

# AGENDA

## BOARD OF DIRECTORS MEETING

### DELTA DIABLO

(a California Special District)

2500 Pittsburg-Antioch Highway | Antioch, CA 94509

**(Note: There will be no in-person meeting at the District.)**

WEDNESDAY, SEPTEMBER 14, 2022

4:30 P.M.

**In lieu of a public gathering, the Board of Directors meeting will be accessible via ZOOM to all members of the public as permitted by the Government Code Section 54953(e).**

The Board of Directors Meeting on September 14, 2022 will not be physically open to the public and all Board Members will be teleconferencing into the meeting. Members of the public can observe the meeting by following the steps listed below to view and listen to the Board Meeting.

Persons who wish to address the Board during the Public Comment period or with respect to an item on the Agenda will be limited to two (2) minutes. The Secretary to the Board will call on members of the public at the beginning of the meeting to establish a speaking order. Please indicate whether you wish to speak during the Public Comment period or on a specific Agenda item at that time.

The Board Chair may reduce the amount of time allotted to provide comments at the beginning of each item or public comment period depending on the number of comments and the business of the day. Your patience is appreciated.

Presentations will be made available online at <https://www.deltadiablo.org/board-meetings> approximately one hour prior to the start of the Board meeting.

**How to view, listen to, and provide a Public Comment during the meeting via ZOOM:**

**Using your computer, access the Zoom meeting at: <https://us02web.zoom.us/j/88111470679>**

**How to listen and provide a Public Comment during the meeting via ZOOM:**

§ **Using your telephone, access the Zoom meeting by dialing (669) 900-6833**

§ **Meeting ID: 881 1147 0679**

The District will provide reasonable accommodations for persons with disabilities who plan to participate in Board (or committee) meetings by contacting the Secretary to the Board 24 hours prior to the scheduled meeting at (925) 756-1927. Disclosable public records related to an open session item on a regular meeting agenda and distributed by the District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection on the District website at [www.deltadiablo.org](http://www.deltadiablo.org) and also at the District Administration Building located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509 during normal business hours.

# AGENDA

## BOARD OF DIRECTORS MEETING

### DELTA DIABLO

(a California Special District)

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**(Note: There will be no in-person meeting at the District.)**

WEDNESDAY, SEPTEMBER 14, 2022

4:30 P.M.

#### A. ROLL CALL

#### B. PLEDGE OF ALLEGIANCE

#### C. PUBLIC COMMENTS

#### D. DELIBERATION

**Consider** Adopting Resolution Authorizing the Board of Directors, in All Its Capacities, and Its Subcommittees to Continue Teleconference Meetings under Government Code Section 54953(e), **Make** Related Findings, and **Take** Related Actions (Cecelia Nichols-Fritzler)

#### E. RECOGNITION

- 1) **Adopt** Resolution Commending and Congratulating Matt Gotshall, Computer Analyst, on His Retirement from the District (Jason Piper)
- 2) **Introduction** of Ryan Cambra, Maintenance Mechanic II, to the District (Dean Eckerson)
- 3) **Congratulate** Jason Booe, Maintenance Mechanic I, on His Recent Promotion (Dean Eckerson)
- 4) **Receive** Presentation of Silver Peak Performance Award from National Association of Clean Water Agencies (Joaquin Gonzalez)

#### F. CONSENT CALENDAR

- 1) **Approve** Minutes of the Board of Directors Meeting, July 13, 2022 (Cecelia Nichols-Fritzler)
- 2) **Receive** District Monthly Check Register, June 2022 and July 2022 (Eka Ekanem)
- 3) **Adopt** Resolution Approving Amendments to the Delta Diablo Conflict of Interest Code and Direct Staff to Transmit the Code to the Contra Costa County Clerk of the Board of Supervisors (Cecelia Nichols-Fritzler)
- 4) **Adopt** Resolution Approving Updates to the District's Records Retention Schedule (Cecelia Nichols-Fritzler)

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- 5) **Authorize** General Manager to Execute Amendment No. 1 to General Services Contract in the Amount of \$24,817, for a New Total Contract Amount Not to Exceed \$178,357, McCampbell Analytical, Inc., COVID-19 Testing Services (Niger Edwards)
- 6) **Authorize** General Manager to Execute Amendment No. 3 to General Services Contract in the Amount of \$30,000 for a New Total Contract Amount Not to Exceed \$216,399, Liebert Cassidy Whitmore, Labor Negotiation Services (Brian Thomas)
- 7) **Authorize** General Manager to Execute an Improvement Agreement with Saikap Investments, LLC in Connection with Sewer Service Improvements Saikap Investments, LLC is Constructing for Its Delta Food Truck Commissary-T.I. Project in Bay Point; and **Authorize** General Manager to Accept the Offer of Dedication of Sewer Service Improvements after Verifying Compliance with District Code and Improvement Agreement Requirements Following the One-Year Maintenance Period (Celia Kitchell)
- 8) **Authorize** General Manager to Execute an Improvement Agreement with Alves Lane, L.P. in Connection with Sewer Service Improvements Alves Lane, L.P. is Constructing for Its Alves Lane Apartments Project in Bay Point; and **Authorize** General Manager to Accept the Offer of Dedication of Sewer Service Improvements after Verifying Compliance with District Code and Improvement Agreement Requirements Following the One-Year Maintenance Period (Celia Kitchell)
- 9) **Receive** Fourth Quarter Fiscal Year 2021/2022 District Investment Report (Anika Lyons)

#### **G. DELIBERATION (continued)**

**Accept** Reports on Actuarial Valuation as of June 30, 2022, Other Post-Employment Benefits Fund and Actuarial Report Regarding Financial Impact of Proposed Retiree Medical Benefit Changes Pursuant to Government Code Section 7507 (Brian Thomas)

#### **H. PRESENTATIONS AND REPORTS**

- 1) **Receive** Update on Fiscal Year 2022/2023 Strategic Initiatives to Support District Strategic Plan Implementation (Dean Eckerson)
- 2) **Receive** Report and **Provide** Direction to Staff regarding Potential Utilization of Project Labor Agreements (Brian Thomas)

#### **I. MANAGER'S COMMENTS**

#### **J. DIRECTORS' COMMENTS**

#### **K. CORRESPONDENCE**

**Receive** Monthly Lobbyist Report Dated July 2022 and August 2022, Key Advocates, Inc., Western Recycled Water Coalition (Thanh Vo)

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**L. CLOSED SESSION**

CONFERENCE WITH LABOR NEGOTIATORS (GOV. CODE, SECTION 54957.6)

Agency Negotiators: Vince De Lange, Michael Jarvis

Employee Organizations: Operations and Maintenance Unit, Public Employees Union, Local One; Professional & Technical Unit, Public Employees Union, Local One; Management Association

Unrepresented Employees: All unrepresented employees

**M. ADJOURNMENT**

The next Board of Directors meeting will be held on October 12, 2022 at 4:30 p.m.

The District will provide reasonable accommodations for persons with disabilities who plan to participate in Board (or committee) meetings by contacting the Secretary to the Board 24 hours prior to the scheduled meeting at (925) 756-1927. Disclosable public records related to an open session item on a regular meeting agenda and distributed by the District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspection on the District website at [www.deltadiablo.org](http://www.deltadiablo.org) and also at the District Administration Building located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509 during normal business hours.

September 14, 2022

CONSIDER ADOPTING RESOLUTION AUTHORIZING THE BOARD OF DIRECTORS, IN ALL ITS CAPACITIES, AND ITS SUBCOMMITTEES TO CONTINUE TELECONFERENCE MEETINGS UNDER GOVERNMENT CODE SECTION 54953(e), MAKE RELATED FINDINGS, AND TAKE RELATED ACTIONS

**Recommendations**

1. Find that the following circumstances exist: (a) the Statewide state of emergency and the Countywide local emergency continue to directly impact the ability of the Board of Directors, in all its capacities, and its subcommittees and advisory bodies, to meet safely in person because the COVID-19 case rate in Contra Costa County remains high and (b) the County Health Officer's recommendations for safely holding public meetings, which recommend virtual meetings and other measures to promote social distancing, are still in effect.
2. Authorize the Board of Directors, in all its capacities, and its Subcommittees, to conduct teleconference meetings under Government Code Section 54953(e).
3. Determine that these bodies will hold virtual meetings for the next 30 days.
4. Direct the General Manager to return to the Board, acting in all its capacities, with an item to reconsider the state of emergency and whether to continue meeting virtually under the provisions of Government Code Section 54953(e) and to make required findings as to all bodies covered by this Board order.

**Background Information**

Since the introduction of Assembly Bill 361 (AB 361), Government Code Section 54953(e), the Board has approved Resolution Nos. 15/2021, 19/2021 and 05/2022, 08/2022, and 09/2022, which authorized the Board, in all its capacities, and subcommittees, to conduct teleconferencing meetings under Government Code Section 54953(e). In addition, the Board also authorized the continuance of teleconference meetings at its December 8, 2021, February 9, 2022, April 20, 2022, May 11, 2022, and July 13, 2022 meetings.

Government Code Section 54953(e), added to the Brown Act by AB 361, allows a local agency to use special teleconferencing rules during a declared state of emergency. When a legislative body uses the emergency teleconferencing provisions under Government Code Section 54953(e), the following rules apply:

- § The agency must provide notice of the meeting and post an agenda as required by the Brown Act and Better Government Ordinance, but the agenda does not need to list each teleconference location or be physically posted at each teleconference location.
- § The agenda must state how members of the public can access the meeting and provide public comment.
- § The agenda must include an option for all persons to attend via a call-in or internet-based service option.
- § The body must conduct the meeting in a manner that protects the constitutional and statutory rights of the public.
- § If there is a disruption in the public broadcast of the meeting, or of the public's ability to comment virtually for reasons within the body's control, the legislative body must stop the meeting and take no further action on agenda items until public access and/or ability to comment is restored.

- § Local agencies may not require public comments to be submitted in advance of the meeting and must allow virtual comments to be submitted in real time.
- § The body must allow a reasonable amount of time per agenda item to permit members of the public to comment, including time to register or otherwise be recognized for the purposes of comment.
- § If the body provides a timed period for all public comment on an item, it may not close that period before the time has elapsed.
- § AB 361 sunsets on January 1, 2024.

**Analysis**

Under Government Code Section 54953(e), if the local agency wishes to continue using these special teleconferencing rules after adopting an initial resolution, the legislative body must reconsider the circumstances of the state of emergency every 30 days and make certain findings. The agency must find that the state declared emergency continues to exist and either that it continues to directly impact the ability of officials and members of the public to meet safely in person, or that state or local officials continue to impose or recommend measures to promote social distancing.

The Board last considered these matters on July 13, 2022 and made the required findings and continued use of special teleconferencing rules. The Board can again make these findings. The statewide state of emergency continues to exist, and the state and the countywide local emergencies continue to directly impact the ability of the Board of Directors, in all its capacities, and its subcommittees to meet safely in person. As of September 1, 2022, the COVID-19 case rate, test positivity, hospitalizations, and wastewater surveillance data are decreasing or stable, but still remain high at this time. In addition to this, the predominant COVID-19 variant continues to be the Omicron variant and its subvariants, which have shown to dramatically increase COVID-19 transmission.


If the Board wishes to continue teleconferencing under Section 54953(e), at its next meeting, the Board must reconsider the circumstances of the state of emergency and find that one or both of the following circumstances exists: a) the state declared emergency continues to directly impact the ability of members to safely meet in person, or b) state or local officials continue to impose or recommend measures to promote social distancing. If the state declared emergency no longer exists, or if the Board does not make these findings by majority vote, then it and its subcommittees will no longer be exempt from the Brown Act’s non-emergency teleconferencing rules.

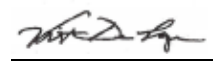
**Financial Impact**

None.

**Attachment**

Draft Resolution Authorizing Teleconference Meetings

Prepared by:   
Cecelia Nichols-Fritzler  
Office Manager/Secretary to the Board

Reviewed by:   
Vince De Lange  
General Manager

cc: District File No. BRD.01-ACTS



**BEFORE THE BOARD OF DIRECTORS  
OF DELTA DIABLO**

**Re: Authorizing Teleconference Meetings )  
Under Government Code Section ) **RESOLUTION NO. 18/2022**  
54953(e), Assembly Bill 361 )**

THE BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed the existence of a state of emergency in California under the California Emergency Services Act, Gov. Code § 8550 et seq.; and

WHEREAS, on March 10, 2020, Contra Costa County proclaimed the existence of a local emergency throughout the county due to conditions of disaster or extreme peril to the safety of persons and property had arisen due to COVID-19; and

WHEREAS, on March 17 and 21, 2020, Governor Newsom issued Executive Orders N-29-20 and N-35-20, which suspended the teleconferencing rules set forth in the California Open Meeting law, Government Code Section 54950 et seq. (the Brown Act), provided certain requirements were met and followed; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which clarified the suspension of the teleconferencing rules set forth in the Brown Act and further provided that those provisions would remain suspended through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed Assembly Bill 361, which provides that under Government Code Section 54953(e), a legislative body subject to the Brown Act may continue to meet using teleconferencing without complying with the non-emergency teleconferencing rules in Government Code Section 54953(b)(3) if a state declared state of emergency exists and either state or local officials have imposed or recommended measures to promote social distancing or meeting in person would present imminent risks to health and safety of meeting attendees; and

WHEREAS, on September 20, 2021, Governor Newsom issued Executive Order N-15-21, which suspended the provisions of Assembly Bill 361 until October 1, 2021; and

WHEREAS, on June 14, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings that include recommended measures to promote social distancing; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Delta Diablo Board of Directors, acting in all its capacities, intends to invoke the provisions of Government Code Section 54953(e), added by Assembly Bill 361, related to teleconferencing.

WHEREAS, among the Health Officer's recommendations: (1) Online meetings (i.e., teleconferencing meetings) are recommended as these meetings present the lowest risk of transmission of SARS CoV-2, the virus that causes COVID-19. This is particularly important in

light of the current community prevalence rate as of as of June 14, 2022 the COVID-19 case rate, test positivity, COVID-19 hospitalizations, and COVID-19 wastewater surveillance data are increasing in Contra Costa County at this time. In addition to this, the Omicron variant and its subvariants are the predominant variants in the county. These variants have been shown to dramatically increase COVID-19 transmission; (2) If a local agency determines to hold in-person meetings, offering the public the opportunity to attend via a call-in option or an internet-based service option is recommended, when possible, to give those at higher risk of and/or higher concern about COVID-19 an alternative to participating in person; (3) A written safety protocol should be developed and followed. It is recommended that the protocol require social distancing (i.e., six feet of separation between attendees) and face masking of all attendees; (4) Seating arrangements should allow for staff and members of the public to easily maintain at least six-foot distance from one another at all practicable times; (5) Consider holding public meetings outdoors. Increasing scientific consensus is that outdoor airflow reduces the risk of COVID-19 transmission compared to indoor spaces. Hosting events outdoors also may make it easier to space staff and members of the public at least six feet apart; (6) Current evidence is unclear as to the added benefit of temperature checks in addition to symptom checks. We encourage focus on symptom checks as they may screen out individuals with other COVID-19 symptoms besides fever and help reinforce the message to not go out in public if you are not feeling well; and (7) Consider a voluntary attendance sheet with names and contact information to assist in contact tracing of any cases linked to a public meeting.

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the Board of Directors, acting in all its capacities, intends to invoke the provisions of Government Code Section 54953(e), added by Assembly Bill 361, related to teleconferencing.

NOW, THEREFORE, the Board of Directors of Delta Diablo DOES HEREBY RESOLVE AND ORDER:

1. The state of emergency proclaimed by Governor Newsom on March 4, 2020 remains in place.
2. The Contra Costa County Health Officer has recommended that public meetings be held by teleconferencing as those meetings present the lowest risk of transmission of SARS-CoV-2, the virus that causes COVID-19.
3. In-person meetings of the Board of Directors would present imminent risks to the health or safety of the public, staff and officials attending meetings, in light of the high case rate of COVID-19 infections in Contra Costa County.
4. As authorized by Assembly Bill 361, effective immediately and for the next 30 days the Board of Directors, acting in all its capacities and its subcommittees will use teleconferencing for meetings in accordance with the provisions of Government Code Section 54953(e).
5. The Secretary to the Board and General Manager are authorized and directed to take all actions necessary to implement the intent and purpose of this resolution, including conducting open and public meetings in accordance with Government Code Section 54953(e) and all other applicable provisions of the Brown Act.
6. The Secretary to the Board and General Manager are directed to return to the Board



**ITEM D**  
Attachment

acting in all its capacities, at its next meeting if this resolution is adopted, with an item to reconsider the state of emergency and whether to continue meeting virtually under the provisions of Government Code Section 54953(e) and to make required findings as to all bodies covered by this resolution.

PASSED AND ADOPTED on September 14, 2022, by the following vote:

AYES:  
NOES:

ABSENT:  
ABSTAIN:

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on September 14, 2022.

ATTEST: Federal Glover  
Board Secretary

By: \_\_\_\_\_

DRAFT

September 14, 2022

ADOPT RESOLUTION COMMENDING AND CONGRATULATING MATT GOTSHALL,  
COMPUTER ANALYST, ON HIS RETIREMENT FROM THE DISTRICT

**Recommendation**

Adopt Resolution commending and congratulating Mr. Matt Gotshall, Computer Analyst, on his retirement from the District.

**Background Information**

Mr. Gotshall began his career with the District as a Computer Analyst on March 9, 1998. On August 19, 2022, he retired following 24 years of service at the District.

**Analysis**

During his career at the District, Mr. Gotshall provided high-level expertise, a problem-solving approach, and responsive service to effectively support information technology (IT) needs at the District, while adapting to dynamic changes in IT hardware and software applications. His work included installation and maintenance of critical IT infrastructure components that support a broad range of operations, maintenance, and day-to-day business-related activities. Most recently, Mr. Gotshall provided valuable insight and knowledge transfer during a significant staffing transition in the IT Division. In support of teambuilding and camaraderie in the workplace, Mr. Gotshall was actively involved in planning and organization of various District events, including the Annual St. Patrick's Day Chili Cookoff. The District wishes Mr. Gotshall the best in his future endeavors and activities in retirement.

**Financial Impact**

None.

**Attachment**

Resolution Commending and Congratulating Matt Gotshall, Computer Analyst, on His Retirement from the District

Reviewed by: 

Brian Thomas

Acting Business Services Director

cc: Mr. Matt Gotshall  
District File BRD.01-ACTS



**BEFORE THE BOARD OF DIRECTORS  
OF DELTA DIABLO**

**Re: Commending and Congratulating )  
Matt Gotshall, Computer Analyst, )  
On His Retirement from the District )**

**RESOLUTION NO. 19/2022**

THE BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, Mr. Matt Gotshall was hired by the District as a Computer Analyst on March 9, 1998; and

WHEREAS, he served as a Computer Analyst until his retirement on August 19, 2022, following over 24 years of service at the District; and

WHEREAS, he provided high-level expertise, a problem-solving approach, and responsive service to effectively support information technology (IT) needs at the District, while adapting to dynamic changes in IT hardware and software applications; and

WHEREAS, he installed and maintained critical IT infrastructure components that supported a broad range of District operations, maintenance, and day-to-day business-related activities; and

WHEREAS, he provided valuable insight and knowledge transfer during a significant staffing transition in the IT Division; and

WHEREAS, he supported teambuilding and camaraderie in the workplace through actively planning and organizing various District events; and

WHEREAS, Mr. Gotshall was a highly-respected team member, who made significant contributions to District IT initiatives and services and will be greatly missed at the District.

NOW, THEREFORE, the Board of Directors of Delta Diablo DOES HEREBY RESOLVE AND ORDER:

**Mr. Matt Gotshall is hereby commended and thanked for 24 years of outstanding service and dedication to the District. The Board of Directors and staff wish him well in all his future endeavors.**

PASSED AND ADOPTED on September 14, 2022, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on September 14, 2022.

ATTEST: Federal Glover  
Board Secretary

By: \_\_\_\_\_

September 14, 2022

INTRODUCTION OF RYAN CAMBRA, MAINTENANCE MECHANIC II, TO THE DISTRICT

**Recommendations**

Welcome Mr. Ryan Cambra, Maintenance Mechanic II, to the District.

**Background Information**

Following a comprehensive and competitive recruitment and selection process to fill a vacant Maintenance Mechanic II position, Mr. Cambra was selected as the most qualified candidate and began employment with the District on August 15, 2022.

**Analysis**

Prior to joining the District, Mr. Cambra was employed at USS-POSCO for seven years, which included four years as a Maintenance Mechanic and three years as a Mechanical Planner. In addition, he previously worked as a Floor Supervisor and Fabricator and welder with multiple welding certifications. Mr. Cambra possesses a variety of maintenance and technical skills that will support the District's core mission of protecting public health and the environment, and the Environmental Stewardship and Infrastructure Investment goals in the District's Strategic Plan.

**Financial Impact**

Sufficient funding for the Maintenance Mechanic II position is included in the adopted Fiscal Year 2022/2023 Budget.

**Attachments**

None

Prepared by:



Dean Eckerson  
Resource Recovery Services Director

cc: District File No. BRD.01-ACTS



September 14, 2022

CONGRATULATE JASON BOOE, MAINTENANCE MECHANIC I, ON HIS RECENT PROMOTION

**Recommendation**

Congratulate Mr. Jason Booe on his recent promotion at the District.

**Background Information**

In recognition of a significant career advancement, the District would like to recognize Mr. Booe, who recently earned a job promotion because of his commitment to professional development through training, certification, and experience. This achievement directly supports implementation of the District's Strategic Plan, Strategy No. 2, "Promote employee professional development and training to ensure readiness and adaptability to meet future workforce challenges and needs" under the Workforce Development goal area, which also includes the key objective "Encourage staff to acquire certifications, licenses, and training, and demonstrate personal commitment to professional development through use of tuition reimbursement programs, and participation in management/supervisory training and/or industry association training, seminars/webinars, and conferences."

**Analysis**

The District would like to recognize and congratulate Mr. Booe on his promotional achievement and filling this critical role at the District, effective September 5, 2022. Mr. Booe achieved this promotion by completing the Maintenance Mechanic Training Career Plan and qualification interview, and demonstrating proficient knowledge of the District's Maintenance Mechanic I qualifications. In his five years with the District, Jason has shown his dedication and commitment to the District's success and obtained California Water Environment Association Mechanical Technologist Grade I and Collections Systems Grade I certifications. During his time with the District, Mr. Booe has been a valuable member of the Maintenance Division.

**Financial Impact**

Sufficient funding is available for this position in the adopted Fiscal Year 2022/2023 Budget.

**Attachments**

None.

Prepared by:



\_\_\_\_\_  
Dean Eckerson  
Resource Recovery Services Director

cc: District File BRD.01-ACTS



September 14, 2022

RECEIVE PRESENTATION OF SILVER PEAK PERFORMANCE AWARD FROM  
NATIONAL ASSOCIATION OF CLEAN WATER AGENCIES

**Recommendation**

Receive National Association of Clean Water Agencies (NACWA) Silver Peak Performance Award for regulatory compliance achievement.

**Background Information**

The District was recently awarded the NACWA Silver Peak Performance Award, which recognizes agencies for outstanding National Pollutant Discharge Elimination System (NPDES) permit compliance in 2021. The Silver Award recognizes agencies that achieve NPDES permit effluent discharge compliance with no more than five violations in a calendar year.

**Analysis**

NACWA proudly recognized the District as a Silver Peak Performance Award honoree during its 2022 Utility Leadership Virtual Event. Achieving this prestigious, national honor distinguishes the District as an agency with a strong commitment to meeting regulatory compliance requirements.

The Silver Peak Performance Award offers national recognition for the challenging work and commitment to excellence that staff puts forth daily on behalf of the environment and the community. This is the eighteenth consecutive year in which NACWA has recognized the District with a Peak Performance Award, which acknowledges the high degree of regulatory compliance focus and industry leadership demonstrated by staff. The District has been able to deliver consistent and reliable clean water services despite the COVID-19 pandemic challenges faced over the last three years.

**Financial Impact**

None.

**Attachments**

NACWA Peak Performance Silver Award

Prepared by:



Dean Eckerson  
Resource Recovery Services Director

cc: District File No. BRD.01-ACTS



*Silver* AWARD



The National Association of Clean Water Agencies is pleased to recognize

**Delta Diablo, CA**  
***Delta Diablo Wastewater Treatment Facility***

in recognition of its complete and consistent permit compliance during the calendar year

**2021**

A handwritten signature in black ink that reads "Adam Krantz". The signature is written in a cursive style and is positioned above a thin horizontal line.

NACWA Chief Executive Officer



September 14, 2022

APPROVE MINUTES OF THE BOARD OF DIRECTORS MEETING, JULY 13, 2022

**Recommendation**

Approve Minutes of the Board of Directors Meeting held on July 13, 2022.

DRAFT  
Board of Directors Meeting Minutes  
DELTA DIABLO  
July 13, 2022

The meeting was called to order by Chair Wilson at 4:34 p.m., on Wednesday, July 13, 2022, via Zoom. Present were Vice Chair Juan Banales, and Director Federal Glover, who arrived at 5:18 p.m. Also present were Mary Ann Mason, District Counsel; Vince De Lange, General Manager; Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board; Brian Thomas, Acting Business Services Director; Dean Eckerson, Resource Recovery Services Director; Thanh Vo, Acting Engineering Services Director; Samuel Gonzalez, WWTP Operator I; and Jason Piper, Information Technology Manager.

Chair Wilson read the following statement: “In lieu of a public gathering, the Board of Directors meeting will be accessible via ZOOM to all members of the public as permitted by the Government Code Section 54953(e).”

Ms. Nichols-Fritzler read a statement regarding the process for receiving public comments and the availability of presentations on the District’s website and at the District’s Administration Building.

**RECOGNITION**

Introduction of Samuel Gonzalez, WWTP Operator I, to the District

Mr. Eckerson introduced Mr. Gonzalez, who began his employment with the District on July 11, 2022 as a WWTP Operator I. Prior to joining the District, Mr. Gonzalez was employed as an Operations Maintenance Assistant for the Sonoma County Water Agency. In addition, he has obtained Wastewater Operator Grade I certification and completed vocational training in Water & Wastewater Technology at Solano Community College. He will support the District’s core mission of protecting public health and the environment, and the Environmental Stewardship goal in the District’s Strategic Plan. The Board welcomed Mr. Gonzalez.

Introduction of Jason Piper, Information Technology Manager, to the District

Mr. Thomas introduced Mr. Piper, who began his employment with the District on July 11, 2022 as the Information Technology Manager. Prior to joining the District, Mr. Piper served as the Information Technology Manager for the Contra Costa County Superior Court. He earned a Bachelor of Science degree in Technical Management from DeVry University in Fresno and two Associate in Applied Science degrees in Computer Information Technology and Networking Technology from Heald College. Mr. Piper will support the Organizational Change goal as part of the District’s Strategic Plan. The Board welcomed Mr. Piper to the District.





## CONSENT CALENDAR

Vice Chair Banales moved approval of Consent Calendar, seconded by Chair Wilson, and by roll call vote (Ayes: *Banales and Wilson*, Noes: *None*; Absent: *Glover*, Abstain: *None*); the following Consent items were approved: Approve Minutes of the Special Meeting of the Board of Directors, June 22, 2022; Receive District Monthly Check Register, May 2022; Make Findings and Approve Continuing Teleconference Meetings (AB 361), Government Code Section 54953(e); Authorize General Manager to Execute Amendment No. 3 to General Services Contract in the Amount of \$23,625, for a New Total Contract Amount Not to Exceed \$123,300, Boucher Law, Recruitment Services; Authorize General Manager to Execute Amendment No. 2 to Consulting Services Contract in the Amount of \$232,107, for a New Total Contract Amount Not to Exceed \$466,315, Kennedy Jenks Consultants, Engineering Services, Manhole, Gravity Interceptor, and Easement Roadway Improvements, Project No. 21114; Authorize General Manager to Execute Amendment No. 2 to Consulting Services Contract in the Amount of \$90,000, For a New Total Contract Amount Not to Exceed \$291,798, Kennedy Jenks Consultants, Engineering Services, Asset Management Program Development, Project No. 19109; Approve Updated Strategic Communications Plan; and Authorize Amendment to Purchase Order in the Amount of \$18,000, for a New Total Amount Not to Exceed \$731,560, Synagro West, LLC, Biosolids Handling Services, for Fiscal Year 2021/2022.

## DELIBERATION

Adopt Resolution Approving Salary Schedules Incorporating 2022 Annual Cost-of-Living Adjustments and Adopt Resolution Approving Tier II Applicable Percentage as Provided for in District Bargaining Unit Memoranda of Understanding, Bargaining Unit Side Letter Agreements and Unrepresented Employees' Employment Agreements

Mr. Thomas provided a presentation on the FY22/23 Cost-of-Living Adjustment (COLA) and Tier II Applicable Percentage Increase. He noted that the three MOUs and unrepresented management Employee Agreements provide for an annual COLA with a floor of 2.0% and a ceiling of 5.0% and that it is based on the Bay Area's April to April Consumer Price Index, which was 6.5%. The COLA of 5% represents an annual labor cost of \$525,000, which was included and adopted in the FY22/23 Budget. He also reviewed the FY22/23 CalPERS contributions and noted the number of employees in each Tier of CalPERS. In addition, he reviewed the FY22/23 Applicable Percentage as designated by the Side Letter Agreements with the Bargaining Units, noting that FY22/23 Applicable Percentage is 1.400%, which is an increase of 0.03% from last year and represents a \$708 increase in annual labor costs. In closing, Mr. Thomas reviewed the recommend actions for Board consideration.

The Board thanked Mr. Thomas for the presentation. Vice Chair Banales moved approval, seconded by Chair Wilson and by roll call vote (Ayes: *Banales and Wilson*, Noes: *None*; Absent: *Glover*, Abstain: *None*); the Board adopted the Resolution Approving Tier II Applicable Percentage as Provided for in District Bargaining Unit Memoranda of Understanding, Bargaining Unit Side Letter Agreements and Unrepresented Employees' Employment Agreements.

Chair Wilson moved agenda Item G (Presentations and Reports) to take place after Item F/1 (Deliberation).

## PRESENTATIONS AND REPORTS

Receive Update on Fiscal Year 2021/2022 Strategic Initiatives to Support District Strategic Plan Implementation and District Annual Performance Report



Mr. Eckerson provided an update on the Fiscal Year 2021/2022 Strategic Initiatives, noting that staff has made good progress 7 of the 10 initiatives presented to the Board in September 2021. Mr. Eckerson reviewed each initiative under the six Goal Areas identified in the Strategic plan, highlighting progress made to date and the associated organizational benefit/impact. In addition, Mr. Eckerson reviewed the new FY21/22 Annual District Performance Report, which highlights key resource recovery attributes, regulatory compliance outcomes, infrastructure investments, workforce development activities, fiscal responsibility achievements, strategic planning considerations, activities supporting organizational excellence, and industry recognition awards received. Mr. Eckerson closed by reviewing next steps, noting staff will present proposed FY22/23 Strategic Initiatives at the September 2022 Board meeting.

The Board thanked Mr. Eckerson for the thorough presentation. Vice Chair Banales thanked staff for the regular cadence of strategic plan references, stating that it is great to see the organization's progress, planning, and execution of the Strategic Initiatives.

Upon completion of Mr. Eckerson's presentation, District Counsel recommended the Board hear Item F/2, Adopt Resolution Declaring That, as of June 27, 2022, Public Interest and Necessity Demanded Immediate Expenditure of Public Money to Safeguard Life, Health, and Property Without Submitting the Expenditure to Bid, Pursuant to Public Contract Code Section 20783; Ratify General Manager's Negotiation and Execution of Materials Procurement, Construction, and Other Related Services Contracts in a Total Combined Amount Not to Exceed \$150,000; Ratify General Manager's Establishment of a New Fiscal Year 2022/2023 Project in the Wastewater Capital Asset Replacement Fund, and the Transfer of Monies to this Project from Wastewater Capital Asset Replacement Fund Reserves in the Amount of \$300,000, for a Total Project Budget of \$300,000; and Take Related Actions Under the California Environmental Quality Act, Willow Pass Interceptor Repair, Project No. 23118.

DELIBERATION (continued)

Adopt Resolution Declaring That, as of June 27, 2022, Public Interest and Necessity Demanded Immediate Expenditure of Public Money to Safeguard Life, Health, and Property Without Submitting the Expenditure to Bid, Pursuant to Public Contract Code Section 20783; Ratify General Manager's Negotiation and Execution of Materials Procurement, Construction, and Other Related Services Contracts in a Total Combined Amount Not to Exceed \$150,000; Ratify General Manager's Establishment of a New Fiscal Year 2022/2023 Project in the Wastewater Capital Asset Replacement Fund, and the Transfer of Monies to this Project from Wastewater Capital Asset Replacement Fund Reserves in the Amount of \$300,000, for a Total Project Budget of \$300,000; and Take Related Actions Under the California Environmental Quality Act, Willow Pass Interceptor Repair, Project No. 23118

Mr. Vo provided a presentation on the Willow Pass Interceptor Emergency Repair Project. He reviewed the site location, noting that following the emergency repair events in January and March 2022, staff conducted rigorous review of available pipe inspection and condition assessment information, which identified an additional location in June 2022 requiring emergency repair to address a major pipe defect (i.e., one hole, ~1 foot in diameter) in the 30-inch Willow Pass Interceptor. In addition, he noted that the defect has not resulted in a sanitary sewer overflow (SSO) but poses significant risk of expanding and potentially creating a sinkhole in the roadway (Port Chicago Highway) and/or causing pipeline collapse. Following the assessment, immediate actions by staff to address pipe defect included conducting closed-circuit



television (CCTV) re-inspection to confirm current internal condition; directing a contractor to begin procuring materials, repairs; contractor to commence field repair work by mid-July 2022 (under GM authorization, subject to Board ratification and emergency declaration); and monitoring the site location until completion of point repair. Mr. Vo reviewed additional non-emergency repair work, which includes rehabilitation of an extended length of the Willow Pass Interceptor (~1,000 to 4,000 feet), which will be completed as part of a separate, non-emergency repair project. Mr. Vo noted staff is requesting that the Board authorize creation of a new project (Willow Pass Interceptor Repair) to facilitate initiation of design work and development of a prioritized repair plan and authorization to transfer \$300,000 from WW Capital Asset Replacement Fund reserves to fund \$150,000 in emergency repair costs and \$150,000 for initiating design work for non-emergency repair of additional segments along the Willow Pass Interceptor. He stated that staff will return to the Board in the future for additional budget authorization for detailed design (fall 2022) and the construction services contract (spring 2023) award. Mr. Vo concluded his presentation with recommended actions for the Board to consider.

Director Glover asked Mr. Vo to restate the site location, failure conditions, and use of available funding in the WW CAR fund. The Board thanked Mr. Vo for the presentation.

Director Glover moved adoption of the Resolution Declaring That, as of June 27, 2022, Public Interest and Necessity Demanded Immediate Expenditure of Public Money to Safeguard Life, Health, and Property Without Submitting the Expenditure to Bid, Pursuant to Public Contract Code Section 20783, seconded by Vice Chair Banales and by a roll call vote (Ayes: *Banales, Glover, and Wilson*, Noes: *None*; Abstain: *None*), the Resolution was approved.

#### MANAGER'S COMMENTS

None.

#### DIRECTORS' COMMENTS

Chair Wilson asked Mr. De Lange to include an agenda item regarding Project Labor Agreements for consideration by the Board.

#### CORRESPONDENCE

Receive Monthly Lobbyist Report Dated June 2022, Key Advocates, Inc., Western Recycled Water Coalition

The Board received and filed the report.

#### CLOSED SESSION

CONFERENCE WITH LABOR NEGOTIATORS (GOV. CODE, SECTION 54957.6)

Agency Negotiators: Vince De Lange, Michael Jarvis

Employee Organizations: Operations and Maintenance Unit, Public Employees Union, Local One; Professional & Technical Unit, Public Employees Union, Local One; Management Association

Unrepresented Employees: All unrepresented employees

Before adjourning to Closed Session, the Secretary to the Board asked if there were any public comments on the Closed Session item. At 5:32 p.m., Chair Wilson convened to Board of



Directors meeting to Closed Session. Chair Wilson reconvened the Board of Directors Meeting at 6:16 p.m. and stated there was nothing to report from Closed Session.

ADJOURNMENT

Chair Wilson adjourned the meeting at 6:17 p.m. and noted the next Board of Directors meeting is scheduled for September 14, 2022 at 4:30 p.m.

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Federal Glover  
Board Secretary

(Recording Secretary:  
Cecelia Nichols-Fritzler)

cc: District File No. BRD.01-MINS

DRAFT



September 14, 2022

RECEIVE DISTRICT MONTHLY CHECK REGISTER, JUNE AND JULY 2022

**Recommendation**

Receive District Monthly Check Register for the months ending June 30, 2022 and July 31, 2022, respectively.

**Background Information**

The Check Register for the months of June and July 2022 are attached. The reports reflect payments to the District's suppliers, consultants, service providers, and contractors. A total of \$1,600,866.06 was disbursed in the month of June 2022, which includes 187 checks and a total of \$3,293,953.58 was disbursed in the month of July 2022, which includes 109 checks.

**Financial Impact**

All payments made during each month are within funding levels included in the adopted Fiscal Year 2021/2022 (FY21/22) and FY22/23 Budgets, respectively.

**Attachments**

- 1) Check Register month ending June 30, 2022
- 2) Check Register month ending July 31, 2022

Reviewed by: 

Brian Thomas  
Acting Business Services Director

cc: District File No. BRD.01-ACTS



**CHECK REGISTER**  
**DELTA DIABLO**  
CASH DISBURSEMENTS FOR THE MONTH OF JUNE 2022

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/2/2022	AFLAC	58390	37522	573.38	INSURANCE	573.38
6/2/2022	AFSCME DISTRICT COUNCIL 57	562708 562718	37523	2,874.47 1,493.62	UNION DUES O&M UNION DUES P&T	4,368.09
6/2/2022	AIRGAS USA, LLC	58379 58402	37524	3,475.57 419.41	INVENTORY INVENTORY	3,894.98
6/2/2022	GRAINGER	58380 58381 58382 58383	37525	264.36 43.71 718.04 29.19	INVENTORY INVENTORY INVENTORY INVENTORY	1,055.30
6/2/2022	HAZEN & SAWYER	58409 58410	37526	2,190.00 5,837.50	RESOURCE RECOVERY FACILITY MASTER PLAN PN 18120 RESOURCE RECOVERY FACILITY MASTER PLAN PN 18120	8,027.50
6/2/2022	JW BACKHOE & CONSTRUCTION, INC	58385 58387 58388	37527	11,075.00 13,677.00 19,303.54	ON-CALL CONTRACT WORK FOR PN 22122 BRIDGEHEAD FM TEMPORARY BYPASS BRIDGEHEAD FM TEMPORARY BYPASS	44,055.54
6/2/2022	LANLOGIC INC	58392	37528	3,307.50	Annual fees to LanLogic for email security testing	3,307.50
6/2/2022	LARRY WALKER ASSOCIATES	58355	37529	1,660.77	NPDES REGULATORY SUPPORT, LOCAL LIMITS REVISIONS	1,660.77
6/2/2022	LEGAL SHIELD	58389	37530	52.85	LEGAL MEMBERSHIP	52.85
6/2/2022	LINDE GAS & EQUIPMENT INC	58399	37531	3,932.00	OXYGEN RENTAL	3,932.00
6/2/2022	MCMASTER CARR SUPPLY CO	58400	37532	130.36	INVENTORY	130.36
6/2/2022	MSA SAFETY INCORPORATED	58384	37533	403.09	DEWAT GAS DETECTORS REPLACEMENT	403.09
6/2/2022	NORTHPOINT SECURITY SERVICES, INC	58393	37534	5,184.00	SECURITY PATROL SERVICES	5,184.00
6/2/2022	NWN CORPORATION	58407 58408	37535	817.95 3,032.66	PHONE EXP PHONE EXP	3,850.61
6/2/2022	OFFICE DEPOT	58405 58406	37536	518.31 45.46	OFFICE SUPPLIES OFFICE SUPPLIES	563.77
6/2/2022	CITY OF PITTSBURG	58395	37537	580.00	UTILITIES	580.00
6/2/2022	MICHAEL PLACENCIA	58396	37538	30.00	T&M	30.00
6/2/2022	READY PRINT	58354	37539	52.68	PRINTING SERVICES	52.68
6/2/2022	SHAWN REDMOND	58412	37540	1,854.51	COMPUTER LOAN	1,854.51
6/2/2022	RH TECHNOLOGY	58394	37541	4,885.20	O/S TEMP	4,885.20
6/2/2022	THATCHER COMPANY OF CALIFORNIA, INC	58341	37542	3,357.26	ALUMINUM SULFATE	3,357.26
6/2/2022	UNIVAR USA INC	58342 58343 58365	37543	3,812.27 3,853.00 5,668.03	SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM BISULFITE	13,333.30
6/2/2022	WESCO	58401	37544	656.26	INVENTORY	656.26
6/9/2022	ALHAMBRA & SIERRA SPRGS WATER	58470	37545	409.99	BOTTLED WATER SERVICE	409.99

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/9/2022	ARCO BUSINESS SOLUTIONS	58505	37546	4,237.99	GAS	4,237.99
6/9/2022	ASSOCIATED SERVICES COMPANY	58435 58444	37547	359.25 205.77	PROVIDE PREMIUM COFFEE SERVICE TO DISTRICT quote* PROVIDE PREMIUM COFFEE SERVICE TO DISTRICT quote*	565.02
6/9/2022	BATTALION ONE FIRE PROTECTION, INC	58404	37548	2,037.00	HHW FIRE ALARM PANEL REPLACEMENT	2,037.00
6/9/2022	BAY AREA NEWS GROUP	58503	37549	151.20	ADS	151.20
6/9/2022	BRENTWOOD PRESS	58469	37550	549.00	AD	549.00
6/9/2022	DATCO	58481	37551	260.00	PRE EMPL COST	260.00
6/9/2022	DEPT OF GENERAL SERVICES	58487	37552	24,335.23	UTILITIES	24,335.23
6/9/2022	FLOTTWEG SEPARATION	58506 58507	37553	1,375.46 54.21	INVENTORY INVENTORY	1,429.67
6/9/2022	G3 ENGINEERING, INC	58462	37554	25,993.83	EVOQUA WATER CHAMP	25,993.83
6/9/2022	GOLDEN STATE WATER CO.	58436 58482	37555	568.87 695.08	AC# 3224920000 AC# 07744100004	1,263.95
6/9/2022	INFERRERA CONSTRUCTION MANAGEMENT GROUP INC.	58480	37556	15,862.89	CSC PN 80008 (17128, 17129, 17	15,862.89
6/9/2022	JWC ENVIRONMENTAL	58449	37557	5,390.17	REPLACEMENT CHANNEL GRINDER MOTOR	5,390.17
6/9/2022	KEMIRA WATER SOLUTIONS, INC.	58476	37558	6,549.56	FERROUS CHLORIDE	6,549.56
6/9/2022	CELIA KITCHELL	58426	37559	284.07	T&M	284.07
6/9/2022	KOBAYASHI, SIMON	58428	37560	642.29	T&M	642.29
6/9/2022	MANAGED HEALTH NETWORK	58430	37561	353.10	EAP	353.10
6/9/2022	MCCAMPBELL ANALYTICAL, INC.	58458	37562	9,155.00	Onsite COVID-19 Testing Services	9,155.00
6/9/2022	McCAULEY AGRICULTURAL & PEST SERVICES	58451 58464	37563	3,500.00 825.00	VEGETATION MANAGEMENT FOR THE DISTRICT PEST CONTROL SERVICES	4,325.00
6/9/2022	MONUMENT CAR PARTS	58508 58509	37564	394.57 1,099.93	INVENTORY INVENTORY	1,494.50
6/9/2022	MOTION INDUSTRIES INC.	58378	37565	3,207.51	INVENTORY	3,207.51
6/9/2022	MUNIQUIP, LLC	58483	37566	3,651.96	INVENTORY	3,651.96
6/9/2022	OFFICE DEPOT	58437 58438 58439 58440 58441 58442 58488 58490 58491 58492 58493 58494 58495 58496 58497	37567	26.98 22.00 12.97 49.98 151.98 263.37 70.60 (84.42) 21.72 15.32 470.71 76.78 24.49 53.77 414.88	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	1,591.13
6/9/2022	PILLSBURY WINTHROP SHAW PITTMAN LLP	58450	37568	3,525.00	LEGAL SERVICES	3,525.00

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/9/2022	QUADIENT LEASING USA, INC.	58443	37569	288.48	LEASING OF QUADIENT POSTAGE MACHINE	288.48
6/9/2022	READY PRINT	58386	37570	6.59	OFFICE SUPPLIES	6.59
6/9/2022	REPUBLIC SERVICES #210	58504	37571	4,586.53	WASTE	4,586.53
6/9/2022	RH TECHNOLOGY	58479 58485	37572	2,632.40 4,510.80	O/S TEMP O/S TEMP	7,143.20
6/9/2022	STANDARD INSURANCE COMPANY	58433	37573	3,395.72	LIFE & LTD INS.	3,395.72
6/9/2022	STATE WATER RESOURCES	58434	37574	150.00	CERTIFICATION RENEWAL	150.00
6/9/2022	STREAMLINE	58465 58466	37575	550.00 550.00	SOFTWARE SOFTWARE	1,100.00
6/9/2022	WILLIAM SVOBODA	58427	37576	270.60	T&M	270.60
6/9/2022	SWRCB-FEES	58457	37577	4,250.00	ANNUAL FEE CERTIFICATION	4,250.00
6/9/2022	THATCHER COMPANY OF CALIFORNIA, INC	58473 58474	37578	3,357.26 3,357.26	ALUMINUM SULFATE ALUMINUM SULFATE	6,714.52
6/9/2022	CHRISTOPHER THOMAS	58429	37579	307.27	T&M	307.27
6/9/2022	TOSHIBA INTERNATIONAL CORP	58447	37580	204.82	COPIER USAGE	204.82
6/9/2022	UNIFIRST CORPORATION	58415 58416 58417 58418 58419 58420 58421 58422 58423 58424 58425	37581	195.18 159.72 249.14 30.19 30.19 30.19 30.19 151.22 124.16 138.27 140.92	UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE	1,279.37
6/9/2022	UNIVAR USA INC	58363 58364	37582	3,772.62 3,930.63	SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE	7,703.25
6/9/2022	LOUIS VELARDE	58413	37583	1,744.99	COMPUTER LOAN	1,744.99
6/9/2022	VISION SERVICE PLAN	58431 58432	37584	50.98 1,552.81	COBRA VISION VISION INSURANCE	1,603.79
6/16/2022	ALPHA MEDIA II LLC	58448	37585	750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	750.00
6/16/2022	CITY OF ANTIOCH- WATER	58545 58571 58572 58573 58574 58575 58576	37586	66.90 94.60 5,532.54 94.60 94.60 94.60 812.82	AC# 013-00023 AC# 013-00024 AC# 013-00110 AC# 013-00022 AC# 013-00021 AC# 004-01510 AC# 004-01513	6,790.66
6/16/2022	BASIC BENEFITS, LLC	58549	37587	70.00	FSA	70.00
6/16/2022	COMCAST BUSINESS COMMUNICATIONS, LLC	58551	37588	860.93	PHONE EXP	860.93
6/16/2022	CONTRA COSTA WATER DISTRICT	58552 58577	37589	35.78 35.78	UTILITIES UTILITIES	71.56
6/16/2022	CORELOGIC INFORMATION SOLUTIONS, INC	58512	37590	165.00	REALQUEST PROPERTY INFORMATION	165.00



CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/16/2022	COUNTY OF CONTRA COSTA	58544	37591	25.07	OE OTHER	25.07
6/16/2022	CUPERTINO ELECTRIC, INC	58556	37592	181,351.80	CONSTRUCTION SERVICES FOR PROJECT NO. 17120	181,351.80
6/16/2022	DEE CONSULTANTS	58478	37593	8,736.00	INSPECTION SERVICES	8,736.00
6/16/2022	FASTENAL COMPANY	58452	37594	1,204.12	MAINTENANCE CONSUMABLE ITEMS	1,204.12
6/16/2022	HAZEN & SAWYER	58411	37595	6,217.50	RESOURCE RECOVERY FACILITY MASTER PLAN PN 18120	6,217.50
6/16/2022	IB CONSULTING, LLC	58459	37596	10,080.00	FY22-23 RATE STUDY	10,080.00
6/16/2022	JEFF IMACHI	58543	37597	149.90	REIMBURSEMENT	149.90
6/16/2022	JOHN MUIR HEALTH	58477	37598	853.16	Annual Corporate Wellness Services	853.16
6/16/2022	JW BACKHOE & CONSTRUCTION, INC	58557	37599	3,765.34	BRIDGEHEAD FM TEMPORARY BYPASS INV# 3761	3,765.34
6/16/2022	KOA HILLS CONSULTING LLC.	58460	37600	131.25	KOA HILLS CONSULTING MUNIS SUPPORT SERVICES	2,100.00
		58461		1,968.75	MUNIS ERP ENHANCEMENT PROJECT	
6/16/2022	KONE. INC.	58463	37601	117.76	ELEVATOR SERVICE	117.76
6/16/2022	MDRR PITTSBURG	58516	37602	1,310.40	AC# 10-0018920	1,310.40
6/16/2022	MEYERS NAVE	58515	37603	2,815.56	LEGAL SERVICES	2,815.56
6/16/2022	NEW IMAGE LANDSCAPE COMPANY	58455	37604	2,563.00	LANDSCAPE SERVICES	2,563.00
6/16/2022	OEM AIR COMPRESSOR CORP.	58567	37605	84.76	INVENTORY	84.76
6/16/2022	OFFICE DEPOT	58561	37606	141.15	OFFICE SUPPLIES	1,042.28
		58562		39.06	OFFICE SUPPLIES	
		58563		364.04	OFFICE SUPPLIES	
		58578		498.03	OFFICE SUPPLIES	
6/16/2022	PACIFIC GAS & ELECTRIC COMPANY	58510	37607	52,247.30	AC# 4887173962-8	52,247.30
6/16/2022	PACIFIC GAS & ELECTRIC COMPANY	58546	37608	40,408.70	AC# 4835091675-4	40,408.70
6/16/2022	CITY OF PITTSBURG	58547	37609	18,388.43	STREET SWEEPING SERVICES	18,388.43
6/16/2022	PSOMAS	58391	37610	49,531.75	CONSTRUCTION MANAGEMENT SERVICES	56,994.25
		58558		3,897.50	CM&I SERVICES FOR PN21123	
		58559		3,565.00	CM&I SERVICES FOR PN21123	
6/16/2022	RH TECHNOLOGY	58513	37611	3,908.16	O/S TEMP	6,540.56
		58579		2,632.40	O/S TEMP	
6/16/2022	SHAPE INCORPORATED	58511	37612	2,692.17	REPLACEMENT SUMP PUMP PN 17140	2,692.17
6/16/2022	STATE OF CALIFORNIA, ENERGY RESOURCES	58569	37613	26,957.81	LOAN PAYMENT	26,957.81
6/16/2022	STREAMLINE	58467	37614	550.00	SOFTWARE	550.00
6/16/2022	THATCHER COMPANY OF CALIFORNIA, INC	58475	37615	3,358.70	ALUMINUM SULFATE	3,358.70
6/16/2022	TRANSENE COMPANY, INC.	58484	37616	2,027.92	INVENTORY	2,027.92
6/16/2022	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC.	58454	37617	9,336.00	NIGHTLY JANITORIAL SERVICES	9,336.00

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/16/2022	STACY TUCKER		37618			101.50
		58542		101.50	REIMBURSEMENT	
6/16/2022	UNDERGROUND SERVICE ALERT		37619			431.33
		58555		431.33	STATE FEES FOR REGULATORY COSTS	
6/16/2022	UNIFIRST CORPORATION		37620			164.76
		58548		164.76	UNIFORM/ LAUNDRY SERVICE	
6/16/2022	UNIVAR USA INC		37621			21,517.78
		58397		3,655.20	SODIUM HYPOCHLORITE	
		58471		3,772.32	SODIUM HYPOCHLORITE	
		58472		3,774.28	SODIUM HYPOCHLORITE	
		58518		4,232.95	SODIUM BISULFITE	
		58519		6,083.03	SODIUM BISULFITE	
6/16/2022	VERIZON WIRELESS		37622			4,214.55
		58553		2,101.40	PHONE EXP	
		58554		2,113.15	PHONE EXP	
6/16/2022	ZORO TOOLS, INC		37623			2,031.51
		58565		1,900.07	INVENTORY	
		58566		131.44	INVENTORY	
6/23/2022	MICHAEL AUER		37624			245.36
		58595		245.36	REIMBURSEMENT	
6/23/2022	MICHAEL BAKALDIN		37625			245.36
		58596		245.36	REIMBURSEMENT	
6/23/2022	SCOT ALLISON CAMPBELL		37626			1,436.20
		58568		1,436.20	INVENTORY	
6/23/2022	BOUCHER LAW, PC		37627			3,156.50
		58634		1,739.00	RECRUITMENT SERVICES	
		58635		495.00	RECRUITMENT SERVICES	
		58636		922.50	RECRUITMENT SERVICES	
6/23/2022	BRENTWOOD PRESS		37628			1,098.00
		58605		549.00	AD	
		58638		549.00	AD	
6/23/2022	CALIFORNIA ASSOCIATION OF PUBLIC PROCUREMENT		37629			130.00
		58651		130.00	M&D	
6/23/2022	CALTEST ANALYTICAL LABORATORY		37630			1,093.50
		58468		1,093.50	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLIANCE	
6/23/2022	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC		37631			42,697.18
		58637		42,697.18	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
6/23/2022	DOWNEY BRAND, LLP		37632			4,003.50
		58588		3,880.50	RIVER WATCH NOTICE OF INTENT	
		58589		123.00	RIVER WATCH NOTICE OF INTENT	
6/23/2022	EAST BAY MUNICIPAL UTILITIES		37633			8,250.00
		58603		8,250.00	PERMIT & REGULATORY FEES	
6/23/2022	KATHERINE GARCIA		37634			443.81
		58594		443.81	EMPLOYEE RECOGNITION	
6/23/2022	MATT GOTSHALL		37635			114.00
		58645		114.00	REIMBURSEMENT	
6/23/2022	IN SHAPE HEALTH CLUBS		37636			423.96
		58641		423.96	GYM	
6/23/2022	KEMIRA WATER SOLUTIONS, INC.		37637			6,474.37
		58520		6,474.37	FERROUS CHLORIDE	
6/23/2022	LEEANN KNIGHT		37638			224.82
		58597		224.82	REIMBURSEMENT	
6/23/2022	LIEBERT, CASSIDY, WHITMORE		37639			62,110.78
		58616		1,272.00	Labor Negotiations Services	
		58617		5,064.00	Labor Negotiations Services	
		58618		5,160.00	Labor Negotiations Services	
		58662		8,970.00	Labor Negotiations Services	
		58663		7,872.00	Labor Negotiations Services	
		58664		3,528.00	Labor Negotiations Services	
		58665		5,371.53	Labor Negotiations Services	
		58666		6,120.00	Labor Negotiations Services	
		58667		4,920.00	Labor Negotiations Services	
		58668		4,982.00	Labor Negotiations Services	
		58669		5,515.25	Labor Negotiations Services	
		58670		3,336.00	Labor Negotiations Services	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/23/2022	LYSTEK INTERNATIONAL LIMITED	58583	37640	4,004.16	BIOSOLIDS DISPOSAL	4,004.16
6/23/2022	CAROL MARGETICH	58598	37641	492.56	REIMBURSEMENT	492.56
6/23/2022	NORTHPOINT SECURITY SERVICES, INC	58592	37642	5,331.76	SECURITY PATROL SERVICES	5,331.76
6/23/2022	OFFICE DEPOT	58642 58643	37643	57.79 39.06	OFFICE SUPPLIES OFFICE SUPPLIES	96.85
6/23/2022	ABEL PALACIO	58599	37644	918.63	REIMBURSEMENT	918.63
6/23/2022	RED WING SHOE STORE 165	58486	37645	171.28	SAFETY SHOES A.DEJESUS	171.28
6/23/2022	DARIN JAMES REINHOLDT	58456	37646	230.00	DISTRICT UST DESIGNATED OPERATOR	230.00
6/23/2022	REPUBLIC SERVICES #210	58582	37647	1,107.13	WASTE	1,107.13
6/23/2022	RH TECHNOLOGY	58580 58581	37648	4,510.80 3,608.64	O/S TEMP O/S TEMP	8,119.44
6/23/2022	CHERYL RHODES ALEXANDER	58600	37649	96.17	REIMBURSEMENT	96.17
6/23/2022	TERRY SPURGEON	58601	37650	483.62	REIMBURSEMENT	483.62
6/23/2022	JAYNE STROMMER	58602	37651	166.12	REIMBURSEMENT	166.12
6/23/2022	SWAN ASSOCIATES INC.	58498 58499 58500 58501 58502	37652	971.93 971.93 564.35 877.87 815.17	INVENTORY INVENTORY INVENTORY INVENTORY INVENTORY	4,201.25
6/23/2022	SYNAGRO WEST, LLC	58590 58591	37653	65,014.86 60,411.46	BIOSOLIDS HAULING BIOSOLIDS HAULING	125,426.32
6/23/2022	THATCHER COMPANY OF CALIFORNIA, INC	58607	37654	3,357.26	ALUMINUM SULFATE	3,357.26
6/23/2022	CHRISTOPHER THOMAS	58593	37655	704.00	M&D / TRAINING	704.00
6/23/2022	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC,	58453	37656	600.00	NIGHTLY JANITORIAL SERVICES	600.00
6/23/2022	UNIFIRST CORPORATION	58619 58620 58621 58622 58623 58624 58625 58626 58627 58628 58629 58630 58631 58632 58633	37657	30.19 30.19 33.19 164.26 178.37 167.26 194.32 167.26 33.19 33.19 178.28 151.22 127.16 123.63 123.08	UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE	1,734.79
6/23/2022	UNITED TEXTILE INC.	58650	37658	137.56	INVENTORY	137.56
6/23/2022	UNIVAR USA INC	58517	37659	3,695.16	SODIUM HYPOCHLORITE	3,695.16
6/23/2022	VISION SERVICE PLAN	58646	37660	50.98	COBRA VISION	50.98
6/30/2022	ALLIANT INSURANCE SERVICES	58754	37661	1,968.00	LIABILITY- GEN INSURANCE	1,968.00
6/30/2022	JUAN AREVALO	58678 58679	37662	175.00 28.86	SAFETY SHOES J.AREVALO REIMBURSEMENT	203.86

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/30/2022	AT&T		37663			2,039.88
		58688		2,039.88	PHONE EXP	
6/30/2022	BOUCHER LAW, PC		37664			11,175.00
		58584		135.00	RECRUITMENT SERVICES	
		58585		2,230.00	COVID-19 Administration Support	
		58586		90.00	RECRUITMENT SERVICES	
		58587		787.50	RECRUITMENT SERVICES	
		58654		5,872.50	RECRUITMENT SERVICES	
		58655		405.00	RECRUITMENT SERVICES	
		58656		135.00	RECRUITMENT SERVICES	
		58657		1,520.00	COVID-19 Administration Support	
6/30/2022	CALIFORNIA PRODUCT STEWARDSHIP COUNCIL		37665			1,682.25
		58693		1,682.25	ASSIST WITH IMPLEMENTATION OF CALRECYCLE GRANT -	
6/30/2022	CALTEST ANALYTICAL LABORATORY		37666			2,887.20
		58570		336.60	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	
		58639		1,093.50	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	
		58671		336.60	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	
		58677		87.30	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	
		58698		673.20	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	
		58699		360.00	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	
6/30/2022	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC		37667			48,278.57
		58682		6,825.23	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
		58692		41,453.34	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
6/30/2022	CONCENTRA/OCCUPATIONAL HEALTH CENTERS		37668			468.00
		58714		205.00	PRE EMPL COST	
		58724		263.00	PRE EMPL COST	
6/30/2022	CONTRA COSTA HEALTH SERVICES		37669			19,277.00
		58701		1,439.00	PERMIT & REG FEES	
		58702		877.00	PERMIT & REG FEES	
		58703		877.00	PERMIT & REG FEES	
		58704		472.00	PERMIT & REG FEES	
		58705		472.00	PERMIT & REG FEES	
		58706		15,140.00	PERMIT & REG FEES	
6/30/2022	DXP ENTERPRISES, INC		37670			14,381.33
		58613		4,764.00	TEMPORARY MAINTENANCE BACKFILL LABOR	
		58614		4,764.00	TEMPORARY MAINTENANCE BACKFILL LABOR	
		58640		4,853.33	TEMPORARY MAINTENANCE BACKFILL LABOR	
6/30/2022	DEAN ECKERSON		37671			291.00
		58695		175.00	REIMBURSEMENT	
		58696		112.00	REIMBURSEMENT	
		58697		4.00	REIMBURSEMENT	
6/30/2022	FASTENAL COMPANY		37672			1,246.71
		58606		446.92	MAINTENANCE CONSUMABLE ITEMS	
		58644		71.37	MAINTENANCE CONSUMABLE ITEMS	
		58723		728.42	MAINTENANCE CONSUMABLE ITEMS	
6/30/2022	FLYERS ENERGY LLC		37673			5,190.84
		58713		5,190.84	DISTRICT FUEL SERVICES	
6/30/2022	JOAQUIN GONZALEZ		37674			175.00
		58681		175.00	SAFETY SHOES J.GONZALEZ	
6/30/2022	GRAINGER		37675			6,546.99
		58647		3,242.82	INVENTORY	
		58648		364.64	INVENTORY	
		58719		2,660.81	INVENTORY	
		58720		222.36	INVENTORY	
		58721		56.36	INVENTORY	
6/30/2022	KEN GRADY COMPANY		37676			217.81
		58715		217.81	INVENTORY	
6/30/2022	KENNEDY/JENKS CONSULTANTS INC.		37677			24,896.30
		58709		24,896.30	ESDD FOR PN21114	
6/30/2022	KOA HILLS CONSULTING LLC.		37678			787.50
		58604		787.50	MUNIS ERP ENHANCEMENT PROJECT	
6/30/2022	KRUGER, INC		37679			92,127.41
		58748		92,127.41	RWF LAMELLA TUBE REPLACEMENT AND GIRDER	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/30/2022	LINDE GAS & EQUIPMENT INC	58726	37680	1,259.20	OXYGEN RENTAL	1,259.20
6/30/2022	MANCO	58687	37681	2,279.19	INFLUENT PH TRANSMITTER AIT1005 w-9 requeste	2,279.19
6/30/2022	JOSE MARTINEZ	58680	37682	175.00	SAFETY SHOES J.MARTINEZ	175.00
6/30/2022	MCCAMPBELL ANALYTICAL, INC.	58752	37683	7,506.00	Onsite COVID-19 Testing Services	7,506.00
6/30/2022	McCAULEY AGRICULTURAL & PEST SERVICES	58728 58729 58730 58731 58732 58733 58734 58735 58736 58737 58738 58739 58740 58741 58742 58743 58744	37684	500.00 500.00 600.00 675.00 60.00 60.00 60.00 60.00 60.00 75.00 825.00 60.00 60.00 60.00 60.00 60.00 60.00 75.00	VEGETATION MANAGEMENT FOR THE DISTRICT VEGETATION MANAGEMENT FOR THE DISTRICT VEGETATION MANAGEMENT FOR THE DISTRICT VEGETATION MANAGEMENT FOR THE DISTRICT PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES	3,850.00
6/30/2022	MCMASTER CARR SUPPLY CO	58751	37685	707.28	INVENTORY	707.28
6/30/2022	MEYERS NAVE	58514	37686	5,972.40	LEGAL SERVICES	5,972.40
6/30/2022	MISSION COMMUNICATIONS, LLC	58722	37687	2,800.80	MANHOLE MONITORING SERVICE PACKAGE	2,800.80
6/30/2022	NORTHPOINT SECURITY SERVICES, INC	58691	37688	5,184.00	SECURITY PATROL SERVICES	5,184.00
6/30/2022	ANTHONY NOVERO	58694	37689	175.00	SAFETY SHOES A.NOVERO	175.00
6/30/2022	NWN CORPORATION	58684 58685	37690	817.95 3,032.66	PHONE EXP PHONE EXP	3,850.61
6/30/2022	CHRISTOPHER O'CONNOR	58725	37691	175.00	SAFETY SHOES C.O'CONNOR	175.00
6/30/2022	PACIFIC GAS & ELECTRIC COMPANY	58700	37692	63,981.73	AC# 5138050344-4	63,981.73
6/30/2022	PAN PACIFIC SUPPLY CO.	58649	37693	3,551.16	INVENTORY	3,551.16
6/30/2022	CITY OF PITTSBURG	58690	37694	580.00	UTILITIES	580.00
6/30/2022	POLYDYNE INC	58609 58610	37695	14,539.68 59,577.79	LIQUID POLYMER DRY POLY	74,117.47
6/30/2022	PSOMAS	58707	37696	67,050.45	CONSTRUCTION MANAGEMENT SERVICES	67,050.45
6/30/2022	DARIN JAMES REINHOLDT	58745	37697	690.00	DISTRICT UST DESIGNATED OPERATOR	690.00
6/30/2022	RH TECHNOLOGY	58683 58686 58746	37698	2,632.40 4,510.80 2,632.40	O/S TEMP O/S TEMP O/S TEMP	9,775.60
6/30/2022	SUBTRONIC CORP.	58653	37699	1,760.00	USA FOR BRACKISH WATER DESAL PN 90079 - VAULTS	1,760.00
6/30/2022	THATCHER COMPANY OF CALIFORNIA, INC	58608 58659 58711 58712 58755	37700	3,357.26 3,357.26 3,357.26 3,357.26 3,357.26	ALUMINUM SULFATE ALUMINUM SULFATE ALUMINUM SULFATE ALUMINUM SULFATE ALUMINUM SULFATE	16,786.30
6/30/2022	TRIDENT ENVIRON. & ENGINEER.	58727	37701	458.84	SPCC INSPECTION TRAINING	458.84

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
6/30/2022	UNIVAR USA INC		37702			26,864.02
		58611		4,682.75	SODIUM BISULFITE	
		58612		6,208.86	SODIUM BISULFITE	
		58660		3,703.34	SODIUM HYPOCHLORITE	
		58661		3,703.34	SODIUM HYPOCHLORITE	
		58710		4,870.17	SODIUM BISULFITE	
		58756		3,695.56	SODIUM HYPOCHLORITE	
6/30/2022	HD SUPPLY FACILITIES MAINTENANCE LTD		37703			1,968.82
		58717		1,968.82	INVENTORY	
6/30/2022	V&A CONSULTING ENGINEERS, INC.		37704			7,239.00
		58708		7,239.00	PN90091 CONDITION ASSESSMENT CONSULTING	
6/30/2022	VALLEY POWER SYSTEMS, INC.		37705			10,629.01
		58615		10,629.01	3 EA. WAUKESHA CYLINDER HEAD #CD204802E	
6/30/2022	WESCO		37706			3,972.19
		58718		2,734.71	INVENTORY	
		58749		939.31	INVENTORY	
		58750		298.17	INVENTORY	
6/30/2022	WOODARD & CURRAN INC.		37707			6,280.75
		58689		6,280.75	ON-SITE FUELING STATION REPLACEMENT PN 19112	
6/30/2022	ZOHO CORPORATION		37708			1,202.00
		58550		1,202.00	PATCH MANAGER SOFTWARE	
<b>GRAND TOTAL</b>						<b><u>1,600,866.06</u></b>

**CHECK REGISTER**  
**DELTA DIABLO**  
CASH DISBURSEMENTS FOR THE MONTH OF JULY 2022

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
7/7/2022	ALHAMBRA & SIERRA SPRGS WATER	58799	37709	334.07	BOTTLED WATER SERVICE	334.07
7/7/2022	ALLIANT INSURANCE SERVICES	58759	37710	13,454.00	LIABILITY- GEN INSURANCE	13,454.00
7/7/2022	BARTEL ASSOCIATES, LLC	58803 58804	37711	2,296.00 2,400.00	ACTUARIAL SERVICES FY 2020-2022 ACTUARIAL SERVICES FY 2020-2022	4,696.00
7/7/2022	BAY AREA NEWS GROUP	58802	37712	1,877.40	ADS	1,877.40
7/7/2022	COMPLETE PAPERLESS SOLUTIONS, LLC	58783	37713	22,995.00	LASERFICHE SUBSCRIPTION RENEWAL	22,995.00
7/7/2022	SWEEPING CORP OF AMERICA	58790 58791 58792	37714	31,911.29 32,508.61 32,625.79	STREET SWEEPING SERVICES STREET SWEEPING SERVICES STREET SWEEPING SERVICES	97,045.69
7/7/2022	DEPT OF GENERAL SERVICES	58766	37715	36,373.47	UTILITIES	36,373.47
7/7/2022	DIABLO WATER DISTRICT	58767	37716	13,350.46	UTILITIES	13,350.46
7/7/2022	FLYERS ENERGY LLC	58789	37717	150.00	NET15 TEMPORARY TANK RENTAL AND FUELING PN19112	150.00
7/7/2022	GOLDEN STATE WATER CO.	58764 58765	37718	1,371.84 865.29	AC# 07744100004 AC# 32249200000	2,237.13
7/7/2022	JW BACKHOE & CONSTRUCTION, INC	58793	37719	19,303.54	BRIDGEHEAD FM TEMPORARY BYPASS	19,303.54
7/7/2022	MCCAMPBELL ANALYTICAL, INC.	58760	37720	7,985.00	Onsite COVID-19 Testing Services	7,985.00
7/7/2022	OFFICE DEPOT	58795 58796 58797 58798	37721	17.27 17.00 223.65 45.16	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	303.08
7/7/2022	ONSOLVE INTERMEDIATE HOLDING COMPANY	58782	37722	952.37	OneCall Now Business Communication Enterprise Plan	952.37
7/7/2022	PACIFIC GAS & ELECTRIC COMPANY	58757	37723	334.04	UTILITIES	334.04
7/7/2022	PACIFIC GAS & ELECTRIC COMPANY	58758	37724	53.70	UTILITIES	53.70
7/7/2022	RH TECHNOLOGY	58761 58762 58801	37725	4,682.00 4,510.80 2,632.40	O/S TEMP O/S TEMP O/S TEMP	11,825.20
7/7/2022	TOSHIBA INTERNATIONAL CORP	58800	37726	316.30	COPIER USAGE	316.30
7/7/2022	TYLER TECHNOLOGIES, INC.	58787	37727	18,311.08	SOFTWARE RENEWAL	18,311.08
7/7/2022	UNIFIRST CORPORATION	58769 58770 58771 58772 58773 58774 58775 58776 58777 58778 58779 58780	37728	33.19 34.54 33.19 33.19 156.89 164.05 154.98 182.04 122.20 128.24 263.07 120.72	UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE UNIFORM/ LAUNDRY SERVICE	1,426.30
7/7/2022	SEAN WILLIAMS	58768	37729	270.60	T&M	270.60
7/14/2022	AFLAC		37730			860.07

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
		58849		860.07	INSURANCE	
7/14/2022	AFSCME DISTRICT COUNCIL 57		37731			4,368.09
		562709		2,874.47	UNION DUES O&M	
		562719		1,493.62	UNION DUES P&T	
7/14/2022	ALPHA MEDIA II LLC		37732			750.00
		58810		750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	
7/14/2022	ARCO BUSINESS SOLUTIONS		37733			4,045.91
		58830		4,045.91	GAS	
7/14/2022	COMCAST BUSINESS COMMUNICATIONS, LLC		37734			860.93
		58851		860.93	PHONE EXP	
7/14/2022	CONTRA COSTA COUNTY CLERK		37735			50.00
		58845		50.00	NOE FEE	
7/14/2022	CORELOGIC INFORMATION SOLUTIONS, INC		37736			165.00
		58805		165.00	REALQUEST PROPERTY INFORMATION	
7/14/2022	DLT SOLUTIONS		37737			1,646.40
		58786		1,646.40	AUTOCAD RENEWAL	
7/14/2022	EVOQUA WATER TECHNOLOGIES, LLC		37738			746.94
		58840		746.94	SUPPORT & MAINTENACE FOR DI WATER SYSTEM FOR LAB	
7/14/2022	HAZEN & SAWYER		37739			6,935.00
		58788		6,935.00	RESOURCE RECOVERY FACILITY MASTER PLAN PN 18120	
7/14/2022	IN SHAPE HEALTH CLUBS		37740			533.96
		58853		533.96	GYM	
7/14/2022	MANAGED HEALTH NETWORK		37741			353.10
		58852		353.10	EAP	
7/14/2022	MDRR PITTSBURG		37742			1,310.40
		58839		1,310.40	AC# 10-0018920	
7/14/2022	PACIFIC GAS & ELECTRIC COMPANY		37743			71,537.58
		58843		71,537.58	AC# 4835091675-4	
7/14/2022	PACIFIC GAS & ELECTRIC COMPANY		37744			67,172.37
		58844		67,172.37	AC# 4887173962-8	
7/14/2022	CITY OF PITTSBURG		37745			24,189.30
		58833		24,189.30	STREET SWEEPING SERVICES	
7/14/2022	MICHAEL PLACENCIA		37746			700.00
		58856		700.00	T&M	
7/14/2022	PSOMAS		37747			3,802.50
		58794		3,802.50	CM&I SERVICES FOR PN21123	
7/14/2022	REPUBLIC SERVICES #210		37748			5,563.93
		58842		5,563.93	WASTE	
7/14/2022	RH TECHNOLOGY		37749			11,298.72
		58816		4,510.80	O/S TEMP	
		58817		4,682.00	O/S TEMP	
		58835		2,105.92	O/S TEMP	
7/14/2022	SEMITORR GROUP LLC		37750			307.20
		58807		307.20	INVENTORY	
7/14/2022	STATE WATER RESOURCES		37751			60.00
		58831		60.00	CERTIFICATION RENEWAL	
7/14/2022	THATCHER COMPANY OF CALIFORNIA, INC		37752			3,357.26
		58813		3,357.26	ALUMINUM SULFATE	
7/14/2022	VERIZON WIRELESS		37753			2,108.75
		58829		2,108.75	PHONE EXP	
7/14/2022	VISION SERVICE PLAN		37754			1,683.34
		58854		50.98	COBRA VISION	
		58855		1,632.36	VISION	
7/21/2022	AERIAL LIFT SERVICE CO INC		37755			1,270.00
		58893		1,270.00	ANSI ANNUAL INSPECTION	
7/21/2022	CITY OF ANTIOCH		37756			375.00
		58894		375.00	M&D	
7/21/2022	CITY OF ANTIOCH- WATER		37757			6,232.34
		58881		94.60	AC# 004-01510	
		58899		94.60	AC# 013-00022	



CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
		58900		94.60	AC# 013-00024	
		58901		72.76	AC# 013-00023	
		58902		94.60	AC# 013-00021	
		58903		5,781.18	AC# 013-00110	
7/21/2022	BASIC BENEFITS, LLC		37758			70.00
		58878		70.00	FSA	
7/21/2022	BAYWORK		37759			1,500.00
		58784		1,500.00	M&D	
7/21/2022	CALIFORNIA PRODUCT STEWARDSHIP COUNCIL		37760			5,524.50
		58822		5,000.00	M&D	
		58879		524.50	ASSIST WITH IMPLEMENTATION OF CALRECYCLE GRANT -	
7/21/2022	CCSDA		37761			150.00
		58895		150.00	M&D	
7/21/2022	CHEMTRADE CHEMICALS US LLC		37762			3,931.28
		58819		3,931.28	ALUMINUM SULFATE	
7/21/2022	CONSTRUCTICON CORPORATION		37763			18,179.20
		58834		18,179.20	CONSTRUCTION SERVICES FOR PROJECT NO. 19112	
7/21/2022	CONTRA COSTA COUNTY CLERK		37764			50.00
		58916		50.00	NOE FEE	
7/21/2022	CSRMA		37765			543,400.77
		58823		362,762.00	PROPERTY INSURANCE	
		58832		180,638.77	PROPERTY INSURANCE	
7/21/2022	CUPERTINO ELECTRIC, INC		37766			1,864,907.18
		58848		1,864,907.18	CONSTRUCTION SERVICES FOR PROJECT NO. 17120	
7/21/2022	DEE CONSULTANTS		37767			1,638.00
		58806		1,638.00	INSPECTION SERVICES	
7/21/2022	HACH COMPANY		37768			3,631.45
		58847		3,631.45	DO SENSOR CAPS FOR AERATION BASIN DO PROBES	
7/21/2022	JOHN MUIR HEALTH		37769			853.16
		58875		853.16	Annual Corporate Wellness Services	
7/21/2022	JW BACKHOE & CONSTRUCTION, INC		37770			21,613.49
		58880		3,861.89	BRIDGEHEAD FM TEMPORARY BYPASS	
		58891		17,751.60	CONSTRUCTION SERVICES ON-CALL CONTRACT, PN22129	
7/21/2022	KEMIRA WATER SOLUTIONS, INC.		37771			11,878.47
		58781		6,075.87	FERROUS CHLORIDE	
		58811		5,802.60	FERROUS CHLORIDE	
7/21/2022	KOA HILLS CONSULTING LLC.		37772			1,662.50
		58808		437.50	KOA HILLS CONSULTING MUNIS SUPPORT SERVICES	
		58809		1,225.00	MUNIS ERP ENHANCEMENT PROJECT	
7/21/2022	LEE & RO, INC.		37773			115,564.25
		58876		115,564.25	DESIGN SERVICES DURING CONSTRUCTION	
7/21/2022	LIBERTY PROCESS EQUIPMENT INC		37774			8,187.00
		58910		8,187.00	INVENTORY	
7/21/2022	LYSTEK INTERNATIONAL LIMITED		37775			3,937.08
		58838		3,937.08	BIOSOLIDS DISPOSAL	
7/21/2022	MOTION INDUSTRIES INC.		37776			7,424.11
		58887		1,050.26	880551 LUBRICATOR PUMP	
		58888		3,651.94	880551 LUBRICATOR PUMP	
		58908		2,238.10	INVENTORY	
		58909		483.81	INVENTORY	
7/21/2022	ONSITE ERGONOMICS, INC.		37777			974.20
		58883		974.20	ERGONOMIC EVALUATIONS	
7/21/2022	PAN PACIFIC SUPPLY CO.		37778			4,670.79
		58890		4,670.79	INVENTORY	
7/21/2022	CITY OF PITTSBURG		37779			23,808.00
		58915		23,808.00	STREET SWEEPING SERVICES	
7/21/2022	RED WING SHOE STORE 165		37780			898.04
		58763		898.04	SAFETY SHOES	
7/21/2022	STANDARD INSURANCE COMPANY		37781			3,435.68
		58906		3,435.68	LIFE & LTD INS.	
7/21/2022	SUBTRONIC CORP.		37782			1,760.00

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
		58904		880.00	USA MARKING SERVICES FOR PN 19112 - UST REMOVAL TP	
		58905		880.00	USA MARKINGS FOR POC GENERATOR AREA	
7/21/2022	THATCHER COMPANY OF CALIFORNIA, INC		37783			3,357.26
		58814		3,357.26	ALUMINUM SULFATE	
7/21/2022	UNIVAR USA INC		37784			17,316.92
		58812		3,693.12	SODIUM HYPOCHLORITE	
		58896		7,145.24	SODIUM HYPOCHLORITE	
		58898		6,478.56	SODIUM BISULFITE	
7/21/2022	V.W. HOUSEN & ASSOCIATES, INC.		37785			3,096.50
		58907		3,096.50	DESIGN SERVICES DURING CONSTRUCTION FOR PN21123	
7/28/2022	CITY OF ANTIOCH- WATER		37786			866.10
		58956		866.10	AC# 004-01513	
7/28/2022	AT&T		37787			2,097.95
		58931		2,097.95	PHONE EXP	
7/28/2022	MICHAEL AUER		37788			245.36
		58940		245.36	REIMBURSEMENT	
7/28/2022	MICHAEL BAKALDIN		37789			245.36
		58941		245.36	REIMBURSEMENT	
7/28/2022	CHEMTRADE CHEMICALS US LLC		37790			4,064.60
		58892		4,064.60	ALUMINUM SULFATE	
7/28/2022	DATCO		37791			81.90
		58924		81.90	PRE EMPL COST	
7/28/2022	DIABLO WATER DISTRICT		37792			1,473.64
		58955		1,473.64	UTILITIES	
7/28/2022	IB CONSULTING, LLC		37793			1,680.00
		58815		1,680.00	FY22-23 RATE STUDY	
7/28/2022	INFERRERA CONSTRUCTION MANAGEMENT GROUP INC.		37794			4,797.23
		58937		4,797.23	CSC PN 80008 (17128, 17129, 17	
7/28/2022	JW BACKHOE & CONSTRUCTION, INC		37795			19,303.54
		58934		19,303.54	BRIDGEHEAD FM TEMPORARY BYPASS	
7/28/2022	LEEANN KNIGHT		37796			224.82
		58942		224.82	REIMBURSEMENT	
7/28/2022	LEE & RO, INC.		37797			4,449.50
		58874		4,449.50	DESIGN SERVICES DURING CONSTRUCTION	
7/28/2022	CAROL MARGETICH		37798			492.56
		58943		492.56	REIMBURSEMENT	
7/28/2022	MCMASTER CARR SUPPLY CO		37799			416.37
		58820		416.37	INVENTORY	
7/28/2022	MDRR PITTSBURG		37800			7,066.50
		58954		3,533.25	AC# 10-0031550	
		58959		3,533.25	AC# 10-0031550	
7/28/2022	NEOGOV/GOVERNMENTJOBS.COM		37801			4,775.62
		58965		4,775.62	NEOGOV HR APPLICANT TRACKING SUBSCRIPTION RENEWAL	
7/28/2022	PACIFIC ECO-RISK LABORATORIES		37802			3,436.00
		58939		3,436.00	QUARTERLY CHRONIC TOXICITY TESTING	
7/28/2022	PACIFIC GAS & ELECTRIC COMPANY		37803			75,875.50
		58952		75,875.50	AC# 5138050344-4	
7/28/2022	PACIFIC GAS & ELECTRIC COMPANY		37804			334.04
		58957		334.04	UTILITIES	
7/28/2022	PACIFIC GAS & ELECTRIC COMPANY		37805			53.70
		58958		53.70	UTILITIES	
7/28/2022	ABEL PALACIO		37806			918.63
		58944		918.63	REIMBURSEMENT	
7/28/2022	CITY OF PITTSBURG		37807			585.35
		58960		585.35	UTILITIES	
7/28/2022	REGIONAL GOVERNMENT SERVICES		37808			122.40
		58950		122.40	LABOR RELATIONS CONSULTING WORK	
7/28/2022	RH TECHNOLOGY		37809			2,632.40
		58921		2,632.40	O/S TEMP	
7/28/2022	CHERYL RHODES ALEXANDER		37810			96.17

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
		58945		96.17	REIMBURSEMENT	
7/28/2022	TERRY SPURGEON		37811	483.62	REIMBURSEMENT	483.62
		58946		483.62	REIMBURSEMENT	
7/28/2022	JAYNE STROMMER		37812	166.12	REIMBURSEMENT	166.12
		58947		166.12	REIMBURSEMENT	
7/28/2022	TELSTAR INSTRUMENTS INC		37813	2,472.33	INVENTORY	2,472.33
		58821		2,472.33	INVENTORY	
7/28/2022	TERRYBERRY		37814	149.45	EMPLOYEE RECOGNITION	1,038.36
		58928		888.91	EMPLOYEE RECOGNITION	
		58938		888.91	EMPLOYEE RECOGNITION	
7/28/2022	STACY TUCKER		37815	34.46	REIMBURSEMENT	34.46
		58962		34.46	REIMBURSEMENT	
7/28/2022	VERIZON WIRELESS		37816	2,126.61	PHONE EXP	2,126.61
		58932		2,126.61	PHONE EXP	
7/28/2022	WESCO		37817	1,998.49	INVENTORY	1,998.49
		58948		1,998.49	INVENTORY	
<b>GRAND TOTAL</b>						<b><u>3,293,953.58</u></b>

September 14, 2022

ADOPT RESOLUTION APPROVING AMENDMENTS TO THE DELTA DIABLO  
CONFLICT OF INTEREST CODE AND DIRECT STAFF TO TRANSMIT THE CODE TO  
THE CONTRA COSTA COUNTY CLERK OF THE BOARD OF SUPERVISORS

**Recommendation**

Adopt resolution approving amendments to the District's Conflict of Interest Code (Code) and direct staff to transmit the amended Code to the Contra Costa County Clerk of the Board of Supervisors for review and approval.

**Background Information**

The Political Reform Act, Government Code Sections 81000, et seq., requires every state and local governmental agency to review its Conflict of Interest Code at least biennially to ensure compliance with current law. The 2022 review must be completed and the Local Agency Biennial Notice Form submitted to the Contra Costa County Clerk of the Board by October 3, 2022.

**Analysis**

Staff and District Counsel reviewed the current Code, which was adopted in 2020, and considered revisions. As a result, multiple revisions were identified to the list of Designated Positions in Exhibit A of the Code: 1) updated job titles for the two Environmental Compliance Specialist positions, 2) deleted the Buyer, Government Affairs Manager, and Public Information Manager positions, and 3) added the Purchasing Supervisor position.


**Financial Impact**

None

**Attachments**

- 1) Proposed Resolution Amending Conflict of Interest Code
- 2) Local Agency Biennial Notice Form

Prepared by:   
Cecelia Nichols-Fritzler  
Office Manager/Secretary to the Board

Reviewed by:   
Vince De Lange  
General Manager

cc: District File BRD.01-ACTS



**BEFORE THE BOARD OF DIRECTORS  
OF DELTA DIABLO**

**Re: Approving Amendments to the )  
District's Conflict of Interest Code )**

**RESOLUTION NO. 20/2022**

THE BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, the Political Reform Act (Government Code Section 81000, et. seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes; and

WHEREAS, The Fair Political Practices Commission has adopted a regulation (California Code of Regulations, Title 2, § 18730) that contains the terms of a standard conflict of interest code, and after public notice and hearing that regulation may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, in October 2002, the Board amended the District's Conflict of Interest Code to incorporate the terms of California Code of Regulations, Title 2, § 18730 and any amendments to it, duly adopted by the Fair Political Practices Commission; and

WHEREAS, in accordance with the provisions of the Act, the District is required to review its Conflict of Interest Code each even numbered year, and to submit any amendments to the Board of Supervisors of Contra Costa County, the Code reviewing body.

NOW, THEREFORE, the Board of Directors of Delta Diablo DOES HEREBY RESOLVE AND ORDER:

1. To ensure the Conflict of Interest Code reflects the current organizational structure of the District, approves the proposed amendments to the Conflict of Interest Code, as attached hereto.
2. Staff shall transmit this amended Code forthwith to the Contra Costa County Clerk of the Board of Supervisors for review and approval.
3. The amended Conflict of Interest Code shall become effective upon approval by the Code reviewing body.

PASSED AND ADOPTED on September 14, 2022 by the following vote:

AYES:  
NOES:

ABSENT:  
ABSTAIN:

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on September 14, 2022.

ATTEST: Federal Glover  
Board Secretary

By: \_\_\_\_\_

Exhibit: 2022 Conflict of Interest Code

DELTA DIABLO  
CONFLICT OF INTEREST CODE  
(Incorporating Fair Political Practices  
Commission Model Code)

Adopted September 14, 2022

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Secretary to the Board of Directors

Resolution No. 20/2022

**DELTA DIABLO  
CONFLICT OF INTEREST CODE**

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Exhibit A – Designated Positions	2
Exhibit B – Disclosure Categories	4

## **DELTA DIABLO CONFLICT OF INTEREST CODE**

### **1. Incorporation of State Model Code by Reference**

The Political Reform Act (Government Code § 81000, et. seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (California Code of Regulations, title 2, § 18730) that contains the terms of a standard conflict of interest code. After public notice and hearing, it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, title 2, § 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Exhibits A and B designating officials and employees and establishing disclosure categories, shall constitute the Delta Diablo Conflict of Interest Code.

### **2. Where Statements are to be Filed**

Persons holding designated positions shall file disclosure statements with the Office Manager/Secretary to the Board. The Office Manager/Secretary to the Board shall retain custody of the statements in accordance with 2 Cal. Code of Regs. Section 18115 and make the statements available for public inspection and reproduction.

“Members of the Board of Directors, the General Manager, the Business Services Director, and the Finance Manager shall cause their disclosure statements to be filed with the Contra Costa County Clerk of the Board, and they shall provide the Office Manager/Secretary to the Board copies of their disclosure statements.”



Delta Diablo  
 Conflict of Interest Code  
 EXHIBIT A - DESIGNATED POSITIONS

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<b>DESIGNATED POSITIONS</b>	<b>DISCLOSURE CATEGORY</b>
Board of Directors <sup>1</sup>	1
Business Services Director <sup>2</sup>	1
Construction Inspector	1
Consultants <sup>3</sup>	1
Deputy General Manager	1
District Counsel	1
Engineering Services Director/District Engineer	1
Environmental Compliance Specialist I & II	1
Environmental Programs Manager	1
Finance Manager <sup>2</sup>	1
General Manager	1
Human Resources and Risk Manager	1
Information Technology Manager	1
Laboratory Manager	1
Maintenance Manager	1
Maintenance Supervisor	1
Office Manager/Secretary to the Board	1
Operations Manager	1
Operations Supervisor	1
Purchasing Supervisor	1
Recycled Water Program Coordinator	1
Resource Recovery Services Director	1
Safety Manager	1
Senior Accountant	1
Senior Engineer	1

Delta Diablo  
 Conflict of Interest Code

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<sup>1</sup> The members of the Board of Directors may include Chair of the Board of Supervisors and the designated alternate, Mayor or Council Representative of the City of Antioch and the designated alternate, and Mayor or Council Representative of the City of Pittsburg and the designated alternate

<sup>2</sup> Other Public Officials who Manage Public Investments - these positions are not designated by the Code but file a broad statement of economic disclosure pursuant to Government Code Section 87200: Business Services Director and Finance Manager

<sup>3</sup> Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The General Manager may determine in writing that a particular consultant, although a designated position, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest code.

## EXHIBIT B - DISCLOSURE CATEGORIES

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### **Designated Employees in Group 1 must report:**

Investments in any business entity, interests in real property; income and gifts from any source; and status as a director, officer, partner, trustee, employee, or holder of any position of management in any business entity. Financial interests are reportable only if located within the District; or if the business entity is doing business or planning to do business in the District (and such plans are known by the designated employee); or has done business within the District at any time during the two-year period prior to the filing of the statement.

### **Designated Employees in Group 2 must report:**

Investments in any business entity, income and gifts from any source and status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity, which, within the last two years has contracted, or that it is foreseeable that in the future they may contract with the District to provide services, supplies, materials, machinery, or equipment.

### **Designated Employees in Group 3 must report:**

Investments in any business entity, income and gifts from any source and status as a director, officer, partner, trustee, employee, or holder of a position of management in any business entity which, within the last two years, had contracted or that it is foreseeable that in the future they may contract with Delta Diablo to provide services, supplies, materials, machinery, or equipment which are related to one of the following areas:

- A. District Buildings - Maintenance
- B. District Buildings - Construction
- C. District Grounds - Maintenance
- D. Sewer Facility Maintenance
- E. Sewer Facility Construction
- F. Sanitation & Water Supply
- G. Office Supplies & Equipment
- H. Motor Vehicles
- I. Motor Vehicle Parts
- J. Petroleum Products
- K. Landscaping
- L. Electronic Equipment: telephone equipment; computers; instrumentation equipment; including all associated software.
- M. Professional and Other Services including accounting; auditing; banking; engineering; investment and/or legal services.
- N. Any business located in the Delta Diablo service area.

## 2022 Local Agency Biennial Notice

Name of Agency: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No. \_\_\_\_\_

Email: \_\_\_\_\_ Alternate Email: \_\_\_\_\_

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

**An amendment is required. The following amendments are necessary:**

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is over five years old, amendments may be necessary.)

---

### Verification (to be completed if no amendment is required)

*This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
*Signature of Chief Executive Officer*

\_\_\_\_\_  
*Date*

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(*PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE*)

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC.**

September 14, 2022

ADOPT RESOLUTION APPROVING UPDATES TO THE DISTRICT'S RECORDS  
RETENTION SCHEDULE

**Recommendation**

Adopt Resolution updating the District's Records Retention Schedule.

**Background Information**

The objective of the District's Records Management Program is to protect District information and manage it efficiently by implementing a system for the creation, maintenance, retrieval, and disposition of official District records. This program ensures that records are readily available when needed by staff and members of the public. The Records Retention Schedule provides the foundation for preserving records that are of historical and legal value, eliminating redundant records, and disposing of obsolete records in accordance with established guidelines.

The District utilizes Gladwell Governmental Services, Inc., (GGS) to conduct an annual review of the retention schedule to ensure the District adheres to a minimum retention schedule for all District records.

**Analysis**

The District, GGS, and District Counsel conducted an annual review of the proposed update to the Records Retention Schedule and confirmed that all government and special district standards and regulations are being met, including Government Code Sections 60200 through 60204, and specifically Section 60201(b)(2), and the Records Management Guidelines of the Secretary of State. The proposed key changes include reducing retention of document copies and retaining only the original documents, modifying media options, and implementing the ability to destroy paper documents once they have been imaged and reviewed for quality control purposes. Minor updates include clarifying record descriptions and the comment/reference sections and adding new record retention categories.

**Financial Impact**

None.

**Attachments**

Draft Resolution Updating the District's Records Retention Schedule

Prepared by: \_\_\_\_\_

Cecelia Nichols-Fritzler  
Office Manager/Secretary to the Board

Reviewed by: \_\_\_\_\_

Vince De Lange  
General Manager

cc: District File No. REC.04-SCHE



**BEFORE THE BOARD OF DIRECTORS  
OF DELTA DIABLO**

**Re: Approving Revisions to Records Retention )  
Schedule Pursuant to Government Code )  
Sections 60200 through 60204 )      **RESOLUTION NO. 21/2022****

THE BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, Government Code Section 60201, subdivision (b)(2), authorizes the District’s governing body to adopt and comply with a record retention schedule that complies with guidelines prepared by the Secretary of State pursuant to Government Code Section 12236, and that classifies all the District’s records by category, and establishes a standard protocol for destruction and disposition of the records;

WHEREAS, the District’s consultant, Gladwell Governmental Services, worked with District staff to develop the District’s current Records Retention Schedule;

WHEREAS, the Board of Directors adopted Resolution Nos. 13/2016, 2/2018, 2/2019, 5/2020, and 11/2021 revising the Records Retention Schedule and authorizing destruction of District Records Pursuant to Government Code Sections 60200 through 60204; and

WHEREAS, Gladwell Governmental Services has performed the annual review and recommended revisions, attached as Exhibit A to the current Records Retention Schedule to reflect current legal requirements and departmental needs, and the General Manager, Department Directors, and District Counsel concur with these recommendations.

NOW, THEREFORE, the Board of Directors of Delta Diablo DOES HEREBY RESOLVE AND ORDER:

1. The revisions to the Records Retention Schedule shown in Exhibit A are hereby adopted and incorporated into the Records Retention Schedule. All District records shall be maintained, disposed of, and destroyed in accordance with the Records Retention Schedule, as revised.
2. Each Department Director shall be responsible for maintaining, destroying, and disposing of records in respective departments in accordance with the Records Retention Schedule.
3. Any future change to the Records Retention Schedule must be approved by the Board of Directors.
4. Nothing in the Records Retention Schedule shall be construed as authorizing the destruction of any record that must be retained, pursuant to Government Code Section 60201, subdivision (d).
5. For the purposes of this Resolution and the Records Retention Schedule, the term “record” has the same meaning as that term has under Government Code Section 60201, subdivision (a).

PASSED AND ADOPTED on September 14, 2022, by the following vote:

AYES:	ABSENT:
NOES:	ABSTAIN:

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on September 14, 2022.

ATTEST: Federal Glover  
Board Secretary

By: \_\_\_\_\_

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>DISTRICT-WIDE (Used by All Departments)</b>										
Lead Department	DW-06	Agreements & Contracts - Financial & Non-Financial: <b>ADMINISTRATIVE RECORDS</b>  (Correspondence, project schedules, copies of invoices, backup, insurance certificates, RFP, etc.) Also see grant retention, if applicable.	Completion + 10 years		Completion + 10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Also see Grants. Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers must retain their records for completion + 10 years; CCP §337 et. seq., GC §60201
Lead Department	DW-07	Agreements & Contracts: Unsuccessful Bids / Unsuccessful Proposals	2 years		2 years		Ppr			Special Districts are required to keep public works unaccepted bids for 2 years; GC §60201(d)(11)
Lead Department	DW-09	Bids: See Agreements								
Lead Department	DW-10	Bids: Unsolicited (for unsuccessful bids submitted in response to a District RFP / RFQ, see Agreements & Contracts: Unsuccessful Bids)	When No Longer Required		When No Longer Required		Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §60200
Lead Department	DW-12	Brochures: See Reference Materials								
Lead Dept.	DW-16	Committees or Task Forces: <b>Internal - ALL Records</b> (e.g. Records Management Committee, etc.)	2 years		2 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §60201

## RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Lead Department	DW-17	Committees, Task Forces, Associations, Commissions, & Boards: <b>External</b> Organizations (e.g. Association of California Sanitation Agencies, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr		Non-records
Lead Department	DW-18	Contracts: See Agreements								
Lead Department	DW-19	Copies or duplicates of any record	Copies - When No Longer Required		Copies - When No Longer Required			Mag Ppr		GC §60200
Lead Dept.	DW-20	Correspondence - <b>Establishing Policy</b> (documents formation of policies or decision making process.)	Until Superseded	Superseded + 2 years	Superseded + 2 years			Mag, OD, Ppr	S / I	Yes: After QC & OD Statewide guidelines propose Superseded + 2 or 5 years; GC §60201
Lead Dept.	DW-21	Correspondence - <b>Regulatory Agencies</b> (includes Annual Reports)	When No Longer Required - <b>Minimum 10 years</b>		When No Longer Required - <b>Minimum 10 years</b>	Yes: While Active Issues		Mag, Ppr		District preference; some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
(OFR)											
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>											
Dept. that Authors Document or Receives the District's Original Document	DW-22	Correspondence - <b>Routine</b>  (e .g. Administrative, Chronological, General Files, Letters, Memorandums, Miscellaneous Reports, Reading, Working Files, etc. Does NOT include Regulatory Agency Correspondence)	2 years		2 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Content of Correspondence relates in a substantive way to the conduct of the public's business; GC §60201





**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Dept. that Authors Document or Receives the District's Original Document	DW-23	Correspondence - <b>TRANSITORY / PRELIMINARY DRAFTS</b> , Interagency and Intraagency Memoranda not retained in the ordinary course of business  (e.g. calendars, checklists, e-mail or social media posting, instant messaging, inventories, invitations, logs, mailing lists, meeting room registrations, speaker slips, staff videoconference chats, notes and recordings, supply inventories, telephone messages, transmittal letters, thank yous, requests from other cities, text messages, undeliverable envelopes, visitors logs, voice mails, webpages, etc.)	When No Longer Required		When No Longer Required			Mag, Ppr		Content of Correspondence NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference. Electronic and paper records are filed and retained based upon their <b>CONTENT</b> . Records where <b>either the Content relates in a substantive way to the conduct of the public's business, or ARE made or retained for the purpose of preserving the informational content for future reference are saved</b> by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If not mentioned here, consult the District Counsel to determine if a record is considered transitory / preliminary draft. GC §§60201, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	DW-24	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		When No Longer Required			Mag, Ppr		As long as the drafts and notes are not retained in the "Regular Course of Business". GC §60201, GC §6254
Lead Dept.	DW-25	Equipment Diagrams, Instructions, Manuals, Specifications and Warrantees	Until Disposal of Equipment		Until Disposal of Equipment	Yes		Mag, OD, Ppr	S / I	Yes: After QC & OD RFPs, contracts & agreements are maintained for appropriate periods; GC §60201

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

Office of Record (OFR)	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Lead Dept.	DW-26	Equipment Inventories, Parts lists Inventories of pumps, parts and equipment	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Meets auditing standards; Fixed Asset Inventory is maintained by Financial Services for a longer period; GC §60201 et seq.
Lead Dept.	DW-27	GIS database	When Superseded		When Superseded	Yes	Mag.			Department Preference (Preliminary documents); the Lead Department should print out historical documents prior to replacing the data; GC §60200, 60201 et seq.
Lead Dept.	DW-28	Grants ( <b>SUCCESSFUL</b> - all records, including FEMA claims or OES Claims)	2 years	P	P		Mag, Ppr, OD	S / I	Yes: After QC & OD	District Preference (may include records pertaining to independent contractor's compensation, or expense reimbursement); Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; <a href="#">2 CFR 200.334</a> <del>2-CFR 200.333</del> ; 24 CFR 91.105(h), 92.505, 570.490, & 570.502(a), 29 CFR 97.42; OMB Circular A-110 & A-133;; GC §60201; GC §8546.7
Lead Dept.	DW-29	Grants: <b>UNSUCCESSFUL</b> (Applications, Correspondence, etc.)	When No Longer Required		When No Longer Required		Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §60201

## RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Lead Dept.	DW-30	Incidents: Violations, Spills, Investigations and Corrective Actions (Includes Customer Concerns and Issues)	5 years		5 years	Yes: Before Resolution	Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; Code of Federal Regulations requires 3 years; 40 CFR 122.41(j)(2) & 40 CFR 141.33(b)
Lead Department	DW-31	Invoices - see Accounts Payable								
Lead Dept.	DW-33	Material Data Safety Sheet (MSDS) / Safety Data Sheet (SDS) / Chemical Use Report Form	When Chemical No Longer Used	30 years	When Chemical No Longer Used + 30 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Previous MSDS may be obtained from a service; MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; Claims can be made for 30 years for toxic substance exposures; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(ii)(B), GC §60201
Lead Dept.	DW-35	Permits - NPDES, etc.	Expiration	P	P		Mag, OD, Ppr	S / I	Yes: After QC & OD	District preference; GC §60200

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Human Resources	DW-36	Personnel Files - <b>Department-level Copies</b> ("Desk File")	Send to Personnel Upon Separation		Send to Personnel Upon Separation	Before Separation	Mag, Ppr, OD	S / I	Yes: After QC & OD	Ensure records kept in Department files comply with District policy; Originals are maintained by Personnel. Supervisors notes should be maintained in a separate folder and be incorporated in the employee's annual performance review; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201
Human Resources	DW-37	Personnel Files - Department-level <b>Supervisor's Notes</b> .	1 year		1 year	Before Separation	Mag, Ppr, OD	S / I	Yes: After QC & OD	Supervisors notes should be maintained in a separate folder and be incorporated in the employee's annual performance review; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201
Lead Department	DW-38	Policies & Procedures - See Reference Manuals								
General Manager / District Secretary	DW-40	Public Records Act Requests	3 years		3 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	District preference; CCP §338; GC §60201(d)(5)

**RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
(OFR)											
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>											
Lead Dept.	DW-44	Reference Materials: Policies, Procedures, Reports, Brochures, Manuals, Newsletters: Produced by <b>OUTSIDE ORGANIZATIONS</b>	When No Longer Required		When No Longer Required			Mag, Ppr, OD	S / I	Yes: After QC & OD	Non-Records
Lead Dept.	DW-45	Reference Materials: Policies, Procedures, Reports, Brochures, Manuals, Newsletters: Produced by <b>YOUR</b> Department	10 years or When No Longer Required, Whichever is Longer		10 years, or When No Longer Required, Whichever is Longer			Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Documents of historical significance should be retained longer; GC §60201
Lead Department	DW-46	Reference or Working Files: See Correspondence									
Lead Dept.	DW-47	Reports, Studies, and Surveys - White Papers, Issue Papers, Scientific Studies, Energy Management, Regulatory (excluding Environmental) Documentation and Inspection (other than Annual Reports - e.g. Water Rate Study, )	10 years, or When No Longer Required, Whichever is Longer		10 years or When No Longer Required, Whichever is Longer			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60201
Lead Dept.	DW-54	Reports and Studies - <b>Historical</b>	P		P			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60201

## RECORDS RETENTION SCHEDULE: DISTRICT-WIDE STANDARDS

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>Retentions apply to the department that is NOT the Office of Record (OFR) or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Lead Dept.	DW-50	Surveys / Questionnaires (that the District issues).  If a <b>summary</b> of the data is compiled, the survey forms are considered a draft or transitory record, and can be destroyed when no longer required.	10 years		10 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §§60200, 60201
Lead Dept.	DW-52	<b>Training - ALL COURSE RECORDS</b>  (Attendance Rosters, Outlines and Materials; includes Ethics Training, Harassment Prevention, OSHA and Regulatory training, Safety Training & Tailgates)	7 years		7 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31, LC §6429(c); GC §§12946, 12960, 60201, 53235.2(b), 53237.2(b)
Depart. that Provides Service / Work	DW-53	Service Calls / Work Orders / Maintenance Requests / Service Requests	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60200

**RECORDS RETENTION SCHEDULE: ENGINEERING**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>DESIGN</b>										
Engineering	E-02	GIS database	When Superseded		When Superseded	Yes	Mag.			Department Preference (Preliminary documents); the Lead Department should print out historical documents prior to replacing the data; GC §60200, 60201 et seq.
Engineering / Design	E-03	Preliminary Studies / Project Assessments (Not Acquired or Built)	When No Longer Required - <b>Minimum 10 years</b>		When No Longer Required - <b>Minimum 10 years</b>		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201

**RECORDS RETENTION SCHEDULE: ENGINEERING**

Office of Record (OFR)	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>DEVELOPMENT SERVICES</b>										
Engineering / Develop. Services	E-05	Development Project Files - <b>Administration File / Design Phase:</b> Project Administration, Performance Bonds/Surety, Project Schedules, Cost of Construction, Logs, Insurance Certificates from Contractors, Correspondence, etc.	Upon Completion	10 years or After Funding Agency Audit, if required, whichever is longer	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for written contracts are four years from the date of breach; errors and omissions is 10 years; Death during construction is 10 years; CCP §§337., 337.1(a), 337.15 GC §60200, Contractor has retention requirements in 48 CFR 4.703
Engineering / Develop. Services	E-06	Development Project Files (Engineering Records Center 2) - <b>Permanent File:</b> Plans / Master Plans, Specifications, Materials Testing Reports, Environmental, Feasibility Studies, Offers of Dedication, Notice of Completion, Maps, Record Drawings ("As Builts"), Regulatory Agency Approvals, Soils Reports, Structural Calculations, Surveys, etc.	Upon Completion	P	P	Yes: Until Completed	Mag, OD, Ppr	S / I	Yes: After QC & OD	For disaster preparedness purposes; GC §60201 et seq.



**RECORDS RETENTION SCHEDULE: ENGINEERING**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>ENGINEERING / LIBRARY</b>										
Engineering / Library	E-07.1	CEQA / NEPA Documents: Environmental Determinations: Environmental Impact Reports (EIRs), Negative Declarations, Categorical Exemptions, etc.)  <b>Correspondence submitted to, or transferred from the agency, and all internal agency communications, including staff notes related to a non-exempt CEQA action. Includes all emails and communications connected with the project</b>	Project Approval + 180 days		Project Approval + 180 days		Mag, Ppr, OD	S / I	Yes: After QC & OD	Not all internal communications and notes are required to be saved; "E-mails that do not provide insight into the project or the agency's CEQA compliance with respect to the project — are not within the scope of section 21167.6, subdivision (e) and need not be retained." Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (53 Cal.App.5th 733); PRC 21167,6; GC §60201
Engineering / Library	E-07	CEQA / NEPA Documents: <b>Prepared by District</b> (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	P (Maintained in Project File)		P (Maintained in Project File)	Yes: Until Project Completed	Mag, OD, Ppr	S / I	Yes: After QC & OD	Copies usually filed in Project File (Water Resources is OFR); GC §60200
Engineering / Library	E-08	CEQA / NEPA Documents: <b>Prepared by Others</b> (District comments) (Environmental Impact Reports (EIRs), Environmental Assessments, Negative Declarations, etc)	When No Longer Required		When No Longer Required	Yes: Until Project Completed	Mag, OD, Ppr	S / I	Yes: After QC & OD	Copies usually filed in Project File (Water Resources is OFR); GC §60200

**RECORDS RETENTION SCHEDULE: ENGINEERING**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Engineering / Library	E-09	Engineering Project Files (Engineering Records Center 2) - <b>Administration File - NOT Grant-funded:</b> Project Administration, Performance Bonds/Surety, Project Schedules, Certified Payrolls, Cost of Construction, Logs, Insurance Certificates from Contractors, Correspondence, Advertising, Labor Compliance, Temporary Encroachment Permits, etc.	Upon Completion	10 years	Completion + 10 years	Yes: Until Completed	Mag, OD, Ppr	S / I	Yes: After QC & OD	Statute of Limitations for written contracts are four years from the date of breach; errors and omissions is 10 years; Death during construction is 10 years; CCP §§337., 337.1(a), 337.15 GC §60200, Contractor has retention requirements in 48 CFR 4.703
Engineering / Library	E-10	Engineering Project Files (Engineering Records Center 2) - <b>Permanent File:</b> Plans, Specifications, RFPs / RFQs, Materials Testing Reports, Environmental, Feasibility Studies, Notice of Completion, Record Drawings ("As Builts"), Regulatory Agency Approvals, Soils Reports, Structural Calculations, Surveys, Permanent Encroachment Permits, EIRs, Negative Declarations, Materials Submittals, SAMPs, etc.	Upon Completion	P	P	Yes: Until Completed	Mag, OD, Ppr	S / I	Yes: After QC & OD	For disaster preparedness purposes; GC §60201 et seq.
Engineering / Library	E-11	Sewer Connections / Laterals / Permits	Upon Completion	P	P	Yes: Until Completed	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201 et seq.

**RECORDS RETENTION SCHEDULE: ENGINEERING**

Office of Record	Records Series No.	Records Description	Retention / Disposition					Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options		Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>ENVIRONMENTAL COMPLIANCE / CUPA (Certified Unified Program Agencies)</b>										
Engineering / Environ. Compliance	E-13	Records for Above Ground Storage Tanks (Agency Owned)  Records relating to Spill Prevention Control and Countermeasures (SPCC), Inspections, Integrity Testing, Maintenance, Repairs, Lining, Upgrades	P		P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; applies to both Tier I and Tier II Tanks; (Tier II tanks are required to have an integrity test every 20 years); EPA recommends that formal test records or reports be retained for the life of the container; GC §60201
Engineering / Environ. Compliance	E-14	Hazardous Materials <b>Business Plans</b>	5 years	P	P	Yes: When Current	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; (District has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §60201
Engineering / Environ. Compliance	E-15	Hazardous Waste Generator <b>Inspection, Correspondence, Reporting Forms</b>	10 years		10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Engineering / Environ. Compliance	E-16	Hazardous Waste <b>Manifests</b> / CUPA	5 years	P	P		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; (District has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40; GC §60201
Engineering / Environ. Compliance	E-17	Underground Storage Tanks - USTs (owned by the District) – Repairs, Lining, Upgrades; Monitoring and Maintenance, Release Detection Systems, Cathodic Protection Maintenance Records, Inspections	P		P		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 23 CCR 2712(b), H&S §25284.2(i)

**RECORDS RETENTION SCHEDULE: ENGINEERING**

Office of Record (OFR)	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Engineering / Environ. Compliance	E-19	Underground Storage Tanks - USTs (owned by the District) - UST Permits	7 years	P	P		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; permits are good for 5 years; 23 CCR 2712©, H&S §25285(a)

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**RECORDS RETENTION SCHEDULE: FINANCE**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
<b>FINANCE / ADMINISTRATION / CONTROLLER / GENERAL LEDGER</b>										
Finance / Admin.	FIN-01	Ad Valorem Taxes (Property Tax)	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, GC §60201
Finance / Admin.	FIN-02	Arbitrage Rebate / Calculations / Reinvestment	Completion (Life of Bond Issue) + 10 years		Completion (Life of Bond Issue) + 10 years	Yes: Until Maturity	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a)(1) & (2), 337.5(2); GC §43900 et seq. GC §60201 et seq.
Finance / Admin.	FIN-03	Audit Management Letters (not <a href="#">Annual Consolidated Financial Report (ACFR)</a> <del>CAFR</del> )	2 years	P	P		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference for historical purposes; GC §60201
Finance / Admin.	FIN-04	Audit Work Papers (Drafts)	10 years		10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference for historical purposes; GC §60201
Finance / Admin.	FIN-05	Audited Financial Statements / <a href="#">Annual Consolidated Financial Report (ACFR)</a> <del>Comprehensive Annual Financial Report (CAFR)</del>	2 years	P	P		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference for historical purposes; District Secretary retains original permanently; GC §60201 et seq.
Finance / Admin.	FIN-06	Audits (Projects, Independent Audits) Financial Statements & Management Letters	2 years	P	P		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference for historical purposes; GC §60201

## RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Admin.	FIN-07	Bonds / Certificates of Participation / Transcripts / Disclosure Reports	Cancellat., Redemption or Maturity + 10 years		Cancellat., Redemption or Maturity + 10 years	Yes: Until Maturity	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336(a); 337.5(2); GC §43900 et seq. 26 CFR 1.6001-1(e); GC §60201 et seq.
Finance / Admin.	FIN-08	Budgets: Adopted, Budget Hearing, Capital Budget, etc.	10 years		10 years	Yes: Current Fiscal Year	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; District Secretary maintains originals; longer for administrative value; GC §60200
Finance / Admin.	FIN-09	Budgets: Development, Drafts, etc.	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; District Secretary maintains originals; longer for administrative value; GC §60200
Finance / Admin.	FIN-10	Chart of Accounts (Print out if a software change is made in order to retain historical account numbers)	2 years	P	P	Yes	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference to research Year-end General Ledgers, which are retained permanently; GC §60201
Finance / Admin.	FIN-11	Customer Payments and Check Stubs	2 years	8 years	10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Finance / Admin.	FIN-12	Depreciation Schedules (In Audit Work Papers)	10 years		10 years		Mag, Ppr	S / I	Yes: After Inactive	Department Preference for GASB 34; Published articles show 7 years after disposal; GC §60201

**RECORDS RETENTION SCHEDULE: FINANCE**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Admin.	FIN-13	Financial Reports: Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets, Budget Adjustments (MONTHLY OR PERIODIC) Does NOT include year-end General Ledger.	7 years		7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; Draft / Preliminary documents used to produce final year-end general ledger (financial database is the original); GC §60201
Finance / Admin.	FIN-14	Financial System Database	Indefinite		Indefinite			Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7
Finance / Admin.	FIN-15	Fixed Assets - Auction / Disposal / Sales / Surplused	2 years	5 years	7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Consistent with Accounts Receivable; Statute of limitations is 3 years; statewide guidelines propose 2 - 4 years; published articles show 3 - 6 years; GC §60201, CCP §337
Finance / Admin.	FIN-16	Fixed Assets - Inventory, Schedule of Infrastructure and Buildings	2 years	P	P			Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Finance / Admin.	FIN-17	General Ledger: Final year-end	2 years	8 years	10 years			Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Published articles show 3 - 7 years; GC §60201
Finance / Admin.	FIN-50	Investments / Arbitrage	2 years	5 years	7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Meets auditing standards GC §60201
Finance / Admin.	FIN-18	Journal Entries	2 years	5 years	7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations is 4 years; Published articles show 6-7 years; GC §60201, CCP §337
GM / District Secretary	FIN-19	Master Fee Schedule , Connection Fees, Rates & Charges (CFCCs - Capital Facility Capacity Charges)	7 years		7 years	Yes: Until superseded		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60200

**RECORDS RETENTION SCHEDULE: FINANCE**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Lead Dept.	FIN-20	Special Project Files	When No Longer Required		When No Longer Required			Mag, Ppr		Copies / Draft / Preliminary documents used to accurately administer financial data; GC §60200
Finance / Admin.	FIN-21	State Reports: State Controller's Report, Local Government Compensation Report, etc.	2 years	5 years	7 years			Mag, OD, Ppr	S / I	Yes: After QC & OD Department Preference; GC §60201

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**RECORDS RETENTION SCHEDULE: FINANCE**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
<b>FINANCE / ACCOUNTS PAYABLE</b>										
Finance / Accounts Payable	FIN-22	1099's, 1096- <del>W-9</del>	2 years	5 years	7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §60201(d)(12); 29 USC 436
Finance / Accounts Payable	FIN-23	Accounts Payable Source Records (includes Invoices, Receivers, Travel Expense Reimbursements, Refunds, etc.)	2 years	5 years	7 years	Yes: Until Paid		Mag, Ppr, OD	S / I	Yes: After QC & OD May contain independent contractor's compensation, expense reimbursement, or District credit card records; Meets municipal government auditing standards; Published articles show 3 - 7 years; GC §60201(d)(12)
Finance / Accounts Payable	FIN-24	Bank Statements / Bank Reconciliation / Fiscal Agent Statements, Trustee Statements, Investment Account Statements (Transaction Statements, Wire Transfers, Check Listing Audit Trail, Deposits, Returned Checks, Treasury Statements, Trustee & Investment Statements, etc.)	2 years	5 years	7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; Meets municipal government auditing standards; Published articles show 3 - 7 years; GC §60201, 26 CFR 31.6001-1
Finance / Accounts Payable	FIN-25	Check Registers	2 years	5 years	7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; Statute of Limitations is 4 years; Meets municipal government auditing standards; GC §60201, CCP § 337

**RECORDS RETENTION SCHEDULE: FINANCE**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Accounts Payable	FIN-26	Checks - Canceled (Cashed) or Voided	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	May contain independent contractor's compensation; Statute of Limitations is 4 years; Meets municipal government auditing standards; GC §60201(d)(12), CCP § 337
<a href="#">Finance / Accounts Payable</a>	<a href="#">FIN-53</a>	<a href="#">W-9's</a>	<a href="#">Vendor Inactive + 3 years</a>		<a href="#">Vendor Inactive + 3 years</a>		<a href="#">Mag, Ppr, OD</a>	<a href="#">S / I</a>	<a href="#">Yes: After QC &amp; OD</a>	<a href="#">Meets IRS auditing standards; GC §60201</a>
<b>FINANCE / ACCOUNTS RECEIVABLE</b>										
Finance / Accounts Receivable	FIN-27	Accounts Receivable Source Records / Revenue (All Records and Reports)	2 years	5 years	7 years	Yes: Until Paid	Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Published articles show 3 - 7 years; GC §60201
County	FIN-28	Assessor Property Tax Roll / Sewer Service Charge	2 years	3 years	5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; The District has a 3-year refund limit policy; GC §60201
Finance / Accounts Receivable	FIN-29	Bank Deposits, Daily Banking Report, Cash Receipt Summary, Electronic Payment Report, Host File Summary Reports, Direct Debit Reports	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Published articles show 3 - 7 years; GC §60201
Finance / Accounts Receivable	FIN-30	Escheated Customer Payment Report (Write Offs)	1 year	6 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	All tangible property held by government agencies escheats after 3 years with notice publication.; Statute of Limitations is 1 year for seized property; Meets auditing requirements; CCP §§340(4), 1519; GC §60201

## RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Finance / Accounts Receivable	FIN-31	Manual Billing Adjustments	When No Longer Required		When No Longer Required			Mag, Ppr, OD	S / I	Yes: After QC & OD	Preliminary documents (customer service database is original); GC §60200. 60201 et seq.
Finance / Accounts Receivable	FIN-32	Miscellaneous Monthly Billing	2 years	5 years	7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Meets municipal government auditing standards; Published articles show 3 - 7 years; GC §60201
Finance / Accounts Receivable	FIN-33	Unpaid Debts / Returned Checks (Write-offs)	2 years	5 years	7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Debts are considered discharged when written off; negative credit information remains on credit reports for 7 years; GC §60201(d)(7)

**RECORDS RETENTION SCHEDULE: FINANCE**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
<b>FINANCE / PAYROLL</b>										
Finance / Payroll	FIN-51	1095-C, 1094-C (Employer-Provided Health Insurance Offer and Coverage & Transmittal Form)	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Exceeds IRS Guidance of 3 years; Instructions state "Generally, keep copies of information returns you filed with the IRS or have the ability to reconstruct the data for at least 3 years, from the due date of the returns"; GC §60201 et seq.
Finance / Payroll	FIN-48	CalPERS Annual Reports / Annual Valuation Reports, Actuarial Valuation Reports, Annual Employer Statements	5 years		5 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Retained to meet auditing standards; GC §60201 et seq.
Finance / Payroll	FIN-34	DE-6, DE-7, DE-9 DE-43, W-3, & DE-166, 941 Forms, 1 Quarterly Payroll Tax Returns / OASDI, Federal Tax Deposits, Adjustments, etc.	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; Published articles show permanent; ; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, GC §60201
Finance / Payroll	FIN-52	Employee Reimbursement Disclosure Report	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §§53065.5, 60201 et seq.
Finance / Payroll	FIN-35	Flex Spending Enrollment Forms, Correspondence Files (self-administered purchases, medical expenses, dependent care, prescriptions, etc.)	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Consistent with accounts payable; meets municipal government auditing standards; GC §60201(d)(12)
Finance / Payroll	FIN-36	Garnishments (all records)	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Retained to match other auditing periods; GC §60201

## RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Payroll	FIN-37	Labor Distribution Reports	When No Longer Required		When No Longer Required		Mag, Ppr			Payroll database is the original record; GC §60201
Finance / Payroll	FIN-38	Payroll File (taxes and deduction forms, etc.)	Separation + 7 years		Separation + 7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Retained to match other auditing periods; GC §60201
Finance / Payroll	FIN-39	Payroll Reports (other than Detail Year-End)	7 years		7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Draft / Preliminary documents used to produce final year-end general ledger (financial database is the original); GC §60201
Finance / Payroll	FIN-40	Payroll Reports / W-2 Payroll File (Detail Year-end)	2 years	P	P		Mag, OD, Ppr	S / I	Yes: After QC & OD	For use in reconstructing hours for PERS service for employees; 29 CFR 516.5 - 516.6, GC §60201
Finance / Payroll	FIN-41	PERS Annual Reports	7 years		7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	PERS is OFR; retained to meet auditing standards; GC §60201 et seq.
Finance / Payroll	FIN-42	Timecards (prior to automated system)	7 years		7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference to meet auditing standards; ; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5 & 516.6(c); GC §60201 et seq.
Finance / Payroll	FIN-49	Unemployment Claims	2 years	5 years	7 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Retained to match other auditing periods; GC §60201
Finance / Payroll	FIN-43	W-2 Payroll File (year-end payroll)	P		P		Mag, Ppr, OD	S / I	Yes: After QC & OD	For use in reconstructing hours for PERS service for employees; 29 CFR 516.5 - 516.6, GC §60201

**RECORDS RETENTION SCHEDULE: FINANCE**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Finance / Payroll	FIN-44	W-2's	7 years		7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §60201(d)(12)
Finance / Payroll	FIN-45	W-4's	P		P			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. GC §60201; 26 CFR 31.6001-1
<b>FINANCE / PURCHASING</b>										
Finance / Purchasing	FIN-46	Purchase Orders	2 years	5 years	7 years	Yes: Before Completion	Mag, OD, Ppr		S / I	Yes: After QC & OD No services that require errors and omissions are purchased through Purchase Orders; CCP §337 et seq.; GC §60201 et seq.
Finance / Purchasing	FIN-47	Resource Books/Catalogs	When No Longer Required		When No Longer Required			Ppr / MG		Non-records used for reference; GC § 60201

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
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(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>ADMINISTRATION / GENERAL MANAGER</b>										
GM / District Secretary	GM-01	Affidavits of Postings and Publications / Legal Publication Notices / Public Hearing Notices	P		P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Brown Act challenges must be filed within 30 or 90 days of action; GC §§60201, 54960.1(c)(1)
GM / General Manager	GM-02	Association Records (external associations - e.g., ACSA, CASA, etc.)	When No Longer Required		When No Longer Required		Mag, Ppr, OD	S / I	Yes: After QC & OD	Non-records; GC §60201 et seq.
GM / District Secretary	GM-03	Awards	2 years		2 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60201
GM / General Manager	GM-04	Chron Files: Board Member and President Chair Correspondence	2 years		2 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60201
GM / General Manager	GM-05	Department of Fair Employment & Housing (DFEH or EEOC) Claims that are resolved administratively	Final Disposition + 5 years		Final Disposition + 5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Consistent with other claim retentions (District Counsel handles cases that are not resolved administratively); All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; GC §§12946, 12960, 60201
GM / General Manager	GM-06	General Manager's Reports from Departments and Board Letters	2 years		2 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Administrative value to cover terms of office; GC §60201
Public Information	GM-07	Lobbyist Registration, Lobbying Firm Activity Authorization, and Reporting (FPPC Form 602 / 635)	2 years	5 years	7 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	2 CCR 18615(d), GC §81009(e) and (g)

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER and DISTRICT SECRETARY**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>											
GM / General Manager	GM-09	Organizational / Reorganization Charts and Final Documents (Changes approved by the Board of Directors)	P		P			Mag, OD, Ppr	S	No	GC §60201(D)(1)
GM / General Manager	GM-10	Projects & Issues (Issues and/or projects will vary over time)	When No Longer Required		When No Longer Required	Yes: While Active Issues		Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §60201

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# RECORDS RETENTION SCHEDULE: GENERAL MANAGER and DISTRICT SECRETARY

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>DISTRICT SECRETARY</b>										
GM / District Secretary	GM-11	Agenda Packets / Board Dockets / Board Actions - District Board of Directors, Subcommittees of the Board (Includes Agenda Staff Reports, Annotated Agendas, etc.)	2 years	P	P	Yes: Before Meeting Date	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201
GM / District Secretary	GM-38	Agenda Packets / Integrated Finance Corp. (IFC) Agenda packets (includes Agenda, Staff Reports, Annotated Agenda's etc.)	2 years	P	P	Yes: Before Meeting Date	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201
GM / District Secretary	GM-12	Annexations / Detachments	P		P		Mag, OD, Ppr	S/I	No	GC § 60201
Treasury/ Invest & Cash Mgmt	GM-13	Annual Report from Bond Counsel	10 years		10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60200
GM / District Secretary	GM-14	Bonds / Certificates of Participation (issued by the District)	Cancellat., Redemption or Maturity + 2 years	8 years	Cancellat., Redemption or Maturity + 10 years	Yes: Until Maturity	Mag, OD, Ppr	S / I	No	Statute of Limitations for bonds or coupons is 10 years; There are specific requirements for disposal of unused bonds; CCP 337.5(2); GC §60201
GM / District Secretary or Human Resources	GM-15	Claims & Litigation	Final Disposition	7 years	Final Disposition + 7-years	Yes: Until Final Disposition	Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; Statute of Limitations for most contracts is 4 years; wrongful death for construction is completion + 5 years; CCP §§ 337 et seq.; GC §§ 911.2, 60201
GM / District Secretary	GM-16	Conflict of Interest Code	P		P		Mag, OD, Ppr	S / I	Yes: After QC & OD	GC §60201

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER and DISTRICT SECRETARY**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
GM / District Secretary	GM-17	Deeds, Easements, Conveyances, Condemnations and Property records (property acquisition files, including variances, title insurance and orders of condemnations, conservation easements, etc.)	P		P	Yes (all)	Mag, OD, Ppr	S / I	No	GC §60201(d)(8)
GM / District Secretary	GM-18	District Formation, Mergers, Boundary Changes, Organization or Reorganizations Approved by the Board	P		P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Part of the Agenda Packet, which is maintained permanently; Required for formal changes to the district approved by the Board only; GC §60201
GM / District Secretary	GM-19	District Seal, Logo	P		P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference (historical purposes); GC §60201
GM / District Secretary	GM-20	FPPC 700 Series Forms (Statement of Economic Interests): <b>DESIGNATED EMPLOYEES &amp; CONSULTANTS</b> (specified in the District's Conflict of Interest code) includes Conflict of Interest Statement	7 years		7 years		Mag, OD, Ppr	S / I	Yes: After 2 years	District maintains original statements; GC §81009(e)(g)
GM / District Secretary	GM-21	FPPC 700 Series Forms (Statement of Economic Interests): <b>PUBLIC OFFICIALS</b> (elected & not elected. Includes District Board Members, General Manager)	7 years		7 years		Mag, OD, Ppr	S / I	Yes: After 2 years	Department preference; District maintains copies only; original statements are filed with FPPC; GC §81009(f)(g)
GM / District Secretary	GM-32	FPPC Form 801 (Gift to Agency Report)	7 years		7 years		Mag, Ppr, OD	S / I	Yes: After 2 years	Must post on website; GC §81009(e)&(g)

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER and DISTRICT SECRETARY**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
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<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
GM / District Secretary	GM-33	FPPC Form 802 (Tickets Provided by Agency Report)	7 years		7 years		Mag, Ppr, OD	S / I	Yes: After 2 years	Must post on website for 4 years; GC §81009e&(g)
GM / District Secretary	GM-34	FPPC Form 803 (Behested Payment Report)	7 years		7 years		Mag, Ppr, OD	S / I	Yes: After 2 years	GC §81009(e)&(g)
GM / District Secretary	GM-35	FPPC Form 804 (Agency Report of New Positions)	7 years	P	P		Mag, Ppr, OD	S / I	Yes: After 2 years	Must be retained same period of time as the Conflict of Interest Code, which is adopted by Resolution; 2 CCR 18734(c)
GM / District Secretary	GM-36	FPPC Form 805 (Agency Report of Consultants)	7 years	P	P		Mag, Ppr, OD	S / I	Yes: After 2 years	Must be retained same period of time as the Conflict of Interest Code, which is adopted by Resolution; 2 CCR 18734(c)
GM / District Secretary	GM-37	FPPC Form 806 (Agency Report of Public Official Appointments)	7 years		7 years		Mag, Ppr, OD	S / I	Yes: After 2 years	Must post on website; 2 CCR 18702.5(b)(3); GC §81009e&(g)
GM / District Secretary	GM-22	Historical Records	P		P		Mag, Ppr, OD	S / I	No	District Secretary Determines Historical Significance; GC §60201
GM / District Secretary	GM-23	Legal Opinions	P		P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201
GM / District Secretary	GM-24	Local Area Formation Commission (LAFCO)	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201
GM / District Secretary	GM-25	Minutes: District Board of Directors and Subcommittees (Board of Directors)	2 years	P	P	Yes (all)	Mag, Ppr, OD	S / I	No	GC §60201(d)(3)

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER and DISTRICT SECRETARY**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
GM / District Secretary	GM-39	Minutes: IFC - Integrated Financing Corporation	2 years	P	P	Yes (all)	Mag, Ppr, OD	S / I	No	GC §60201(d)(3)
GM / District Secretary	GM-26	Ordinances (Board of Directors)	2 years	P	P	Yes (all)	Mag, Ppr, OD	S / I	No	GC §60201 et. seq.
GM / District Secretary	GM-40	Ordinances: IFC - Integrated Financing Corporation	2 years	P	P	Yes (all)	Mag, Ppr, OD	S / I	No	GC §60201(d)(3)
GM / District Secretary	GM-30	Public Records Act Requests	3 years		3 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	District preference; CCP §338; GC §60201(d)(5)
GM / District Secretary	GM-27	Resolutions (Board of Directors);	2 years	P	P	Yes (all)	Mag, Ppr, OD	S / I	No	GC §60201 et. seq.
GM / District Secretary	GM-41	Resolutions IFC - Integrated Financing Corporation	2 years	P	P	Yes (all)	Mag, Ppr, OD	S / I	No	GC §60201(d)(3)

**RECORDS RETENTION SCHEDULE: GENERAL MANAGER and DISTRICT SECRETARY**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>											
GM / District Secretary	GM-28.1	Statement of Facts / Registry of Public Agencies (Required of all Public Agencies whenever the Chair changes)	3 years		3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; A statute creates the obligation to file original and updated statements of facts with the California Secretary of State. (Gov. Code, §53051). We recommend retaining a copy of each statement for at least three years after the statement is filed. This corresponds to the statute of limitation for actions based on a statutory violation. (See Code Civ. Proc., §343) GC §60201 et. seq.
GM / District Secretary	GM-28	Subpoenas	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	District preference; CCP§ 583.310; GC §60201
GM / District Secretary	GM-29	Tapes & Recordings (Audio) District Board meetings	60 days, or After Minutes are Approved, whichever is longer		60 days, or After Minutes are Approved, whichever is longer			Tape (Mag), OD			Department Preference; legally required for 30 days (or adoption of the minutes); GC §54953.5(b)

## RECORDS RETENTION SCHEDULE: HOUSEHOLD HAZARDOUS WASTE

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
<b>HOUSEHOLD HAZARDOUS WASTE</b>										
Household Hazardous Waste	HHW-01	Annual Report	5 years	P	P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201
Household Hazardous Waste	HHW-02	Commercial Haulers / Solid Waste: Administration Files / Tonnage Reports	10 years		10 years	Yes: Before Completion	Mag, Ppr, OD	S / I	Yes: After QC & OD	Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §§336(a), 337 et. seq., 14 CCR 18812.4; GC §60201
Household Hazardous Waste	HHW-03	Daily Inspection Forms - Spills, oil, etc) (Completed by a contractor)	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201 et seq.
Household Hazardous Waste	HHW-04	Disposal Receipts / Manifests from HHW Program -- <b>Hazardous Waste / Certificates of Disposal / Waste Generation Reports</b>	5 years	P	P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference (test results for hazardous waste generators are required for 3 years); 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40
Household Hazardous Waste	HHW-05	HHW Customer Registration Forms	3 years		3 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Household Hazardous Waste	HHW-06	Notification of Events	10 years		10 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201 et seq.

## RECORDS RETENTION SCHEDULE: HOUSEHOLD HAZARDOUS WASTE

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference	
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(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Household Hazardous Waste	HHW-07	Small Business Participant Registration	Termination of Participation	10 years	Termination of Participation + 10 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201 et seq.
Household Hazardous Waste	HHW-08	State Operating Permit	5 years	P	P			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201 et seq.

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**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>HUMAN RESOURCES</b>										
Human Resources	HR-01	Applications for Employment or Resumes / Recruitment Files: <b>Solicited:</b> Brochure, advertisement, unsuccessful applications (with or without interviews), selection materials, interview notes, results, Employment Eligibility Verification, etc.	4-3 years		4-3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD EEOC / FLSA / ADEA (Age) statute of limitations is 1-3 years; State Law requires 2 years; Reports & Data used to compile EEO reports are required for 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013((c); 8 CCR §11040.7( c), 29 CFR 1627.3, GC §§12946, 12960, 60201
Human Resources	HR-02	Applications for Employment or Resumes: <b>Unsolicited (no open position)</b> , candidates not hired	3 years		3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; No positions open; therefore not deemed part of District recruitment practices; considered a transitory record not materially impacting the conduct of the public's business; GC §60201
Human Resources	HR-17	Benefits Enrollment Forms (Completed) / Plan Enrollment Forms	Completion + 10 years		Completion + 10 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; GC §§12946, 12960, 60201
Human Resources	HR-03	Billing: COBRA and Retiree Medical	Termination of Service + 7 years		Termination of Service + 7 years	Yes: During Service		Mag, Ppr, OD	S / I	Yes: After QC & OD Retained to cover auditing standards; General rule under ERISA (Employee Retirement Income Security Act) is 7 years; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §60201



**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
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(OFR)										
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Human Resources	HR-04	Cal-OSHA Log 200, Log 300, 301, 301A, etc.	7 years		7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §60201 et seq.; LC §6429c
GM / District Secretary or Human Resources	HR-18	Claims & Litigation / Lawsuits	Final Disposition	7 years	Final Disposition + 7 years	Yes: Until Final Disposition		Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; Statute of Limitations for most contracts is 4 years; wrongful death for construction is completion + 5 years; CCP §§ 337 et seq.; GC §§ 911.2, 60201
Human Resources	HR-21	Claim Reports (Carl Warren)	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; GC §60201
Human Resources	HR-05	Classification and Compensation Studies / Surveys	When No Longer Required		When No Longer Required			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; GC §60201
Human Resources	HR-24	COVID-19 Notifications to Employees	3 years		3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD LC §6409.6(k), GC §34090
Human Resources	HR-22	Department of Fair Employment & Housing (DFEH or EEOC) Claims / <a href="#">Harassment Claims</a> that are resolved administratively	Final Disposition + 5 years		Final Disposition + 5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 2 CCR 11013(c); GC §§12946, 12960, 60201

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference		
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>											
Human Resources	HR-06	DMV Pull Notices (retained in binder)	When Superseded or Upon Separation		When Superseded or Upon Separation			Mag, Ppr, OD	S / I	Yes: After QC & OD	District preference (DMV record that the District considers a non-record used for reference); DMV audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §60201
Human Resources	HR-07	Drug and Alcohol Testing / D.O.T files (ALL Files - Random, Post-Accident & Reasonable Suspicion Tests, refusals, annual summaries, etc.)	2 years	3 years	5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	D.O.T. Requires 5 years for positive tests, refusals, annual summaries, etc, 1 year for negative tests; EEOC / FLSA / ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(1)(v), GC §§12946, 12960, 60201; 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq. 49 CFR 653.71
Human Resources	HR-23	Ethics Training Certificates / Harassment Prevention Training Certificates	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §§53235.2(b), 53237.2(b)
Human Resources	HR-08	Grievances	Final Disposition	7 years	Final Disposition + 7 years	Yes: Before Disposition		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; If a grievance pertains to MOU interpretation, it is memorialized in a Side letter and maintained with the MOU or negotiation binder; All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; 29 CFR 1602.31 & 1627.3(b)(1); GC §§12946, 12960, 60201

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**

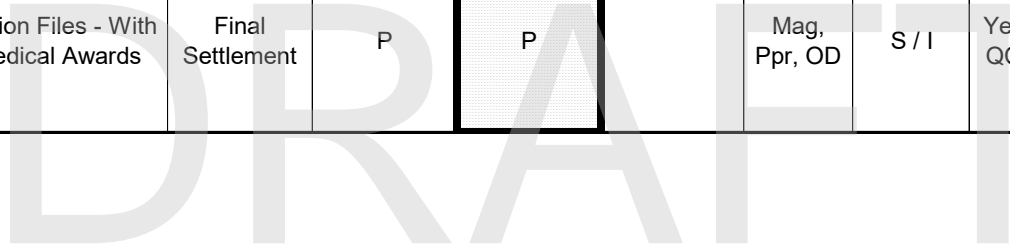
Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
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<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Human Resources	HR-19	I-9s	Date of Hire + 3 years, or Separation + 1 year, whichever is later		Date of Hire + 3 years, or Separation + 1 year, whichever is later			Mag, Ppr, OD	S / I	Yes: After QC & OD Required 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; INA 274A(b)(3); INS Rule 274a.1(b)(2); 8 CFR 274a.2; 29 CFR 1627.3(b)(1); GC §§12946, 12960, 60201
Human Resources	HR-09	Insurance Policy Files - <b>ALL</b> (Property, Liability, Benefits: Deferred Compensation, Health, Eye, Dental, Life Insurance, Workers Compensation, etc) Includes Policies	Plan Termination	P	P	Yes: Before Expiration		Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference to be consistent with District-wide standards; EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 12960, 60201
Human Resources	HR-10	Job Descriptions (on-line)	While Current	P	P	Yes: Before Superseded		Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 8 CCR §11040.7( c), GC §§12946, 12960, 60201
Human Resources	HR-11	Negotiation Binders	25 years		25 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference for use in interpreting provisions of MOUs; GC §60201

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Human Resources	HR-12	Personnel Files (Includes Application, Awards, Disaster Workers Oaths, DMV Reports, Disciplinary Actions, Certifications, Commendations, Employment Verifications, Evaluations, Licenses, Personnel Action Forms, Policy acknowledgements, Waiver of responsibility for voluntary activities, etc. - Excludes Medical Records)	Separation + 10 years		Separation + 10 years	Yes: Until Separation	Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.14; 29 CFR 1602.31 & 1627.3(b)(1), GC §§12946, 12960, 60201; 29 USC 1113; GC §3105; LC §1198.5
Human Resources	HR-13	Personnel Files ( <b>Medical</b> Records, hazmat exposure records, pulmonary tests, vanpool driver Class B medicals, and backgrounds & fingerprint clearances)	P		P	Yes: Until Separation	Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2 29 CFR 1602.14; 29 CFR 1910.1020(d)(1)(i), GC §§12946, 12960, 60201
Human Resources	HR-20	Salary Schedules (Approved)	10 years	P	P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §§12946, 12960, 60201
Human Resources	HR-14	Skelly Notices / Process / Hearings	Separation + 3 years		Separation + 3 years	Yes: Until Separation	Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.31 & 1627.3(b)(1), 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201; 29 USC 1113

**RECORDS RETENTION SCHEDULE: HUMAN RESOURCES**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Human Resources	HR-15	Workers Compensation Files - Regular	Final Settlement	P	P			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2 ; GC §§12946, 12960, 60201
Human Resources	HR-16	Workers Compensation Files - With Future or Lifetime Medical Awards	Final Settlement	P	P			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 8 CCR 15400.2 ; GC §§12946, 12960, 60201



**RECORDS RETENTION SCHEDULE: LABORATORY and PRE-TREATMENT**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>LABORATORY / PRETREATMENT</b>										
Laboratory / Pretreat.	LAB-01	Chemical Hygiene Plans	2 years	28 years	30 years		Mag, OD, Ppr	S/ I	Yes: After QC & OD	Unit preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 14300.33(a); GC §§12946, 12960, 60201
Laboratory / Pretreat.	LAB-02	Chemical Inventory	2 years	28 years	30 years		Mag, OD, Ppr	S/ I	Yes: After QC & OD	Unit preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR §3204(d)(1) et seq., 8 CCR 14300.33(a); GC §§12946, 12960, 60201
Laboratory / Pretreat.	LAB-03	Environmental Agencies / Regulatory Agencies	When No Longer Required - <b>Minimum 10 years</b>		When No Longer Required - <b>Minimum 10 years</b>		Mag, OD, Ppr	S/ I	Yes: After QC & OD	Department Preference; 40 CFR 792.195; GC §60201
Laboratory / Pretreat.	LAB-04	Equipment Calibration	2 years	8 years	10 years		Mag, OD, Ppr	S/ I	Yes: After QC & OD	EPA / Good Laboratory Practice Standards for studies relating to health effects, environmental effects, and chemical fate tests require 10 years for Lab records, raw data, master schedule sheets, protocols, quality assurance inspections, training, experience, job descriptions, maintenance and calibration records and reports; 40 CFR 792.195

**RECORDS RETENTION SCHEDULE: LABORATORY and PRE-TREATMENT**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Laboratory / Pretreat.	LAB-05	Hazardous Waste Manifests	5 years	P	P	Yes: Before Resolution	Mag, OD, Ppr	S/ I	Yes: After QC & OD	Department preference; (District has "cradle to grave" liability); only 3 years is mandated; 22 CCR 66262.40;-GC §60201
Laboratory / Pretreat.	LAB-14	Industrial User Permit Files <b>(Significant) - SIU Permit - Administration File</b>  (Correspondence, Inspections, Sampling, Lab Data, Cost Recovery, Billing / Payments, Compliance / Enforcement, Non-Compliance / Actions / Responses.)	2 years	8 years	10 years		Mag, OD, Ppr	S/ I	Yes: After QC & OD	District preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, , 122.44, 40 CFR 792.195; GC §60201
Laboratory / Pretreat.	LAB-15	Industrial User Permit Files <b>(Significant) - SIU Permit - Permanent File</b>  (BMR Application, Permit, Site Plan, Emergency Spill Prevention Plan)	2 years	P	P		Mag, OD, Ppr	S/ I	Yes: After QC & OD	District preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, , 122.44, 40 CFR 792.195; GC §60201
Laboratory / Pretreat.	LAB-16	Industrial User Permit Files: Special Discharge Permits (Temporary Discharges)	2 years	P	P		Mag, OD, Ppr	S/ I	Yes: After QC & OD	District preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, , 122.44, 40 CFR 792.195; GC §60201
Laboratory / Pretreat.	LAB-17	Industrial User Permit Files <b>(Commercial) - All Records</b>	2 years	3 years	5 years		Mag, OD, Ppr	S/ I	Yes: After QC & OD	District preference; NPDES Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, , 122.44, 40 CFR 792.195; GC §60201

**RECORDS RETENTION SCHEDULE: LABORATORY and PRE-TREATMENT**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Laboratory / Pretreat.	LAB-07	Laboratory Analysis / Chain of Custody (ALL)	2 years	8 years	10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	EPA / Good Laboratory Practice Standards for studies relating to health effects, environmental effects, and chemical fate tests require 10 years for Lab records, raw data, master schedule sheets, protocols, quality assurance inspections, training, experience, job descriptions, maintenance and calibration records and reports; 40 CFR 792.195
Laboratory / Pretreat.	LAB-08	Laboratory Certification / ELAP	2 years	8 years	10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	District preference (consistent with EPA Good Laboratory Practices); GC §60201, 40 CFR 792.195
Laboratory / Pretreat.	LAB-09	Laboratory Log Books, Notebooks, Corrective Action Logs, etc.	2 years	8 years	10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 792.195
Laboratory / Pretreat.	LAB-10	Laboratory Testing Procedures	Superseded	10 years	Superseded + 10 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	40 CFR 792.195
Laboratory / Pretreat.	LAB-11	Manuals - Operation and Maintenance for various equipment	Life of Equipment		Life of Equipment		Mag, OD, Ppr	S / I	Yes: After QC & OD	Administrative value; GC §60201
Operations	LAB-12	NPDES Monitoring Reports	Copies - 2 years		Copies - 2 years		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference ( <b>copies</b> - Operations is the OFR; see OP-10); GC §60200
Laboratory / Pretreat.	LAB-13	Regional Board Pollution Prevention Reports and Audits	When No Longer Required - <b>Minimum 10 years</b>		When No Longer Required - <b>Minimum 10 years</b>		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; 40 CFR 792.195; GC §60201



## RECORDS RETENTION SCHEDULE: MAINTENANCE / FIELD SERVICES

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>											
<b>MAINTENANCE / FIELD SERVICES</b>											
Maint. / Field Services	MNT-01	AQMD Permits	Expiration of Permit + 5 years		Expiration of Permit + 5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Covers various statute of limitations; CCP §337 et. Seq., 40 CFR 70.6; GC §60201
Maint. / Field Services	MNT-20	Collection System Spill Reports (monthly, inter-office, etc.)	Last Corrective Action + 3 years		Last Corrective Action + 3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	3 years is required; 40 CFR 122.41(j)(2)
Maint. / Field Services Or Operations	MNT-03	Customer Issues and Concerns	5 years		5 years	Yes: Before Resolution		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference, Statute of Limitations for public official misconduct is discovery of offense + 4 years ; State and Fed laws is until final disposition of formal complaint; State requires 2 years after action; EVC § 1045, GC §§12946, 12960, 60201; PC §§801.5, 803(c), VC §2547
Maint. / Field Services	MNT-04	Equipment History / Certifications / Repair Orders (Pumps, Pump Stations, Sewer Lift Stations, etc.)	Upon Disposal of Equipment		Upon Disposal of Equipment			Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §60201
Maint. / Field Services	MNT-05	Equipment Inspection Records	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference to be consistent with other records; WC §13263.2(b) et seq.; 40 CFR 122.41(j)(2)
Maint. / Field Services	MNT-06	Equipment Repair Orders (Pumps, Pump Stations, Sewer Lift Stations, etc.)	Upon Disposal of Equipment		Upon Disposal of Equipment			Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §60201

**RECORDS RETENTION SCHEDULE: MAINTENANCE / FIELD SERVICES**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference		
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?	
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>											
Maint. / Field Services	MNT-21	Fixed Gas Detectors / Portable Gas Detectors	4 years		4 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201
Maint. / Field Services	MNT-07	Lab Package Disposal Receipts / Hazardous Waste Manifests / Baseline Equipment Readings and Analysis	5 years	P	P			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Consistent with statute of limitations for employee exposure to hazardous materials (test results for hazardous waste generators are required for 3 years); 40 CFR 262.40, 8 CCR 3204(d)(1)(A), 22 CCR 66262.40
Lead Dept.	MNT-08	Operations and Maintenance Manuals	Upon Disposal of Equipment		Upon Disposal of Equipment			Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §60201
Maint. / Field Services	MNT-15	Pre-Trip Inspections / Daily Vehicle Inspections	2 years		2 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	13 CCR 1234(c); 49 CFR 396.11et seq.; GC§60201
Maint. / Field Services	MNT-09	Self-contained Breathing Apparatus (SCBA)	Expiration of Certificate (minimum 2 years)		Expiration of Certificate (minimum 2 years)			Mag, Ppr, OD	S / I	Yes: After QC & OD	Certificates are issued for 3-5 years; GC §60201 et. seq.
Maint. / Field Services	MNT-18	Smog Inspections	3 years		3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	GC§62010
Maint. / Field Services	MNT-10	Street Sweeping	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference - NPDES records are required for 3 years; 40 CFR §§122.21, 122.41, 122.44

**RECORDS RETENTION SCHEDULE: MAINTENANCE / FIELD SERVICES**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Maint. / Field Services	MNT-16	Underground Service Alerts (USAs) / Dig Alerts, Utility Cuts, etc.	3 years		3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference (required for 3 years); GC §§4216.2(f) & 4216.3(d), 60201
Maint. / Field Services	MNT-17	Vehicle Maintenance History	Life of Equipment or Vehicle + 2 years		Life of Equipment or Vehicle + 2 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference to cover all statute of limitations; If a motor carrier, required for 18 months after vehicle is sold; -CHP requires life of vehicle; OSHA requires 1 year; 8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. seq., 13 CCR 1234(f); GC §60201
Maint. / Field Services	MNT-14	Work Schedules / Assignment Sheets	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD NPDES Permits require work schedules be retained for 5 years; EEOC's basic requirement is 1 year after action; Bureau of National Affairs recommends 2 years for work schedules; 29 CFR 516.6(1), 29 CFR 1602.14, GC § 60201

**RECORDS RETENTION SCHEDULE: MAINTENANCE / FIELD SERVICES**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>MAINTENANCE / COLLECTIONS</b>										
Maint. / Collections	MNT-22	CCTV Collection Line Inspection Tapes / Video Inspections / Video Tapes or Digital Recordings - <b>Regular Inspections</b>	10 years		10 years			Mag		Department Preference (5 year cycles for re-taping); GC §60201 et seq.
Maint. / Collections	MNT-23	Sanitary Sewer Overflows (SSOs)	10 years		10 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; Required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §60201
Maint. / Collections	MNT-24	Sewer System Management Plans (SSMP) and Audits; Sanitary Spills Overflow Prevention Plan (SSOPP) and Sanitary Sewer Overflow Response Plan	Superseded + 5 years		Superseded + 5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; SSOs are required for a minimum of 5 years; 40 CFR 122.41(j)(2); SWRCB Order 2006-03; 40 CFR 122.41(j)(2); GC §60201

## RECORDS RETENTION SCHEDULE: OPERATIONS

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
<b>OPERATIONS</b>										
Operations	OP-01	Biosolids Reports - Monthly, Quarterly, Annual	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; Consistent sewage sludge requirements; WC §13263.2(b) et seq.; 40 CFR 122.41(j)(2)
Operations	OP-21	Centrifuge Logs	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; Consistent sewage sludge requirements; WC §13263.2(b) et seq.; 40 CFR 122.41(j)(2)
Operations	OP-06	Checklists & Daily Plant Reading / Gas Usage / Inspections / Daily Plant Operations Checklists / Reports / Round sheets / Check sheets	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference to be consistent with other records; 40 CFR 122.41(j)(2)
Operations	OP-02	Chemical Usage Logs & Reports / Bills of Lading / Diesel Fuel Logs	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference (Attached to invoices); GC §60201
Lead Dept.	OP-04	Correspondence - <b>Regulatory Agencies</b>	When No Longer Required - <b>Minimum 10 years</b>		When No Longer Required - <b>Minimum 10 years</b>	Yes: While Active Issues		Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201

**RECORDS RETENTION SCHEDULE: OPERATIONS**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
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<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Maint. Or Operations	OP-05	Customer Issues and Concerns	5 years		5 years	Yes: Before Resolution	Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference, Statute of Limitations for public official misconduct is discovery of offense + 4 years ; State and Fed laws is until final disposition of formal complaint; State requires 2 years after action; EVC § 1045, GC §§12946, 12960, 60201; PC §§801.5, 803(e), VC §2517
Lead Dept.	OP-08	Engine Generator Logs / Generator Operation Logs (for <b>fixed / stationary generators</b> )	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	AQMD Rule 1470; GC §60201
Lead Dept.	OP-28	Engine Generator Logs / Generator Operation Logs / Generator Hour Logs (for <b>portable / Emergency generators</b> )	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	AQMD Rule 1470; Form 400-E-13a instructions, GC §60201
Operations	OP-22	Logbook - COP, DEWAT, RWF, ETC. (Regional Board) Lift Station (LS)	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; Consistent sewage sludge requirements; WC §13263.2(b) et seq.; 40 CFR 122.41(j)(2)
	OP-09	MSDS - see District-wide								
Operations	OP-10	NPDES Monitoring Reports	5 years	5 years	10 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference (often, permits are not renewed in a timely manner); Monitoring records required for 3 years; 40 CFR §§122.21, 122.41, 122.44
Lead Dept.	OP-11	Operations and Maintenance Manuals	Upon Disposal of Equipment		Upon Disposal of Equipment		Mag, Ppr			GC §60201

**RECORDS RETENTION SCHEDULE: OPERATIONS**

Office of Record (OFR)	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Operations	OP-12	Process Control Documents / SOPs - Standard Operating Procedures (On line)	Superseded + 5 years		Superseded + 5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference to cover the period of time applicable records are retained; 40 CFR 122.41(j)(2); WC §13263.2(b) et seq
Operations	OP-26	Recycled Water Facility Technical Advisory Committee (TAC) - <b>Agendas / Agenda Packets, Correspondence, etc.</b>	P		P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60200
Operations	OP-27	Recycled Water Facility Technical Advisory Committee (TAC) - <b>Minutes</b>	P		P		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60200
Operations	OP-13	Reports, Charts, Flow Charts, Dissolved Oxygen, NPDES Monitoring, Samples, Studies & Testing (Annual / monthly / daily: Biosolids, calibration, compliance, flow data, meter readings, maintenance, odor surveys, tests, totalizer sheets, strip chart recordings - folding, roll, etc.)	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference to be consistent with sewage sludge; 40 CFR 122.41(j)(2); WC §13263.2(b) et seq
Operations	OP-14	SCADA: Supervisory Control and Data Acquisition	Indefinite		Indefinite		Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7
Operations	OP-15	Sewage Sludge Handling Logs and Weigh Tickets / Reading & Sludge Logs	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	40 CFR 122.41(j)(2); GC §60200
Operations	OP-23	Source Control / FOG (Fats, Oil and Grease) - <b>Cases</b>	Resolution + 3 years		Resolution + 3 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; NPDES Monitoring records required for 3 years; GC §60201

**RECORDS RETENTION SCHEDULE: OPERATIONS**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion)</i>										
Operations	OP-24	Source Control / FOG (Fats, Oil and Grease) - Program	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department preference; NPDES Monitoring records required for 3 years; POTW records of monitoring activities and results will be maintained for the longer of five years, the end of related litigation, or a retention period directed by the EPA Director or Regional Administrator. 40 CFR 403.12(o)(2); GC §60201
Operations	OP-16	State Water Regional Board Log Books / Equipment Hour Readings / Hour Readings with Checklist	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference - NPDES records are required for 3-5 years; 40 CFR §§122.21, 122.41, 122.44
Operations	OP-17	Unauthorized Discharges / Violations	Regional Board Resolution + 3 years		Regional Board Resolution + 3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD NPDES records are required for 3 years; 40 CFR §§122.21, 122.41, 122.44
Operations	OP-18	Weigh Tags for Hauling / Grit Screening ./ Septage Hauling & Discharge Manifests / Reports	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD Department Preference; 40 CFR 122.41(j)(2); WC §13263.2(b) et seq.; GC §60201
Operations	OP-19	Work Schedules / Turnover Logs	5 years		5 years			Mag, Ppr, OD	S / I	Yes: After QC & OD NPDES Permits require work schedules be retained for 5 years; EEOC's basic requirement is 1 year after action; Bureau of National Affairs recommends 2 years for work schedules; 29 CFR 516.6(1), 29 CFR 1602.14, GC § 60201



**RECORDS RETENTION SCHEDULE: PUBLIC INFORMATION**

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
<b>PUBLIC INFORMATION</b>										
Public Information	PI-01	Legislation (Proposed / Background): County, State or Federal Governments	2 years		2 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	GC §60201
Public Information	PI-02	News Clippings	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Non-records
Public Information	PI-03	Newsletters - Customers & Employees (billing inserts, etc.)	10 years	P	P		Mag, OD, Ppr	S / I	Yes: After QC & OD	Department preference for historical purposes; GC §60201
Public Information	PI-04	Organizations, Cities	10 years		10 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Drafts; final photos may become part of a final document; GC §60201
Public Information	PI-05	Photos & Slides / Photo / Video Release Authorizations	10 years		10 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Drafts; final photos may become part of a final document; GC §60201
Public Information	PI-06	Press Releases / Public Information Correspondence	10 years		10 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201
Public Information	PI-07	Resource File / Surveys	5 years		5 years	Yes: While Active Issues	Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201
Public Information	PI-08	Special Projects & Issues (Issues and/or projects will vary over time - e.g. Student Education Program, Safety Fairs, etc.)	10 years		10 years	Yes: While Active Issues	Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; GC §60201
Public Information	PI-09	Videos: Internal & External / Consultant	5 years		5 years		Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; Some are Non-records; GC §60201
Public Information	PI-10	Website Updates	When No Longer Required		When No Longer Required		Mag, Ppr, OD	S / I	Yes: After QC & OD	Drafts; final photos may become part of a final document; GC §60201

## RECORDS RETENTION SCHEDULE: RECORDS MANAGEMENT and INFORMATION TECHNOLOGY

Office of Record	Records Series No.	Records Description	Retention / Disposition						Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan		Destroy Paper after Imaged & QC'd?
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
<b>RECORDS MANAGEMENT</b>										
Records Mgmt.	RM-01	Agreements & Contracts - <b>INFRASTRUCTURE - Architectural, Engineering, JPAs, MOUs and MOAs.</b> Agreement or Contract, Insurance Certificates & Notices of Completion. Agreement or Contract includes all contractual obligations (e.g. RFP, Specifications, Successful Proposal / Scope of Work, and amendments)	Completion	P	P	Yes: Before Completion	Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts are permanent for emergency preparedness; Statute of Limitations is 4 years; 10 years for Errors & Omissions; CCP §§337. 337.1(a), 337.15, 343; GC §60201 et seq.
Records Mgmt.	RM-02	Agreements & Contracts - <b>NON INFRASTRUCTURE - Equipment Purchases, Consulting Services, Leases, Vehicle Purchases, etc.</b> Agreement or Contract, Insurance Certificates & Notices of Completion. Agreement or Contract includes all contractual obligations (e.g. RFP, Specifications, Successful Proposal / Scope of Work, and Amendments, Warranties)	Completion	10 years	Completion + 10 years	Yes: Before Completion	Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Department Preference; Covers E&O Statute of Limitations; Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201 et seq.
Records Mgmt.	RM-03	File Indexes, Lists, Locations, File Management Database		Indefinite	Indefinite	Yes	Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Data is interrelated; GC §§60201, 12168.7
Records Mgmt.	RM-08	Historically Significant Documents		P	P	Yes	Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Department Preference; GC §60201 et seq.
Records Mgmt.	RM-09	Library: Reports, Studies, Environmental, Feasibility, Master Plans, Drawings, CEQA, etc.		P	P	Yes	Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Department Preference; GC §60201 et seq.
Records Mgmt.	RM-04	Property Records: Annexations, Deeds, Easements, Rights of Ways, Title Reports		P	P	Yes	Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Department Preference; GC §60201 et seq.

**RECORDS RETENTION SCHEDULE: RECORDS MANAGEMENT  
and INFORMATION TECHNOLOGY**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Records Mgmt.	RM-05	Records Destruction Lists		P	P		Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Department Preference; GC §60201(b)(1)(B)
Records Mgmt.	RM-10	Records Management Audits	10 years		10 years	Yes	Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Department Preference; GC §60201 et seq.
Records Mgmt.	RM-06	Records Retention Schedules	When Superseded	P	P		Mag, OD, Ppr	S / I	Yes: <u>After QC &amp; OD</u>	Department Preference; GC §60201(b)(1)(B)
Records Mgmt.	RM-07	Vehicle Titles ("Pink Slips")	Upon Sale of the Vehicle		Upon Sale of the Vehicle		Ppr			Given to the new owner upon sale of the vehicle; GC §60201 et seq.

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## RECORDS RETENTION SCHEDULE: RECORDS MANAGEMENT and INFORMATION TECHNOLOGY

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
INFORMATION TECHNOLOGY										
Information Technology	IT-01	Backups - <b>DAILY</b> - All Servers (Incremental / Transactional)	When No Longer Required		When No Longer Required	Yes	Mag			Considered a copy and can be destroyed when no longer required; retention based on administrative value; recycle tapes; GC §60200 et seq.
Information Technology	IT-02	Backups - <b>MONTHLY</b> - All Servers (Full - excludes e-mail - conducted every Friday)		When No Longer Required	When No Longer Required	Yes	Mag			Store off-site in commercial storage for disaster recovery; Considered a copy and can be destroyed when no longer required; retention based on administrative value; recycle tapes; GC §60200 et seq.
Information Technology	IT-03	Backups - <b>WEEKLY</b> - All Servers		When No Longer Required	When No Longer Required	Yes	Mag			Store off-site in commercial storage for disaster recovery; Considered a copy and can be destroyed when no longer required; retention based on administrative value; recycle tapes; GC §60200 et seq.
Lead Dept.	IT-04	CD-R or DVD-R (images from Document Image Management System)	Follows retention for applicable record series		Follows retention for applicable record series	Yes	OD			Optical media must be stored in a safe & separate location; and should be "refreshed" (copied onto new CD-Rs) periodically; GC §60201 et seq.
Lead Dept.	IT-05	Software Licenses / Software and Hardware Manuals	When Superseded or Replaced		When Superseded or Replaced		Mag, Ppr			Department Preference (Preliminary documents); the Lead Department should print out historical documents prior to replacing the data; GC §60200, 60201 et seq.

**RECORDS RETENTION SCHEDULE: RECORDS MANAGEMENT  
and INFORMATION TECHNOLOGY**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
(OFR)										
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>										
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>										
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>										
Information Technology	IT-06	WORM / DVD-r / CD-r / Blue Ray-R or other <b>unalterable media</b> that does not permit additions, deletions, or changes		P	P			OD		For legal compliance for Trustworthy Electronic Records (when the electronic record serves as the official record); GC 60200, 12168.7, EVC 1550, 2 CCR 22620 et seq..

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**RECORDS RETENTION SCHEDULE: SAFETY**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
<b>SAFETY</b>											
Safety	SAF-01	Accident Prevention Files (contains safety correspondence)	When No Longer Required		When No Longer Required			Mag, Ppr, OD	S / I	Yes: After QC & OD	Copies; GC §60200
Safety	SAF-02	Cal-OSHA Inspections & Citations	7 years		7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; Calif. Labor Division is required to keep their records 7 years; OSHA requires 5 years; State law requires 2 years; 8 CCR 14300.33(a); 29 CFR 1904.33, 29 CFR 1904.44; GC §60201 et seq.; LC §6429c
Safety	SAF-10	Confined Space Entries / Hot Work Permits & Logs (Permitted entries into confined spaces such as sewers and storm drains in order to comply with regulations)	2 years		2 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC§60201
Safety	SAF-04	Fixed Gas Detectors / Portable Gas Detectors	3 years		3 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60200
Safety	SAF-03	Investigations: Incidents, Unusual Occurrences or Near Misses	5 years	25 years	30 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60200
Safety	SAF-05	Material Data Safety Sheet (MSDS) / Safety Data Sheets (SDS) Logs / Hazardous Exposures	5 years	25 years	30 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	A record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; 8 CCR 3204(d)(1)(B)(2 and 3) GC §60200

**RECORDS RETENTION SCHEDULE: SAFETY**

Office of Record	Records Series No.	Records Description	Retention / Disposition							Comments / Reference	
			Active (in office)	Inactive (Off-site, OD or Mfr)	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?		
(OFR)											
<i>If the record is not listed here, refer to the Retention for District-Wide Standards.</i>											
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>											
<i>HOLDS: Litigation, complaints, claims, pending public records act requests, audits, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>											
Safety	SAF-11	PHA (Process Hazard Analysis) / Process Safety Information	Life of the Process		Life of the Process			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference (required to be updated and revalidated every 5 years, which are required to be retained for the life of the process); 8 CCR 5189; 19 CCR 2760.2, 29 CFR 1910; GC §60201
Safety	SAF-07	Quarterly Safety Inspections / Correspondence / Logs / Lockout / Tagout	7 years		7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60201 et seq.
Safety	SAF-06	Safety Checks / Pre-Starts / Commercial vehicle Prestarts and Forklift Inspections	14 months		14 months			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; If a motor carrier, required for 3 and 14 months; 49 CFR 396.11(c)(2); 49 CFR 396.21(b)(1); GC §60201
Safety	SAF-08	Safety Committee / Internal Safety Steering Committee / Safety Task Force	7 years		7 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department preference; GC §60201 et seq.
Safety	SAF-09	Safety Training File	Separation + 5 years	5 years	Separation + 10 years			Mag, Ppr, OD	S / I	Yes: After QC & OD	Department Preference; EPA requires 10 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1627.3(b)(1), 40 CFR 792.195; 8 CCR §3204(d)(1) et seq., GC §§12946, 12960, 60201

September 14, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO GENERAL SERVICES CONTRACT IN THE AMOUNT OF \$24,817, FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$178,357, MCCAMPBELL ANALYTICAL, INC., COVID-19 TESTING SERVICES

**Recommendation**

Authorize the General Manager to execute Amendment No. 1 to the general services contract with McCampbell Analytical, Inc. (McCampbell) to provide additional COVID-19 testing services in the amount of \$24,817, for a new total contract amount not to exceed \$178,357.

**Background Information**

The District adopted Policy No. 1081, effective October 25, 2021, requiring all District employees and temporary employees to be vaccinated against COVID-19 by December 1, 2021 to protect the health and safety of employees and members of the public. In implementing this policy, the District is required by law to provide exemptions to the vaccination requirement for staff with bona fide medical reasons or sincerely held religious beliefs, and reasonable accommodations that do not create an undue burden. As part of the exemption review and approval process, regular weekly COVID-19 testing was identified as a reasonable accommodation.

On December 8, 2021, the Board ratified the General Manager's executed general services contract with McCampbell in the amount of \$153,540 to administer onsite COVID-19 tests to employees who were exempt from Policy No. 1081 by means of reasonable accommodation.

**Analysis**

This contract amendment with McCampbell will provide for COVID-19 testing services through September 30, 2022 for employees who are exempted from the vaccination requirement. Beginning on October 1, 2022, the District will switch to use of onsite antigen test kits (i.e., rapid test) to ensure compliance with Policy No. 1081. Cal/OSHA and the California Department of Public Health (CDPH) have approved the use of antigen test kits to identify COVID-19 positive cases.

**Financial Impact**

Sufficient funding for this work is available in the approved FY22/23 Budget.

**Attachment**

None

Reviewed by:



Brian Thomas  
Acting Business Services Director

cc: District File No. BRD.01-ACTS





September 14, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 3 TO GENERAL SERVICES CONTRACT IN THE AMOUNT OF \$30,000, FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$216,399, LIEBERT CASSIDY WHITMORE, LABOR NEGOTIATION SERVICES

**Recommendation**

Authorize the General Manager to execute Amendment No. 3 to the general services contract with Liebert Cassidy Whitmore (LCW) to provide additional labor negotiation services in the amount of \$30,000, for a new total contract amount not to exceed \$216,399.

**Background Information**

On January 14, 2021, the District executed a general services contract with LCW for \$99,999 to provide labor negotiation services on behalf of the District with the Local One AFSCME Council 57 Representation Units (Operations and Maintenance, Professional and Technical) and the Management Association. The Memoranda of Understanding (MOUs) with each of the three bargaining units expired on June 30, 2021.

**Analysis**

Labor negotiations with bargaining units commenced in March 2021 and were originally planned to be completed by December 2021. The Board approved two prior amendments totaling \$86,400 with the expectation that negotiations would be completed in June 2022. Because labor negotiations are still ongoing, staff is recommending this contract amendment for LCW to provide services through October 2022.

**Financial Impact**

Sufficient funding is available for this work in the approved FY22/23 Budget.

**Attachment**

None.

Prepared by:



Brian Thomas  
Acting Business Services Director

cc: Liebert Cassidy Whitmore  
District File No. BRD.01-ACTS



September 14, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AN IMPROVEMENT AGREEMENT WITH SAIKAP INVESTMENTS, LLC IN CONNECTION WITH SEWER SERVICE IMPROVEMENTS SAIKAP INVESTMENTS, LLC IS CONSTRUCTING FOR ITS DELTA FOOD TRUCK COMMISSARY-T.I. PROJECT IN BAY POINT; AND AUTHORIZE GENERAL MANAGER TO ACCEPT THE OFFER OF DEDICATION OF SEWER SERVICE IMPROVEMENTS AFTER VERIFYING COMPLIANCE WITH DISTRICT CODE AND IMPROVEMENT AGREEMENT REQUIREMENTS FOLLOWING THE ONE-YEAR MAINTENANCE PERIOD

### **Recommendations**

- 1) Authorize the General Manager to execute an agreement with Saikap Investment, LLC (Saikap) in connection with sewer service improvements Saikap is constructing for its Delta Food Truck Commissary-T.I. Project in Bay Point, CA.
- 2) Authorize the General Manager to accept the offer of dedication of sewer service improvements after verifying compliance with District Code and Improvement Agreement requirements following the one-year maintenance period.

### **Background Information**

The Delta Food Truck Commissary-T.I. Project primarily consists of conversion of an existing trucking company yard into a food storage, food truck wash structure, and food truck parking spaces. This property is located near the intersection of Nichols Road and Port Chicago Highway in Bay Point, CA within the parcel known as APN 099-040-015.

### **Analysis**

In order to provide sanitary sewer service to Delta Food Truck Commissary-T.I. Project, Saikap will need to replace the existing sewer lateral and install a new manhole at the point of connection to District facilities. The District requires Saikap to enter into an Improvement Agreement (attached) for these sanitary sewer improvements, which the District will own and maintain upon completion of the one-year maintenance period. Improvement plans for the required manhole and sewer lateral replacement have been prepared in conformance with District standards. A copy of the plans is available for review at the District's office.

### **Financial Impact**

Saikap is solely responsible for the costs associated with the Delta Food Truck Commissary-T.I. Project. In addition, Saikap will be assessed the appropriate Capital Facilities Capacity Charge and Sewer Service Charge for this development.

### **Attachment**

Draft Improvement Agreement – Saikap Investments, LLC

Reviewed by: \_\_\_\_\_



Thanh Vo  
Acting Engineering Services Director

cc: District File No. BRD.01-ACTS



## IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into as of this day of \_\_\_\_\_, 2022 (“Effective Date”), by and between Saikap Investments, LLC, (“Owner”) and Delta Diablo, a California special district (“District”). Owner and the District are sometimes referred to herein together as the “Parties,” and each as a “Party.”

### Recitals

A. In connection with the development of certain real property located at 555 Nichols Road, in the unincorporated Bay Point area and commonly referred to as Assessor’s Parcel Nos. 099-040-015 (the “Subject Property”), the Owner is required to construct certain sanitary sewer improvements (the “Sanitary Sewer Improvements”) described and depicted in Owner’s plans titled “Delta Food Truck Commissary-T.I.,” and dated “June 14, 2022” (the “Improvement Plans”), a copy of which have been provided to the District and which are incorporated herein and made a part hereof by this reference.

B. Portions of the Sanitary Sewer Improvements, specifically one manhole, are proposed to be constructed on District facilities in the public right of way.

C. Owner wishes to proceed with the development of the Subject Property, and, in connection with that development, the construction of the Sanitary Sewer Improvements. The District is willing to allow Owner to proceed with construction of the Sanitary Sewer Improvements in accordance with the terms of this Agreement.

### Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement commences on the Effective Date, and it expires upon District’s acceptance of the offer of dedication of the Sanitary Sewer Improvements following the expiration of the one-year maintenance period under Section 5 and completion of any corrective work identified during the maintenance period.

2. Construction of Improvements.

(a) Owner, at Owner’s sole cost and expense, shall complete, in a good and workmanlike manner, the Sanitary Sewer Improvements, as designated in the Improvement Plans. The District’s General Manager, or designee, (“General Manager”) has reviewed and approved the Improvement Plans in accordance with Section 2.04.040 of the District Code. A final map shall include all necessary offers of dedication of sanitary sewer easements required for the Sanitary Sewer Improvements that will be offered for dedication to the District. Provided, however, if Owner’s development is not subject to a final map that includes an offer of dedication of sanitary sewer easements for the Sanitary Sewer Improvements, then, for any Sanitary Sewer Improvements not within the public right of way, in accordance with Section 2.04.050 of the District Code prior to District’s issuance of a permit to construct said Sanitary Sewer Improvements, Owner shall dedicate easements to the District by executing and delivering to the District an irrevocable offer of

dedication, in recordable form and on a form reasonably acceptable to the General Manager. And further provided, that sanitary sewer improvements located in the public right of way do not require an offer of dedication of an easement for those improvements.

(b) Owner shall ensure that all Sanitary Sewer Improvements are designed and constructed in accordance with the District Code and the District's Standards Specifications ("District Standards"), and the Improvement Plans. If there is any conflict between the District Standards and the Improvement Plans, the more restrictive provision shall govern.

(c) Owner shall make any changes or modifications to the Sanitary Sewer Improvements that the General Manager determines to be necessary (i) to comply with the District Standards, (ii) in connection with unanticipated conditions in the field affecting the construction or location of the Sanitary Sewer Improvements, or (iii) to resolve any potential conflicts with other utilities. Owner shall be solely responsible for any and all costs to implement said changes and modifications.

(d) Prior to commencing construction of the Sanitary Sewer Improvements, Owner shall deliver to the General Manager good and sufficient performance and payment bonds, using the bond forms attached hereto and incorporated herein as Exhibit A, in the sum of the District Engineer's estimate of the cost for constructing the Sanitary Sewer Improvements, to guarantee payment for and faithful performance of the construction of the Sanitary Sewer Improvements and any repairs or replacement of facilities during the one-year maintenance period under Section 5.

### 3. Completion of Work; Notification by District.

(a) Owner shall complete construction of the Sanitary Sewer Improvements under the inspection of, and to the satisfaction of, the General Manager. Owner agrees that the Sanitary Sewer Improvements shall not be deemed complete until determined by the General Manager. Upon the General Manager's determination that the Sanitary Sewer Improvements, and any necessary modifications or changes thereto, have been completed in accordance with the Improvement Plans, the District Standards, and the terms of this Agreement, the General Manager will provide Owner a written acknowledgment of completion ("Completion Notice"). Within 10 days after receiving the Completion Notice, Owner shall provide District, at no cost to the District, a set of as-built plans and drawings for the Sanitary Sewer Improvements.

(b) Neither the Completion Notice, nor any periodic or progress inspection or approval by any person, shall be construed as requiring the District to accept the Sanitary Sewer Improvements for maintenance or otherwise prior to the expiration of the one-year maintenance period in Section 5, nor shall it constitute a waiver of any other breach of this Agreement, including but not limited to the requirement that the Owner complete or correct any portion of the Sanitary Sewer Improvements that are later determined to be defectively completed.

4. Fees. Owner shall pay to the District any and all applicable plan check fees, inspection fees, permit fees, connection fees, capacity charges, and other fees required by the District. Owner agrees that all such fees and charges are non-refundable. Owner shall be responsible for paying sewer service charges in accordance with the District Code requirements.

5. Maintenance of Improvements. Owner shall be responsible for maintaining and repairing the Sanitary Sewer Improvements for a period of one year following the date the General Manager delivers the Completion Notice to Owner. During this one-year period, Owner shall repair or replace, to the satisfaction of the General Manager, any defective work or labor done, or any defective materials furnished. If the General Manager determines that Owner has complied with the terms of this Agreement in all respects, following the expiration of the one-year maintenance period, the General Manager will (a) notify Owner in writing that the Owner's contractual duty to construct and maintain the improvements has been satisfied, and (b) cause the Sanitary Sewer Improvements, and any easements in which they or a portion of them are located, to be considered for acceptance, which may require a discretionary approval by District's Board of Directors.

6. Encroachment Permit Required. Owner shall be responsible for obtaining any required encroachment permit from Contra Costa County to construct that portion of the Sanitary Sewer Improvements within the County's public right of way.

7. Notices to the Public and to the District.

(a) At all times until the end of the one-year maintenance period under Section 5, Owner shall give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of any portions of the Sanitary Sewer Improvements within the road right of way, and to protect the traveling public from such defective or dangerous conditions.

(b) Owner shall ensure that it or its contractors, agents, or representatives give notice to the District at least seventy-two (72) hours before beginning the construction of the required Sanitary Sewer Improvements, and Owner shall furnish the District with all access and information District requires to inspect the construction of the Sanitary Sewer Improvements.

8. Right of Entry. Owner hereby grants to the District, its officers, employees, agents, and representatives an irrevocable permission to enter upon the Subject Property and all lands in which the Sanitary Sewer Improvements are constructed (other than public right of way) for the purpose of inspecting the Sanitary Sewer Improvements. If any Sanitary Sewer Improvements are located within any easement on lands owned by a third party, Owner shall ensure that the owners of said lands grant a right of entry to the District for the purposes described in this section. Each right of entry shall be irrevocable and shall remain in effect until the District accepts Owner's offer of dedication for the Sanitary Sewer Improvements in accordance with Section 5.

9. Failure to Maintain Improvements; Default.

(a) In the event Owner, or Owner's officers, employees, contractors, or agents (i) fail to comply with any of the provisions of this Agreement, (ii) fail to prosecute the work with such diligence as to ensure its timely completion, (iii) fail to maintain the Sanitary Sewer Improvements for the required one-year period, (iv) or refuse or fail to construct the Sanitary Sewer Improvements in accordance with the Improvement Plans, the District Standards, or this Agreement, then Owner shall be in default of this Agreement and the General Manager will notify Owner in writing of such default. Such notice shall specify the default and shall demand that the same be remedied within such reasonable period of time as is set forth in the notice, such period having been determined by

the District; provided, however, that the reasonable period of time shall not exceed one hundred and twenty (120) calendar days.

(b) In the event of the failure of the Owner to comply with any demand made pursuant to Section 9(a), the District may, in addition to all other legal remedies available, after not less than ten (10) business days prior written notice to Owner, terminate all rights of the Owner to complete the construction or maintain the Sanitary Sewer Improvements for the required one-year period and elect to complete construction, repair or replace any defects in the work, or cause to have same completed on behalf of and at the expense of the Owner. This right of the District is permissive and shall not be construed as requiring the District to terminate the rights of the Owner to complete the construction or maintain the Sanitary Sewer Improvements for the required one-year period. Any notice given under this Section 9(b) shall be in addition to, and separate from, any notice that may be given pursuant to Section 9(a). In such a case, and if the District completes the construction or repairs or replaces any defects in the work or causes same to be completed on behalf of and at the expense of the Owner, the District shall be entitled to recover from Owner, or from any security provided by the Owner, its actual cost of completing said Sanitary Sewer Improvements. Owner's obligations under this Section 9(b) shall survive the expiration of this Agreement.

10. Indemnification and Insurance.

(a) Owner shall be solely responsible for any accident, loss, damage, or injury, including death, as well as claims for property damage, that may arise in the course of constructing and maintaining the Sanitary Sewer Improvements until those improvements are accepted by the District in accordance with Section 5.

(b) To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the District, its officers, employees, contractors, agents, and representatives (collectively, "Indemnitees") from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage, and any and all related penalties, deficiencies, fines, orders, judgments, actions, suits, judicial or administrative proceedings, injunctive or other relief, expenses and charges (including attorneys' fees and court costs), attorney's fee awards, and penalties (collectively, "Liabilities") that arise from or are connected with the negligence or willful misconduct of Owner, its officers, employees, contractors, subcontractors, agents, representatives in connection with the design, construction, maintenance, repair, replacement, or modification of the Sanitary Sewer Improvements. Owner's obligations under this Section shall exist regardless of whether or not the District has prepared, supplied, inspected, or approved of the Improvement Plans or the Sanitary Sewer Improvements relating thereto, and regardless of whether or not insurance policies may be determined to be applicable to any of such damages or claims for damages. The requirements of this Section 10(b) shall survive the expiration of this Agreement.

(c) Owner shall maintain, and shall require its contractor constructing the Sanitary Sewer Improvements to maintain, the following policies of insurance, which shall remain in effect until the Sanitary Sewer Improvements are accepted by the District:

(1) General liability insurance on an occurrence basis, with a policy limit of at least \$2,000,000 per occurrence and in the aggregate, covering claims for property damage, and death or injury to persons.

(2) Workers' compensation insurance with a policy limit that satisfies the requirements of state law.

(3) Automobile liability insurance, if not included in the general liability insurance policy, covering owned and non-owned automobiles with a policy limit of at least \$1,000,000 per occurrence and in the aggregate for claims of bodily injury and property damage.

(d) Within five (5) days after the Effective Date, Owner shall provide the District certificates of insurance for all of Owner's policies of insurance required under Section 9(c). Prior to the construction of the Sanitary Sewer Improvements, Owner shall provide the District certificates of insurance for Owner's contractor's policies of insurance required under Section 9(c). The certificate of insurance for each general liability insurance policy must provide that the District, its officers, employees, and representatives are additional insureds under said policy. Within ten days after any policy renewal, Owner shall provide the District a new certificate of insurance for that policy.

11. Pollution Liability. Owner shall indemnify, defend, and hold harmless Indemnitees from any Liabilities, including cleanup and remediation costs, arising from sanitary sewer overflows from the Sanitary Sewer Improvements or from District facilities affected or modified by the Sanitary Sewer Improvements, where the sanitary sewer overflows commence to occur prior to the District's acceptance of the Sanitary Sewer Improvements. The requirements of this Section 11 shall survive the expiration of this Agreement.

12. Determination of District Conclusive. The determination by the District of the question as to whether any of the terms of this Agreement or the plans, specifications and/or standards set forth herein have been violated, or have not been performed satisfactorily, shall be conclusive upon the Owner, and any and all parties who may have any interest in the contract or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the District under applicable laws and regulations.

13. No Third-Party Beneficiaries; Agreement Binding on Successors in Interest. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement. The obligations of Owner hereunder shall not be exonerated or voided by any sale, transfer, or assignment by Owner of all or any portion of Owner's interest in or to the Subject Property and/or the Sanitary Sewer Improvements, and shall continue to bind Owner. All such obligations are also the joint and several obligations of each such purchaser, transferee, or assignee until such obligations are fully satisfied and to this extent the provisions of this Agreement relating to the construction of said Sanitary Sewer Improvements are intended to bind, and do bind the heirs, executors, administrators, grantees, and successors in interest of Owner. This Agreement shall run with the real property until the obligations created by this Agreement are fully satisfied. Owner shall ensure that any agreement to sell any portion of the Subject Property shall contain language substantially similar to the language found in this section.

14. Notices. Any notice, demand, request, consent, approval, or communication that either Party desires to give to the other Party shall be in writing and either served personally during the recipient's business hours, sent by overnight carrier for next business day delivery with all delivery charges prepaid, or sent by First Class U.S. Mail, and addressed as follows:

Owner: Kanwar Singh  
Saikap Investments, LLC  
555 Nichols Road  
Bay Point, CA 94565

District: Delta Diablo  
Attn: General Manager  
2500 Pittsburg-Antioch Highway  
Antioch, CA 94509

A notice, demand, request, consent, approval, or communication shall be deemed given immediately if personally delivered, on the next business day if sent by overnight carrier, and on the fifth day after mailing if sent by U.S. Mail. A Party may change its address for notices under this Agreement by giving written notice to the other Party in accordance with this Section.

15. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the parties with respect to the subject of this Agreement. The Parties acknowledge that no representations, inducements, promises, or statements, oral, or otherwise, related to the exchange have been made by any of the parties, or by anyone acting on behalf of the parties, that are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in this Agreement shall be valid or binding.

16. Construction. The section headings and captions of this Agreement are, and the arrangement of this Agreement is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

17. Severability. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18. Waiver. A waiver of breach of any obligation under any provision in this Agreement shall not be deemed a waiver of any other obligation under any provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.



19. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

[Remainder of page left blank. Signatures on next page(s).]

DRAFT

The Parties have executed this Agreement as of the Effective Date first set forth above.

**DELTA DIABLO**

**OWNER**

By: \_\_\_\_\_  
Vincent De Lange  
General Manager

By: \_\_\_\_\_  
Kanwar Singh  
Saikap Investments, LLC

By: \_\_\_\_\_  
[Name]  
[Title]

**[Attach notary acknowledgement for Owner's signature(s).]**

Exhibit  
Exhibit A – Performance and Payment Bonds

DRAFT

**EXHIBIT A**

**BOND OF FAITHFUL PERFORMANCE**

**Bond No.** \_\_\_\_\_  
**Premium** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of Delta Diablo, a public entity, Contra Costa County, State of California, as Obligee, has entered into an Improvement Agreement with \_\_\_\_\_, a \_\_\_\_\_, as Principal, to authorize Principal to construct certain Sanitary Sewer Improvements in connection with Principal's development of certain real property.

WHEREAS, said Principal is required under the terms of said Improvement Agreement to furnish a bond for the faithful performance of said Sanitary Sewer Improvements:

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the Delta Diablo in the penal sum of \_\_\_\_\_ dollars (in words) (\$ \_\_\_\_\_ (in numbers)), lawful money of the United States, being not less than one hundred (100) percent of the contract cost to construct the Sanitary Sewer Improvements, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, it or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements said Improvement Agreement and any alterations made as therein provided, on it or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Delta Diablo, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Improvement Agreement, the above obligation in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), being not less than one hundred (100) percent of the cost to construct the Sanitary Sewer Improvements, shall hold good during the completion of said Sanitary Sewer Improvements, and, for a period of one (1) year after the date of completion of said Work as documented in written acknowledgement of completion by Obligee to Principal, for necessary repairs and replacements of said Work. During the above specified periods, if Principal, it or its heirs, executors, administrators, successors, or assigns shall fail to satisfactorily complete the Sanitary Sewer Improvements, or make full, complete and satisfactory repair and replacements of said Sanitary Sewer Improvements, or totally protect the said Delta Diablo from loss or damage made evident during said periods and resulting from or caused by defective materials or faulty workmanship in the prosecution of the Work done, the above obligation in said sum of \_\_\_\_\_ dollars (in words) \_\_\_\_\_ remain in full force and virtue otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Improvement Agreement, or to the Work.

In the event the Delta Diablo, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said Delta Diablo or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (Owner, Company Name): \_\_\_\_\_  
Authorized Representative: (Print Name): \_\_\_\_\_  
Authorized Representative (Signature): \_\_\_\_\_  
Authorized Representative (Title): \_\_\_\_\_

(Company Seal)

Surety (Company Name): \_\_\_\_\_  
Authorized Representative: (Print Name): \_\_\_\_\_  
Authorized Representative (Signature): \_\_\_\_\_  
Authorized Representative (Title): \_\_\_\_\_

(Surety's Seal)

**The Surety shall have an AM Best rating of A:VII or better.**

*(The Owner's signature shall be notarized by a Public Notary registered in the State of California. The attached certificate shall be completed and submitted with the Bond of Faithful Performance in addition to a copy of the Surety's Power of Attorney.)*



**CERTIFICATE OF  
ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary  
*Date* *Name*

Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of the Contractor), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature, Notary Public

## PAYMENT BOND

**Bond No.** \_\_\_\_\_

**Premium** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of Delta Diablo, a public entity, Contra Costa County, State of California, as Obligee, has entered into an Improvement Agreement with

\_\_\_\_\_, a \_\_\_\_\_, as Principal, to authorize Principal to construct certain Sanitary Sewer Improvements in connection with Principal's development of certain real property.

WHEREAS, said Principal is required to furnish a bond in connection with said Improvement Agreement, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, \_\_\_\_\_ the Principal and, as Surety, are held and firmly bound unto the Delta Diablo in the penal sum \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) lawful money of the United States, being not less than one hundred (100) percent of the cost to construct the Sanitary Sewer Improvements, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 3247, et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Improvement Agreement.

And, further, that the obligations of Principal and Surety hereunder shall remain in effect during completion of the Sanitary Sewer Improvements, and for a period of one (1) year after the date of completion of said Work as documented in written acknowledgement of completion by Obligee to Principal; and said obligations include, but are not limited to, payment for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of repairs to or replacements of said Sanitary Sewer Improvements, or for any work or labor thereon of any kind, during said one (1) year period following completion of the Sanitary Sewer Improvements.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_ 20\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (Owner, Company Name): \_\_\_\_\_  
Authorized Representative: (Print Name): \_\_\_\_\_  
Authorized Representative (Signature): \_\_\_\_\_  
Authorized Representative (Title): \_\_\_\_\_

(Company Seal)

Surety (Company Name): \_\_\_\_\_  
Authorized Representative: (Print Name): \_\_\_\_\_  
Authorized Representative (Signature): \_\_\_\_\_  
Authorized Representative (Title): \_\_\_\_\_

(Surety's Seal)

**The Surety shall have an AM Best rating of A:VII or better.**

*(The Owner's signature shall be notarized by a Public Notary registered in the State of California. The attached certificate shall be completed and submitted with the Payment Bond in addition to a copy of the Surety's Power of Attorney.*

**CERTIFICATE OF  
ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary  
*Date* *Name*

Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of the Contractor), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature, Notary Public



September 14, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AN IMPROVEMENT AGREEMENT WITH ALVES LANE, L.P. IN CONNECTION WITH SEWER SERVICE IMPROVEMENTS ALVES LANE, L.P. IS CONSTRUCTING FOR ITS ALVES LANE APARTMENTS PROJECT IN BAY POINT; AND AUTHORIZE GENERAL MANAGER TO ACCEPT THE OFFER OF DEDICATION OF SEWER SERVICE IMPROVEMENTS AFTER VERIFYING COMPLIANCE WITH DISTRICT CODE AND IMPROVEMENT AGREEMENT REQUIREMENTS FOLLOWING THE ONE-YEAR MAINTENANCE PERIOD

**Recommendations**

- 1) Authorize the General Manager to execute an agreement with Alves Lane, L.P. in connection with sewer service improvements Alves Lane, L.P. is constructing for its Alves Lane Apartments Project in Bay Point, CA.
- 2) Authorize the General Manager to accept the offer of dedication of sewer service improvements after verifying compliance with District Code and Improvement Agreement requirements following the one-year maintenance period.

**Background Information**

The Alves Lane Apartments Project primarily consists of construction of three to four-story, affordable housing with 100 units located along Alves Lane west of Bailey Road in Bay Point, CA within the parcels known as APNs 093-100-059-0 and 093-100-060-8.

**Analysis**

In order to provide sanitary sewer service to Alves Lane Apartments, Alves Lane, L.P. will need to extend the public sewer main in Alves Lane by installing approximately 472 feet of 8-inch diameter public sewer main and two manholes. The District requires Alves Lane, L.P. to enter into an Improvement Agreement (attached) for these sanitary sewer improvements, which the District will own and maintain upon completion of the one-year maintenance period. Improvement plans for the required extension and related infrastructure have been prepared in conformance with District standards. A copy of the plans is available for review at the District's office.

**Financial Impact**

Alves Lane, L.P. is solely responsible for the costs associated with the Alves Lane Apartment Project. In addition, Alves Lane, L.P. will be assessed the appropriate Capital Facilities Capacity Charge and Sewer Service Charge for this development.

**Attachment**

Draft Improvement Agreement – Alves Lane, L.P.

Reviewed by: \_\_\_\_\_



Thanh Vo  
Acting Engineering Services Director

cc: District File No. BRD.01-ACTS



## IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into as of this day of \_\_\_\_\_, 2022 (“Effective Date”), by and between Alves Lane, L.P., (“Owner”) and Delta Diablo, a California special district (“District”). Owner and the District are sometimes referred to herein together as the “Parties,” and each as a “Party.”

### Recitals

A. In connection with the development of certain real property located at 544-594 Alves Lane, in the unincorporated Bay Point area and commonly referred to as Assessor’s Parcel Nos. 093-100-059-0 and 093-100-060-8 (the “Subject Property”), the Owner is required to construct certain sanitary sewer improvements (the “Sanitary Sewer Improvements”) described and depicted in Owner’s plans titled “Alves Lane Apartments,” and dated “June 27, 2022” (the “Improvement Plans”), a copy of which have been provided to the District and which are incorporated herein and made a part hereof by this reference.

B. Portions of the Sanitary Sewer Improvements, specifically 427 feet of 8-inch diameter PVC sewer main and two manholes in Alves Lane, are proposed to be constructed on District facilities in the public right of way.

C. Owner wishes to proceed with the development of the Subject Property, and, in connection with that development, the construction of the Sanitary Sewer Improvements. The District is willing to allow Owner to proceed with construction of the Sanitary Sewer Improvements in accordance with the terms of this Agreement.

### Agreement

NOW, THEREFORE, the Parties agree as follows:

1. Term. The term of this Agreement commences on the Effective Date, and it expires upon District’s acceptance of the offer of dedication of the Sanitary Sewer Improvements following the expiration of the one-year maintenance period under Section 5 and completion of any corrective work identified during the maintenance period.

2. Construction of Improvements.

(a) Owner, at Owner’s sole cost and expense, shall complete, in a good and workmanlike manner, the Sanitary Sewer Improvements, as designated in the Improvement Plans. The District’s General Manager, or designee, (“General Manager”) has reviewed and approved the Improvement Plans in accordance with Section 2.04.040 of the District Code. A final map shall include all necessary offers of dedication of sanitary sewer easements required for the Sanitary Sewer Improvements that will be offered for dedication to the District. Provided, however, if Owner’s development is not subject to a final map that includes an offer of dedication of sanitary sewer easements for the Sanitary Sewer Improvements, then, for any Sanitary Sewer Improvements not within the public right of way, in accordance with Section 2.04.050 of the District Code prior to District’s issuance of a permit to construct said Sanitary Sewer Improvements, Owner shall

dedicate easements to the District by executing and delivering to the District an irrevocable offer of dedication, in recordable form and on a form reasonably acceptable to the General Manager. And further provided, that sanitary sewer improvements located in the public right of way do not require an offer of dedication of an easement for those improvements.

(b) Owner shall ensure that all Sanitary Sewer Improvements are designed and constructed in accordance with the District Code and the District's Standards Specifications ("District Standards"), and the Improvement Plans. If there is any conflict between the District Standards and the Improvement Plans, the more restrictive provision shall govern.

(c) Owner shall make any changes or modifications to the Sanitary Sewer Improvements that the General Manager determines to be necessary (i) to comply with the District Standards, (ii) in connection with unanticipated conditions in the field affecting the construction or location of the Sanitary Sewer Improvements, or (iii) to resolve any potential conflicts with other utilities. Owner shall be solely responsible for any and all costs to implement said changes and modifications.

(d) Prior to commencing construction of the Sanitary Sewer Improvements, Owner shall deliver to the General Manager good and sufficient performance and payment bonds, using the bond forms attached hereto and incorporated herein as Exhibit A, in the sum of the District Engineer's estimate of the cost for constructing the Sanitary Sewer Improvements, to guarantee payment for and faithful performance of the construction of the Sanitary Sewer Improvements and any repairs or replacement of facilities during the one-year maintenance period under Section 5.

3. Completion of Work; Notification by District.

(a) Owner shall complete construction of the Sanitary Sewer Improvements under the inspection of, and to the satisfaction of, the General Manager. Owner agrees that the Sanitary Sewer Improvements shall not be deemed complete until determined by the General Manager. Upon the General Manager's determination that the Sanitary Sewer Improvements, and any necessary modifications or changes thereto, have been completed in accordance with the Improvement Plans, the District Standards, and the terms of this Agreement, the General Manager will provide Owner a written acknowledgment of completion ("Completion Notice"). Within 10 days after receiving the Completion Notice, Owner shall provide District, at no cost to the District, a set of as-built plans and drawings for the Sanitary Sewer Improvements.

(b) Neither the Completion Notice, nor any periodic or progress inspection or approval by any person, shall be construed as requiring the District to accept the Sanitary Sewer Improvements for maintenance or otherwise prior to the expiration of the one-year maintenance period in Section 5, nor shall it constitute a waiver of any other breach of this Agreement, including but not limited to the requirement that the Owner complete or correct any portion of the Sanitary Sewer Improvements that are later determined to be defectively completed.

4. Fees. Owner shall pay to the District any and all applicable plan check fees, inspection fees, permit fees, connection fees, capacity charges, and other fees required by the District. Owner agrees that all such fees and charges are non-refundable. Owner shall be responsible for paying sewer service charges in accordance with the District Code requirements.

5. Maintenance of Improvements. Owner shall be responsible for maintaining and repairing the Sanitary Sewer Improvements for a period of one year following the date the General Manager delivers the Completion Notice to Owner. During this one-year period, Owner shall repair or replace, to the satisfaction of the General Manager, any defective work or labor done, or any defective materials furnished. If the General Manager determines that Owner has complied with the terms of this Agreement in all respects, following the expiration of the one-year maintenance period, the General Manager will (a) notify Owner in writing that the Owner's contractual duty to construct and maintain the improvements has been satisfied, and (b) cause the Sanitary Sewer Improvements, and any easements in which they or a portion of them are located, to be considered for acceptance, which may require a discretionary approval by District's Board of Directors.

6. Encroachment Permit Required. Owner shall be responsible for obtaining any required encroachment permit from Contra Costa County to construct that portion of the Sanitary Sewer Improvements within the County's public right of way.

7. Notices to the Public and to the District.

(a) At all times until the end of the one-year maintenance period under Section 5, Owner shall give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of any portions of the Sanitary Sewer Improvements within the road right of way, and to protect the traveling public from such defective or dangerous conditions.

(b) Owner shall ensure that it or its contractors, agents, or representatives give notice to the District at least seventy-two (72) hours before beginning the construction of the required Sanitary Sewer Improvements, and Owner shall furnish the District with all access and information District requires to inspect the construction of the Sanitary Sewer Improvements.

8. Right of Entry. Owner hereby grants to the District, its officers, employees, agents, and representatives an irrevocable permission to enter upon the Subject Property and all lands in which the Sanitary Sewer Improvements are constructed (other than public right of way) for the purpose of inspecting the Sanitary Sewer Improvements. If any Sanitary Sewer Improvements are located within any easement on lands owned by a third party, Owner shall ensure that the Owners of said lands grant a right of entry to the District for the purposes described in this section. Each right of entry shall be irrevocable and shall remain in effect until the District accepts Owner's offer of dedication for the Sanitary Sewer Improvements in accordance with Section 5.

9. Failure to Maintain Improvements; Default.

(a) In the event Owner, or Owner's officers, employees, contractors, or agents (i) fail to comply with any of the provisions of this Agreement, (ii) fail to prosecute the work with such diligence as to ensure its timely completion, (iii) fail to maintain the Sanitary Sewer Improvements for the required one-year period, (iv) or refuse or fail to construct the Sanitary Sewer Improvements in accordance with the Improvement Plans, the District Standards, or this Agreement, then Owner shall be in default of this Agreement and the General Manager will notify Owner in writing of such default. Such notice shall specify the default and shall demand that the same be remedied within

such reasonable period of time as is set forth in the notice, such period having been determined by the District; provided, however, that the reasonable period of time shall not exceed one hundred and twenty (120) calendar days.

(b) In the event of the failure of the Owner to comply with any demand made pursuant to Section 9(a), the District may, in addition to all other legal remedies available, after not less than ten (10) business days prior written notice to Owner, terminate all rights of the Owner to complete the construction or maintain the Sanitary Sewer Improvements for the required one-year period and elect to complete construction, repair or replace any defects in the work, or cause to have same completed on behalf of and at the expense of the Owner. This right of the District is permissive and shall not be construed as requiring the District to terminate the rights of the Owner to complete the construction or maintain the Sanitary Sewer Improvements for the required one-year period. Any notice given under this Section 9(b) shall be in addition to, and separate from, any notice that may be given pursuant to Section 9(a). In such a case, and if the District completes the construction or repairs or replaces any defects in the work or causes same to be completed on behalf of and at the expense of the Owner, the District shall be entitled to recover from Owner, or from any security provided by the Owner, its actual cost of completing said Sanitary Sewer Improvements. Owner's obligations under this Section 9(b) shall survive the expiration of this Agreement.

10. Indemnification and Insurance.

(a) Owner shall be solely responsible for any accident, loss, damage, or injury, including death, as well as claims for property damage, that may arise in the course of constructing and maintaining the Sanitary Sewer Improvements until those improvements are accepted by the District in accordance with Section 5.

(b) To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the District, its officers, employees, contractors, agents, and representatives (collectively, "Indemnitees") from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage, and any and all related penalties, deficiencies, fines, orders, judgments, actions, suits, judicial or administrative proceedings, injunctive or other relief, expenses and charges (including attorneys' fees and court costs), attorney's fee awards, and penalties (collectively, "Liabilities") that arise from or are connected with the negligence or willful misconduct of Owner, its officers, employees, contractors, subcontractors, agents, representatives in connection with the design, construction, maintenance, repair, replacement, or modification of the Sanitary Sewer Improvements. Owner's obligations under this Section shall exist regardless of whether or not the District has prepared, supplied, inspected, or approved of the Improvement Plans or the Sanitary Sewer Improvements relating thereto, and regardless of whether or not insurance policies may be determined to be applicable to any of such damages or claims for damages. The requirements of this Section 10(b) shall survive the expiration of this Agreement.

(c) Owner shall maintain, and shall require its contractor constructing the Sanitary Sewer Improvements to maintain, the following policies of insurance, which shall remain in effect until the Sanitary Sewer Improvements are accepted by the District:

(1) General liability insurance on an occurrence basis, with a policy limit of at least \$2,000,000 per occurrence and in the aggregate, covering claims for property damage, and death or injury to persons.

(2) Workers' compensation insurance with a policy limit that satisfies the requirements of state law.

(3) Automobile liability insurance, if not included in the general liability insurance policy, covering owned and non-owned automobiles with a policy limit of at least \$1,000,000 per occurrence and in the aggregate for claims of bodily injury and property damage.

(d) Within five (5) days after the Effective Date, Owner shall provide the District certificates of insurance for all of Owner's policies of insurance required under Section 9(c). Prior to the construction of the Sanitary Sewer Improvements, Owner shall provide the District certificates of insurance for Owner's contractor's policies of insurance required under Section 9(c). The certificate of insurance for each general liability insurance policy must provide that the District, its officers, employees, and representatives are additional insureds under said policy. Within ten days after any policy renewal, Owner shall provide the District a new certificate of insurance for that policy.

11. Pollution Liability. Owner shall indemnify, defend, and hold harmless Indemnitees from any Liabilities, including cleanup and remediation costs, arising from sanitary sewer overflows from the Sanitary Sewer Improvements or from District facilities affected or modified by the Sanitary Sewer Improvements, where the sanitary sewer overflows commence to occur prior to the District's acceptance of the Sanitary Sewer Improvements. The requirements of this Section 11 shall survive the expiration of this Agreement.

12. Determination of District Conclusive. The determination by the District of the question as to whether any of the terms of this Agreement or the plans, specifications and/or standards set forth herein have been violated, or have not been performed satisfactorily, shall be conclusive upon the Owner, and any and all parties who may have any interest in the contract or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the District under applicable laws and regulations.

13. No Third-Party Beneficiaries; Agreement Binding on Successors in Interest. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement. The obligations of Owner hereunder shall not be exonerated or voided by any sale, transfer, or assignment by Owner of all or any portion of Owner's interest in or to the Subject Property and/or the Sanitary Sewer Improvements, and shall continue to bind Owner. All such obligations are also the joint and several obligations of each such purchaser, transferee, or assignee until such obligations are fully satisfied and to this extent the provisions of this Agreement relating to the construction of said Sanitary Sewer Improvements are intended to bind, and do bind the heirs, executors, administrators, grantees, and successors in interest of Owner. This Agreement shall run with the real property until the obligations created by this Agreement are fully satisfied. Owner shall ensure that any agreement to sell any portion of the Subject Property shall contain language substantially similar to the language found in this section.

14. Notices. Any notice, demand, request, consent, approval, or communication that either Party desires to give to the other Party shall be in writing and either served personally during the recipient's business hours, sent by overnight carrier for next business day delivery with all delivery charges prepaid, or sent by First Class U.S. Mail, and addressed as follows:

Owner: Meta Housing Corporation  
11150 West Olympic Boulevard, Suite 620  
Los Angeles, CA 90064

District: Delta Diablo  
Attn: General Manager  
2500 Pittsburg-Antioch Highway  
Antioch, CA 94509

A notice, demand, request, consent, approval, or communication shall be deemed given immediately if personally delivered, on the next business day if sent by overnight carrier, and on the fifth day after mailing if sent by U.S. Mail. A Party may change its address for notices under this Agreement by giving written notice to the other Party in accordance with this Section.

15. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes any and all other prior agreements and all negotiations leading up to the execution of this Agreement, whether oral or in writing, between the parties with respect to the subject of this Agreement. The Parties acknowledge that no representations, inducements, promises, or statements, oral, or otherwise, related to the exchange have been made by any of the parties, or by anyone acting on behalf of the parties, that are not embodied or incorporated by reference herein, and further agree that no other covenant, representation, inducement, promise, or statement not set forth in this Agreement shall be valid or binding.

16. Construction. The section headings and captions of this Agreement are, and the arrangement of this Agreement is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

17. Severability. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be unlawful and void, the validity of the remaining portions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

18. Waiver. A waiver of breach of any obligation under any provision in this Agreement shall not be deemed a waiver of any other obligation under any provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.

19. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one and the same instrument.

[Remainder of page left blank. Signatures on next page(s).]

DRAFT



The Parties have executed this Agreement as of the Effective Date first set forth above.

**DELTA DIABLO**

**OWNER**

By: \_\_\_\_\_  
Vincent De Lange  
General Manager

By: \_\_\_\_\_  
[Name]  
[Title]

By: \_\_\_\_\_  
[Name]  
[Title]

**[Attach notary acknowledgement for Owner's signature(s).]**

Exhibit  
Exhibit A – Performance and Payment Bonds

DRAFT

**EXHIBIT A**

**BOND OF FAITHFUL PERFORMANCE**

**Bond No.** \_\_\_\_\_  
**Premium** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of Delta Diablo, a public entity, Contra Costa County, State of California, as Obligee, has entered into an Improvement Agreement with \_\_\_\_\_, a \_\_\_\_\_, as Principal, to authorize Principal to construct certain Sanitary Sewer Improvements in connection with Principal's development of certain real property.

WHEREAS, said Principal is required under the terms of said Improvement Agreement to furnish a bond for the faithful performance of said Sanitary Sewer Improvements:

NOW, THEREFORE, we, the Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto the Delta Diablo in the penal sum of \_\_\_\_\_ dollars (in words) (\$ \_\_\_\_\_ (in numbers)), lawful money of the United States, being not less than one hundred (100) percent of the contract cost to construct the Sanitary Sewer Improvements, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal, it or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements said Improvement Agreement and any alterations made as therein provided, on it or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Delta Diablo, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Improvement Agreement, the above obligation in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), being not less than one hundred (100) percent of the cost to construct the Sanitary Sewer Improvements, shall hold good during the completion of said Sanitary Sewer Improvements, and, for a period of one (1) year after the date of completion of said Work as documented in written acknowledgement of completion by Obligee to Principal, for necessary repairs and replacements of said Work. During the above specified periods, if Principal, it or its heirs, executors, administrators, successors, or assigns shall fail to satisfactorily complete the Sanitary Sewer Improvements, or make full, complete and satisfactory repair and replacements of said Sanitary Sewer Improvements, or totally protect the said Delta Diablo from loss or damage made evident during said periods and resulting from or caused by defective materials or faulty workmanship in the prosecution of the Work done, the above obligation in said sum of \_\_\_\_\_ dollars (in words) \_\_\_\_\_ remain in full force and virtue otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Improvement Agreement, or to the Work.

In the event the Delta Diablo, or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said Delta Diablo or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (Owner, Company Name): \_\_\_\_\_  
Authorized Representative: (Print Name): \_\_\_\_\_  
Authorized Representative (Signature): \_\_\_\_\_  
Authorized Representative (Title): \_\_\_\_\_

(Company Seal)

Surety (Company Name): \_\_\_\_\_  
Authorized Representative: (Print Name): \_\_\_\_\_  
Authorized Representative (Signature): \_\_\_\_\_  
Authorized Representative (Title): \_\_\_\_\_

(Surety's Seal)

**The Surety shall have an AM Best rating of A:VII or better.**

*(The Owner's signature shall be notarized by a Public Notary registered in the State of California. The attached certificate shall be completed and submitted with the Bond of Faithful Performance in addition to a copy of the Surety's Power of Attorney.)*



**CERTIFICATE OF  
ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary  
*Date* *Name*

Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of the Contractor), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature, Notary Public

## PAYMENT BOND

**Bond No.** \_\_\_\_\_

**Premium** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Directors of Delta Diablo, a public entity, Contra Costa County, State of California, as Obligee, has entered into an Improvement Agreement with

\_\_\_\_\_, a \_\_\_\_\_, as Principal, to authorize Principal to construct certain Sanitary Sewer Improvements in connection with Principal's development of certain real property.

WHEREAS, said Principal is required to furnish a bond in connection with said Improvement Agreement, providing that if said Principal, or any of it or its subcontractors, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, we, \_\_\_\_\_ the Principal and, as Surety, are held and firmly bound unto the Delta Diablo in the penal sum \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) lawful money of the United States, being not less than one hundred (100) percent of the cost to construct the Sanitary Sewer Improvements, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, it or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Act of the Legislature of the State of California entitled "An Act to secure the payment of persons who furnished materials, contractors in the performance of such work and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, (Calif. Civil Code Sec. 3247, et seq.), and provided that the persons, companies, or corporations so furnishing said materials, provisions, or other supplies, teams, appliances, or power to be used in, upon for, or about the performance of the work contracted to be executed or performed, or any person, power for or contributing to said Work to be done, or any person who performs work or labor upon same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to any amount not exceeding the amount herein above set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above-mentioned statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Improvement Agreement, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the Improvement Agreement.

And, further, that the obligations of Principal and Surety hereunder shall remain in effect during completion of the Sanitary Sewer Improvements, and for a period of one (1) year after the date of completion of said Work as documented in written acknowledgement of completion by Obligee to Principal; and said obligations include, but are not limited to, payment for any materials, provisions, or other supplies or teams used in, upon, for or about the performance of repairs to or replacements of said Sanitary Sewer Improvements, or for any work or labor thereon of any kind, during said one (1) year period following completion of the Sanitary Sewer Improvements.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal (Owner, Company Name): \_\_\_\_\_  
Authorized Representative: (Print Name): \_\_\_\_\_  
Authorized Representative (Signature): \_\_\_\_\_  
Authorized Representative (Title): \_\_\_\_\_

(Company Seal)

Surety (Company Name): \_\_\_\_\_  
Authorized Representative: (Print Name): \_\_\_\_\_  
Authorized Representative (Signature): \_\_\_\_\_  
Authorized Representative (Title): \_\_\_\_\_

(Surety's Seal)

**The Surety shall have an AM Best rating of A:VII or better.**

*(The Owner's signature shall be notarized by a Public Notary registered in the State of California. The attached certificate shall be completed and submitted with the Payment Bond in addition to a copy of the Surety's Power of Attorney.*



**CERTIFICATE OF  
ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary  
*Date* *Name*

Public, personally appeared \_\_\_\_\_ (insert name(s) and title(s) of the officer(s) signing on behalf of the Contractor), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Signature, Notary Public

September 14, 2022

RECEIVE FOURTH QUARTER FISCAL YEAR 2021/2022 DISTRICT INVESTMENT REPORT

**Recommendation**

Receive Fourth Quarter Fiscal Year 2021/2022 (FY21/22) District Investment Report.

**Background Information**

The purpose of this Investment Report (Quarterly Schedule of Cash and Investments) is to provide the Board with an update of the District's investment portfolio as of June 30, 2022, in accordance with the District's Investment Policy, which was adopted on February 12, 2020. The Investment Report includes a summary of portfolio composition and performance, and other key investment and cash flow information.

The Policy includes the following primary investment portfolio objectives (in priority order): 1) safety of the principal invested, 2) sufficient liquidity to meet ongoing cash flow requirements, and 3) a return (or yield) on investments that exceeds the state of California's Local Agency Investment Fund (LAIF) yield and is comparable to the six-month U.S. Treasury yield.

**Analysis**

The District's total Cash and Investments as of June 30, 2022, was \$96.9 million, including \$34.7 million (36%) in cash, \$56.9 million (59%) in LAIF, and \$5.3 million (5%) in the California Asset Management Program (CAMP), which is a California Joint Powers Authority (JPA) established in 1989 to provide public agencies with professional investment services. This represents an increase of \$11.3 million from the quarter ending March 31, 2022, and an increase of \$14.5 million from last year's balance during the same period of \$82.4 million. The Cash and Investments balance fluctuates from quarter to quarter primarily due to the timing of service charges, receipt of loan proceeds, and disbursement of debt service and/or large construction project progress payments.

At the recommendation of the District's investment advisor (PFM), the District has invested a total of \$5.3 million in CAMP. The District's Investment Policy includes the ability to use the CAMP pool to provide further diversification of invested funds, as it is a permitted short-term cash reserve portfolio for all local agencies under Government Code Section 53601(p) and supports planned short-term cash flow needs for capital projects.

Cash on deposit with Wells Fargo Bank is used for operating purposes. Because the interest earned is used to offset the Wells Fargo service fees, the Wells Fargo balance is excluded from the investment yield calculation. For the quarter ending June 30, 2022, LAIF had an effective yield of 0.75%, while CAMP had a yield of 0.82%. The blended yield for the quarter was 0.8%, which is an increase from the blended yield of 0.5% for the quarter ending March 31, 2022. This blended yield was on par with the target rate-of-return for the overall portfolio, which was designed to exceed LAIF and be comparable to the six-month Treasury Bill rate, which was 2.51% as of June 30, 2022. It should be noted that current economic conditions have resulted in





Treasury Bill rates that higher than historic trends which account for the significant deviation from the blend yield of the District's investment funds.

**Financial Impact**

In FY20/21, annual investment earnings contributed approximately \$242,000 (or 0.5%) to the District's total revenue of \$52.1 million. LAIF investments and deposits are made in such a way as to realize the maximum return consistent with safe and prudent fund management. The rate of return is maintained on a consistent level that is representative of current market yield direction, which fluctuates based on several factors including those taken by the Federal Reserve. Staff will continue to monitor yields and implement strategies within the Policy to maximize yields in support of fiscal stewardship.

**Attachment**

Quarterly Schedule of Cash and Investments as of June 30, 2022

Reviewed by:



\_\_\_\_\_  
Brian Thomas  
Acting Business Services Director

cc: District File No. FIN.12-REP



**Delta Diablo**  
**Quarterly Schedule of Cash and Investments Ending June 30, 2022**

DESCRIPTION OF SECURITY	CUSIP NUMBER	SECURITY TYPE	COUPON RATE	MATURITY DATE	INVESTED AMOUNT	% OF TOTAL INVESTMENTS	PAR VALUE	MARKET VALUE	Quarterly Yield	PRICING SOURCE
<b><u>FUNDS SUBJECT TO INVESTMENT POLICY</u></b>										
<b><i>Cash Accounts</i></b>										
Cash - Wells Fargo			N/A	N/A	\$ 32,485,736.23	33.51%	\$ 32,485,736.23	\$ 32,485,736.23	See note (1)	
Cash - Cash Held at the County			N/A	N/A	2,226,257.39	2.30%	2,226,257.39	2,226,257.39		
Cash - Petty Cash			N/A	N/A	600.00	0.00%	600.00	600.00		
Cash and Cash Equivalents-MUFG-US Bank			N/A	N/A	1,544.22	0.00%	1,544.22	1,544.22		
				<b>Total Cash</b>	<b>\$ 34,714,137.84</b>	<b>35.81%</b>	<b>\$ 34,714,137.84</b>	<b>\$ 34,714,137.84</b>		
<b><i>Investment</i></b>										
LAIF:										
County Treasurer-Capital Exp Project Funds		Public Agency Pool	N/A	N/A	\$ 78,396.89	0.08%	\$ 78,396.89	\$ 77,387.56	0.750%	LAIF
District/Integrated Finance		Public Agency Pool	N/A	N/A	56,836,552.44	58.63%	56,836,552.44	56,104,805.36	0.750%	LAIF
California Asset Management Program (CAMP)		Short-term Cash Portfolio	N/A	N/A	5,304,130.34	5.47%	5,304,130.34	5,304,130.34	0.820%	CAMP
				<b>Total Investments:</b>	<b>\$ 62,219,079.67</b>	<b>64.19%</b>	<b>\$ 62,219,079.67</b>	<b>\$ 61,486,323.26</b>		
				<b>Grand Total</b>	<b>\$ 96,933,217.51</b>	<b>100.00%</b>	<b>\$ 96,933,217.51</b>	<b>\$ 96,200,461.10</b>		

NOTE: This is the information required by Government Code Section 53646 (6).  
All report information is unaudited but due diligence was utilized in its preparation with the most current information available.  
(1) Interest earned (earnings credit) on account balance is used to offset banking fees and charges for Wells Fargo account.

**COMPLIANCE STATEMENT:**

I certify that this report reflects all District investments and is in conformity with the Investment Policy of Delta Diablo.  
A copy of the investment policy is available at the Administrative building.  
The Investment Program provides sufficient cash flow liquidity to meet the next six (6) months expenditure requirements.

  
 \_\_\_\_\_  
 Anika Lyons  
 Finance Manager

## ITEM G

September 14, 2022

ACCEPT REPORTS ON ACTUARIAL VALUATION AS OF JUNE 30, 2022, OTHER POST-EMPLOYMENT BENEFITS FUND AND ACTUARIAL REPORT REGARDING FINANCIAL IMPACT OF PROPOSED RETIREE MEDICAL BENEFIT CHANGES PURSUANT TO GOVERNMENT CODE SECTION 7507

### **Recommendation**

Accept reports on actuarial valuation as of June 30, 2022 for Other Post-Employment Benefits (OPEB) Fund and actuarial report regarding impact of proposed retiree medical benefit changes pursuant to California Government Code Section 7507.

### **Background Information**

The District began reporting OPEB obligations in its audited financial statements for Fiscal Year 2008/2009 (FY08/09). The calculated Unfunded Actuarial Accrued Liability (UAAL) was \$8,844,000 as of June 30, 2008. At its December 2009 meeting, the Board of Directors authorized District participation in a qualified OPEB Trust Fund administered by Public Agency Retirement Services (PARS), which has higher earnings potential compared to District reserves and resulted in a reduced UAAL. In February 2010, the District's OPEB Trust Funding Policy (OPEB Policy) was adopted by the Board, which states the District's intent to fully fund OPEB obligations, based on actuarial valuations calculated at least biennially. The UAAL was \$8,320,000 in FY09/10. In FY10/11, District employees began contributing to the OPEB Trust Fund pursuant to the Delta Diablo Retiree Health Funding Plan adopted by the Board on July 14, 2010. Currently, employee contributions are 3.0% of their salary. The District has met, and in most years exceeded, its funding obligations under the OPEB Policy by contributing more than the Actuarially Determined Contribution (ADC) for several years. The ADC is composed of the District's portion of Total Normal Costs, which are the cost of benefits accrued for active employees during the year, and the amortization of the UAAL. Total Normal Costs are funded by both District and employee contributions.

The District is actively engaged in labor negotiations with the Local One AFSCME Council 57 Representation Units (Operations and Maintenance [O&M], Professional and Technical [P&T]) and the Management Association (MA). The District has reached a tentative agreement with the P&T and MA bargaining units on a proposal that will alter the costs of retiree healthcare benefits. The O&M unit is considering the same proposal.

### **Analysis**

*Actuarial Valuation as of June 30, 2022 for OPEB Trust Fund:* Bartel Associates, LLC (Bartel) has prepared a biennial actuarial valuation report for the District, consistent with the OPEB Policy requirements, that is based on information as of June 30, 2022 regarding the District's current active employees and retirees who are eligible for retiree medical benefits. Medical premiums are based on participants' actual selected medical plans. This actuarial valuation will be the basis future financial reporting and the calculated ADC will be incorporated into the budget development process for the next two fiscal years (FY23/24-FY24/25).



The actuarial study includes a number of changed assumptions and adjustments based on actual District experience from the previous valuation, which resulted in a UAAL that is lower than the projection included in the previous valuation by \$282,000 (27%). There are several factors that affect the UAAL, including medical premiums, investment rate of returns, active employee and retiree demographics, and contributions. These factors also directly impact the District's OPEB liability funding status, which is currently at 96% as compared to 88% as of June 30, 2020. The current actuarial report projects that the District's OPEB liability will be fully funded in 15 years. The calculated ADC amounts for FY22/23 and FY23/24 are \$426,000 and \$457,000, respectively.

*Actuarial Report regarding Financial Impact of Proposed Retiree Medical Benefit Changes Pursuant to GC Section 7507:* California Government Code Section 7507 requires that governmental agencies obtain the services of an actuary to provide a statement of the future costs of proposed retiree healthcare benefit changes, including the Normal Cost and the Actuarial Accrued Liability, before authorizing such a benefit change. Bartel has conducted the required analysis on behalf of the District based on current active employees and retiree information as of June 30, 2022, and prepared the required statement of future costs associated with the proposed retiree healthcare benefit changes (refer to attachment). In summary, the proposed benefit changes result in a reduction to the District's future UAAL and ADC.

**Financial Impact**

Sufficient funding is available in the approved FY22/23 Budget to meet the District's ADC funding obligation.

**Attachment**

Government Code Section 7507 Statement prepared by Bartel Associates, LLC

Reviewed by: \_\_\_\_\_



Brian Thomas  
Acting Business Services Director

cc: District File No. BRD.01-ACTS





September 8, 2022

Anika Lyons  
Finance Manager  
**Delta Diablo**  
2500 Pittsburg-Antioch Highway  
Antioch, CA 94509-1373

**Re: Proposed Retiree Medical Plan Benefit Change**

Dear Ms. Lyons:

Delta Diablo (District) has requested that Bartel Associates, LLC provide an actuarial opinion regarding the impact of proposed changes related to retiree healthcare benefits in order to comply with California Government Code Section 7507. Section 7507 requires governmental agencies:

- Obtain an actuarial statement of the impact of retiree healthcare benefit changes on future annual costs, including the Normal Cost and the Actuarial Accrued Liability, before authorizing the benefit change.
- Provide this information at a public meeting at least two weeks prior to the adoption of the benefit change. The adoption of the benefit change should not be placed on a consent calendar.
- Have the actuary present at the public meeting if the future annual costs of the benefit change exceed 0.5% of the future annual costs of the current plan.
- Have an agency representative with the responsibilities of chief executive officer acknowledge in writing that he or she understands the future annual cost impact of the benefit change.

**Current Benefits**

Benefits differ for pre and post 2009 District hires.

*Hired before 1/1/09 – Tier 1*

Employees who retire directly from the District are eligible for benefits. The District pays CalPERS premiums up to the greater of the PEMHCA<sup>1</sup> Kaiser and Blue Shield Access+ Region 1 Basic family premiums for any coverage elected (single, 2-party, or family). For 2022, the cap is \$2,901.63.

*Hired on or after 1/1/09 – Tier 2*

Employees who retire directly from the District with 5 years of District service are eligible for benefits. The District cap is a percentage of the greater of (1) Tier 1 cap, and (2) the California Government Code Section 22893 “100/90 amount”

- The percentage is based on all years of CalPERS service:
  - For service retirees, the percentage starts at 50% with 10 years of CalPERS service, increasing 5% for each additional year of CalPERS service, and reaches 100% after 20 years of CalPERS service.
  - The percentage is 100% for disability retirees regardless of years of service.
- The 100/90 amount is a weighted average of the 4 PEMHCA State premiums with the highest enrollment, with 100% of the single coverage average premium and 90% of the additional 2-party or family coverage premiums. For 2022, the 100/90 amounts are:

Single	2-Party	Family
\$ 816	\$ 1,548	\$ 1,983

All employees, regardless of hire date, contribute 3% of PERSable base pay. Employee contributions are suspended when the plan is 100% funded and reinstated when it is less than 95% funded.

<sup>1</sup> CalPERS medical program: Public Employees’ Medical and Hospital Care Act.



## Proposed Benefits

Benefits would differ for current employees and future hires. There are no changes for current retirees.

### Current Employees

There are no changes to the Tier 1 benefit; the Tier 2 cap will change to the 100/90 formula with the percentage applied (i.e. the Tier 2 cap will not depend on the Tier 1 cap). Employee contributions for Tier 1 and Tier 2 (3% of PERSable base pay) will be required regardless of the plan funded status.

### Future Hires

Future hires will receive the PEMHCA minimum benefit at retirement, which is currently \$149 per month, and will increase annually by CalPERS based on the medical component of CPI. Future hires will not pay employee contributions.

## Analysis

The impact of the benefit change is first calculated on current employees, and then a projection is provided to include the impact on both current and future employees. Our analysis is based on the District as a whole (i.e. includes all employee groups).

### Current Employees

The table below shows the estimated impact on the District's June 30, 2022 Actuarial Obligations and the 2023/24 Actuarially Determined Contribution based on the June 30, 2022 actuarial valuation.

Assumptions used in that valuation are summarized in the full actuarial valuation report and include a 5.75% discount rate, which represents the expected long-term net rate of return on OPEB trust assets.

### Impact of Proposed Benefit Change (Amounts in \$000's)

	Current Benefit	Proposed Benefit	Change	Percent Change
■ Present Value of Projected Benefits (PVB)	\$25,609	\$25,032	\$(577)	(2.3)%
■ Funded Status				
• Actuarial Accrued Liability (AAL)	19,257	19,101	(156)	(0.8)%
• Actuarial Value of Assets (AVA)	<u>18,480</u>	<u>18,480</u>	<u>-</u>	=
• Unfunded Actuarial Accrued Liability (UAAL)	777	621	(156)	(20.1)%
• Funded Percentage	96.0%	96.7%	0.7%	0.7%
■ Actuarially Determined Contribution (ADC)				
• District Normal Cost	\$361	\$326	\$(35)	(9.7)%
• Amortization of UAAL	<u>65</u>	<u>50</u>	<u>(15)</u>	<u>(23.1)%</u>
• Actuarially Determined Contribution	427	376	(51)	(11.9)%
■ Projected Payroll	9,620	9,620	-	0.0%
■ ADC as a Percent of Projected Payroll	4.4%	3.9%	(0.5)%	(11.9)%

The **Present Value of Projected Benefits (PVB)** is the present value of expected benefits for active employees and retirees on the valuation date. If the OPEB trust has assets equal to the PVB, it would be sufficient to pay for all benefits for active employees and retirees on the valuation date if all actuarial assumptions are realized. The proposed benefit change would decrease PVB on June 30, 2022 by \$577,000.



The **Actuarial Accrued Liability (AAL)** is the portion of the PVB allocated to past District service. This is generally considered the funding target at any point in time. The proposed benefit change would decrease the AAL on June 30, 2022 by \$156,000.

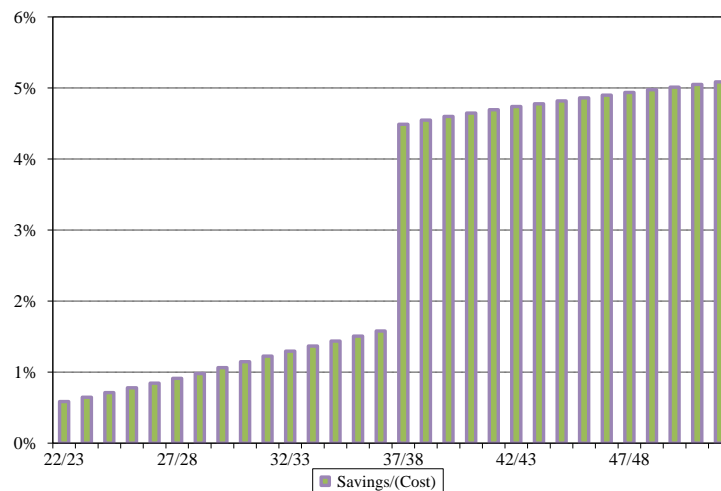
The **Actuarial Value of Assets (AVA)** is smoothed market value of assets with asset gains and losses spread over five years to mitigate the effect of market fluctuations on District contributions.

The **Unfunded Actuarial Accrued Liability (UAAL)** is the difference between the AAL and AVA. The proposed benefit change would decrease the UAAL by \$156,000, the same change as for the AAL. The **Funded Percentage** is the portion of the AAL that is funded by the AVA. The proposed benefit change would increase the projected Funded Percentage on June 30, 2022 from 96.0% to 96.7%.

The **Actuarially Determined Contribution (ADC)** consists of the District Normal Cost (net of employee contributions) plus an amount to amortize the Unfunded Actuarial Accrued Liability. The Normal Cost is the cost of benefits deemed earned or accrued in a given year. The District decided to amortize the June 30, 2008 Unfunded Actuarial Accrued Liability over 30 years. As of June 30, 2022, there are 15 years remaining. The proposed benefit change is expected to reduce the District's ADC by \$50,000 or about 0.5% of projected employee payroll.

#### *Current and Future Employees*

As future employees with lower benefits replace current employees, there will be further cost savings to the District. Additionally, the District's net (of employee contributions) Normal Cost will be offset by the additional employee contributions from current employees after the plan is expected to reach 100% funding in 15 years. The projected total District cost savings, as measured by the ADC as a percentage of projected payroll, is as follows:



#### **Conclusion**

The District's actuarial cost would decrease due to the proposed benefit changes. Furthermore, since there are District cost savings for each of the 3 District employee groups, there will be District cost savings even if not all groups agreed to the benefit change.

Bartel Associates is not a law firm and we are not qualified to render a legal opinion.

Anika Lyons  
September 8, 2022  
Page 4



Information provided in this report is for the District's management purposes. Future results may differ significantly if the Plan or District's experience differs from our assumptions or if there are changes in plan design or actuarial assumptions. The project scope did not include an analysis of this potential variation. Our calculations are based on benefit provisions, participant data, and actuarial assumptions, and other information provided by the District as summarized in this letter and our June 30, 2022 actuarial valuation report. This study was conducted using generally accepted actuarial principles and practices. I am a member of the American Academy of Actuaries and meet the Academy Qualification Standards to issue the actuarial opinion in this report

Sincerely,

A handwritten signature in blue ink that reads 'Doug Pryor'.

Doug Pryor  
Senior Consulting Actuary

c: Joe Herm

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September 14, 2022

RECEIVE UPDATE ON FISCAL YEAR 2022/2023 STRATEGIC INITIATIVES TO SUPPORT STRATEGIC PLAN IMPLEMENTATION

**Recommendation**

Receive update on Fiscal Year 2022/2023 (FY22/23) Strategic Initiatives to support implementation of the District's Strategic Plan.

**Background Information**

The Board approved the District's Strategic Plan on August 18, 2021, which included new Mission, Vision, and Value Statements, as well as Goals, Strategies, and Objectives to guide key focus areas, resource allocation, and decision making over the next three years. In support of Strategic Plan implementation, staff identifies key organizational Strategic Initiatives each year.

**Analysis**


Staff will present the eight proposed FY22/23 Strategic Initiatives for the six identified District Strategic Goals—Infrastructure Investment, Environmental Stewardship, Fiscal Responsibility, Organizational Change, Workforce Development, and Customer Services and Engagement. Following completion of FY22/23, staff will provide a report on the District's progress in completing these initiatives, as well as achieving the Key Success Indicators included in the Strategic Plan.

**Financial Impact**

Sufficient funding is included in the adopted FY22/23 Budget to support implementation of the proposed Strategic Initiatives.

**Attachment**

Proposed FY22/23 Strategic Initiatives

Prepared by: 

Dean Eckerson  
Resource Recovery Services Director

District File No. BRD.01-ACTS



**District Strategic Plan Implementation – FY22/23 Strategic Initiatives**

<b>FY22/23 Strategic Initiatives</b>	<b>Supports Strategic Plan Goal Area(s)</b>
1. Ensure prioritized, integrated, and effective development of <b>Asset Management Program (AMP)</b> , consistent with established AMP Development Roadmap	<p>① <b>Infrastructure Investment</b> Ensure the long-term effectiveness and reliability of critical infrastructure through prioritized, cost-effective capital investment and maintenance</p> <p>② <b>Environmental Stewardship</b> Meet or surpass environmental and public health requirements to maintain public trust</p> <p>③ <b>Fiscal Responsibility</b> Manage financial resources effectively to meet funding needs and maintain fair and reasonable rates</p>
2. Apply formalized <b>risk-based criteria</b> and project evaluation methodology to <b>all capital projects</b> during preparation of new 5-year (FY23/24-FY27/28) Capital Improvement Program	
3. Evaluate <b>alternative project delivery methods</b> for large-scale capital projects to support cost-effective, timely, and high-quality infrastructure improvements	
4. Ensure effective integration of <b>financial planning and budgeting activities</b> to support Board approval of proposed Sewer Service Charges, CIP, and Budget for <b>two fiscal years</b> (FY23/24-FY24/25) (currently one-year cycle)	<p>④ <b>Organizational Change</b> Embrace innovation, engagement, and change to enhance service delivery, work processes, and use of technology to drive sustained improvement in organizational effectiveness and efficiency</p> <p>③ <b>Fiscal Responsibility</b> Manage financial resources effectively to meet funding needs and maintain fair and reasonable rates</p>
5. Develop an <b>Information Technology (IT) Program Implementation Roadmap</b> to guide effective investment in prioritized IT enhancements that drive organizational efficiency, support workforce development, and address potential vulnerabilities	<p>④ <b>Organizational Change</b> Embrace innovation, engagement, and change to enhance service delivery, work processes, and use of technology to drive sustained improvement in organizational effectiveness and efficiency</p> <p>⑤ <b>Workforce Development</b> Support development of an engaged, skilled workforce that is dedicated to organizational excellence and exceptional service delivery</p> <p>⑥ <b>Customer Services and Engagement</b> Deliver an exceptional customer service experience and embrace opportunities to enhance service value through engagement and collaboration</p>
6. Encourage <b>engagement with peer agency counterparts and applicable industry associations at all levels</b> in the organization to support workforce development, technological innovation, continuous improvement, and information sharing (e.g., key considerations, lessons learned)	
7. Develop recommended updates to the District's <b>Capital Facilities Capacity Charges</b> to ensure effective cost recovery and appropriate allocation to customers	<p>③ <b>Fiscal Responsibility</b> Manage financial resources effectively to meet funding needs and maintain fair and reasonable rates</p>
8. Implement a streamlined, effective approach to the <b>performance planning and appraisal process</b> that supports supervisor-employee engagement and aligns with District needs, behavioral values, and strategic goals and objectives	<p>⑤ <b>Workforce Development</b> Support development of an engaged, skilled workforce that is dedicated to organizational excellence and exceptional service delivery</p> <p>⑥ <b>Customer Services and Engagement</b> Deliver an exceptional customer service experience and embrace opportunities to enhance service value through engagement and collaboration</p>

September 14, 2022

RECEIVE REPORT AND PROVIDE DIRECTION TO STAFF REGARDING POTENTIAL UTILIZATION OF PROJECT LABOR AGREEMENTS

**Recommendation**

Receive report and provide direction to staff regarding potential utilization of Project Labor Agreements at the District.

**Background Information**

At the July 13, 2022 Board Meeting, Chair Monica Wilson requested that staff include an agenda item regarding Project Labor Agreements (PLAs) for discussion at a future Board meeting.

PLAs, also referred to as a “Project Stabilization Agreements,” is a pre-hire collective bargaining agreement between one or more labor organizations (often negotiated with the local Building and Construction Trades Council and executed with multiple labor union signatories representing various trades) and the owner of a project or projects (e.g., the District). The PLA establishes general terms and conditions of labor employment for the project. Public agencies have utilized PLAs as a means to provide for effective project delivery with minimal labor-related disruptions that could adversely impact the project and/or public.

Once the PLA is executed, all contractors and subcontractors who are awarded contracts on a subject project are required to execute an agreement that binds them to the terms and conditions of the PLA, which supplements or supersedes any existing collective bargaining agreements. PLAs typically include provisions that prohibit the signatory unions, and their workers, from engaging in strikes, work stoppages, and slowdowns for the duration of the term of the agreement. In exchange for that commitment, PLAs generally require contractors to hire local workers from union hiring halls, pay applicable union dues and/or fees, contribute to union trust funds, and comply with certain dispute and grievance resolution procedures.

**Analysis**

Several Bay Area cities, including Pittsburg and Antioch, and Contra Costa County have executed PLAs with the respective local Building and Construction Trades Council. The PLAs for these entities have several common contract terms and conditions, and associated merits including, but not limited to, labor stability, local hiring preference, apprenticeship programs, and veteran employment opportunities. If PLAs were to be implemented at the District, there are several contract terms and conditions that require consideration to determine the most applicable and appropriate terms for the District, including the effective term of the PLA (typically 5 years), the value threshold at which a project would be subject to a PLA (e.g., \$2.0 million construction cost estimate or greater), work covered by the PLA and associated exclusions, impacts to existing District contract templates and procurement rules, and applicability to projects that utilized alternative project delivery methods (e.g., design build, construction manager at risk).




While PLAs do not preclude any responsive and responsible contractor from bidding on a project that is subject to a PLA, it is anticipated that contractor interest could be impacted for those contractors who self-perform most of the project work with their own non-union laborers. These contractors may adjust their bids to account for potential efficiency impacts associated with PLA labor requirements. This concern will be reduced for contractors who regularly staff projects through union hiring halls.

**Financial Impact**

As this item is being considered for initial discussion with the Board, staff has not yet determined potential financial impacts associated with PLA implementation at the District.

**Attachments**

None.

Reviewed by:   
\_\_\_\_\_  
Brian Thomas  
Acting Business Services Director

cc: District File No. BRD.01-ACTS



**ITEM K**

September 14, 2022

RECEIVE MONTHLY LOBBYIST REPORTS DATED JULY AND AUGUST 2022, KEY ADVOCATES, INC., WESTERN RECYCLED WATER COALITION

**Recommendation**

Receive and file reports.

**Background Information**

Beginning in January 2022, Ironhouse Sanitary District (ISD) assumed the role of lead agency for the Western Recycled Water Coalition (WRWC). As a member of the WRWC, the District receives a monthly summary report related to lobbying activities from Key Advocates, Inc. (KA).

**Analysis**

Attached are the reports for July and August 2022, which were produced by KA and distributed by ISD to WRWC members.

**Financial Impact**

None.

**Attachments**

1. KA Monthly Report, July 2022
2. KA Monthly Report, August 2022

Prepared by:



Thanh Vo  
Acting Engineering Services Director

cc: District File No. BRD.01-ACTS





(703) 340-4666

[www.keyadvocates.com](http://www.keyadvocates.com)

July 29, 2022

To: Western Recycled Water Coalition  
From: Sante Esposito  
Subject: July Monthly Report

### **FY23 “Water” Appropriations**

On June 20, the House Appropriations Committee approved its FY23 Interior Appropriations Bill that provides \$1.752B for the Clean Water SRF, \$1.126B for the Safe Drinking Water SRF and \$72M for WIFIA.

On July 28, the Senate Appropriations Committee released its FY23 Interior Appropriations Bill that provides \$1.689B for the Clean Water SRF, \$1.176B for the Safe Drinking Water SRF and \$66.9M for WIFIA.

On June 21, the House Appropriations Committee approved its FY23 Energy and Water Appropriations Bill that includes \$63.7M for Title XVI (no breakdown between the traditional Title XVI program and WIIN grants) and \$75M for WaterSMART grants.

On July 28, the Senate Appropriations Committee released its FY23 Energy and Water Appropriations Bill that includes \$35M for the traditional Title XVI program, \$20M for WIIN grants and \$55M for Water SMART grants.

All the above appropriated amounts are in addition to the Bipartisan Infrastructure Law funding amounts.

Given where we are in the legislative cycle with the August recess and September out-of-session days, a continuing resolution seems very likely.

### **Senate Proposed “Build Back Better” Bill**

On July 27, Senators Schumer and Manchin struck a deal on the Senate’s version of the “Build Back Better” bill, now the “Inflation Reduction Act of 2022.”

Apparently the Schumer-Manchin agreement would invest \$369 billion into energy and climate change programs, with the goal of reducing carbon emissions by 40% by 2030. Medicare would be empowered to negotiate the prices of certain medications, and it would cap out-of-pocket costs at \$2,000 for those enrolled in Medicare drug plans. The Health and Human Services

Secretary would negotiate the prices of 10 drugs in 2026, and another 15 drugs in 2027 and again in 2028. The number would rise to 20 drugs a year for 2029 and beyond. It would also redesign Medicare's Part D drug plans so that seniors and people with disabilities wouldn't pay more than \$2,000 a year for medication bought at the pharmacy. And, the deal would require drug companies to pay rebates if they increase their prices in the Medicare and private-insurance markets faster than inflation. The agreement would also extend expiring enhanced subsidies for Affordable Care Act coverage for three years. Tax credits for electric vehicles are in. Electric Vehicle tax credits will continue at their current levels, up to \$4,000 for a used electric vehicle and \$7,500 for a new EV. However, there will be a lower income threshold for people who can use the tax credits.

To pay for the agreement, the bill would impose a 15% minimum tax on corporations, which would raise \$313 billion over a decade. The House version of the "Build Back Better" package would have levied the tax on the corporate profits that large companies report to shareholders, not to the Internal Revenue Service. It would have applied to companies with more than \$1 billion in profits and yielded a similar revenue-raising figure. The current deal also aims to close the carried interest loophole, which allows investment managers to treat their compensation as capital gains and pay a 20% long-term capital gains tax rate instead of income tax rates of up to 37%. Eliminating this loophole, which would raise \$14 billion over a decade, has been a longtime goal of Democrats. The package also calls for providing more funding to the IRS for tax enforcement, which would raise \$124 billion. Families making less than \$400,000 per year would not be affected and there would be no new taxes on small businesses.

What the deal means for the inclusion of other legislative items or a second round in September is unclear.

Included in the House-passed bill of interest to the Coalition

- \$30B for Safe Drinking Water SRF lead service line replacement projects;
- \$100M for state public water systems;
- \$700M to reduce lead in school drinking water;
- \$100M for large scale water recycling projects;
- \$1.15B for emergency drought relief;
- \$125M for Alternative Water Source Program grants; and,
- \$2B for sewer overflow and storm water reuse grants.

No funding for the Clean Water SRF is included in the House BBB. It does include new taxes.

Unofficially, the Senate Environment and Public Works Committee released its BBB title which includes \$9B for SDWSRF-funded lead remediation projects, \$225M for rural and low-income water assistance grants, \$125M for Alternative Water Source Program grants, and \$500M for sewer overflow and storm water reuse municipal grants.

## **“Infrastructure Investment and Jobs Act” (BIF)**

The \$1.2T law (P.L. 117-58) includes the following (it does not include any new taxes) –

- For FY22-26 \$12.838B for the Clean Water State SRF, starting at \$2.127B in FY22 and going up to \$2.828B in FY26;
- \$35.713B over five years for the Safe Drinking Water SRF, starting at \$6.702B in FY22 and going up to \$7.403B in FY26;
- No appropriations are included for the Alternative Water Source Projects program (an authorization of \$125M over 5 fiscal years is included);
- \$8.3B for the USBR for FY22-26 with an annual cap of \$1.66B per year including a number of programs under USBR’s jurisdiction with specific appropriated amounts but without specifying annual funding amounts for each program;
- For water recycling, the bill appropriates \$1B over 5 FY’s, broken down to \$550M for Title XVI and WIIN Act grants and \$450M for “large scale” projects (those with project costs >\$500M);
- \$400M over 5 FY’s for WaterSMART;
- \$1.2B for water storage and groundwater;
- \$25M for desalination; and,
- S. 914, as passed by the Senate, which authorizes \$14.65B over five fiscal years for the Clean Water SRF and the Safe Drinking Water SRF, and \$125M for the AWSP and which includes the Feinstein-Padilla amendment which limits the prohibition against applying for Alternative Water Source Program (AWSP) grants to USBR projects that received construction funds; and,

Other core infrastructure -

- \$65B for Broadband
- \$17B for Ports
- \$25B for Airports
- \$7.5B for Zero and Low-Emission Buses and Ferries
- \$7.5B for Plug-In Electric Vehicle Chargers
- \$65B to Rebuild the Electric Grid
- \$21B for Superfund and Brownfield sites

## **Funding Opportunities**

USBR Title XVI Recycled Water Grants – applications for \$245M for FY22 are to be submitted by March 15.

State and Tribal Assistance grants – nothing announced so far.

Alternative Water Source Program grants – pending action on the Build Back Better bills.

WRDA 2022 – both passed bills include only Corps of Engineers issues. Conference pending.



## **FY22 WIIN Grants**

Application deadline was March 15 for \$245M for FY22. There were three Coalition member submissions: Mountain View for \$1.24M, Monterey One (waiting for info), and Palo Alto for \$12.868M. On May 25, Key Advocates “met” with USBR headquarters in support of these. Per the USBR, they received 27 applications totaling \$368.6M for the \$245M. The final decision goal is end of this month. USBR is applying some of the FY22 Title XVI appropriations to the FY22 WIIN grant application effort. Amount unknown. So available is \$245M plus.

## **H.R. 5118, the “Wildlife Response and Drought Resiliency Act**

On July 29 the House, by a vote of 218 to 199, passed the above bill which includes funding authorizations for items included in H.R. 1015, 3404 and 4099. The bill authorizes \$600M (this is in addition to the \$550M appropriated in the Bipartisan Infrastructure Law) for Title XVI with no breakdown between the traditional Title XVI program and WIIN grants, with no fiscal year limitation, with an increase in the Federal share from \$20M to \$50M, and with project priority funding. The bill also authorizes \$700M (again, this is in addition to the \$450M appropriated in the Bipartisan Infrastructure Law) for large water recycling projects with total estimated cost of at least \$500M. The bill draws from the following which the Coalition has supported and advocated for enactment:

H.R. 1015 authorizes \$500M for WIIN Act grants, eliminates the requirement that Congress must approve funding awards for specific projects by designating them in an enacted appropriations bill and increases the Federal share from \$20M to \$30M.

Note: on May 17, Senator Feinstein (with Senators Kelly and Sinema – both Arizona Democrats – as cosponsors) introduced S. 4231, the STREAM Act. A hearing was held on the bill on May 25 by the Energy and Natural Resources Subcommittee on Water and Power. The bill authorizes – it does not appropriate - \$300M for FY24-28 for the WIIN grant program. These funds, albeit authorizations, are over and above the BIF WIIN grant appropriated amount of \$550M. The Federal share is \$20M. Priority is given to projects that meet certain criteria.

H.R 3404 authorizes \$500M for the WIIN Act grant program, increases the Federal share to \$30M, and authorizes a new \$300M water trust fund with \$100M earmarked for recycled water projects.

H.R. 4099 authorizes \$450M for large water recycling projects with total estimated cost of at least \$500M with the Federal share at \$20M.

## **H.R. 3112, Western Water Recycling and Drought Relief Act of 2021**

On March 2, via a virtual meeting, Angela Ebiner and Sarah Swig, LA’s, Senator Padilla, requested, in response to our inquiry regarding the Senator introducing the Coalition’s projects bill, that we check with Congressman McNerney’s office on the plans in the House for the bill. Chloe Koseff, LA, Congressman McNerney, contacted the Natural Resources Committee, and

was advised that at this time no hearing is planned. We've asked if McNerney can make a personal appeal to the Committee leadership. Still waiting to hear back.

### **President's FY23 Proposed "Water" Budget**

On March 28, the President released his FY23 Budget. It includes \$1.638B for the Clean Water SRF, \$1.126B for the Safe Drinking Water SRF and \$4M for WIIN grants. See last line below - amounts are in addition to the SRF funding in the Bipartisan Infrastructure Law. The Budget provides roughly \$4B for water infrastructure, an increase of \$1B over the 2021 enacted level. These resources would advance efforts to upgrade drinking water and wastewater infrastructure nationwide, with a focus on underserved communities that have historically been overlooked. The budget funds all of the authorizations in the original Drinking Water and Wastewater Infrastructure Act of 2021, including the creation of 20 new targeted water grant programs and an increase of over \$160M above 2021 enacted levels for the Reducing Lead in Drinking Water grant program. The budget also maintains funding for EPA's State Revolving Funds (SRF) at 2021 enacted levels, which would complement the \$23.4B provided for the traditional SRF programs in the Bipartisan Infrastructure Law.

### **FY22 "Water" Appropriations**

On March 15, the President signed into law the FY22 Omnibus Appropriations Act funding all 12 appropriations bills for the remainder of the current fiscal year. Included in the bill are \$1.638B for the Clean Water SRF, \$1.126B for the Safe Drinking Water SRF, \$35.693M for the traditional Title XVI program, and \$17.5M for Title XVI WIIN grants. These funding amounts are over and above those included in the Bipartisan Infrastructure Law - \$2.127B for the Clean Water SRF, \$6.702B for the Safe Drinking Water SRF, and \$500M for Title XVI and the Title XVI WINN programs combined. As a result, for the current fiscal year total funding for the Clean Water SRF is \$3.765B, \$7.828 for the Safe Drinking Water SRF, and \$553.193M for both Title XVI programs.

### **Bill Tracking**

Tracking bills that are marked up by committees and/or come to our attention.



(703) 340-4666

[www.keyadvocates.com](http://www.keyadvocates.com)

August 31, 2022

To: Water Recycled Water Coalition  
From: Sante Esposito  
Subject: August Monthly Report

**NOTE: Congress is in recess, returning after Labor Day.**

### **“Inflation Reduction Act of 2022” (IRA)**

The Senate passed the bill on August 7, the House on August 12 and the President signed it into law on August 16. Highlights include:

- \$369B in energy and climate change programs, with the goal of reducing carbon emissions by 40% by 2030;
- Medicare would negotiate the prices of certain medications and cap out-of-pocket costs at \$2,000 for those enrolled in Medicare drug plans. The Health and Human Services Secretary would negotiate the prices of 10 drugs in 2026, and another 15 drugs in 2027 and again in 2028. The number would rise to 20 drugs a year for 2029 and beyond;
- It would also redesign Medicare's Part D drug plans so that seniors and people with disabilities wouldn't pay more than \$2,000 a year for medication bought at the pharmacy;
- The deal would require drug companies to pay rebates if they increase their prices in the Medicare and private-insurance markets faster than inflation;
- The agreement would also extend expiring enhanced subsidies for Affordable Care Act coverage for three years
- Tax credits for electric vehicles are in. Electric Vehicle tax credits will continue at their current levels, up to \$4,000 for a used electric vehicle and \$7,500 for a new EV. However, there will be a lower income threshold for people who can use the tax credits.

To pay for the agreement, the bill would impose a 15% minimum tax on corporations, which would raise \$313 billion over a decade. The current deal also closes the carried interest loophole, which allows investment managers to treat their compensation as capital gains and pay a 20% long-term capital gains tax rate instead of income tax rates of up to 37%. The package also calls for providing more funding to the IRS for tax enforcement. Families making less than \$400,000 per year would not be affected and there would be no new taxes on small businesses.

### **“Build Back Better” Bill: Round Two?**

What the enactment of the IRA means for a second round of BBB non-controversial items

sometime this year is unclear. For the Coalition that means at least the issues of interest in both the House-passed bill and the Senate Environment and Public Works draft.

Included in the House-passed bill of interest to the Coalition

- \$30B for Safe Drinking Water SRF lead service line replacement projects;
- \$100M for state public water systems;
- \$700M to reduce lead in school drinking water;
- \$100M for large scale water recycling projects;
- \$1.15B for emergency drought relief;
- \$125M for Alternative Water Source Program grants; and,
- \$2B for sewer overflow and storm water reuse grants.

No funding for the Clean Water SRF is included in the House BBB. It does include new taxes.

Unofficially, the Senate Environment and Public Works Committee released its BBB title which includes \$9B for SDWSRF-funded lead remediation projects, \$225M for rural and low-income water assistance grants, \$125M for Alternative Water Source Program grants, and \$500M for sewer overflow and storm water reuse municipal grants.

### **FY23 Appropriations**

On July 20, the House passed a six bill appropriations bill that included the Interior and Energy Appropriations bills.

The House Interior Appropriations Bill provides \$1.752B for the Clean Water SRF, \$1.126B for the Safe Drinking Water SRF and \$72M for WIFIA.

On July 28, the Senate Appropriations Committee released its FY23 Interior Appropriations Bill that provides \$1.689B for the Clean Water SRF, \$1.176B for the Safe Drinking Water SRF and \$66.9M for WIFIA.

The House Energy and Water Appropriations Bill includes \$63.7M for Title XVI (no breakdown between the traditional Title XVI program and WIIN grants) and \$75M for WaterSMART grants.

On July 28, the Senate Appropriations Committee released its FY23 Energy and Water Appropriations Bill that includes \$35M for the traditional Title XVI program, \$20M for WIIN grants and \$55M for Water SMART grants.

### **“Infrastructure Investment and Jobs Act” (BIF)**

The \$1.2T law (P.L. 117-58) includes the following (it does not include any new taxes) –

- For FY22-26 \$12.838B for the Clean Water State SRF, starting at \$2.127B in FY22 and going up to \$2.828B in FY26;

- \$35.713B over five years for the Safe Drinking Water SRF, starting at \$6.702B in FY22 and going up to \$7.403B in FY26;
- No appropriations are included for the Alternative Water Source Projects program (an authorization of \$125M over 5 fiscal years is included);
- \$8.3B for the USBR for FY22-26 with an annual cap of \$1.66B per year including a number of programs under USBR's jurisdiction with specific appropriated amounts but without specifying annual funding amounts for each program;
- For water recycling, the bill appropriates \$1B over 5 FY's, broken down to \$550M for Title XVI and WIIN Act grants and \$450M for "large scale" projects (those with project costs >\$500M);
- \$400M over 5 FY's for WaterSMART;
- \$1.2B for water storage and groundwater;
- \$25M for desalination; and,
- S. 914, as passed by the Senate, which authorizes \$14.65B over five fiscal years for the Clean Water SRF and the Safe Drinking Water SRF, and \$125M for the AWSP and which includes the Feinstein-Padilla amendment which limits the prohibition against applying for Alternative Water Source Program (AWSP) grants to USBR projects that received construction funds; and,

Other core infrastructure -

- \$65B for Broadband
- \$17B for Ports
- \$25B for Airports
- \$7.5B for Zero and Low-Emission Buses and Ferries
- \$7.5B for Plug-In Electric Vehicle Chargers
- \$65B to Rebuild the Electric Grid
- \$21B for Superfund and Brownfield sites

**Highway Bill (FAST Act reauthorization)**

The Senate FAST Act reauthorization bill is included in the enacted BIF. It authorizes \$287B in highway spending, ninety percent of which would be distributed to the states by formula. It also authorizes \$10.8B for various programs addressing resiliency and \$2.5B for electric, hydrogen, and natural gas vehicle charging and fueling stations. It provides billions for curbing emissions, reducing congestion and truck idling. It also streamlines infrastructure permitting and sets a two-year target for environmental reviews. Lastly, the bill authorizes \$12.5M per year to fund state and regional pilot testing of user-based alternative revenue mechanisms to the gas tax.

**Funding Opportunities**

USBR Title XVI Recycled Water Grants – applications for \$245M for FY22 were to be submitted by March 15. See separate section below.

State and Tribal Assistance grants – nothing announced so far presumably because of the number of FY22 STAG earmarks and the projected number of FY23 earmarks.

Alternative Water Source Program grants – pending action on a “Build Back Bette” bill.

WRDA 2022 – both passed bills include only Corps of Engineers issues. Conference pending; will continue to monitor for possible inclusion of issues of interest.

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### **FY22 WIIN Grants**

On August 18 the USBR announced \$310M (the \$245M from the Bipartisan Infrastructure Law and the balance from the FY22 appropriations process) for 25 FY22 WIIN grant awardees. They include Monterey One for \$10,316,822 and Palo Alto for \$12,868,000, both the requested amounts. Unfortunately, Mountain View (\$1.24M) was not selected. They are pursuing a debriefing. The USBR also announced that \$150M plus FY23 appropriations would be able for the FY23 WIIN grant process.

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