year of employment - 160 hours per year
- 2. Part-time regular employees who work at least 40 hours per pay period shall accrue vacation subject to the schedule set forth in paragraph 1 above, but it shall be prorated on the basis of the number of hours worked.**
- 3. All vacation time must have prior approval. The Supervising Managers/Department Head may approve vacation.**
- 4. Vacation requests for over forty (40) days must be submitted no less than two weeks prior to the commencement of the requested vacation, except in an emergency situation as determined by the General Manager or his/her designee.**
- 5. Vacation duration is limited to no more than 120 hours (3 weeks) without special approval by the General Manager.**
- 6. Vacation requests submitted three (3) months in advance and approved at least four (4) weeks prior to the commencement of the requested vacation, will not be canceled by anyone other than the employee except in cases of**

an emergency as determined by the General Manager, his/her designee or the Department Director.

7. Any employee separating from employment who has not taken earned vacation shall receive pay for each hour (or part thereof) of earned vacation according to the level of earnings for such employee on the last day worked.
8. Not more than 240 hours may be accrued and carried over from one calendar year to the next calendar year. For all hours in excess of 240 hours, employees will receive compensation for those hours at their current rate of pay at the end of the first pay period that ends in December.
9. Eligible new hires shall accrue vacation beginning with the date of hire but may not utilize such during the first six (6) months of their probationary period.
10. Employees may request up to 40 hours pay in lieu of vacation, subject to approval by the General Manager, provided the employee has taken 7 consecutive days off in any combination of holidays, vacation, personal days, weekends, scheduled days off, etc., within the last 12 months. This policy may be used up to a maximum of 2 times within twelve consecutive months. After the employee has been paid for the second 40 hours of vacation pay in lieu of vacation he/she will not be granted another 40 hours vacation pay in lieu of vacation until it has been 12 consecutive months from the original and first date of request.
11. Every effort shall be made by the employee to schedule at least one continuous forty (40) hour (one week) vacation during the year.

B. HOLIDAYS

1. All full-time employees and those eligible part-time employees shall receive the following paid holidays:

New Year's Day (January 1)
Presidents Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day
Thanksgiving Holiday (Friday after Thanksgiving Day)
Christmas Day (December 25)

2. Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the day off. Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the day off.
3. When a holiday falls on an employee's regular scheduled day off and the employee would otherwise lose the holiday, the employee will be paid for the amount of a regularly scheduled work day as straight-time pay. If staffing requirements allow, an employee may elect to take a regularly scheduled day off, providing the day off falls within the same pay period as the holiday. Arrangements for such days off must be made with the employee's supervisor.
4. In addition, all full-time employees are eligible to receive three (3) personal days per fiscal year. If the need for paid personal days is foreseeable, the employee must provide their immediate supervisor reasonable advance notification.

Personal days accrue on July 1 of each year and must be taken prior to June 30 of the following year.

A personal day is the equivalent of a full day worked regardless of the number of hours in the employee's shift at the time the personal day is used (8, 9- or 10-hour shift).

All Part-time employees are eligible to receive 13 ½ hours of personal leave per fiscal year (beginning July 1) or to be determined based on which quarter hired in.

Once an employee has given his/her notice of termination, there will be no further accumulation of personal days.

5. An employee must have been paid for the entire amount of regularly scheduled hours the days immediately prior to and following a holiday observed by the Agency in order to be paid holiday pay.
6. All employees eligible to receive paid holidays, and who are regularly scheduled to work on an Agency holiday, shall be paid at one and one-half times their normal rate of pay for hours worked on the holiday. This is in addition to the holiday pay (or day off in lieu) at eight, nine or ten-hour's straight time, depending on the employee's schedule. Employees not scheduled to work but who are called in to work shall receive compensation equal to double their normal rate of pay for the first consecutive nine or ten hours worked (depending on employee's schedule). All consecutive hours worked beyond nine or ten (depending on employee's schedule) on a holiday will be paid at three times the employees' normal rate of pay.

7. Temporary employees shall be entitled to paid holidays only if such a holiday falls on a day such employee would ordinarily be required to work.

C. SICK LEAVE

1. All regular full-time employees shall accrue sick leave hours which will begin with the date of hire, on a biweekly basis, but may not utilize such during the first thirty (30) days of employment.
 - Employee hired prior to July 1, 2014, earn ninety-six (96) hours of sick leave per year:
 - Employee hired on or after July 1, 2014, earn eighty (80) hours of sick leave per year:
2. Part-time regular employees who work at least forty (40) hours in a pay period shall accrue sick leave subject to Paragraph 1 above, but it shall be prorated on the basis of the number of hours worked and in no case shall it be less than that required by applicable law. Other part-time employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.
3. Sick leave may be used as required by California law including cases where an employee's presence is required elsewhere to attend to the illness of a "family member" or a "designated person." "Family member" is defined as: a child (whether biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis) regardless of the age of the child or dependency status, a parent (whether biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse, a registered domestic partner, a grandparent, a grandchild, a sibling and a designated person. (A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The Agency limits an employee to one (1) designated person per twelve (12) month period for paid sick days.) Employee leave for the serious health condition of members of their immediate family is also governed by the Agency Family Leave policy as detailed in this Employee Manual Attachment "C". The Agency will also approve the use of employee's accrued paid sick time if the employee is a victim of domestic violence, sexual assault, stalking and as otherwise required by applicable law.
4. Except where prohibited by applicable law, the General Manager may require a doctor's certificate if an employee's absence exceeds three (3) consecutive working days. If an employee is absent for five (5) consecutive working days, a doctor's certificate shall generally be mandatory in order to return to work.

5. An employee may carry over a maximum of two hundred and forty (240) hours of accumulated sick leave on an annual basis. This annual basis shall end on the last day of the first pay period that ends in December. For all hours in excess of 176 hours, employees will be eligible to receive compensation for 75% of those hours at their current rate of pay. Such compensation will be paid at the end of the first pay period that ends in December.
6. When an employee has utilized their total accumulated sick leave, accrued vacation may be taken to the extent available providing the employee receives prior approval (refer to Section III-A, above, regarding submittal of vacation requests). If an employee does not elect to utilize, does not have sufficient accrued vacation time to cover the absence, and/or does not receive prior approval for the use of vacation leave, the employee shall not receive compensation.
7. Accumulated sick leave and/or vacation time may be utilized by an employee during his/her family leave or pregnancy disability leave.
8. Employees who have given two weeks written notice of their intention to leave the employ of the Agency shall be paid 75% of their accumulated sick leave above 176 hours on the date of termination.

Employees, who have given at least two weeks written notice of their intention to retire from the Agency, shall be paid for all unused sick leave at a rate of 75% upon retirement.

9. Sick leave shall not be used in lieu of or in addition to vacation and/or holidays for the intent of extending the vacation or the holiday period.
10. Sick leave notification: Employees calling in sick must speak directly to their immediate supervisor; text messages, phone messages or emails will not be considered appropriate notification. Sick leave notification must be given to your immediate supervisor by 8:00 a.m., or within one hour of the start of your normal work day schedule. If the need for paid sick days is foreseeable, the employee must provide their immediate supervisor reasonable advance notification.
11. Temporary employees accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked. They are eligible to use sick leave beginning on the 90th day of their employment with the Agency. Temporary employees may not cash out any accrued but unused sick leave for any reason during their employment at the Agency. Sick leave will not be paid-out upon termination of employment for temporary employees.

D. LEAVE OF ABSENCE

1. **Non-Medical Leave:** Upon approval from the General Manager on a written request, an employee may be granted a leave of absence without pay for non-medical reasons. No employee benefits will be paid or accrue during this absence, with the exception of insurance coverage which will remain in effect for the remaining days of the month in which the leave began.
2. **Military Leave of Absence:** Military leave of absence is governed by provisions of federal law and the Military and Veterans Code of the State of California, including Section Nos. 395 and 395.02 and applicable federal law.
3. **Miscellaneous:**
 - An employee on an unpaid leave of absence shall not accrue vacation pay or sick leave during their leave, nor shall they be eligible for holiday pay (see Section III-B, par 6). Except as may be required by law, all benefits, including medical insurance, will cease for any employee whose leave of absence exceeds twelve (12) months.
 - An employee who falsely claims leave under this policy or supplies false information, in an attempt to obtain leave under this policy shall be subject to disciplinary action up to and including discharge. An employee who works for any other employer while out on leave is also subject to disciplinary action up to and including discharge.
 - The workweek schedule will commence on Sunday and end on Saturday. An employee is permitted the use of accumulated vacation time once sick leave is exhausted when an employee is on an extended leave of absence (2 weeks or more), without securing separate approval for use of the vacation. Employees are responsible to notify Human Resources if they wish to use this provision.
 - The following leave of absences with pay shall not reduce any employee benefits, including their allowable California Family Rights Act ("CFRA") and Federal Family and Medical Leave Act ("FMLA") time as described in Attachment C.
3. **Bereavement Leave:** Employees are provided five (5) days of Bereavement Leave in accordance with California law. This leave is available for employees who have been employed for at least thirty (30) days prior to the commencement of the leave.

Whenever any full-time employee is compelled to be absent from duty for reason of death or critical illness of a member of his/her family or his/her spouse's family such as a spouse, registered domestic partner, parent, parent-in-law, child, brother, sister, grandchild or grandparent, the employee shall be entitled to three (3) days of leave with pay and two (2) additional unpaid days. If necessary, the employee may take an additional three (3) days to be charged against accrued sick leave if approved by the General Manager. Part-time employees are provided up to five (5) unpaid days of Bereavement Leave.

For all employees, the five (5) days need not be consecutive, but all Bereavement Leave must generally be completed within three (3) months of the date of death of the family member. The Agency may require documentation of the death of the family member so long as it is requested within thirty (30) days of the first day of the leave. Employees may utilize accrued and available sick leave, personal leave, compensatory time off or vacation leave while on unpaid Bereavement Leave. The Agency requests that employees provide reasonable advance notice of when they plan to use Bereavement Leave.

5. Absence due to a birth or adoption in the immediate family: Whenever any full-time employee is compelled to be absent from duty for reason of the birth or adoption of a child, the employee shall be entitled to five (5) days of leave with pay and if necessary, may take an additional three (3) days to be charged against accrued sick leave if approved by the General Manager. Employees may also be entitled to additional unpaid time off pursuant to the Agency's FMLA/CFRA policy set forth in Attachment C.

E. LIGHT DUTY

Light duty is defined as a temporary work assignment provided to injured employees (1) who are unable to perform their normal job duties, and (2) who have obtained from their doctor a release to work with restrictions.

Employees who are injured and are able to return to work with restrictions will be entitled to light duty provided (1) there is light duty available, (2) the employee is qualified to perform the light duty assignment, and (3) the light duty assignment can be performed within the scope of the employee's restrictions.

F. HEALTH, DENTAL INSURANCE AND VISION CARE PLAN

1. Full-time employees and their dependents are provided a group dental and vision care plan; the premiums for the vision and dental are paid for by the Agency for full-time employees. Eligibility for dental and vision insurance will begin the first of the month following thirty (30) days of employment.

2. Regular part-time employees who meet the applicable eligibility requirements established by the Agency insurance partner shall be provided health, dental and vision insurance for themselves and their dependents, upon request.

The cost of the premiums for dental and vision insurance for part-time employees will be shared by the Agency and the employee based upon the number of hours the employee normally works in an eighty (80) hour pay period. For example, an employee who normally works sixty (60) hours will pay 25% of the premium, while an employee who normally works forty (40) hours will pay 50% of the premium. Withholdings will be calculated as they are in paragraph #2 above.

- Full-time employees and their dependents are provided with group health insurance coverage under the CalPERS PEMCHA program.

Employees of the Agency shall be eligible for a monthly health insurance allowance from the Agency equal to an amount that is 95% of the average of all health plans CalPERS makes available to the Agency, excluding the PERS Platinum Plan, at the appropriate level of coverage selected by the employee (employee, employee + 1, or employee + family). The Health Allowance shall be made available through the Agency's Cafeteria Plan in order to preserve it as a nontaxable benefit and a portion of the Health Allowance will be designated as the PEMHCA Minimum contribution and paid directly to CalPERS. If an employee enrolls in a CalPERS health plan with a monthly premium that exceeds the Health Allowance, the excess cost will be the employee's responsibility. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year. Eligibility for health coverage and the Health Allowance will begin the first of the month following thirty (30) days of employment.

3. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year.
4. It is mandatory that each employee notifies the Agency, in writing, whenever any additions or deletions occur in the status of his/her dependents. Failure to do so may result in a lapse of coverage for the additional dependent(s).
5. In lieu of health insurance coverage, eligible employees may elect to receive compensation at a rate of \$300 per month in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of the Agency and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to

review and approval of the General Manager. Compensation will begin on the first of the month following cancellation of coverage from the Agency Health Plan.

G. SHORT TERM AND LONG -TERM DISABILITY INSURANCE

Effective thirty days after employment, both short-term and long-term disability insurance coverage is provided for all full-time and part-time employees; the premiums are paid for by the Agency.

H. LIFE INSURANCE

1. Effective thirty days after employment, group life insurance is provided to all full-time and part-time employees at an amount of \$100,000. The premiums for full-time employees are paid for by the Agency. The premiums for part-time employees are shared 50/50 by the Agency and the employee. (The cost of premiums, paid by the Agency for life insurance in excess of \$50,000 is considered noncash compensation for tax purposes.)
2. It is mandatory that each employee notify the Human Resource Department whenever any desired change in beneficiary data.
3. SOCWA offers employees the option to purchase additional life insurance coverage for themselves, spouse and dependents.

I. UNEMPLOYMENT INSURANCE

Unemployment insurance may be available to qualified employees by the Agency. To apply for benefits or to determine eligibility, employees should contact their nearest Employment Development Department office.

J. RETIREMENT

1. All regular full and part-time employees are covered by the Public Employees' Retirement System (PERS).

TIER 1	Employees hired prior to February 1, 2011 are on the 2.5% at 55 formula with the employee paying the full employee contribution.
TIER 2	Employees hired between February 1, 2011 and December 31, 2012, will be on the 2% at 55 formula with the employee paying the full employee contribution.
TIER 3	Employees hired as of January 1, 2013, that do not qualify as an existing PERS "Classic" employee are on the 2% at 62 formula with the employee paying the full employee contribution.

2. Post-Retirement Health Care

2.2 Pursuant to PEMHCA and relevant CalPERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the Agency is effective within 120 days of his or her separation from employment with the Agency and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the Agency. Retired employees who satisfy the preceding requirements ("Eligible Retirees") are eligible to continue health coverage with CalPERS for themselves and their eligible dependents. All allowances described in this section shall only be available to Eligible Retirees enrolling in a CalPERS health plan.

2.3 The retiree health benefits provided by the Agency vary depending upon an Eligible Retiree's date of employment with the Agency. The Agency provides retiree health benefits as follows:

a. Employees hired before July 1, 2017. Eligible Retirees hired before July 1, 2017 will receive a monthly amount from the Agency not to exceed the Health Allowance made available by the Agency to active employees ("Tier I Allowance"). The Tier I Allowance will be paid as follows:

- an amount equal to the PEMHCA Minimum will be paid directly to CalPERS by the Agency; and
- a reimbursement by the Agency will be paid to the retiree for the monthly health insurance premiums actually paid by the retiree, in an amount not to exceed the difference between the Tier I Allowance and the PEMHCA Minimum.

If an Eligible Retiree subject to this Section J(2.3)(a) enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier I Allowance, the excess cost will be the Eligible Retiree's responsibility. Conversely, if any Eligible Retiree enrolls in a CalPERS health plan with a monthly premium that is less than the Tier I Allowance, the remainder shall be forfeited.

Eligible Retirees shall be subject to any changes to the health insurance coverage provided by the Agency to the same extent as active employees of the Agency.

b. Employees hired on or after July 1, 2017.

- Eligible Retirees hired on or after July 1, 2017 will receive a monthly amount from the Agency equal to the PEMHCA

Minimum, which the Agency will pay directly to CalPERS (“Tier II Allowance”). If an Eligible Retiree subject to this Section J(2.3)(b) enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier II Allowance, the excess cost will be the Eligible Retiree’s responsibility.

- In addition, during employment with the Agency, employees hired on or after July 1, 2017 shall receive an Agency contribution equal to \$200 per month to an individual account under a retiree health savings plan. This amount may be subject to change at the Agency’s discretion but will not be reduced below \$200. The retiree health savings plan is to be used exclusively to reimburse qualifying medical expenses during retirement. The retiree health savings plan will be administered by a third-party administrator selected by the Agency.

3. Temporary Employees

3.1 Temporary employee retirement is covered by the Agency deferred compensation plan.

3.2 Temporary employees will be subject to a percentage withholding of their gross salary for retirement as mandated by federal law. Employees must contribute to one of the Agency’s deferred compensation plans. The amount must be equal to or greater than the amount which would normally be withheld for Social Security.

3.3 If an employee works more than nine hundred sixty (960) hours per fiscal year, he/she will be added to the PERS system. In such an event, the contributions for the employee and employer will be consistent with applicable law.

K. SOCIAL SECURITY – MEDICARE PORTION

All employees are subject to Medicare tax withholding.

L. EDUCATIONAL REIMBURSEMENT

Employees are encouraged to improve their own job effectiveness and opportunity for advancement by taking courses and working for a degree, credentials or licenses. The Agency shall provide employees with funds to cover the cost of tuition and registration fees, regular textbooks, lab fees and parking fees for approved job-related courses, as approved in advance by the General Manager. These courses of study must be taken through accredited colleges, universities, correspondence schools or recognized professional organizations. All textbooks paid through this program become property of the Agency. These courses of study must meet at least one of the following criteria: (1)

Directly related to the employee's current position and job duties; (2) Related to their current or related department; or (3) Required for additional professional licenses required within their current or related department.

An employee may receive reimbursement for approved educational expenses up to a maximum of \$750 for any one course and not more than \$3,000 in any one calendar year. No reimbursement will be made until after the completion of the courses and will not be made if reimbursement has been made from any other source.

In order to be eligible for reimbursement an employee must meet all of the following requirements:

- Submit a course approval request to the General Manager prior to starting the course.
- Submit a copy of the "grade card" or similar document from the educational institution, indicating the course of study was completed.
- Receive a passing grade.
- Remain a regular employee with the Agency for a period of one year after the date the course was completed. If the employee does not complete this requirement, the employee must reimburse the Agency upon termination.
- Submit the request for reimbursement to the Finance Department, including original receipts for all eligible expenses.

M. MILEAGE ALLOWANCE

1. Any employee who is required to use a private vehicle in the discharge of his/her duties shall receive the maximum mileage reimbursement as established by the Internal Revenue Service. Such mileage reimbursement shall be made in the next bill payment cycle, after submittal of an approved reimbursement request.
2. The employee shall furnish the Agency and have on file at the office, a current copy of his/her Certificate of Automobile Insurance including Public Liability and Property Damage, minimum coverage (\$30,000, \$60,000, and \$10,000).
3. Use of a private vehicle, for Agency purposes or on Agency property, by an employee is governed by a separate Vehicle and Equipment Policy.

N. DEFERRED COMPENSATION PLAN

Regular full and part-time employees are eligible to participate in the Agency deferred compensation plan(s). The primary purpose of the plan(s) is to provide future payments in lieu of deferred current income upon death, disability, retirement, or other termination of employment. The plan(s) are intended to qualify as eligible State Deferred Compensation Plan(s) within the meaning of Section 457 of the Internal Revenue Code of 1954, as amended. Each employee may elect to become a participant of any Plan(s) and defer payment of part of his/her compensation (within the guidelines of Section 457) by executing the required participation agreement.

The Agency will provide a matching contribution up to \$1,100 per fiscal year.

O. UNIFORMS AND SAFETY EQUIPMENT

The Agency shall provide, as an employee benefit, all full-time field operational personnel with uniforms to be worn while on duty and the necessary Agency owned safety equipment. The Agency shall reimburse full-time field operational personnel, upon date of hire and annually thereafter, up to a maximum amount of \$400.00 for purchase of steel-toed shoes as required by the Agency separate Injury and Illness Prevention Safety Program included in the Safety Handbook. Field operational personnel may purchase a second pair of shoes if funds remain from the original allocation and, if needed, the employee shall contribute the additional funds required. Employees will be allowed to use this amount to also purchase other work uniform related items such as belts, boot/shoe inserts, laces, etc. If, in the discretion of an employee's department head, the employees work boots are worn out or damaged due to work-related wear-and-tear, the department head may authorize the reimbursement of a second pair of boots within one year.

Laboratory personnel will be allowed an additional \$75 per year to purchase aqua shoes to be used for beach sampling.

It is the responsibility of the employee to provide an original receipt of charges for payment reimbursement. All employees shall present a clean and neat appearance at all times.

The Agency shall continue to report non-safety uniform expenditures on a per pay period basis, not to exceed \$400.00 annually. The allocation is subject to change based on uniform provider, operational safety and requirements as determined by the General Manager. The foregoing shall be subject to the provisions and limitations under the Public Employees Retirement Law, including prohibitions on reporting the uniform allowance as pensionable compensation for employees deemed "new members" under the Public Employees Pension Reform Act of 2013. The actual per employee, per pay period amount will be established each fiscal year based on an average monthly rental/cost amount paid in the prior fiscal year.

SECTION IV: COMPENSATION

A. EMPLOYEE COMPENSATION

1. All full-time employees shall receive compensation in accordance with the adjusted ranges in the Salary Schedule (Exhibit A) and job classification (Exhibit B), and the same shall be revised from time to time by action of the Agency Board.
2. Pay days are on a biweekly basis - every other Thursday.

B. MERIT POOL

Award of a merit increase is based on a recommendation by the employee's supervisor and department head, and subject to approval of the General Manager. A merit pay pool equal to approximately 3% of the salaries of all employees will generally be established for the purpose of awarding merit increases.

Individual employees may be awarded a salary increase of between zero and five percent (0 – 5%) based on their level of performance. The total amount of meritorious salary increases shall not exceed the 3% merit pay pool in any fiscal year.

In the event an employee receives a merit increase that is less than the total amount awarded during the review process, due to being topped out in their respective salary range, said employee shall receive the remaining review award in a lump sum.

C. SALARY ADJUSTMENTS

All employees shall receive a seven percent (7%) increase, effective July 1, 2023:

In an effort to remain competitive, SOCWA will review salary ranges against comparator agencies on a bi-annual basis and will adjust ranges if necessary, with the recommendations of the General Manager and approval by the Board. The approved new ranges will be effective at the start of the next fiscal year.

D. INCENTIVE PAY

1. Full-time continuous employees hired prior to July 1, 2017 receiving education certification one step or higher above their existing job classification will be eligible to receive a 2.5% salary increase. Any Grade III employees may receive an additional 2.5% incentive pay if they obtain a certification two-steps above their existing job classification (i.e., Grade III Operator with a Grade V certification), as approved by the General Manager. Employees must first make application to their supervisor to be eligible to participate in the incentive program including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager.

2. Employees hired prior to July 1, 2017 that hold both a driving and crane certification will be awarded a one-time salary range increase of 2.5%.
3. Employees hired on or after July 1, 2017, will only be eligible for additional pay certification as follows:
 - a. Employees will receive a one-time \$800.00 payment on achieving a Grade 2;
 - b. Employees will receive a one-time \$800.00 payment upon receiving a Driving and Crane Certification; and
 - c. A one-time \$1200.00 payment upon achieving a Grade 3 or higher certification.

E. MERIT ADVANCEMENT

Full-time and/or part-time employees in good standing may be recommended for merit advancement. Merit reviews shall take place on an annual basis upon completion of the probationary period.

An employee in good standing is defined as one who has received a performance evaluation rating which meets or exceeds expected standards and who has not received any of the following disciplinary actions within the past twelve (12) month period:

- a) Letter of reprimand
- b) Probation for disciplinary purposes
- c) Suspension and/or demotion for disciplinary purposes

The merit recommendations, if any, are to be made by the employee's supervisor and must be approved by the Department Director and the General Manager.

F. SPECIAL PERFORMANCE AWARD

In recognition of situations where long-term SOCWA employees have reached the top of the established salary range for their current positions and are consequently, no longer eligible to receive salary advancements under the regular merit pool, such employees may be considered for a special performance award. The employee must have received an overall merit-based performance review rating of at least "Exceeds Expectations" or "Above Standard" for the preceding twelve-month evaluation period. The General Manager shall approve all such performance awards in writing. The decision of the General Manager shall be final. No award granted under this program shall be considered to increase the employee's base salary, nor shall the award limit the employee's ability to receive general cost of living increases, which may be granted from time to time. No employee shall receive an award under this program more

frequently than once in any twelve-month period. No award granted under this program shall exceed five percent (5%) of the employee's base salary. The award shall be paid in a lump sum to the employee. No award approved by the General Manager under this program shall require further approval by the Board of Directors; provided, however, that the General Manager shall annually following the end of the fiscal year provide a summary of the granted award during the previous twelve-month period to the Board of Directors. All employees, whether represented by the SOCWA Employee Association (SEA) or not, including management, supervisory, and confidential employees shall be eligible for this program. The decision of the General Manager to grant or withhold an award under this program shall not be subject to the grievance procedure.

G. OVERTIME

1. All employees who are classified as "non-exempt" employees, as defined under the FLSA, will be eligible for overtime pay. For purpose of defining "non-exempt" employees, the Agency policy shall mean all employees except the employees designated in the Management Division.
2. Administrative nonexempt employees will be paid overtime when they actually work more than 40 hours in a workweek. Overtime pay for bargaining unit employees is defined as that time spent on the job over eight (8) hours in one day for those employees on an eight (8) hour, five (5) day week schedule; or over nine/eight (9/8) hours in one day for those employees on a nine/eighty (9/80) schedule; or over ten (10) hours in one day for those employees on a four/ten (4/10) schedule, or over nine/four (9/4) hours in one day for those employees on a nine/four (9/4), five (5) day per week schedule. The workweek for purposes of overtime calculation shall be: (i) for employees on a nine/eighty (9/80) schedule shall begin at the mid-point of their shift on their eight (8) hour day and end seven (7) days later. In order to be eligible for overtime pay, an employee must have his/her supervisor's approval before working overtime.
3. Overtime pay shall be paid at the rate of one and one-half times the employee's regular rate of pay for hours worked in excess of 40 in the workweek for administrative employees and for bargaining unit employees, hours worked beyond the normal work schedule. Non-exempt employees may accrue up to 45 hours of compensatory time off ("CTO") in lieu of overtime compensation. Employees electing CTO in lieu of overtime compensation must indicate it on their time card. Non-bargaining unit employees must also agree with their supervisor prior to performing the work that it will be CTO. Use of compensatory time off must be pre-approved by the employee's supervisor and cannot be cashed out except upon termination of employment.

4. Time worked on a holiday in excess of the regular shift (eight, nine or ten hours) is paid at triple time rate. This applies to either the regularly scheduled employee or to the employee called in to work.
5. Overtime pay, as defined in paragraph 4 above, will be paid to bargaining unit employees who continuously work up to four (4) hours in excess of their normal work schedule or up to eight (8) hours on their regularly scheduled day off. Double time pay, defined as compensation equal to two times an employee's normal rate of pay, will be paid for those hours worked beyond the four (4) or eight (8) hours described above for bargaining unit employees. Hours must be consecutive in order to receive double-time or triple-time pay.
6. For the purpose of computing overtime pay, the formula shall be as follows: regular rate multiplied by 1.5 for the time and one half or 2.0 for double-time pay and 3.0 for triple-time.
7. When hourly employees are required to work overtime for four (4) hours or more beyond his/her regular work schedule or when hourly employees are called out for work outside their regular work schedule and their meal period occurs during such work, they will be given a reasonable meal allowance or furnished a meal and reasonable work time to eat it. Additional meal allowances or meals will be provided at four (4) hour intervals thereafter during the work period. Employees shall submit a receipt and shall be reimbursed for food and non-alcoholic beverages up to a maximum of \$5.00.
8. Efforts will be made to assign overtime on an equal basis to employees who, in management's discretion, are qualified to perform the overtime work. Work will be scheduled by the Director of Operations or his/her designee in advance if possible.
9. Any employee who works weekends (Saturday and/or Sunday) will receive a differential compensation rate, above their normal rate of pay of \$3.00 per hour.
10. **Non-Exempt Employee Use of Communication Devices**

Non-exempt employees may perform necessary and authorized work duties on various communication devices (e.g., smartphones, tablets, laptops, PDAs). All such time spent will be considered as hours worked and will count toward overtime eligibility as set forth by applicable law. Accordingly, they are required to report all time spent working after hours. Therefore, to control costs and avoid unnecessary expenses, non-exempt employees shall not use communication devices for work-related purposes outside of their regularly scheduled hours unless they receive prior instruction from management. In other words, non-exempt

employees are not required to review, read, send, or respond to work-related emails outside of their regularly scheduled hours unless requested to do so with management authorization. All time spent shall be recorded as time worked.

H. ADMINISTRATIVE LEAVE

The General Manager, or designee, may grant paid administrative leave to employees. This may include, but is not limited to, times when exempt employees are required to work above and beyond their normal working hours on behalf of the Agency without additional compensation.

I. STANDBY PAY

1. When Field Personnel have been designated to be on standby duty after their normal workday, they shall be compensated at a rate of \$500.00 per week for any employee in Operations or Maintenance that covers SOCWA facilities when assigned to standby in addition to their regular pay.
2. Standby duties require OPERATORS to be available upon forty-five (45) minutes notice and Maintenance and Electrical/SCADA to be available upon ninety (90) minutes notice, on a twenty-four-hour basis.
3. A mobile phone will be provided for all personnel designated on standby. Employees will be responsible for the mobile phone while in his/her possession and must replace it if lost or damaged due to a willful act or gross negligence.
4. When an employee is called back to work without prior notice, and the employee has completed their normal work shift and left the plant, the employee shall receive a minimum of two (2) hours call back pay.

The two (2) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half times the employee's regular hourly rate.

J. JURY DUTY

Any regular or probationary employee who is required to serve as a juror or who is subpoenaed as a witness in any court in this state, of the United States, or any administrative board or tribunal, shall submit to his/her supervisor notification of the need for such leave of absence as soon as such employee receives notification himself/herself. Any regular or probationary employee shall be entitled to a leave of absence with pay while performing services as a juror or a witness (witness pay is limited to circumstances set forth in applicable Government Code statutes), provided that any such employee shall pay to the Agency any amount received for jury fees, if any, exclusive of travel and subsistence. All regular or probationary employees shall be allowed time off with pay up to a maximum of fifteen (15) working days for the actual period of service required on such jury. Exempt employee's salary will not be reduced

while on jury duty unless they perform no work during the entire work week following the 15 working days of paid jury service. Any jury duty beyond the fifteen (15) days will have to be served under the leave of absence criteria set forth in this policy. Upon return to work, the employee will present to the General Manager proof of service for the actual days served and have it duly authorized by the court.

K. SALARY SCHEDULE

The Agency current salary schedule is depicted as Exhibit "A" to this policy, which exhibit is attached hereto and by this reference incorporated herein.

L. JOB CLASSIFICATION

Job classifications are determined from time to time by the General Manager, and as of July 1, 2019, with the approval of the Annual Budget, the job classifications approved by the Board of Directors are depicted as Exhibit "B" to this policy. Annually, with the approval of the Budget, the General manager shall submit to the Board of Directors changes in job classifications implemented in the prior year due to promotions and hiring for business needs and/or as proposed to be implemented in the coming fiscal year.

M. FAIR PAY ACT POLICY

The Agency follows all applicable state and federal laws requiring equal pay for employees for substantially similar work. Substantially similar work is a composite of skill, effort and responsibility when performed under similar working conditions. Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity is prohibited. Pay differentials may be valid in certain situations as set forth in applicable law. California's Fair Pay Act and the Agency prohibit discrimination and retaliation against any employee who invokes or assists in the enforcement of the Fair Pay Act. Employees will not be retaliated against for inquiring about or discussing wages.

If you believe you are not being paid the same wage as other employees engaged in substantially similar work of a different race, ethnicity or sex, please report your concerns to the Human Resources Department so that appropriate corrective action may be taken.

ATTACHMENT A

Policy Against Employee Harassment and Discrimination.

1. Policy Statement

The Agency strictly prohibits unlawful harassment and discrimination. This includes harassment and discrimination on the basis of sex, gender, sexual orientation, gender identity, gender expression, genetic information, race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, reproductive health decisionmaking, age (40 or over), marital status, military and veteran status, or any other protected class under applicable law.

2. Application

- A. This policy applies to all phases of the employment relationship, including, but not limited to, recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.
- B. This policy applies to all officers and employees of the Agency, including, but not limited to, full and part-time employees, per diem employees, temporary employees, and persons working under contract for the Agency.

3. Harassment Defined

- A. Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:
 - (1) Submission to the offensive conduct is an explicit or implicit term or condition of employment;
 - (2) Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
 - (3) The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- B. Examples of what may constitute prohibited harassment include, but are not limited to, the following:
 - (1) Kidding or joking about sex or membership in one of the protected classifications;

- (2) Hugs, pats, and similar physical contact;
- (3) Assault, impeding or blocking movement, or any physical interference with normal work or movement;
- (4) Cartoons, posters, e-mails, texts and other materials referring to sex or membership in one of the protected classifications;
- (5) Threats intended to induce sexual favors;
- (6) Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
- (7) Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;
- (8) Prolonged staring or leering at a person;
- (9) Similar conduct directed at an individual on the basis of race, color, ancestry, national origin, religious creed, physical disability, mental disability, medical condition, reproductive health decisionmaking, age (40 or over), marital status, military or veteran status, sexual orientation, gender, gender identity, gender expression, genetic information, or any other protected classification under applicable law.

4. Procedure

A. Internal Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment or discrimination by co-workers, supervisors, managers, clients or customers, visitors, vendors, or others (including third parties) should immediately notify his or her supervisor or, in the alternative, the General Manager, depending on which individual the employee feels most comfortable in contacting.
- (2) Additionally, supervisors who observe or otherwise become aware of harassment that violates this policy have a duty to report it to the General Manager so the Agency can try to resolve the claim internally.

B. External Reporting Procedure

- (1) Any employee who believes that he or she has been the victim of sexual or other prohibited harassment by coworkers, supervisors, clients or customers, visitors, vendors, or others may file a

complaint with the California Civil Rights Department ("the CRD"). The phone number for the CRD is located in the phone book under government agencies.

5. Investigation

- A. Upon the filing of a complaint with the Agency, the complainant will be provided with a copy of this policy. The complainant shall be notified in a timely manner that their complaint has been received and will be investigated. The General Manager is the person designated by the Agency to investigate complaints of harassment and/or discrimination. The General Manager may, however, delegate the investigation to qualified, impartial personnel at his/her discretion. In the event the harassment or discrimination complaint is against the General Manager; a different investigator shall be appointed by the Chairperson or the Board of Directors. A fair, timely and thorough investigation will be conducted. All parties to the investigation will receive appropriate due process.
- B. Charges filed with the CRD are investigated by the CRD.

6. Internal Documentation Procedure

- A. When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the General Manager.
- B. The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment or discrimination, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. The investigator's notes shall be made at the time the verbal interview is in progress. Any other documentary evidence shall be retained as part of the record of the investigation. Upon completion of the investigation, the results shall be given to the complainant, the alleged harasser, and the General Manager.
- C. Based on the report and any other relevant information, the General Manager shall, within a reasonable period of time, determine whether the conduct of the person against whom a complaint has been made constitutes unlawful harassment or unlawful discrimination. In making that determination, the General Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question; the context in which the conduct, if any, occurred; and the conduct of the person complaining of harassment or discrimination. The determination of whether harassment or discrimination occurred will be

made on a case-by-case basis by the General Manager. All investigations should be closed in a timely manner.

7. Confidentiality

All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

8. Remedies

A. Remedial Action

- (1) If the General Manager determines that the complaint of harassment or discrimination is founded, the General Manager shall take immediate and appropriate disciplinary action consistent with the requirements of law and any personnel rules or regulations pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
- (2) Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harasser, and any other factors relating to the fair and efficient administration of the Agency's operations.

B. In the event a complaint is filed with the CRD, and the CRD finds that the complaint has merit, the CRD will attempt to negotiate a settlement between the parties. If not settled, the CRD may issue a determination on the merits of the case.

- (1) Where a case is not settled, the CRD may pursue litigation in civil court with the Complainant as the Real Party in Interest. Legal remedies available through the CRD for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; reasonable attorneys' fees; and under appropriate circumstances, punitive damages, out-of-pocket losses, affirmative relief, training, and emotional distress damages.
- (2) In the alternative, the CRD may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.

9. Retaliation

Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding or hearing conducted by the Agency or the CRD, is strictly prohibited by state regulations. It may subject the offending person to, among other things, disciplinary action, up to and including, termination of employment.

10. Employee Obligation

- A. Employees are not only encouraged to report instances of harassment or discrimination, they are obligated to report instances of harassment.
- B. Employees are obligated to cooperate in every investigation of harassment or discrimination, including, but not necessarily limited to:
 - (1) Coming forward with evidence, both favorable and unfavorable to a person accused of harassment or discrimination; and
 - (2) Fully and truthfully making a written report or verbally answering questions when required to do so during the course of an Agency investigation of alleged harassment or discrimination.
- C. Knowingly, falsely accusing someone of harassment or discrimination or otherwise knowingly giving false or misleading information in an investigation of harassment or discrimination shall result in disciplinary action, up to and including, termination of employment.

11. Training

The Agency will provide training to employees as required by applicable law.

ATTACHMENT B

Your Rights and Responsibilities as a Pregnant Employee

If you are pregnant, have a related medical condition, or are recovering from childbirth, **PLEASE READ THIS NOTICE.**

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

The Agency has an obligation to:

- reasonably accommodate your medical needs related to pregnancy, childbirth or related conditions (such as temporarily modifying your work duties, providing you with a stool or chair, or allowing more frequent breaks);
- transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy; and
- provide you with pregnancy disability leave (PDL) of up to four months (the working days you normally would work in one-third of a year or 17½ weeks) and return you to your same job when you are no longer disabled by your pregnancy or, in certain instances, to a comparable job. Taking PDL, however, does not protect you from non-leave related employment actions, such as a layoff.
- provide a reasonable amount of break time and use of a room or other location in close proximity to the employee's work area to express breast milk in private as set forth in the Labor Code.

For pregnancy disability leave:

- PDL is not for an automatic period of time, but for the period of time that you are disabled by pregnancy. Your health care provider determines how much time you will need.
- Once the Agency has been informed that you need to take PDL, the Agency must guarantee in writing that you can return to work in your same position if you request a written guarantee. The Agency may require you to submit written medical certification from your health care provider substantiating the need for your leave.
- PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe

“morning sickness,” gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.

- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against your four-month entitlement to leave.
- Your leave will be paid or unpaid depending on the Agency policy for other medical leaves.
- You may also be eligible for state disability insurance or Paid Family Leave (PFL), administered by the California Employment Development Department.
- At your discretion, you can use any vacation during your PDL.
- The Agency requires you to use any available sick leave during your PDL.
- The Agency is required to continue your group health coverage during your PDL at the same level and under the same conditions that coverage would have been provided if you had continued in employment continuously for the duration of your leave.
- Taking PDL may impact certain of your benefits and your seniority date; please contact Human Resources for details.
- If possible, you must provide at least 30 days’ advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself.) For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

Notice Obligations of Employees:

- Give the Agency reasonable notice: To receive reasonable accommodation, obtain a transfer, or take PDL, you must give the Agency sufficient notice for it to make appropriate plans. Sufficient notice means 30 days’ advance notice if the need for the reasonable accommodation, transfer or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
- Provide a Written Medical Certification from Your Health Care Provider. Except in a medical emergency where there is no time to obtain it, the Agency may require you to supply a written medical certification from your health care provider of the medical need for your reasonable accommodation, transfer or PDL. If the need is

an emergency or unforeseeable, you must provide this certification within the time frame the Agency requests, unless it is not practicable for you to do so under the circumstances despite your diligent, good faith efforts. The Agency must provide at least 15 calendar days for you to submit the certification. See Human Resources for a copy of a medical certification form to give to your health care provider to complete.

- PLEASE NOTE that if you fail to give the Agency reasonable advance notice or written medical certification of your medical need, the Agency may be justified in delaying your reasonable accommodation, transfer, or PDL.

You also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if you have more than 12 months of service with us, have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave and work at a worksite with 50 or more employees within 75 miles of that worksite. This leave may be up to 12 workweeks in a 12-month period.. For further information on the availability of CFRA leave, please review your employer's policy regarding the availability of CFRA leave.

This notice is a summary of your rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about your rights and obligations as a pregnant employee, contact Human Resources, visit the California Civil Rights Department's website at www.calcivilrights.ca.gov, or contact the Department at 800-884-1684. The text of the FEHA and the regulations interpreting it are available on the Department's website at www.calcivilrights.ca.gov.

ATTACHMENT C

Employee Rights And Responsibilities Under The Family And Medical Leave Act

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

The 12 month period will be calculated using a rolling 12 month period measured backward from the date the leave is first used.

Military Leave Family Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or are called to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition."**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles of the employee making the request.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of an accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

The FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

CALIFORNIA FAMILY RIGHTS ACT LEAVE

Under the California Family Rights Act of 1993 (“CFRA”), if an employee has more than 12 months of service with the Agency and has worked at least 1250 hours in the past 12 months, and the Agency employs five or more employees, the employee may have a right to CFRA leave.

In computing the 12 month period, the Agency utilizes a rolling 12-month period measured backward from the date leave is used.

If eligible for such leave, an employee may be entitled to take up to 12 work weeks of unpaid, job protected leave in a 12-month period for the birth, adoption, or foster care placement of employee’s child, for an employee’s own serious health condition or to care for employee’s child, parent, parent-in-law, spouse, grandparent, grandchild, sibling, registered domestic partner or “designated person”. (“Designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. An employee is limited to one (1) “designated person” per 12-month period.) In addition, under CFRA an employee may take leave because of a qualifying exigency related to covered active duty or call to covered active duty of an employee’s spouse, registered domestic partner, child or parent in the armed forces of the United States as specified in applicable law.

For CFRA leave, the Agency generally requires the employee to utilize vacation leave and sick leave while on such leave. An exception to this is the employee may not use sick leave during a period of CFRA leave in connection with the birth, adoption or foster care of a child, or to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person unless mutually agreed to by the employee and the General Manager.

Another exception is that employees will not be required to use their sick leave if the employee’s CFRA leave also qualifies as “kin care” under California law. Under these circumstances, it will be the employee’s sole discretion as to whether they wish to utilize sick leave.

While on CFRA leave, the Agency will maintain and pay for coverage under a group health plan, for the duration of the leave, not to exceed 12 workweeks in a 12 month period, commencing on the date leave under CFRA commences, at the level and under the conditions coverage would have been provided if the employee continued employment continuously for the duration of the leave. Employees must continue to pay their portion of group health plan premiums while on CFRA leave.

During CFRA leave, the leave shall not constitute a break in service for any employee benefit plan. An employee shall return with no less seniority than employee had when leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority related benefits, such as vacation.

If the employee's need for leave is foreseeable, the employee shall provide the Agency with reasonable advance notice of the need for the leave.

If the employee's need for leave pursuant to this section is foreseeable due to planned medical treatments or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the Agency, subject to the approval of the health care provider of the individual requiring the treatment or supervision.

The Agency requires that an employee's request for leave to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or designated person who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring care. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.
- (D) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.

Upon expiration of the time estimated by the health care provider, the Agency requires the employee to obtain recertification, if additional leave is required.

The Agency requires that an employee's request for leave because of the employee's own serious health condition be supported by a certification issued by the employee's health care provider. That certification shall be sufficient if it includes all of the following:

- (A) The date on which the serious health condition commenced.
- (B) The probable duration of the condition.
- (C) A statement that, due to the serious health condition, the employee is unable to perform the function of the employee's position.

The Agency requires that employees obtain subsequent recertification regarding the employee's serious health condition on a reasonable basis, if additional leave is required.

As a condition of an employee's return from leave taken because of an employee's own serious health condition, the Agency requires the employee to obtain a certification from the employee's health care provider that the employee is able to resume work.

CFRA leave provided for in this Policy may be taken in one or more periods.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either of the following:

- 1) Inpatient care in a hospital, hospice or residential health care facility; or
- 2) Continuing treatment or continuing supervision by a health care provider.

“Health care provider” means any of the following: an individual holding either a physician’s and surgeon’s certificate issued pursuant to California law, an osteopathic physician and surgeon certificate issued pursuant to California law, or an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition. In addition, any other person determined by the United States Secretary of Labor to be capable of providing health care services under the FMLA shall also qualify as a health care provider.

The Agency may recover the premiums for such group health plans that it pays on behalf of the employee if both of the following conditions occur:

- 1) The Employee fails to return from leave after the period of leave to which the employee is entitled has expired; and
- 2) The failure of the employee to return from the leave is for a reason other than the continuation, recurrence, or onset of “serious health condition” or other circumstances beyond the control of the employee.

Eligible employees may also take Qualifying Exigency Leave as set forth in California law.

ATTACHMENT D

Weapons/Anti Violence Policy

The Agency has adopted a Zero Tolerance Policy against workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the Agency, or which occur on Agency property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Agency or to create a hostile, abusive, or intimidating work environment for one or several Agency employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the Agency premises, regardless of the relationship between the Agency and the parties involved in the incident.
- All threats or acts of violence occurring off the Agency premises involving someone who is acting in the capacity of a representative of the Agency.
- All threats or acts of violence occurring off the Agency premises involving an employee of the Agency if the threats or acts affect the legitimate interests of the Agency.
- Any acts or threats resulting in the conviction of an employee or agent of the Agency, or of an individual performing services for the Agency on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of the Agency.

Specific examples of conduct which may be considered threats or acts of violence include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of Agency property.
- Harassing or threatening phone calls.
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.

- **Unauthorized possession or inappropriate use of firearms or weapons.**

The Agency's prohibition against threats and acts of violence applies to all persons involved in the Agency's operation, including but not limited to Agency personnel, contract, and temporary workers and anyone else on Agency property. Violations of this policy by any individual on Agency property, by any individual acting as a representative of the Agency while off Agency property, or by any individual acting off of Agency property when his/her actions affect the Agency's business interests will lead to disciplinary action (up to and including termination) and/or legal action as appropriate.

Possession while on duty or bringing onto Agency property unauthorized material, such as explosives, weapons (including, but not limited to, firearms and knives), or other similar items, is strictly prohibited.

Every employee and every person on Agency property is required to report incidents of threats or acts of physical violence or any other violation of this policy of which he/she is aware. The report should be made to the Human Resources Department, the reporting individual's immediate supervisor, or another supervisory employee if the immediate supervisor is not available. Nothing in this policy alters any other reporting obligation established in Agency policies or in state, federal, or other applicable law.

ATTACHMENT E

Rights of Victims of Domestic Violence, Sexual Assault, Stalking, Crimes that Cause Physical Injury or Mental Injury, and Crimes Involving a Threat of Physical Injury; and of Persons Whose Immediate Family Member is Deceased as a Direct Result of a Crime

1. Your Right to Take Time Off:

- You have the right to take time off from work to obtain relief from a court, including obtaining a restraining order, to protect you and your children's health, safety or welfare.
- If your Agency has 25 or more workers, you can take time off from work to get medical attention for injuries caused by crime or abuse, receive services from a domestic violence shelter, program, rape crisis center, receive psychological counseling or mental health services related to an experience of crime or abuse, or participate in safety planning and take other actions to increase safety from future crime or abuse.
- You may use accrued paid sick leave or vacation, personal leave, or compensatory time off that is otherwise available for your leave unless you are covered by a union agreement that says something different. Even if you do not have paid leave, you still have the right to time off.
- In general, you do not have to give your employer proof to use leave for these reasons.
- If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, a court order, a document from a licensed medical professional, a victim advocate, a licensed health care provider, or counselor showing that you were undergoing treatment for domestic violence related to trauma, or a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose..

2. Your Right to Reasonable Accommodation:

- You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number,

transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose and may also request proof showing your need for an accommodation. Your employer cannot tell your coworkers or anyone else about your request.

3. **Your Right to be Free From Retaliation and Discrimination:**
Your employer cannot treat you differently or fire you because:

You are a victim of domestic violence, sexual assault, or stalking, a crime that caused physical injury or mental injury, or a crime involving threat of physical injury, or are someone whose immediate family member is deceased as a direct result of a crim.

- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.

ATTACHMENT F

Lactation Accommodation Policy

The Agency provides employees the right to request lactation accommodation in accordance with California law. The Agency will provide a reasonable amount of break time to accommodate an employee desiring to express breastmilk for the employee's infant child each time the employee has a need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with the rest time authorized for the nonexempt employee shall be unpaid.

The Agency will provide the employee with the use of a room or other location for the employee to express milk in private. This room may include the place where the employee normally works if it otherwise meets the requirements set forth below.

The room shall be safe, clean and free of hazardous materials. There will be a surface to place a breast pump and personal items as well as a place to sit. The room will have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. The employee shall also have access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, the Agency may provide another cooling device suitable for storing milk, such as an Agency-provided cooler. If a multipurpose room is used for the lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Employees who require lactation accommodation should contact Human Resources. If the Agency cannot provide break time or a location that complies with California law the Agency will provide a written response to the employee. Employees have the right to file a complaint with the Labor Commissioner for any violation of the employee's lactation rights under California law.

Exhibit A
Salary Schedule

EXHIBIT "A"

SOCWA
EMPLOYEE HANDBOOK SALARY RANGE SUMMARY
07/01/2023 - 06/30/2024

July 1, 2023	COLA @ 7%				1.070
Ranges	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary	
33.0	29.81	38.05	\$5,167.07	\$6,595.33	
33.5	30.56	38.97	\$5,297.07	\$6,754.80	
34.0	31.29	39.98	\$5,423.60	\$6,929.87	
34.5	32.07	40.97	\$5,558.80	\$7,101.47	
35.0	32.87	41.94	\$5,697.47	\$7,269.60	
35.5	33.68	42.99	\$5,837.87	\$7,451.60	
36.0	34.50	44.04	\$5,980.00	\$7,633.60	
36.5	35.36	45.12	\$6,129.07	\$7,820.80	
37.0	36.21	46.23	\$6,276.40	\$8,013.20	
37.5	37.13	47.12	\$6,435.87	\$8,167.47	
38.0	38.05	48.57	\$6,595.33	\$8,418.80	
38.5	38.97	49.78	\$6,754.80	\$8,628.53	
39.0	39.98	51.00	\$6,929.87	\$8,840.00	
39.5	40.97	52.29	\$7,101.47	\$9,063.60	
40.0	41.94	53.49	\$7,269.60	\$9,271.60	
40.5	42.99	54.87	\$7,451.60	\$9,510.80	
41.0	44.04	56.21	\$7,633.60	\$9,743.07	
41.5	45.12	57.61	\$7,820.80	\$9,985.73	
42.0	46.23	59.03	\$8,013.20	\$10,231.87	
42.5	47.40	60.49	\$8,216.00	\$10,484.93	
43.0	48.57	61.97	\$8,418.80	\$10,741.47	
43.5	49.78	63.52	\$8,628.53	\$11,010.13	
44.0	51.00	65.07	\$8,840.00	\$11,278.80	
44.5	52.30	66.70	\$9,065.33	\$11,561.33	
45.0	53.49	68.33	\$9,271.60	\$11,843.87	
45.5	54.87	70.02	\$9,510.80	\$12,136.80	
46.0	56.21	71.74	\$9,743.07	\$12,434.93	
46.5	57.61	73.54	\$9,985.73	\$12,746.93	
47.0	59.03	75.36	\$10,231.87	\$13,062.40	
47.5	60.49	77.19	\$10,484.93	\$13,379.60	
48.0	61.97	79.11	\$10,741.47	\$13,712.40	
48.5	63.52	81.06	\$11,010.13	\$14,050.40	
49.0	65.07	83.06	\$11,278.80	\$14,397.07	
49.5	66.70	85.14	\$11,561.33	\$14,757.60	
50.0	68.33	87.21	\$11,843.87	\$15,116.40	
50.5	70.02	89.40	\$12,136.80	\$15,496.00	
51.0	71.74	91.55	\$12,434.93	\$15,868.67	
51.5	73.53	93.84	\$12,745.20	\$16,265.60	
52.0	75.36	96.15	\$13,062.40	\$16,666.00	
52.5	77.19	98.54	\$13,379.60	\$17,080.27	
53.0	79.08	100.94	\$13,707.20	\$17,496.27	
53.5	81.11	103.48	\$14,059.07	\$17,936.53	
54.0	83.05	106.00	\$14,395.33	\$18,373.33	
54.5	85.13	108.62	\$14,755.87	\$18,827.47	
55.0	87.21	111.29	\$15,116.40	\$19,290.27	

EXHIBIT B
JOB CLASSIFICATIONS

EXHIBIT "B"

**SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
EMPLOYEE HANDBOOK - JOB CLASSIFICATION SALARY SCHEDULE
7/1/2023 w/COLA of 7%**

SEA Represented Classifications / Non-Exempt						
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary	
<i>Operations Division</i>						
Operator Grade III	43	\$ 48.57	\$ 61.97	\$ 8,418.80	\$ 10,741.47	
Operator Grade II	41	\$ 44.04	\$ 56.21	\$ 7,633.60	\$ 9,743.07	
Operator Grade I	37	\$ 36.21	\$ 46.23	\$ 6,276.40	\$ 8,013.20	
Operator in Training	35	\$ 32.87	\$ 41.94	\$ 5,697.47	\$ 7,269.60	
<i>Maintenance Division</i>						
Maintenance Mechanic III	42.5	\$ 47.40	\$ 60.49	\$ 8,216.00	\$ 10,484.93	
Truck Driver/Maintenance Mechanic II	38	\$ 38.05	\$ 48.57	\$ 6,595.33	\$ 8,418.80	
Maintenance Mechanic II	38	\$ 38.05	\$ 48.57	\$ 6,595.33	\$ 8,418.80	
Maintenance Mechanic I	36	\$ 34.50	\$ 44.04	\$ 5,980.00	\$ 7,633.60	
O&M Inventory/Purchasing Specialist	38	\$ 38.05	\$ 48.57	\$ 6,595.33	\$ 8,418.80	
<i>Support Services Division</i>						
Sr. Electrician/SCADA Technician	45	\$ 53.49	\$ 68.33	\$ 9,271.60	\$ 11,843.87	
Maintenance Mechanic III w/Co-Gen	42.5	\$ 47.40	\$ 60.49	\$ 8,216.00	\$ 10,484.93	
Electrical/Instrumentation Technician	42	\$ 46.23	\$ 59.03	\$ 8,013.20	\$ 10,231.87	
<i>Laboratory Services</i>						
Laboratory Q&A Specialist	44.5	\$ 52.30	\$ 66.70	\$ 9,065.33	\$ 11,561.33	
Laboratory Technician III	43.5	\$ 49.78	\$ 63.52	\$ 8,628.53	\$ 11,010.13	
Laboratory Technician II	41	\$ 44.04	\$ 56.21	\$ 7,633.60	\$ 9,743.07	
Laboratory Technician I	39	\$ 39.98	\$ 51.00	\$ 6,929.87	\$ 8,840.00	
Laboratory Aide/Sampler	35	\$ 32.87	\$ 41.94	\$ 5,697.47	\$ 7,269.60	

Unrepresented Classifications						
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary	
<i>Operations Division</i>						
Assistant Chief Operator	44	\$ 51.00	\$ 65.07	\$ 8,840.00	\$ 11,278.80	
<i>Maintenance Division</i>						
Maintenance Mechanic Supervisor	44	\$ 51.00	\$ 65.07	\$ 8,840.00	\$ 11,278.80	
<i>Environmental Compliance / Laboratory Services</i>						
Source Control Manager	46	\$ 56.21	\$ 71.74	\$ 9,743.07	\$ 12,434.93	
<i>Administration Division</i>						
Executive Assistant	44.5	\$ 52.30	\$ 66.70	\$ 9,065.33	\$ 11,561.33	
Clerk of the Board						
Sr. Accountant	43	\$ 48.57	\$ 61.97	\$ 8,418.80	\$ 10,741.47	
Staff Accountant w/Payroll	38	\$ 38.05	\$ 48.57	\$ 6,595.33	\$ 8,418.80	
Accounts Payable Accountant w/PR Assistance	35	\$ 32.87	\$ 41.94	\$ 5,697.47	\$ 7,269.60	

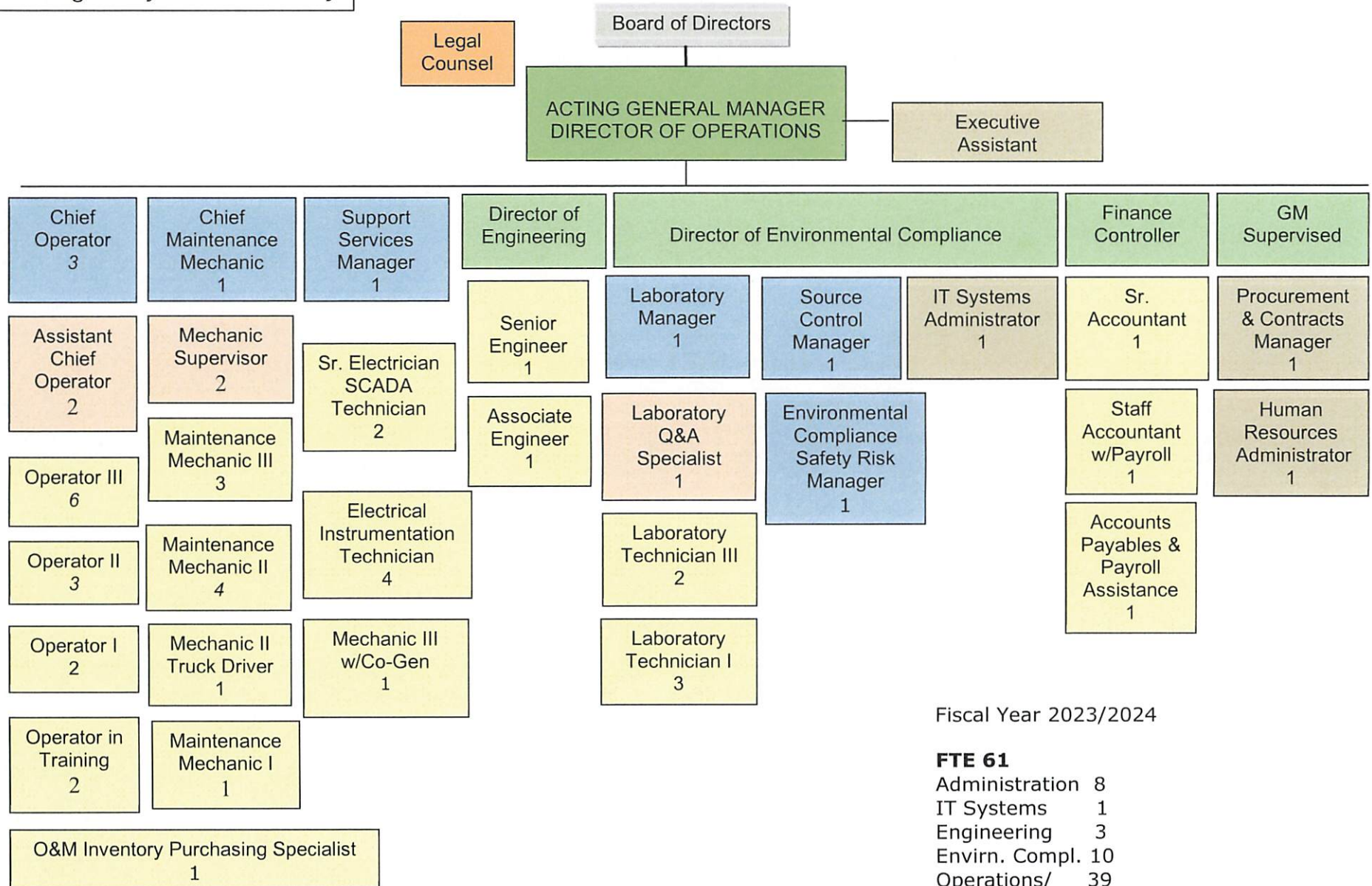
Professional Classifications						
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary	
<i>Operations Division</i>						
Chief Operator	50	\$ 68.33	\$ 87.21	\$ 11,843.87	\$ 15,116.40	
<i>Maintenance Division</i>						
Chief Maintenance Mechanic	50	\$ 68.33	\$ 87.21	\$ 11,843.87	\$ 15,116.40	
<i>Support Services Division</i>						
Support Services Manager	50	\$ 68.33	\$ 87.21	\$ 11,843.87	\$ 15,116.40	
Information Technology Systems Administrator	46	\$ 56.21	\$ 71.74	\$ 9,743.07	\$ 12,434.93	
<i>Environmental Compliance / Laboratory Services</i>						
Laboratory Manager	48	\$ 61.97	\$ 79.11	\$ 10,741.47	\$ 13,712.40	
Environmental Compliance Safety Risk Manager	45.5	\$ 54.87	\$ 70.02	\$ 9,510.80	\$ 12,136.80	
<i>Engineering Division</i>						
Sr. Engineer	50	\$ 68.33	\$ 87.21	\$ 11,843.87	\$ 15,116.40	
Associate Engineer	47.5	\$ 60.49	\$ 77.19	\$ 10,484.93	\$ 13,379.60	
<i>Administration Division</i>						
Procurement/Contracts Manager	48	\$ 61.97	\$ 79.11	\$ 10,741.47	\$ 13,712.40	
Human Resource Administrator	47.5	\$ 60.49	\$ 77.19	\$ 10,484.93	\$ 13,379.60	

Management Classifications						
Classification	Salary Range	Minimum Hourly Salary	Maximum Hourly Salary	Minimum Monthly Salary	Maximum Monthly Salary	
<i>Executive Management Division</i>						
Acting General Manager/Director of Operations		Set by the Board by Contract			\$ 19,749.60	
Director of Operations	54	\$ 83.05	\$ 106.00	\$ 14,395.33	\$ 18,373.33	
Director of Engineering	54	\$ 83.05	\$ 106.00	\$ 14,395.33	\$ 18,373.33	
Director of Environmental Compliance	54	\$ 83.05	\$ 106.00	\$ 14,395.33	\$ 18,373.33	
Finance Controller	52	\$ 75.36	\$ 96.15	\$ 13,062.40	\$ 16,666.00	

EXHIBIT C

TABLE OF ORGANIZATION

(As approved FY 2023-24, same may be revised from time to time in each FY)



Fiscal Year 2023/2024

FTE 61
 Administration 8
 IT Systems 1
 Engineering 3
 Envirn. Compl. 10
 Operations/ 39
 Maintenance

Agenda Item

6.E.

Board of Directors Meeting

Meeting Date: June 1, 2023

TO: Board of Directors
FROM: Jim Burror, Acting General Manager/Director of Operations
STAFF CONTACT: Dina Ash, Human Resources Administrator
SUBJECT: Resolution 2023-07: A Resolution Approving New Employee Salary Ranges to the July 1, 2023, to June 30, 2024, Memorandum of Understanding (“MOU”) between the South Orange County Wastewater Authority and the SOCWA Employee Association

Summary/Discussion

With the approval of the SOCWA Employee Association MOU on May-4, 2023,2023 the Authority authorized a Cost of Living Increase of 7%.

Therefore, beginning July 1, 2023, the salary ranges in the MOU in Exhibit “A” and salary schedules in Exhibit “B” have been increased 7%.

Recommended Action: Staff recommends that the Board of Directors approve Resolution 2023-07, a Resolution Approving New Employee Salary Ranges to the July 1, 2023, to June 30, 2024, Memorandum of Understanding between the South Orange County Wastewater Authority and the SOCWA Employee Association.

Attachments/

RESOLUTION NO.2023-07

A RESOLUTION APPROVING NEW EMPLOYEE SALARY RANGE SUMMARY AND EMPLOYEE JOB CLASSIFICATION SALARY SCHEDULE TO THE JULY 1, 2023, TO JUNE 30, 2024, MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH ORANGE COUNTY WASTEWATER AUTHORITY AND THE SOCWA EMPLOYEE ASSOCIATION

WHEREAS the employees represented by the South Orange County Wastewater Authority Employee Association (SEA) are a viable and important part of the SOCWA organization; and

WHEREAS, the SEA has met and conferred in good faith with the designated Authority representatives for the adoption of the current Memorandum of Understanding applicable to the period July 1, 2023, to June 30, 2024 (“**MOU**”); and

WHEREAS, the MOU establishes Salary Adjustments on an annual basis, and thereby requires the adjustment of attachment Exhibit “A” Salary Range Summary and Exhibit “B” Job Classification Salary Schedule to the MOU in each annual period for the purposes of maintaining a current Salary Range Summary and Job Classification Salary Schedule; and

WHEREAS, the SOCWA now desires to approve a revised Exhibit “A” Salary Range Summary and Exhibit “B” Job Classification Salary Schedule to the MOU to memorialize the percentage change of 7%, the same begin consistent with the terms of the MOU.

NOW, THEREFORE, the Board of Directors of the South Orange County Wastewater Authority does hereby RESOLVE, DETERMINE AND ORDER as follows:

Section 1. The MOU provides that salary adjustments will be made according to MOU Section IV Compensation (C). The MOU salary adjustment will be 7%. Therefore, beginning July 1, 2023, the salary ranges in Exhibit “A” and salary schedules in Exhibit “B” have been increased 7%.

Section 2. The Acting General Manager/Director of Operations or the Chairperson of the Board of Directors are authorized to attach to the MOU for the period July 1, 2023, to June 30, 2024, the revised Exhibit “A” and “B” attached hereto.

Section 3. The Secretary of SOCWA shall certify the adoption of Resolution No. 2023-07 and shall maintain a certified copy thereof at the principal office of SOCWA.

PASSED, ADOPTED, AND SIGNED this 1st day of June 2023.

SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

(Seal)

By: _____
Matt Collings, Chairman

By: _____
James (Jim) L. Burror, Jr., Board Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

I, James L Burror Jr, Secretary of the Board of Directors of the SOUTH ORANGE COUNTY WASTEWATER AUTHORITY (“SOCWA”), do hereby certify that the foregoing is a full, true, and correct copy of **Resolution No. 2023-07** of said Board and that the same has not been amended or repealed.

Dated this 1st day of June 2023.

James L. Burror, Jr., Board Secretary
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SOUTH ORANGE COUNTY
WASTEWATER AUTHORITY
AND THE
SOCWA EMPLOYEE ASSOCIATION**

July 1, 2023 to June 30, 2024

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SECTION I

A. RECOGNITION

The South Orange County Wastewater Authority, hereinafter referred to collectively as the "Agency," recognize the SOCWA Employee Association, hereinafter referred to as the "SEA", as the exclusive recognized employee organization for matters within the scope of representation for the classifications shown in Exhibit "A".

B. DURATION

This Memorandum of Understanding shall become effective as of July 1, 2023 and shall remain in full force and effect until June 30, 2024 and shall renew automatically from year to year thereafter unless either party gives at least sixty (60) days' notice in writing to the other party prior to any annual expiration date of their desire to modify or terminate this Agreement.

C. FULL UNDERSTANDING, MODIFICATION AND WAIVER

It is intended that this Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby suspended or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that SEA hereto voluntarily and unqualifiedly waives its rights, and agrees that the Agency will not be required to negotiate with respect to any subject or matter covered herein during the term of this Agreement. Except in cases of emergency as provided by Government Code Section 3504.5, the Agency shall provide reasonable written notice to the SEA of any ordinance, resolution; rule or regulation directly related to matters within the scope of representation proposed to be adopted by the Agency Board of Directors and shall give SEA the opportunity to meet with the Agency representatives.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless contained in writing signed by both parties and approved and implemented by the Agency Board of Directors.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of its terms and provisions.

D. PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable federal and state laws, and federal and state regulations. If any part of a provision of this Memorandum of Understanding is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable law or regulations, and the remainder of this Memorandum of Understanding shall not be affected thereby.

E. MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Memorandum of Understanding, all management rights, including the control, direction, and supervision of all SOCWA operations and personnel are vested in the Agency. Such functions include, but are not limited to, the right to hire new employees; to direct the work force; to determine the types and kind of services to be provided; to hire outside companies and vendors to perform services; to increase and decrease the amount of work available; to schedule and assign work; to determine the number of work shifts and hours of work; to subcontract work; to determine the types of work to be performed; to establish and enforce job standards; qualifications; conduct and safety regulations; to determine job content; and to change materials, processes, services, equipment, jobs, operations, locations and the number and type of facilities. The Agency also retains the right to hire, transfer, promote, demote, layoff and recall employees and to discharge, suspend and discipline employees for just cause.

F. NO STRIKE OR LOCKOUT

During the term of this Memorandum of Understanding, the employees, their agents and representatives, including, but not limited to, SEA will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strike), slow down, concerted stoppage of work, sick-out, or any other disruption of the operations of the Agency, regardless of the reason for so doing. Any employee engaging in such activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to disciplinary action up to and including termination.

During the term of this Memorandum of Understanding, the Agency will not institute a lockout over a dispute with the employees so long as there is no breach of the above no-strike provision.

G. DUES DEDUCTIONS AND NEW HIRE ORIENTATION

The Agency will deduct from each regular paycheck of all employees who have submitted a Dues, Deduction to SEA and remit to the SEA Treasurer, the dues, initiation fees and assessments for each employee as required by California law.

Authorizations for payroll deductions and authorizations to stop payroll deductions will be submitted in writing by the employee to the SEA Treasurer.

The Association will receive no less than 10 days written notice (via email) in advance of an orientation for new hires whose positions are within their bargaining unit, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the SOCWA's operations that was not reasonably foreseeable. The Association representative shall have 15 minutes during the orientation, or a longer time if mutually agreed upon, to present information to the new hire(s) related to the Association and MOU. Within 30 days of the date of hire, the SOCWA shall provide the Association with the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email address on file with the SOCWA and the home address of the new hire (personal information may be excluded upon written request of the employee as set forth in Government Code section 6254.3(c). In addition, the SOCWA shall provide the same information for all employees in the bargaining unit to the Association every six months.

H. USE OF AGENCY FACILITIES

SEA may use Agency facilities to hold general membership and Board of Directors meetings with employees. Reasonable release time will be allowed to conduct Association business, subject to approval by the General Manager. Such requests must be made in writing to the Human Resources Department at least 48 hours prior to the date requested. Approval will be granted unless prior Agency use of the facility is scheduled. This permission to use Agency facilities is subject to revocation upon ten (10) days' notice to the SEA.

I. ACCRUAL OF NEW OR EXISTING FACILITIES

In the event any new or existing plant and/or facility is acquired by, or comes under the control or direction of the Agency during the time of this Memorandum of Understanding, the parties agree that the employees of any such plants and/or facilities, occupying positions identical, or substantially similar to, and/or performing job duties identical, and/or substantially similar to classifications contained herein, shall be governed by the provisions of this Agreement to the extent allowed by law. In the event that there is any discrepancy between policies, procedures, or other practices currently governing such employees, the current MOU between SOCWA and SEA and the personnel policies of the Agency would govern.

J. AGENDAS

Agendas of SOCWA Board of Director meetings will be furnished to SEA at no charge.

K. AMERICANS WITH DISABILITIES ACT

The parties recognize that they are subject to the Americans with Disabilities Act (ADA) and Fair Employment and Housing Act ("FEHA"), and that these laws may require, among other things, that the Agency provide reasonable accommodation to employees with disabilities. Accordingly, the Agency is permitted to take all actions necessary to comply with the ADA and FEHA.

SECTION II EMPLOYMENT

A. EMPLOYEE EVALUATION

1. **Original Appointments:** Original appointments shall be subject to a probationary period of between six to twelve months. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that employee is away from work.
2. **Probation Period:** The probationary period shall be regarded as part of the selection process and shall be utilized for close observation and evaluation in order to determine the capability of the probationer to satisfactorily perform the requirements of the position.

After serving the probationary period and receiving a favorable rating from their immediate supervisor and/or Department Director and a favorable recommendation from the General Manager, said employee may thereafter be paid on a monthly basis at the rate fixed no greater than the amount approved by the General Manager and within the range the employee was hired. Passing the

probation period with a satisfactory rating is a requirement for continued employment. Each year thereafter, the employee shall receive a performance rating. Upon recommendation of the General Manager, a new employee may be hired at a higher rate than the minimum salary of the applicable range of the salary schedule.

3. Promotional Appointments: Present employees will be notified of promotional opportunities when a vacancy occurs at any of the SOCWA treatment plants. Employees with the required knowledge, certification, skill, ability, interest and physical fitness will be given an opportunity to apply for such vacancies. Decisions regarding promotional appointments shall be made by a review panel appointed by the General Manager. All promotional appointments are subject to final approval by the General Manager. Promotional appointments shall be subject to at least six (6) and up to nine (9) months probationary period. In the event an employee is off work for any reason for two or more weeks during the probationary period, then the probationary period will be extended by the amount of time that the employee is away from work.

Any employee, who is in a Grade I or II category, may be promoted to a Grade II or III upon:

- 1) Successful completion of the required or voluntary applicable exam; and
 - 2) Two consecutive above-standard performance reviews, one while in possession of the higher certification and recommendation of the employee's supervisor and approval of the General Manager.
4. Rejection during Probationary Period: A probationary employee may be rejected at any time without the right of appeal or hearing during the probationary period. A rejected probationer serving as a result of original appointment shall be dismissed from service. A rejected probationer serving as a result of promotional appointment shall be reinstated to the position or class, or comparable position, from which promoted, unless otherwise dismissed from service as provided in this policy.
 5. Reclassification. When a full-time employee is reclassified and the position he/she occupies is reclassified to a position with a lower salary range, the employee will be designated at the lower salary range unless otherwise recommended by the employee's supervisor and concurred with by the General Manager.
 6. Performance Evaluation: Employees who have passed their probationary period shall have their performance evaluated by their supervisors at least annually from the date of completing probation (anniversary date). Such evaluations may be prepared on such a frequency as is deemed appropriate by the supervisor. The evaluation and appraisal form will be reviewed together by both the employee and his/her supervisor and signed after having been reviewed and approved by the General Manager.

B. WORK DAYS

1. Work day shifts may be changed from time to time, in regard to the respective job functions. The workweek schedule will commence on Sunday and end on Saturday. The designated work schedule will include a one half-hour lunch period for which the employee will be compensated.

SOCWA establishes work schedules and start times to meet the needs of the organization. Normal work weeks consist of either five eight-hour day weeks (5/80), a 36-44 hour pay period (9/80) schedule, or a four ten-hour per day schedule (4-10). Additional work weeks may be considered and approved by the general manager at his or her sole discretion.

Current work schedules available year –around are:

5 days per week, 8 hours per day (5/40)

9 days per pay period (9/80)

4 days per week, 10 hours per day (4/10)

Individual employees are assigned a work schedule by management and may, at the General Manager's sole discretion, determine which type of work week the employee will work (5/40, 9/80 or 4/10).

Employees may request to work flexible starting hours (starting at either 6:00 a.m. or 7:00 a.m.). Management retains the sole right to determine whether or not SOCWA can accommodate the request.

2. The designated work schedule will be established by the appropriate department head, subject to approval by the General Manager. The Agency may change work schedules at any time in its sole discretion.
3. Under normal weather and operating conditions, employees subject to shift changes will be given one hundred forty-four (144) hour advance notice of any changes in their normal work schedule, except in cases of an emergency as determined by the General Manager. At the end of the weather or operating emergency, the employee's shift will revert to what it was prior to the emergency.
4. In cases where the employee could not be given one hundred forty-four (144) hour advance notice of a shift change, the employee will be eligible to receive compensation equal to the rate of one and one-half times the employee's rate of pay for the first day of the altered work schedule.
5. Employees in the Operation, Maintenance or Laboratory Divisions may, at the discretion of the General Manager, be assigned to work at any of the SOCWA treatment plants.
6. Employees are required to be dressed and ready for work at the start of their scheduled work period. Punctuality is expected at all times and a lack of same is grounds for discipline or termination.

7. An employee shall personally notify his/her supervisor within one (1) hour of the start of the employee's assigned shift of the employee's inability to report to work on that shift. Repeated failure to comply with this provision is grounds for disciplinary action.

C. GRIEVANCE PROCEDURE

1. A grievance procedure has been established for the following purposes:
 - a. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; i.e., claims by an employee that the Agency has violated, misinterpreted or misapplied an obligation to the employee as such obligation is expressed and written in this MOU.
 - b. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.
 - c. Encouraging free communication between supervisors and employees.
2. The following steps shall be taken when filing a grievance.
 - a. **Step One:** Employees who have a grievance shall first take it up verbally with their division supervisor within seven (7) calendar days after they knew or reasonably should have known of the occurrence of the cause of the grievance and any action taken. An SEA representative will be permitted at a mutually agreed upon time so as not to negatively impact agency operations, as a neutral observer of the discussion in the event the employee so chooses. Management retains the right to have a representative from Human Resources present at such a grievance meeting.
 - b. **Step Two:** If the grievance is not resolved within seven (7) calendar days after its submission in Step One, employees may submit the grievance in writing to the division supervisor within seven (7) calendar days thereafter. The division supervisor shall meet with the employee within seven (7) calendar days after submission of the grievance and shall deliver his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

At this and subsequent steps in the grievance procedure, employees have the right to present their grievance with or without a representative at their option. Should an employee choose to have representation, they must submit, in writing, their intention to do so with the name and title of their representative to the appropriate division supervisor at the time of the Step Two grievance submission.
 - c. **Step Three:** If the grievance is not resolved within seven (7) calendar days after its submission in Step Two, employees may submit the grievance in writing to the Department Director, within seven (7) calendar days thereafter. The Department Director shall meet with the employee within seven (7) calendar days after submission of the grievance and shall deliver

his/her answer, in writing, to the employee within seven (7) calendar days after such meeting.

- d. **Step Four:** If the grievance is not resolved in the Third Step, the aggrieved employee may submit it in writing to the General Manager within seven (7) calendar days after the Department Director's answer is received. The General Manager shall meet with the employee within seven (7) calendar days after receiving the grievance and shall deliver his/her answer in writing within seven (7) calendar days after such meeting.

After Step One, failure of the aggrieved employee to follow the timeline set forth in the grievance procedure shall be considered a waiver of the employee's right to grieve the matter any further and acceptance of the decision at the prior level. Timelines may be extended by mutual written agreement.

D. DISCIPLINARY ACTIONS

1. Disciplinary actions shall be administered as set forth in the SOCWA Employee Manual, except that a disciplinary suspension of two (2) or more working days, a disciplinary demotion or a disciplinary termination may be appealed by the SEA to final and binding arbitration.
 - a. The appeal to arbitration shall be made in writing to the General Manager.
 - b. Within ten (10) calendar days of the appeal to arbitration, the parties shall either mutually select an impartial arbitrator or jointly make a request to the State Mediation & Conciliation Service to provide a list of seven names to the parties.
 - c. Within Five (5) working days of receipt of the State Mediation & Conciliation Service list, the parties shall select an arbitrator from said list by alternatively striking names until only one name remains. The party starting first shall be determined by a coin flip.
 - d. The cost of the arbitrator shall be shared equally by SOCWA and SEA.
 - e. An employee shall suffer no loss of pay for the time spent as a witness at an arbitration hearing held pursuant to this procedure.
 - f. The decision of the arbitrator shall be in writing and transmitted to the parties within thirty (30) calendar days after the close of the hearing.
 - g. The decision of the arbitrator shall be final and binding.

E. LAYOFF PROCEDURES

Business and operational needs may necessitate a decrease in the number of employees. Layoffs are not used for disciplinary reasons or to discriminate against any protected person or group. Layoffs are to be determined by the General Manager to meet current staffing needs. In determining who is to be affected by a layoff, the General Manager will consider the length of service of each employee and the individual skills and abilities of

each employee. The Agency reserves the right to add, delete or modify individual job responsibilities to maintain maximum operating efficiency.

Should a reduction-in-force be deemed necessary, the Agency will observe the following procedures:

1. Order of Layoff:

- a. Temporary employees.
- b. Probationary employees who have not yet completed their probation, excluding promotional probationary employees who shall be considered full-time employees.
- c. Full-time employees.

In each of the above categories when a reduction in the work force is necessary, the Agency will select employees for layoff based on consideration of all of the following factors:

- 1) Length of continuous service with the Agency (this includes length of time with either AWMA, SERRA, or Moulton Niguel Water District, South Coast Water District or any other predecessor which has operated a current SOCWA facility).
- 2) Past and present performance based on performance evaluations.
- 3) Demonstrated special skills/abilities of the individual employee.
- 4) Inter-agency cross training.
- 5) Education and/or job certification beyond the minimum required.

It is to be noted that when all other factors are equal, length of continuous service will be the determining factor when evaluating persons for layoff.

All SOCWA employees, whether in Operations, Maintenance, Laboratory or other Departments, will be considered for available job openings within respective departments (at all plant facilities), to avoid layoffs.

An employee who holds a higher-level position within a Department (such as Operations, Maintenance or Laboratory) may be placed (bumped) into a lower level position within the same Department for which the employee is qualified in order to avoid a layoff. This may necessitate the layoff of an employee holding a lower level position. For purposes of this section, "qualification" is presumed where the person has held the position previously with the Agency or where the person meets the minimum qualifications for the position. An employee may not have "bumping" rights in the event an entire classification is eliminated unless they have previously held a like position within SOCWA that would qualify them for such position. The Agency's decision to abolish a position is not subject to the employee's right of appeal or grievance.

2. **Y-Rate:** An employee's salary is Y-Rated or frozen when the employee bumps into a lower level position for which the top range of the salary scale is below the employee's salary in his/her previous position. The employee will continue to receive his former salary and will be frozen at this salary level until such time as subsequent general salary increases cause the top range of the salary scale for the lower level position to exceed the employee's salary at the Y-Rate. The employee's salary anniversary date shall not change. If the employee's salary rate in the lower level position is below the top of the range for that position, he/she shall be entitled to be considered for normal salary increases.

3. **Notification to Employees:** Written notices of layoff shall be served to employees personally at work whenever practicable. The notice of layoff shall include the proposed effective date of the layoff. The Agency shall give at least thirty (30) days' notice of layoff to affected employees.

4. **Status on Re-employment:** An employee who is laid off according to this policy and is subsequently re-hired within eighteen (18) months from the date of his/her layoff to a regular, full-time position will receive the following considerations and benefits:
 - a. All unpaid sick leave at the time of the layoff will be credited to the employee's account when employment is restored; and
 - b. All prior service is credited for all purposes.

5. **Recall:** Recall will be in reverse order of layoff, with the recall list being maintained for a period of eighteen (18) months. The employee must qualify for such position being recalled by holding a like position when previously employed with SOCWA.

Laid-off employees are eligible for recall for up to eighteen (18) months.

6. **Separation Pay:** Regular full-time employees whose employment with the Agency terminates due to a reduction-in-force or layoff are eligible to receive separation pay equivalent to two (2) weeks salary providing an employee has completed at least six (6) months to one (1) full year of continuous service to the Agency, with an additional week for every full year of employment thereafter. Receipt of separation pay will not impact a terminated employee's right to apply for unemployment insurance benefits. All employees affected by a layoff are eligible for unemployment and COBRA benefits as provided by law.

Manner in Which Points are Calculated Under SOCWA - SEA Layoff Provision:

1. Length of continuous service with the Agency (this includes length of time with either AWMA, SERRA, Moulton Niguel Water District, South Coast Water District or any other predecessor which has operated a current SOCWA facility). This factor will have a **maximum** weight of 12 points, with each full year of service up to 12 years receiving one point.

2. Past and present performance based on the two most recent performance evaluations. This factor will have a **maximum** weight of 5 points to be determined as outlined below:

For Each Performance Review:

Superior or Outstanding	2.5
Exceeds Expectations or Above Standard	2
Meets Standard or Standard	1
Needs Improvement	0
Unsatisfactory	-.5

This could give a maximum total of 5 points after reviewing the two most recent performance evaluations.

Example:

2 Superior or Outstanding = 5

2 Exceeds Expectations or Above Standard = 4

Above standard or Exceeds Expectations & 1 standard or Meets Standard = 3

2 Standards or 2 Meets Standard = 2

1 Standard or Meets Standard & 1 needs improvement = 1

3. Demonstrated special skills/abilities of the individual employee. This factor will have a **maximum** weight of 5 points to be determined by how many relevant special skills/abilities the employee will bring into the job that are not requirements in the job description. Each additional skill/ability will be counted as one point, up to a **maximum** of 5 total points for this category. Skills/abilities will be determined by the Agency.

The following types of demonstrated skills/abilities are examples of what may be determined to be relevant, depending on the circumstances: Welding skills, truck driving, heavy equipment operator skills, carpentry skills, electrical experience, computer skills, etc. This is not intended to be an exhaustive list.

4. Cross-training: This factor will have a **maximum** weight of 5 points to be determined by the number of different Agency/jobs/departments the employee has been cross-trained in.

Example:

Cross-training at different plant (minimum 1-year at each facility) = 2 points

Cross-training in separate department at same plant (until proficient at task/job) = 1 points

SOCWA cross-training program (minimum 120 hours at different plant) = 1 points

5. Education and/or job certification beyond the minimum required per the job description. This factor will have a **maximum** weight of 5 points and will be determined by giving one point for any certification above the minimum required (i.e., an Operator in a position requiring a Grade II certificate will receive 2 points if he/she has a Grade IV certificate). Additional points may be given in the Agency discretion for (a) any job-related class that has been approved by the Agency and

successfully completed by the employee, or (b) other relevant education deemed beneficial to the long-term interests of the Agency.

SECTION III BENEFITS

A. VACATION

1. Accrual Rates:

For employees hired prior to July 1, 2014, the following applies:

Full-time employees shall accrue the following vacations hours which will be properly credited on a biweekly basis.

- First year through five years of employment - 96 hours per year.
- Sixth year through tenth year of employment - 120 hours per year.
- After ten years of employment - 160 hours per year.

1(b) For employees hired on or after July 1, 2014, the following applies:

- First year through five years of employment - 80 hours per year.
- Sixth year through tenth year of employment - 120 hours per year.
- After ten years of employment - 160 hours per year.

2. Part-time regular employees who work at least 40 hours per pay period shall accrue vacation subject to the schedule set forth in paragraph 1 above, but it shall be prorated on the basis of the number of hours worked.
3. All vacation time must have prior approval. The Director may approve vacation requests up to three (3) days.
4. Vacation requests for over three (3) days must be submitted no less than two weeks prior to the commencement of the requested vacation, except in an emergency situation as determined by the General Manager or his/her designee.
5. No vacation time for over thirty (30) hours shall be taken without prior approval of the General Manager or his/her designee.
6. Vacation duration is limited to no more than 120 hours (3 weeks) without special approval by the General Manager.
7. Vacation requests submitted three (3) months in advance and approved at least four (4) weeks prior to the commencement of the requested vacation, will not be canceled by anyone other than the employee, except in cases of an emergency as determined by the General Manager, his/her designee or the Assistant General Manager/Director of Operations.
8. Any employee separating from employment who has not taken earned vacation shall receive pay for each hour (or part thereof) of earned vacation according to the level of earnings for such employee on the last day worked.

9. Not more than 240 hours may be accrued and carried over from one calendar year to the next calendar year, nor may an employee receive pay in lieu of taking a vacation, without prior approval of the General Manager. Every effort shall be made by the employees to schedule at least one continuous forty (40) hour (one week) vacation during the year.
10. Eligible new hires shall accrue vacation beginning with the date of hire, but may not utilize such during the first six (6) months of their probationary period.
11. Employees may request up to 40 hours pay in lieu of vacation, subject to approval by the General Manager, provided the employee has taken 7 consecutive days off in any combination of holidays, vacation, personal holidays, weekends, scheduled days off, etc., within the last 12 months. This policy may be used up to a maximum of 2 times within twelve consecutive months. After the employee has been paid for the second 40 hours of vacation pay in lieu of vacation he/she will not be granted another 40 hours vacation pay in lieu of vacation until it has been 12 consecutive months from the original and first date of request.

B. HOLIDAYS

1. All full-time employees and those eligible part-time employees shall receive the following paid holidays:

New Year's Day (January 1)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veteran's Day (November 11)
Thanksgiving Day
Thanksgiving Holiday (Friday after Thanksgiving Day)
Christmas Day (December 25)
2. Holiday overtime pay will only be paid for working on the above nine dates, the actual day of the holiday.
3. Whenever a holiday falls on a Saturday not scheduled as a regular workday, the preceding Friday shall be observed as the day off. Whenever a holiday falls on a Sunday not scheduled as a regular workday, the following Monday shall be observed as the day off.
4. When a holiday falls on an employee's regular scheduled day off and the employee would otherwise lose the holiday, the employee will be paid for the amount of a regularly scheduled work day as straight-time pay. If staffing requirements allow, an employee may elect to take a regularly scheduled day off, providing the day off falls within the same pay period as the holiday. Arrangements for such days off must be made with the employee's supervisor.
5. In addition, all full-time employees are eligible to receive three (3) personal days per fiscal year. Personal days must be taken as a full day off. Advanced notification of an employee's use of a personal day is encouraged, but not required.

Personal days accrue on July 1 of each year (2023) and must be taken prior to June 30 of the following year.

A personal day is the equivalent of a full day worked regardless of the number of hours in the employee's shift at the time the personal day is used (8, 9 or 10 hour shift).

6. All Part-time employees are eligible to receive 1 ½ days of Personal Leave per calendar year.

Once an employee has given his/her notice of termination, there will be no further accumulation of floating holidays.

7. An employee must have been paid for the entire amount of regularly scheduled hours the days immediately prior to and following a holiday observed by the Agency in order to be paid holiday pay.
8. All employees eligible to receive paid holidays, and who are regularly scheduled to work an Agency holiday, shall be paid at one and one-half times their normal rate of pay. This is in addition to the holiday pay (or day off in lieu) at eight, nine or ten hour's straight time, depending on the employee's schedule. Employees not scheduled to work but who are called in to work shall receive compensation equal to double their normal rate of pay for the first consecutive nine or ten hours worked (depending on employee's schedule). All consecutive hours worked beyond nine or ten (depending on employee's schedule) on a holiday will be paid at three times the employees' normal rate of pay.
9. Temporary employees shall be entitled to paid holidays only if such a holiday falls on a day such employee would ordinarily be required to work.

C. SICK LEAVE

1. All full-time employees hired prior to July 1, 2014; earn ninety-six (96) hours of sick leave per year. All full-time employees hired on or after July 1, 2014, earn eighty (80) hours of sick leave per year. Employees shall accrue sick leave beginning with the date of hire, on a biweekly basis, but may not utilize such during the first thirty (30) days of employment.
2. Part-time regular employees who work at least forty (40) hours in a pay period shall accrue sick leave subject to Paragraph 1 above, but it shall be prorated on the basis of the number of hours worked per week versus a 40 hour week, and in no case shall it be less than the amount required by applicable law. Other part-time employees shall accrue one (1) hour of sick leave for every thirty (30) hours worked.
3. Not more than forty-eight (48) hours of sick leave per calendar year may be taken in cases where an employee's presence is required elsewhere to attend to the illness of an "immediate family member". An employee's "immediate family" includes a registered domestic partner, spouse, parent, child, brother, sister, grandparent, and a designated person. (A "designated person" means a person identified by the employee at the time the employee requests paid sick days. The

Agency limits an employee to one (1) designated person per twelve (12) month period for paid sick days.) A non-serious illness or disability is defined as one that is not covered under the Family and Medical Leave Act of 1993. Employee leave for the serious health condition of members of their immediate family is governed by the Agency Family Leave policy as detailed in the Employee Manual.

4. The General Manager may require a doctor's certificate if an employee's absence exceeds three (3) consecutive working days. If an employee is absent for five (5) consecutive working days, a doctor's certificate may be mandatory in order to return to work.
5. An employee may carry over a maximum of two hundred forty (240) hours of accumulated sick leave on an annual basis. This annual basis shall end on the last day of the first pay period that ends in December. For all hours in excess of one hundred seventy six (176) hours, employees will be eligible to receive compensation for 75% of those hours at their current rate of pay. Such compensation will be paid at the end of the first pay period that ends in December.
6. When an employee has utilized their total accumulated sick leave, accrued vacation may be taken to the extent available providing the employee receives prior approval (refer to Section III-A, above, regarding submittal of vacation requests). If an employee does not elect to utilize, does not have sufficient accrued vacation time to cover the absence, and/or does not receive prior approval for the use of vacation leave, the employee shall not receive compensation.
7. Accumulated sick leave and/or vacation time may be utilized by an employee during his/her family leave or pregnancy disability leave.
8. Employees, who have given at least two weeks written notice of their intention to leave the employ of the Agency shall be paid 75% of their accumulated sick leave above one hundred seventy six (176) hours on the date of termination.

Employees, who have given at least two weeks written notice of their intention to retire from the Agency, shall be paid for unused sick leave at a rate of 75% upon retirement.

D. HEALTH, DENTAL INSURANCE AND VISION CARE PLAN FOR EMPLOYEES

1. Full-time and part-time employees and their dependents are provided a group dental and vision care plan; the premiums for the vision and dental are paid for by the Agency. Eligibility for dental and vision insurance will begin the first of the month following thirty (30) days of employment.
2. Full-time employees and their dependents are provided with group health insurance coverage under the CalPERS PEMHCA program. The Agency shall revise its current PEMHCA contract with CalPERS through the adoption of a new PEMHCA resolution to provide that the Agency shall pay to CalPERS, on behalf of each employee and retired employee who qualifies for retiree medical benefits, a monthly employer contribution equal to the minimum contribution required under Government Code Section 22892(b)(2) ("PEMHCA Minimum").

The PEMHCA Minimum is established by CalPERS and may change annually. Additional employer contributions shall be provided in accordance with the terms set forth in this Section D and Section E below.

3. Employees of the Agency shall be eligible for a monthly health insurance allowance from the Agency equal to an amount that is 95% of the average of all health plans CalPERS makes available to the Agency, excluding the PERS Platinum Plan, at the appropriate level of coverage selected by the employee (employee, employee + 1, or employee + family). The Health Allowance shall be made available through the Agency's Cafeteria Plan in order to preserve it as a nontaxable benefit and a portion of the Health Allowance will be designated as the PEMHCA Minimum contribution set forth in paragraph #2 above and paid directly to CalPERS. If an employee enrolls in a CalPERS health plan with a monthly premium that exceeds the Health Allowance, the excess cost will be the employee's responsibility. Contributions to be paid for by the employee will be calculated on an annual basis and withheld in equal amounts over the amount of pay periods in the year. Unequal remainder amounts will be included in the final paycheck for the calendar year. Eligibility for health coverage and the Health Allowance will begin the first of the month following thirty (30) days of employment.
4. Regular part-time employees who meet the applicable eligibility requirements established by the Agency insurance partner shall be provided health, dental and vision insurance for themselves and their dependents, upon request.
5. The cost of the premiums for dental and vision insurance for part-time employees will be shared by the Agency and the employee based upon the number of hours the employee normally works in an eighty (80) hour pay period. For example, an employee who normally works sixty (60) hours will pay 25% of the premium, while an employee who normally works forty (40) hours will pay 50% of the premium. Withholdings will be calculated as they are in paragraph #3 above.
6. It is mandatory that each employee notifies the Agency, in writing, whenever any additions or deletions occur in the status of his/her dependents. Failure to do so may result in a lapse of coverage for the additional dependent(s).
7. In lieu of health insurance coverage, eligible employees may elect to receive compensation at a rate of \$300.00 per month in addition to their regular pay. Employees must show current proof of health insurance coverage under another plan outside of the Agency and may be required to periodically show proof upon request. Requests for compensation in lieu of health insurance coverage should be in writing and are subject to review and approval of the General Manager. Compensation will begin on the first of the month following cancellation of coverage from the Agency Health Plan.
8. The post-retirement health insurance plan must be selected from the health care plans provided to other full-time SOCWA employees in accordance with requirements of the PERS Program, which may be revised from time to time.

E. RETIREE HEALTH INSURANCE

1. Pursuant to PEMHCA and relevant CalPERS regulations, a retired employee will qualify for retiree medical benefits if his or her retirement from the Agency is effective within 120 days of his or her separation from employment with the Agency and the retired employee receives a retirement allowance from CalPERS resulting from his or her service with the Agency. Retired employees who satisfy the preceding requirements ("Eligible Retirees") are eligible to continue health coverage with CalPERS for themselves and their eligible dependents. All allowances described in this section shall only be available to Eligible Retirees enrolling in a CalPERS health plan.

2. The retiree health benefits provided by the Agency vary depending upon an Eligible Retiree's date of employment with the Agency. The Agency provides retiree health benefits as follows:

- a) Employees hired before July 1, 2017. Eligible Retirees hired before July 1, 2017 will receive a monthly amount from the Agency not to exceed the Health Allowance made available by the Agency to active employees ("Tier I Allowance"). The Tier I Allowance will be paid as follows:

an amount equal to the PEMHCA Minimum will be paid directly to CalPERS by the Agency; and

a reimbursement by the Agency will be paid to the retiree for the monthly health insurance premiums actually paid by

the retiree, in an amount not to exceed the difference between the Tier I Allowance and the PEMHCA Minimum.

If an Eligible Retiree subject to this Section E.2.a enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier I Allowance, the excess cost will be the Eligible Retiree's responsibility. Conversely, if any Eligible Retirees enrolls in a CalPERS health plan with a monthly premium that is less than the Tier I Allowance, the remainder shall be forfeited.

Eligible Retirees shall be subject to any changes to the health insurance coverage provided by the Agency to the same extent as active employees of the Agency.

- b) Employees hired on or after July 1, 2017.
- Eligible Retirees hired on or after July 1, 2017 will receive a monthly amount from the Agency equal to the PEMHCA Minimum, which the Agency will pay directly to CalPERS ("Tier II Allowance"). If an Eligible Retiree subject to this Section E.2.b enrolls in a CalPERS health plan with a monthly premium that exceeds the Tier II Allowance, the excess cost will be the Eligible Retiree's responsibility.
 - In addition, during employment with the Agency, employees hired on or after July 1, 2017 shall receive an Agency contribution equal to \$200 per month to an individual account under a retiree health

savings plan. This amount may be subject to change at the Agency's discretion but will not be reduced below \$200 during the term of this MOU. The retiree health savings plan is to be used exclusively to reimburse qualifying medical expenses during retirement. The retiree health savings plan will be administered by a third party administrator selected by the Agency.

F. LONG-TERM DISABILITY INSURANCE

Effective thirty days after employment, both short-term and long-term disability insurance coverage is provided for all full-time and part-time employees; the premiums are paid for by the Agency.

G. LIFE INSURANCE

1. Effective thirty days after employment, group life insurance is provided to all full-time and part-time employees in an amount of \$100,000. The premiums for full-time employees are paid for by the Agency. The premiums for part-time employees are shared 50/50 by the Agency and the employee. (The cost of premiums paid by the Agency for life insurance in excess of \$50,000 is considered noncash compensation for tax purposes).
2. It is mandatory that each employee notify the Human Resource Department whenever any additions or deletions occur in the status of his/her dependents, as well as any desired change in beneficiary data.

H. RETIREMENT

1. PERS Retirement Plans
 - a. All regular full and part-time employees' are covered by the Public Employees' Retirement System (PERS). Employees hired prior to February 2011 are on the 2.5% at 55 formula with the employee paying the full employee contribution.
 - b. Employees hired after February 2011 but prior to January 1, 2013, and employees that are hired after January 1, 2013 but qualify as an existing PERS "Classic" employee will be on the 2% at 55 formula with the employee paying the full employee contribution.
 - c. Employees hired after of January 1, 2013 that do not qualify as an existing PERS "Classic" employee are on the 2% at 62 formula with the employee paying the full employee contribution.

I. DEFERRED COMPENSATION PLAN

Regular full and part-time employees are eligible to participate in the Agency deferred compensation plan(s). The primary purpose of the plan(s) is to provide future payments in lieu of deferred current income upon death, disability, retirement, or other termination of employment. The plan(s) are intended to qualify as eligible State Deferred Compensation Plan(s) within the meaning of Section 457 of the Internal Revenue Code of 1954, as amended. Each employee may elect to become a participant of any Plan(s) and defer payment of part of his/her compensation (within the guidelines of Section 457) by executing the required participation agreement.

The Agency will provide a matching contribution for deferred compensation during the term of this MOU up to \$1,100.00 per fiscal year.

J. UNIFORMS AND SAFETY EQUIPMENT

The Agency shall provide, as an employee benefit, all full-time field operational personnel with uniforms to be worn while on duty and the necessary Agency owned safety equipment. The Agency shall reimburse full-time field operational personnel, upon date of hire and annually thereafter, up to a maximum amount of \$400.00 for purchase of steel-toed shoes as required by the Agency's separate Injury and Illness Prevention Safety Program included in the Safety Handbook. Field operational personnel may purchase a second pair of shoes if funds remain from the original allocation and, if needed; the employee shall contribute the additional funds required. Employees will be allowed to use this amount to also purchase other work uniform related items such as belts, boot/shoe inserts, laces, etc. If, in the discretion of an employee's department head, the employees work boots are worn out or damaged due to work-related wear-and-tear, the department head may authorize the reimbursement of a second pair of boots within one year.

Laboratory personnel will be allowed an additional \$75 per year to purchase aqua shoes to be used for beach sampling.

It is the responsibility of the employee to provide an original receipt of charges for payment reimbursement. All employees shall present a clean and neat appearance at all times.

The Agency shall continue to report non-safety uniform expenditures on a per pay period basis, not to exceed \$400.00 annually. The allocation is subject to change based on uniform provider, operational safety and requirements as determined by the department head. The foregoing shall be subject to the provisions and limitations under the Public Employees Retirement Law, including prohibitions on reporting the uniform allowance as pensionable compensation for employees deemed "new members" under the Public Employees Pension Reform Act of 2013. The actual per employee, per pay period amount will be established each fiscal year based on an average monthly rental/cost amount paid in the prior fiscal year.

SECTION IV COMPENSATION

A. EMPLOYEE COMPENSATION

1. All full-time employees shall receive compensation in accordance with the adjusted ranges in the Salary Schedule (as defined herein as Exhibit B attached).
2. Pay days are on a biweekly basis - every other Thursday.

B. BONUS/MERIT POOL

During the term of this agreement a merit pay pool equal to approximately 3.0% of the salaries of all employees covered by this MOU will be established for the purpose of awarding merit/bonus increases. Individual employees may be awarded a salary increase of between zero and five percent (0 – 5%) based on their level of performance. Award of a merit increase is based on a recommendation by the employee's supervisor and department head, and subject to approval of the General Manager.

The total amount of meritorious salary increases shall not exceed the 3.0% merit pay pool in any fiscal year. SOCWA will provide training for supervisors and managers to assure compliance with this section.

In the event an employee covered by this MOU receives a merit increase that is less than the total amount awarded during the review process, due to being topped out in their respective salary range, said employee shall receive the remaining review award in a monetary bonus.

C. SALARY ADJUSTMENTS

All employees shall receive a seven percent (7%) increase, effective July 1, 2023:

D. INCENTIVE PAY

1. For Employees hired prior to July 1, 2017

- a. Full-time continuous employees receiving education certification one step or higher above their existing job classification will be eligible to receive a 2.5% salary increase. Any Grade III employees may receive an additional 2.5% incentive pay if they obtain a certification two-steps above their existing job classification (i.e., Grade III Operator with a Grade V certification), as approved by the General Manager. Employees must first make application to their supervisor to be eligible to participate in the incentive program including employees whose job classification may not have corresponding education certification. All applications are subject to approval of the General Manager.
- b. Employees that hold both a driving and crane certification will be awarded a one-time salary range increase of 2.5%.

2. Employees hired on or after July 1, 2017, will only be eligible for additional pay certification as follows:

- a. Employees will receive a one-time \$800.00 payment on achieving a Grade 2;
- b. Employees will receive a one-time \$800.00 payment upon receiving a Driving and Crane Certification; and
- c. A one-time \$1200.00 payment upon achieving a Grade 3 or higher certification.

E. STANDBY PAY

1. When Field Personnel have been designated to be on standby duty after their normal workday, they shall be compensated at a rate of \$500.00 per week for any employee in Operations or Maintenance that covers SOCWA facilities as assigned in addition to their regular pay.
2. Standby duties require an employee to be available upon forty-five (45) minutes' notice, on a twenty-four hour basis.

3. A mobile phone will be provided for all personnel designated on standby. Employees will be responsible for the mobile phone while in his/her possession and must replace it if lost.
4. When any employee is called back to work without prior notice, and the employee has completed their normal work shift and left the plant, the employee shall receive a minimum of two (2) hours call back pay. The two (2) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half times the employee's regularly hourly rate.

F. COMPENSATORY TIME OFF

Non-exempt employees may accrue up to 45 hours of compensatory time off ("CTO") in lieu of overtime compensation. Employees electing CTO in lieu of overtime compensation must indicate it on their time card. Use of compensatory time off must be pre-approved by the employee's supervisor and cannot be cashed out except upon termination of employment.

Date: _____

Date: _____

 Matt Collings
 Chairperson, Board of Directors
 South Orange County Wastewater
 Authority

 Daniel Grilley, SEA President

 For South Orange County Wastewater
 Authority Employee Association

 Aaron Peardon,
 Senior Labor Representative
 OCEA

EXHIBIT "A"

SOCWA

**SOCWA EMPLOYEE ASSOCIATION
SEA REPRESENTED CLASSIFICATIONS**

Operator III
Operator II
Operator I
Operator in Training

Maintenance Mechanic III
Truck Driver / Maintenance Mechanic II
Maintenance Mechanic II
Maintenance Mechanic I

O & M Inventory / Purchasing Specialist

Sr. Electrician / SCADA Technician
Maintenance Mechanic III w/Co-gen
Electrical / Instrumentation Technician

Laboratory Technician III
Laboratory Technician II
Laboratory Technician I
Laboratory Aide/Sampler
Laboratory Q&A Specialist

Agenda Item

6.F.

Budgeted: Yes
Budget amount: \$320.996
Line Item: PC2, 15 &17 Lines 5019
Meeting Date: June 1, 2023

TO: Board of Directors

FROM: Jim Burror, Acting General Manager/Director of Operations

STAFF CONTACT: Jeanette Cotinola, Procurement/Contracts Manager

SUBJECT: Contract Extension Award to Sweeping Corp. of America for Street Sweeping Services [Project Committee Nos. 2, 15, and 17]

Summary

The two-year street sweeping contract with Sweeping Corp of America (SCA) ends on June 30, 2023. There are up to 3 annual renewals available with the contract. This contract is for street sweeping services.

The SOCWA staff requests the Board approve a 1-year contract extension with SCA for street sweeping services. The proposed fees for the SOCWA facilities are shown in the Table below.

Plant	Previous Fees	Proposed Fees	Increase
JB Latham (PC2)	\$300/twice a month	\$300/twice a month	\$0
Coastal (PC15)	\$237/month	\$264/month	\$26.40/month
Regional (PC17)	\$165/week	\$182/week	\$17.00/week

Discussion/Analysis

Sweeping Corp. of America announced price increases for the rise in diesel prices for sites far from major freeways.

Prior Related Project Committee or Board Action(s)

None

Fiscal Impact

This increase is estimated to result in an additional \$1,200 per year. An increase of 3% or \$560 was anticipated for this contract in the FY 2023-24 Budget. SOCWA staff will monitor the Budget line item and track rain events and plant conditions to reduce the number of street sweeping events to reduce expenditures potentially.

Recommended Action: Staff recommends that the Board of Directors award a 1-year contract amendment to Sweeping Corp of America not to exceed \$19,832.00.

Agenda Item

6.G.

Budgeted: Yes
Budget amount: \$71,004
Line Item: PC 2, 15, & 17 Lines 5025
Legal Counsel Review: No
Meeting Date: June 1, 2023

TO: Board of Directors

FROM: Jim Burror, Acting General Manager/Director of Operations

STAFF CONTACT: Jeanette Cotinola, Procurement/Contracts Manager

SUBJECT: Piggyback Contract Award to Cintas Corporation for Uniform Rental and Laundry Service [Project Committees 2, 15, and 17]

Summary

The current contract for uniform services expires June 30, 2023. This contract provides employee uniform rental and laundry services. These services are critical to providing employees with clean and proper personal protective equipment (PPE) for employees at the treatment plants.

The Board is being requested to approve a three (3) year contract with Cintas Corporation for Uniform Rental and Laundry Services, with up to two (2) annual renewals.

Discussion/Analysis

Staff is utilizing the cooperative organization Omnia to piggyback off a contract for Uniform Rental and Laundry Services that was recently executed. This Omnia contract resulted from a competitive RFP process, and the supporting documents are attached to this Item.

The three (3) Uniform Corporations that responded to the Omnia RFP were the following:

- Cintas Corporation
- Prudential Overall Supply
- UniFirst Corporation

The Cintas Corporation was selected as the best value from the process.

SOCWA's evaluation of the contract prices is summarized below:

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UNIFORMS

Item	Description	Unit Price	Current Price	Savings
275	polo/black	\$0.34	\$0.70	-\$0.36
280	FR JEAN Carhart	\$0.56	\$1.95	-\$1.39
294	FR SHIRT Carhart	\$0.42	\$1.08	-\$0.66
935	comfort shirt	\$0.17	\$0.33	-\$0.16
945	work pant	\$0.19	\$0.60	-\$0.41
677	Jacket	\$0.19	\$1.17	-\$0.98
65858	jck/ black	\$1.44	\$4.64	-\$3.20
66275	polo/black	\$0.39	\$0.53	-\$0.14
370	cargo short	\$0.36	\$0.90	-\$0.54
912	coverall navy	\$0.29	\$0.94	-\$0.65
290	Jean Fr Carpet	\$0.64	\$1.77	-\$1.13
344	Fr Cargo pants	\$0.53	\$0.98	-\$0.45
61356	jacket FR bomber	\$1.09	\$1.92	-\$0.83
		\$6.61	\$17.51	-\$10.90

38% savings

FACILITY ITEMS

Item	Description	Unit Price	Current Price	Savings
10186	4x6 active scraper	\$3.64	\$6.74	-\$3.10
10191	4x6 xytrac mat copper	\$7.65	\$9.45	-\$1.80
1802	3x5 spring step	\$2.63	\$7.99	-\$5.36
1917	3x5 wellness af onyx	\$5.55	\$5.55	\$0.00
1919	2x3 wellness mat onyx	\$4.28	\$4.28	\$0.00
2160	Shop Towel Red	\$0.14	\$0.16	-\$0.02
x2160	Shop twl LR	\$0.98	\$6.80	-\$5.82
2740	Kings Bath Towel	\$0.65	\$0.65	\$0.00
2740	Kings Bath Towel LR	\$9.02	\$9.02	\$0.00
		\$34.54	\$50.64	-\$16.10

68% savings

The estimated cost savings for SOCWA is about \$22,000 per year.

The contract can be canceled with cause with a 30-day request for rectification and without cause with a 90-day notice.

Fiscal Impact

A cost decrease of about \$22,000 was not assumed in the proposed FY 2023-24 Budget. An increase of about \$2,000 was estimated for FY 2023-24 Budget.

Recommended Action: Staff recommends that the Board of Directors authorize the Acting General Manager/Director of Operations to enter into a contract with Cintas utilizing the piggyback contract through Omnia with the proposed pricing for the term of three (3) years with two (2) optional annual renewals.

Attachments/

USFR Compliance Questionnaire for RFP #222886

	<u>YES/NO</u>	<u>COMMENTS</u>
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	See RFP Request list
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	N/A	Electronic System
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	N/A	
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	N/A	
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	N/A	
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	N/A	

	<u>YES/NO</u>	<u>COMMENTS</u>
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the IFB? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	RFP
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	See Evaluation Documentation
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	NO	
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	NO	

	<u>YES/NO</u>	<u>COMMENTS</u>
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	
For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test <u>all</u> such procurements.		
10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	



RENTAL OF UNIFORMS, FLOOR MATS, MOPS, TOWELS & RELATED SERVICES
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: 222886

RFP Issued: November 10, 2021

Pre-Proposal Date: November 18, 2021

Response Due Date: December 15, 2021

Proposals Received: # 3

Awarded to: Cintas Corporation

Contract # 222886-01

The City of Tucson Department of Procurement issued RFP #222886 on November 10, 2021, to establish a national cooperative contract for the Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services.

The solicitation included cooperative purchasing language in Sections A.2. National Contract:

The City of Tucson, as the Principal Procurement Agency, defined in Attachment C, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment C, or as otherwise agreed to. Attachment C contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- OMNIA Partners website
- USA Today, nationwide
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC

- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal, NV
- Kennebec Journal, ME

On December 15, 2021 proposals were received from the following offerors:

- Cintas Corporation
- Prudential Overall Supply
- UniFirst Corporation

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter negotiations with Cintas Corporation and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, OMNIA Partners and Cintas Corporation successfully negotiated a contract, and the City of Tucson executed the agreement with a contract effective date of July 15, 2022.

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the Invitation to Bid.

Diversity Programs: Cintas has a Supplier Diversity Executive Steering Committee. Members are proactive change agents who work to ensure that employee-partners are aligned on the many advantages of giving diverse suppliers equal access to Cintas partnerships. Additionally:

- Cintas is a member of the National Minority Supplier Development County, the Women's Business Enterprise National Council, and the Veteran-Owned Business Association.
- Relevant Diversity Awards:
 - Included in Corporate 101: America's Most Admired Corporations for Supplier Diversity, 2017
 - Recognized as Military Friendly® Supplier Diversity by the National Veteran-Owned Business Association for 2017
 - Ranked among Women's Enterprise magazine's Top 100 Corporations for Women's Business Enterprises for 2018
 - Ranked among Women's Enterprise magazine's Top 100 Leaders in Corporate Supplier Diversity for 2018
 - Included in Diversity Plus magazine's Top 30 Champions of Diversity ranking, 2017
 - Awarded as 2018 corporate buyer of the year from MBN USA

Federal Funds: Supplier provided federal funds certifications which are available on the OMNIA Partners website for review.

Contract Includes: Rental of uniforms, floor mats, mops and towels. Cintas Corporation can help design and deliver a program best suited for you. From the front-line employees to the back of the house, you have access to four levels of apparel to fit your brand, budget, timeline, and business.

Term:

Initial three-year agreement from July 15, 2022 through July 14, 2025 with the option to renew for one additional two-year period through July 14, 2027.

Pricing: Unit pricing sheet available upon request.

Agenda Item

6.J.

Board of Directors Meeting

Meeting Date: June 1, 2023

TO: Board of Directors
FROM: Jim Burror, Acting General Manager/Director of Operations
SUBJECT: Acting General Manager's Status Report

ADMINISTRATION

Member Agency Requests

The General Manager is directed, as of the May 10, 2022, Executive Committee Meeting, to include a summary of Member Agency Requests in the GM Report. The following requests of SOCWA staff have been received and responded to:

- SOCWA staff attended four Weekly Three Agencies Staff meetings with MNWD, SMWD, and SCWD. This included filling requests for information from the agencies on operational information, staffing levels, flows, loads, past reports, budgetary information, and past agreements.
- The three agencies MNWD, SMWD, and SCWD have requested a proposal from SOCWA to understand the costs associated with SOCWA remaining a regulatory-based JPA organization. This included filling requests for information from the agencies on operational information, staffing levels, flows, loads, past reports, budgetary information, and past agreements.
- SOCWA included two facilitated discussions for the entire Board at the May 4, 2023, Board meeting and the May 18, 2023, Budget Workshop. These efforts required SOCWA staff to coordinate with SCWD staff to prepare for these meetings held at the SCWD Tennis Center. This also included working with SCWD staff to set up the needed IT systems for the meetings, collecting information requested by the facilitator and Board, and distributing information to the SOCWA Board members.

ENVIRONMENTAL COMPLIANCE

San Juan Creek Ocean Outfall NPDES Permit

SOCWA staff submitted the request to the San Diego Regional Water Quality Control Board to reopen the San Juan Creek Ocean Outfall NPDES Permit to add SMWD's Ranch Filtration Project.

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OPERATIONS

OPERATION AND MAINTENANCE

Tabware Update

SOCWA O&M staff have fully implemented the scheduling module in Tabware. All maintenance activities are now planned in Tabware, including coordinating efforts requiring staff from different work groups. The projects that require different work groups are known as multi-craft projects. The scheduling of the multi-craft projects follows a detailed process that allows each work group's supervisor to identify the individuals to perform the work, what day the work will be performed, and at what time. The new process minimizes O&M staff from waiting on other crafts to complete their work. This is because individuals electronically notify the next work group when they have completed their work by closing their portion of the workorder.