

AGENDA

BOARD OF DIRECTORS MEETING

DELTA DIABLO
(a California Special District)

2500 Pittsburg-Antioch Highway | Antioch, CA 94509
WEDNESDAY, APRIL 12, 2023
4:30 P.M.

The Board of Directors meeting will be conducted as an in-person meeting that is open to members of the public. In addition, the meeting will be accessible to members of the public via Zoom or phone (access information is provided below).

Persons who wish to address the Board during Public Comments or with respect to a specific Agenda item will be limited to two (2) minutes. The Secretary to the Board will call on members of the public to establish a speaking order during Public Comments and on specific Agenda items. The Board Chair may reduce the amount of time allotted per speaker for Public Comments or specific Agenda item(s) depending on the number of speakers and the business of the day.

Presentations will be made available online at <https://www.deltadiablo.org/board-meetings> approximately one hour prior to the start of the Board meeting. A copy of the presentations will also be available for inspection at the meeting and at the District Administration Building.

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/88085872676>**

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: 880 8587 2676**

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 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)

2500 Pittsburg-Antioch Highway | Antioch, CA 94509

WEDNESDAY, APRIL 12, 2023

4:30 P.M.

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC COMMENTS

D. RECOGNITION

Introduction of Todd Ravazza, Safety Manager, to the District (Dean Eckerson)

E. CONSENT CALENDAR

- 1) **Approve** Minutes of Board of Directors Meeting, March 8, 2023 (Cecelia Nichols-Fritzler)
- 2) **Receive** District Monthly Check Register for February 2023 (Eka Ekanem)
- 3) **Receive** Notes of Board of Directors Finance Committee Meeting, March 16, 2023 (Cecelia Nichols-Fritzler)
- 4) **Receive** Notes of Board of Directors Personnel Committee Meeting, March 24, 2023 (Cecelia Nichols-Fritzler)
- 5) **Approve** Amendment No. 2 to East County Water Management Association (ECWMA) Agreement Adding Bethel Island Municipal Improvement District as a Party to Agreement, Amending ECWMA's Administrative Procedures, Providing a Procedure for Adding New Members and Authorizing Managers of Member Agencies to Vote on Behalf of Member Agency in Absence of Governing Board Representative (Vince De Lange)
- 6) **Adopt** Resolution to Approve New Laboratory Management Professional/Retired Annuitant Classification, Job Description, and Updated District Salary Schedule (Dean Eckerson)
- 7) **Ratify** General Manager's Execution of General Services Contract and Issuance of Associated Purchase Order in a Total Amount Not to Exceed \$50,000, Harvest Technical Services, Inc., Personnel Services (Dean Eckerson)
- 8) **Authorize** General Manager to Execute Laboratory Equipment Service Agreement in the Amount of \$3,715, Thermo Fisher Scientific Inc., dba Thermo Electron North America, LLC., Laboratory Equipment Services (Judy Phan)

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F. DELIBERATION ITEMS

Approve and **Authorize** Board Chair to Execute New Employment Agreement Between Delta Diablo and Vincent De Lange, General Manager, Effective April 12, 2023 and Expiring June 30, 2027 (Brian Thomas)

G. PRESENTATIONS

Receive Update on Progress Toward Workforce Development Goal in District Strategic Plan (Brian Thomas)

H. MANAGER'S COMMENTS

I. DIRECTORS' COMMENTS

J. CORRESPONDENCE

Receive Monthly Lobbyist Report Dated March 2023 Key Advocates, Inc., Western Recycled Water Coalition (Thanh Vo)

K. 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

L. ADJOURNMENT

The next regular Board of Directors Meeting will be held at 4:30 p.m. on May 10, 2023.

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ITEM D

April 12, 2023

INTRODUCTION OF TODD RAVAZZA, SAFETY MANAGER, TO THE DISTRICT

Recommendation

Welcome Mr. Todd Ravazza, Safety Manager, to the District.

Background Information

Following a comprehensive and competitive recruitment and selection process to fill the vacant Safety Manager position, Mr. Ravazza was selected as the most qualified candidate for this position and began employment with the District on March 13, 2023.

Analysis

Mr. Ravazza has over 25 years of work experience in developing and administering environmental health and safety, industrial health and safety, and risk management programs. Prior to joining the District, he was employed as the Director of Environmental, Health and Safety at a heavy manufacturing and construction organization for the largest building materials supplier in North America. Mr. Ravazza holds a variety of credentials issued by the Board of Certified Safety Professionals (BCSP), including Safety Management Specialist (SMS), Occupational Hygiene & Safety Technologist (OHST), and Construction Health & Safety Technician (CHST). During his career, he has gained extensive knowledge and background experience in administering comprehensive occupational health and safety programs that comply with Cal/OSHA regulatory requirements. In addition, Mr. Ravazza has experience in evaluating the effectiveness of safety practices and developing and implementing new safety training programs to increase employee awareness and reduce safety risk.

In his role at the District, Mr. Ravazza will apply his extensive knowledge and experience to identify and implement strategies for maintaining and improving upon the effectiveness of the District's safety program. In collaboration with key staff, he will work to advance Strategic Initiatives identified to support implementation of the District's Strategic Plan, which include developing effective Business Continuity and Emergency Response Plans to ensure operational resilience during extreme conditions.

Financial Impact

Sufficient funding for the Safety Manager position is included in the adopted FY22/23 Budget.

Attachments

None.

Prepared by:



Dean Eckerson
Resource Recovery Services Director

cc: Mr. Todd Ravazza, Safety Manager
District File No. BRD.01-ACTS



April 12, 2023

APPROVE MINUTES OF BOARD OF DIRECTORS MEETING, MARCH 8, 2023

Recommendation

Approve Minutes of the Board of Directors Meeting held on March 8, 2023.

DRAFT

Board of Directors Meeting Minutes
DELTA DIABLO
March 8, 2023

The meeting was called to order by Acting Chair Glover at 4:30 p.m., on Wednesday, March 8, 2023. Present was Director Monica Wilson. Chair Banales was absent. Also present were Stephen Siptroth, District Counsel; Vince De Lange, General Manager; Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board; Brian Thomas, Acting Business Services Director/District Engineer; Dean Eckerson, Resource Recovery Services Director; Thanh Vo, Acting Engineering Services Director; Amanda Roa, Environmental Programs Manager (Management Association bargaining unit representative); Jason Piper, Information Technology Manager; Dustin Bloomfield, Maintenance Manager; Trevor Simpson, Maintenance Supervisor; Steve Rodriguez, Operations Supervisor; Celia Kitchell, Assistant Engineer (Professional and Technical bargaining unit representative); Stacy Tucker, Senior Administrative Assistant/Records Specialist; and Cindy Kirk, Administrative Assistant III.

PUBLIC COMMENTS

None.

RECOGNITION

None.

CONSENT CALENDAR

Director Wilson moved approval of the Consent Calendar, seconded by Acting Chair Glover, and by roll call vote (Ayes: Glover and Wilson; Noes: None; Absent: Banales; Abstain: None), the following Consent Calendar items were approved: Approve Minutes of Board of Directors Meeting, February 8, 2023; Receive District Monthly Check Register for January 2023; Authorize General Manager to Execute Lease Agreement with GTE Mobilnet of California Limited Partnership, dba Verizon Wireless for a Temporary Telecommunication Site at Bridgehead Pump Station; Authorize General Manager to Approve Purchase Order in the Amount of \$107,755.44, Elk Grove Ford, Two Ford F-250 Trucks; and Receive Notes of the Board of Directors Personnel Committee Meeting, March 2, 2023.

DELIBERATION ITEMS

Approve and Authorize General Manager to Execute a Project Labor Agreement with Contra Costa Building and Construction Trades Council

Mr. Thomas provided background regarding project labor agreements (PLA), including associated benefits and execution of PLAs by the City of Antioch, City of Pittsburg, and Contra

Costa County with the Contra Costa Building and Construction Trades Council (Trades Council). He provided an overview of District negotiations with the Trades Council and summarized key PLA terms and conditions, including a project threshold amount of \$1,000,000 (i.e., PLA applies to projects with an engineer's estimate of construction cost exceeding this amount, regardless of project delivery method). Mr. Thomas noted that the PLA includes apprenticeship program requirements, a preference for hiring local laborers, and participation in military veteran programs. In closing, he noted that financial impacts are expected to be negligible with similar agencies not observing discernible construction bid differentials.

Following the presentation by Mr. Thomas, the Board received three public comments.

Mr. Bill Whitney, CEO, Contra Costa Building and Construction Trades Council, addressed the Board and acknowledged Mr. De Lange and Mr. Thomas for their professionalism. He commented on the positive economic impact that PLAs have on the local economy through providing training and apprenticeship opportunities to local workers.

Mr. Tom Hansen, President, Contra Costa Building and Construction Trades Council, addressed the Board and commented on the professionalism and excellence of District staff, who were thorough and diligent throughout the PLA development process. He commented on the direct and positive economic impacts PLAs have on the local economy.

Mr. Anthony Vizcuso, Business Agent, Heat and Frost Insulators, Local 16, addressed the Board and commented on the positive impacts the PLA will have on the local workforce. He noted his local residency and the strength and well trained nature of the local workers.

The Board received a comment card from Eric Haynes, Business Representative, Sheet Metal Worker, Local 104; however, when called upon, Mr. Haynes was not present at the meeting.

Director Wilson commented on the economic benefits and value that the PLA will bring to the local community. She noted her familiarity with apprenticeship programs and "Helmets to Hardhats."

Director Glover commented on his support of the PLA, noting that each of the agencies that the Board represents has a PLA in place.

Mr. De Lange noted that a revised version of the PLA was distributed to the Board earlier in the day and was made available to the public on the District's website and in the Board Room.

Director Wilson moved approval of the recommended actions, seconded by Acting Chair Glover, and by roll call vote (Ayes: Glover and Wilson; Noes: None; Absent: Banales; Abstain: None), the Board voted to Approve and Authorize General Manager to Execute a Project Labor Agreement, substantially in the form of the revised version of the Project Labor Agreement, which would apply to capital projects with an engineer's estimate of construction cost (excluding contingencies) greater than \$1,000,000, with Contra Costa Building and Construction Trades Council, and Authorize General Manager, or designee, to make any necessary non-substantive changes to the Project Labor Agreement.

PRESENTATIONS AND REPORTS

Receive Report on Major Factors Impacting Development of New 5-Year Capital Improvement Program and Associated Impact on Sewer Service Charge Projections

Mr. Vo provided an overview of the preliminary capital improvement program (CIP), which

totals \$137.2M, and noted that changes to the cash flow magnitude and timing for several major capital projects directly impacts revenue and cash flow needs, and associated Sewer Service Charges (SSCs). He highlighted the significant schedule delay for the \$60M Secondary Process Improvements and potential for inclusion of partial nutrient removal. Mr. Vo noted the significant schedule delay for the \$18.5M Antioch Pump Station and Conveyance System Improvements, which occurred largely to complete planning and predesign efforts to determine the best project approach. Last, he reviewed the schedule delay and cost considerations associated with the Cogeneration System Improvements, which includes targeting receipt of federal tax credits under the Inflation Reduction Act.

Mr. Thomas summarized major factors impacting development of SSCs for FY23/24, including the significant delays in capital project schedules, growth in the service area (i.e., additional SSC revenue), effectively managing the operating budget, and supply chain disruptions. He provided a comparison of SSC projections from last year compared to preliminary SSC projections based on these updated assumptions, which included a preliminary estimate that no SSC increase is projected for FY23/24 (i.e., maintain same SSCs as in FY22/23). Mr. Thomas noted that this recommendation will be reviewed in more detail during the Finance Committee Meeting on March 16, 2023.

Director Wilson thanked Mr. Vo and Mr. Thomas for the report and expressed understanding regarding the supply chain issues. Acting Chair Glover thanked Mr. Vo and Mr. Thomas for the presentation and commented that the District continues to be good stewards of ratepayer funds in its project implementation approach.

MANAGER'S COMMENTS

Mr. De Lange commented that he and Director Wilson attended the CASA DC Forum in Washington, D.C., during which they highlighted infrastructure funding needs and regulatory issues (PFAS, nutrients) during individual meetings with Congressmen Garamendi and DeSaulnier.

DIRECTORS' COMMENTS

Director Wilson commented that she attended the CASA DC Forum in Washington, D.C., and stated she received good information from the congressional elected officials regarding funding availability. Acting Chair Glover commented that he was pleased to hear the District was able to attend the conference and work with its delegation to understand funding availability.

CORRESPONDENCE

Receive Monthly Lobbyist Report Dated February 2023, Key Advocates, Inc., Western Recycled Water Coalition

The Board received and filed the report.

CLOSED SESSION

1. 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

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (GOV. CODE SECTION 54957[b][1])
Title: General Manager
3. CONFERENCE WITH LABOR NEGOTIATORS (GOV. CODE SECTION 54957.6)
Agency Designated Representative: Federal Glover
Unrepresented Employee: General Manager

Prior to the Board convening to Closed Session, Ms. Nichols-Fritzler asked if there were any public comments on the Closed Session items; no public comments were received. At 5:15 p.m., Acting Chair Glover convened the Board of Directors meeting to Closed Session. Acting Chair Glover reconvened the Board of Directors Meeting at 6:04 p.m. and stated there was nothing to report from Closed Session.

ADJOURNMENT

Acting Chair Glover adjourned the meeting at 6:04 p.m. and noted that the next Regular Board of Directors Meeting will be held at 4:30 p.m. on April 12, 2023.

Monica Wilson
Board Secretary

(Recording Secretary: Cecelia Nichols-Fritzler)

cc: District File No. BRD.01-MINS



ITEM E/2

April 12, 2023

RECEIVE DISTRICT MONTHLY CHECK REGISTER FOR FEBRUARY 2023

Recommendation

Receive District Monthly Check Register for the month ending February 28, 2023.

Background Information

Attached is the Check Register for the month of February 2023. The report reflects payments to the District's suppliers, consultants, service providers, and contractors. A total of \$1,652,739.78 was disbursed in the month of February 2023, which includes 143 checks.

Financial Impact

All payments made during each month are within funding levels included in the adopted FY22/23 Budget.

Attachment

Check Register for month ending February 28, 2023

Reviewed by: _____



Brian Thomas
Acting Business Services Director/District Engineer

cc: District File No. BRD.01-ACTS



CHECK REGISTER
DELTA DIABLO
CASH DISBURSEMENTS FOR THE MONTH OF FEBRUARY 2023

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
2/2/2023	ASSOCIATED SERVICES COMPANY	60850	38681	249.85	COFFEE AND COFFEE SUPPLIES	249.85
2/2/2023	CALTEST ANALYTICAL LABORATORY	60670 60726 60736	38682	1,214.10 190.80 1,242.00	CONTRACT LABORATORY FOR SAMPLE ANALYSIS CONTRACT LABORATORY FOR SAMPLE ANALYSIS CONTRACT LABORATORY FOR SAMPLE ANALYSIS	2,646.90
2/2/2023	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC	60725	38683	46,742.14	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	46,742.14
2/2/2023	CONTRA COSTA WATER DISTRICT	60825	38684	35.78	UTILITIES	35.78
2/2/2023	DEPT OF GENERAL SERVICES	60832	38685	46,981.34	UTILITIES	46,981.34
2/2/2023	TIMOTHY J. CLAY	60777	38686	3,505.77	ANNUAL BOILER PM/ PARKER	3,505.77
2/2/2023	DU-ALL SAFETY, LLC	60846 60847 60848 60849	38687	5,325.00 8,700.00 3,600.00 6,525.00	TEMPOARY SAFETY MANAGER DUTIES COVERAGE TEMPOARY SAFETY MANAGER DUTIES COVERAGE TEMPOARY SAFETY MANAGER DUTIES COVERAGE TEMPOARY SAFETY MANAGER DUTIES COVERAGE	24,150.00
2/2/2023	EVOQUA WATER TECHNOLOGIES, LLC	60671 60672	38688	830.37 127.00	LABORATORY REAGENT GRADE WATER EQUIPMENT AND SERVI LABORATORY REAGENT GRADE WATER EQUIPMENT AND SERVI	957.37
2/2/2023	FASTENAL COMPANY	60374	38689	573.03	MAINTENANCE CONSUMABLE ITEMS	573.03
2/2/2023	GOVERNMT FINANCE OFFICERS ASSC	60872	38690	160.00	M&D - ANIKA LYONS	160.00
2/2/2023	GLADWELL GOVERNMENTAL SERVICES	60816	38691	300.00	LEGAL SERVICES	300.00
2/2/2023	HDR ENGINEERING, INC.	60811	38692	10,196.17	GIS SERVICES	10,196.17
2/2/2023	JOSEPH F FRANKL	60826	38693	750.00	O/S SERV - LEGAL	750.00
2/2/2023	JW BACKHOE & CONSTRUCTION, INC	60756 60815	38694	19,303.54 1,800.13	BRIDGEHEAD FM TEMPORARY BYPASS PN21123 BRIDGEHEAD FM TEMPORARY BYPASS PN21123	21,103.67
2/2/2023	KEMIRA WATER SOLUTIONS, INC.	60743	38695	7,679.43	FERROUS CHLORIDE	7,679.43
2/2/2023	McCAULEY AGRICULTURAL & PEST SERVICES	60660 60661	38697	1,250.00 3,500.00	VEGETATION MANAGEMENT FOR THE DISTRICT VEGETATION MANAGEMENT FOR THE DISTRICT	4,750.00
2/2/2023	NORTHPOINT SECURITY SERVICES, INC	60698 60755	38698	5,184.00 5,627.36	SECURITY PATROL SERVICES SECURITY PATROL SERVICES	10,811.36
2/2/2023	ODP BUSINESS SOLUTIONS LLC	60676 60851	38699	27.21 105.81	OFFICE SUPPLIES OFFICE SUPPLIES	133.02
2/2/2023	PARKSON CORPORATION	60797	38700	123,266.69	DYNASAND ECOWASH INTERMITTENT BACKWASH PN21121	123,266.69
2/2/2023	CITY OF PITTSBURG	60834	38701	620.24	UTILITIES	620.24
2/2/2023	RH TECHNOLOGY	60829 60830	38702	2,758.11 -118.82	O/S TEMP O/S TEMP	2,639.29
2/2/2023	TAC AMERICAS, INC.	60708	38703	2,008.31	POC BUILDING HVAC SERVICES	2,008.31
2/2/2023	SWEEPING CORP OF AMERICA	60738	38704	37,388.31	FY22/23 ANTIOCH AND BAY POINT STREET SWEEPING	37,388.31
2/2/2023	SYSTEM 1 STAFFING	60827	38705	1,710.00	O/S TEMP	1,710.00

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
2/2/2023	TELSTAR INSTRUMENTS INC	60696	38706	3,201.80	ELECTRICAL/ INSTRUMENTATION SUPPORT	3,201.80
2/2/2023	TOSHIBA INTERNATIONAL CORP	60707	38707	230.91	TOSHIBA COPIER AND PRINTER SUPPLIES	230.91
2/2/2023	UNIVAR USA INC	60740 60741 60745	38708	6,828.57 6,834.80 6,843.47	SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE	20,506.84
2/2/2023	VERIZON WIRELESS	60833 60883	38709	2,143.60 2,101.48	PHONE EXP PHONE EXP	4,245.08
2/2/2023	VISION SERVICE PLAN	60867 60868	38710	1,643.92 50.98	VISION COBRA VISION	1,694.90
2/9/2023	AFSCME DISTRICT COUNCIL 57	5627016 5627116	38711	3,252.41 1,125.00	UNION DUES O&M UNION DUES P&T	4,377.41
2/9/2023	AIRGAS USA, LLC	60551 60552 60782	38712	464.31 2,631.08 139.12	INVTY U103889 INVTY U103889 INVTY U103889	3,234.51
2/9/2023	ALPHA MEDIA II LLC	60916	38713	750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	750.00
2/9/2023	JUAN AREVALO	60758 60759	38714	221.00 40.00	REIMBURSEMENT REIMBURSEMENT	261.00
2/9/2023	BAY AREA PROCESS	60781	38715	5,042.69	INVTY U103856	5,042.69
2/9/2023	WILLIAM WESLEY BRANNON	60793	38716	1,976.40	OPERATIONS JACKETS	1,976.40
2/9/2023	CALIFORNIA PRODUCT STEWARDSHIP COUNCIL	60906 60907	38717	3,208.80 445.35	ASSIST WITH IMPLEMENTATION OF CALRECYCLE GRANT - ASSIST WITH IMPLEMENTATION OF CALRECYCLE GRANT -	3,654.15
2/9/2023	CALTEST ANALYTICAL LABORATORY	60750 60812	38718	1,099.80 583.20	CONTRACT LABORATORY FOR SAMPLE ANALYSIS CONTRACT LABORATORY FOR SAMPLE ANALYSIS	1,683.00
2/9/2023	CHEMTRADE CHEMICALS US LLC	60742 60840	38719	4,056.06 3,994.52	ALUMINUM SULFATE ALUMINUM SULFATE	8,050.58
2/9/2023	CSMFO	60934	38720	125.00	M&D - ANIKA LYONS	125.00
2/9/2023	DXP ENTERPRISES, INC	58613 58614 58640 60022	38721	4,764.00 4,764.00 4,853.33 10,007.30	TEMPORARY MAINTENANCE BACKFILL LABOR TEMPORARY MAINTENANCE BACKFILL LABOR TEMPORARY MAINTENANCE BACKFILL LABOR MANUFACTURE WEAR RINGS	24,388.63
2/9/2023	G3 ENGINEERING, INC	60909	38722	17,591.16	RWF & WWTP WATER CHAMP REBUILD/REPAIR	17,591.16
2/9/2023	GOLDEN STATE WATER CO.	60870 60871	38723	1,410.03 787.10	AC# 07744100004 AC# 32249200000	2,197.13
2/9/2023	GRAINGER	60554 60783 60785 60856	38724	2,197.40 1,293.96 159.84 2,717.73	INVTY U103902 INVTY U103910 INVTY U103910 INVTY U103904	6,368.93
2/9/2023	TIMOTHY J. HAMMETT	60895	38725	486.82	REIMBURSEMENT	486.82
2/9/2023	IN SHAPE HEALTH CLUBS	60897	38726	533.96	GYM	533.96
2/9/2023	INFERRERA CONSTRUCTION MANAGEMENT GROUP INC.	60862 60863 60864	38727	612.85 3,502.00 6,262.40	CSC PN 80008 (17128, 17129, 17 CSC PN 80008 (17128, 17129, 17 CSC PN 80008 (17128, 17129, 17	10,377.25
2/9/2023	JAC INDUSTRIAL TECHNOLOGIES, LLC	60855	38728	900.39	INVTY U103907	900.39
2/9/2023	JOHN MUIR HEALTH	60938 60939	38729	853.16 853.16	2022 Annual Corporate Wellness Services 2022 Annual Corporate Wellness Services	1,706.32

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
2/9/2023	JW BACKHOE & CONSTRUCTION, INC	60928	38730	60,224.95	BRIDGEHEAD FM TEMPORARY BYPASS PN21123	60,224.95
2/9/2023	KEMIRA WATER SOLUTIONS, INC.	60559	38731	7,475.20	FERROUS CHLORIDE	7,475.20
2/9/2023	KEN GRADY COMPANY	60786	38732	1,723.05	INVTY U103874	1,723.05
2/9/2023	MANAGED HEALTH NETWORK	60947	38733	358.45	EAP	358.45
2/9/2023	McCAULEY AGRICULTURAL & PEST SERVICES	60817 60818 60819 60820 60821 60822 60823	38734	75.00 825.00 60.00 60.00 60.00 60.00 60.00	PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES	1,200.00
2/9/2023	MDRR PITTSBURG	60898 60899	38735	1,428.40 3,851.30	AC# 10-0018920 AC# 10-0031550	5,279.70
2/9/2023	MONUMENT CAR PARTS	60787	38736	105.10	INVTY U103905	105.10
2/9/2023	MSC INDUSTRIAL SUPPLY CO. INC.	60854	38737	889.13	INVTY U103912	889.13
2/9/2023	NORTHPOINT SECURITY SERVICES, INC	60858	38738	5,331.76	SECURITY PATROL SERVICES	5,331.76
2/9/2023	ODP BUSINESS SOLUTIONS LLC	60778 60860	38739	21.94 360.27	OFFICE SUPPLIES OFFICE SUPPLIES	382.21
2/9/2023	PACIFIC GAS & ELECTRIC COMPANY	60695	38740	58,885.89	AC# 4887173962-8	58,885.89
2/9/2023	PACIFIC WATER RESOURES	60853	38741	22,482.66	INVTY U103805	22,482.66
2/9/2023	CITY OF PITTSBURG	60901	38742	22,275.83	STREET SWEEPING FOR CITY OF PITTSBURG	22,275.83
2/9/2023	PSOMAS	60836 60837	38743	24,881.16 26,289.02	CONSTRUCTION MANAGEMENT SERVICES 17120 CM&I SERVICES FOR PN21123	51,170.18
2/9/2023	REPUBLIC SERVICES #210	60914 60915	38744	1,162.49 10,970.95	WASTE WASTE	12,133.44
2/9/2023	RH TECHNOLOGY	60892 60893 60944 60945	38745	2,672.00 3,346.92 2,050.88 3,558.60	O/S TEMP O/S TEMP O/S TEMP O/S TEMP	11,628.40
2/9/2023	STATE OF CALIFORNIA	598828	38746	125.00	EARNINGS GARNISHMENT	125.00
2/9/2023	SYSTEM 1 STAFFING	60937	38747	6,035.88	O/S TEMP	6,035.88
2/9/2023	TRANSENE COMPANY, INC.	60789	38748	2,133.75	INVTY U103903	2,133.75
2/9/2023	UNITED TEXTILE INC.	60852	38749	892.16	INVTY U103913	892.16
2/9/2023	UNIVAR USA INC	60744 60841 60842 60843 60844	38750	7,914.61 4,905.52 5,186.20 6,831.45 6,845.45	SODIUM BISULFITE SODIUM BISULFITE SODIUM BISULFITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE	31,683.23
2/9/2023	WIN 911 SOFTWARE	60798	38751	908.00	HARDWARE - WIN911 ETHERNET MODEM	908.00
2/9/2023	ZORO TOOLS, INC	60790	38752	2,095.00	INVTY U103914	2,095.00
2/14/2023	LEE & ASSOCIATES RESCUE EQUIPMENT INC	60824	38753	27,750.00	RESCUE TEAM SUPPORT SERVICES	27,750.00
2/16/2023	ALPHA MEDIA II LLC	60917	38754	750.00	RADIO BROADCASTS FOR PUBLIC EDUCATION CAMPAIGN	750.00

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
2/16/2023	CITY OF ANTIOCH- WATER		38755			7,572.24
		60942		94.60	AC# 004-01510	
		60943		1,310.10	AC# 004-01513	
		60967		99.34	AC# 013-00024	
		60968		76.11	AC# 013-00023	
		60969		99.34	AC# 013-00022	
		60970		99.34	AC# 013-00021	
		60971		5,793.41	AC# 013-00110	
2/16/2023	ARCO BUSINESS SOLUTIONS		38756			4,059.21
		60949		4,059.21	GAS	
2/16/2023	MICHAEL AUER		38757			251.72
		61005		251.72	REIMBURSEMENT	
2/16/2023	MICHAEL BAKALDIN		38758			486.14
		61006		486.14	REIMBURSEMENT	
2/16/2023	BASIC BENEFITS, LLC		38759			85.00
		61003		85.00	FSA	
2/16/2023	BATTALION ONE FIRE PROTECTION, INC		38760			1,110.00
		60859		1,110.00	TEST, CLEAN AND INSPECT FIRE PROTECTION SYSTEMS	
2/16/2023	CHEMTRADE CHEMICALS US LLC		38761			12,472.41
		60878		4,093.65	ALUMINUM SULFATE	
		60879		4,235.53	ALUMINUM SULFATE	
		60924		4,143.23	ALUMINUM SULFATE	
2/16/2023	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC		38762			29,001.27
		60831		29,001.27	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
2/16/2023	COMCAST BUSINESS COMMUNICATIONS, LLC		38763			860.93
		60980		860.93	PHONE EXP	
2/16/2023	CORELOGIC INFORMATION SOLUTIONS, INC		38764			165.00
		60952		165.00	REALQUEST PROPERTY INFORMATION	
2/16/2023	CUPERTINO ELECTRIC, INC		38765			233,729.93
		60877		205,344.00	CONSTRUCTION SERVICES FOR PROJECT NO. 17120	
		60978		28,385.93	CONSTRUCTION SERVICES FOR PROJECT NO. 17120	
2/16/2023	VINCENT DE LANGE		38766			158.87
		60940		158.87	T&M	
2/16/2023	DIABLO WATER DISTRICT		38767			212.92
		60972		212.92	UTILITIES	
2/16/2023	DU-ALL SAFETY, LLC		38768			6,900.00
		60903		6,900.00	TEMPOARY SAFETY MANAGER DUTIES COVERAGE	
2/16/2023	FLO-LINE TECHNOLOGY INC.		38769			1,043.71
		60919		1,043.71	INVTY U103908	
2/16/2023	TIMOTHY J. HAMMETT		38770			243.41
		61007		243.41	REIMBURSEMENT	
2/16/2023	INFERRERA CONSTRUCTION MANAGEMENT GROUP INC.		38771			319.30
		60865		319.30	CSC PN 80008 (17128, 17129, 17	
2/16/2023	KELLEHER, HELMRICH & ASSOCIATES INC.		38772			2,167.50
		60941		2,167.50	ONLINE SAFETY DATA SHEET SERVICE	
2/16/2023	KEN GRADY COMPANY		38773			6,358.91
		60896		6,358.91	GRIT ROOM GRIT FLOW METERS REPLACEMENTS PN23109	
2/16/2023	LEEANN KNIGHT		38774			393.75
		61008		393.75	REIMBURSEMENT	
2/16/2023	KOA HILLS CONSULTING LLC.		38775			2,800.00
		60874		2,318.75	MUNIS ERP ENHANCEMENT PROJECT	
		60875		481.25	KOA HILLS CONSULTING MUNIS SUPPORT SERVICES	
2/16/2023	KRUGER, INC		38776			13,669.08
		60869		13,669.08	RWF ACTIFO SAND	
2/16/2023	LYSTEK INTERNATIONAL LIMITED		38777			4,025.71
		60951		4,025.71	BIOSOLIDS DISPOSAL	
2/16/2023	CAROL MARGETICH		38778			389.14
		61009		389.14	REIMBURSEMENT	
2/16/2023	MDRR-PARK (MT. DIABLO RESOURCE RECOVERY PARK)		38779			129.75
		60913		129.75	WASTE	
2/16/2023	NEW IMAGE LANDSCAPE COMPANY		38780			2,563.00
		60881		2,563.00	LANDSCAPE SERVICES	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
2/16/2023	NORTHPOINT SECURITY SERVICES, INC	60930	38781	5,627.36	SECURITY PATROL SERVICES	5,627.36
2/16/2023	NWN CORPORATION	60976 60977	38782	817.95 3,032.66	PHONE EXP PHONE EXP	3,850.61
2/16/2023	ODP BUSINESS SOLUTIONS LLC	60866	38783	142.03	OFFICE SUPPLIES	142.03
2/16/2023	PACIFIC GAS & ELECTRIC COMPANY	60929	38784	100,694.47	AC# 4887173962-8	100,694.47
2/16/2023	PACIFIC GAS & ELECTRIC COMPANY	60973	38785	38,091.33	AC# 4835091675-4	38,091.33
2/16/2023	PACIFIC GAS & ELECTRIC COMPANY	60995	38786	53.70	UTILITIES	53.70
2/16/2023	PACIFIC GAS & ELECTRIC COMPANY	60996	38787	334.04	UTILITIES	334.04
2/16/2023	ABEL PALACIO	61010	38788	567.55	REIMBURSEMENT	567.55
2/16/2023	CITY OF PITTSBURG	60979	38789	24,128.85	STREET SWEEPING FOR CITY OF PITTSBURG	24,128.85
2/16/2023	PSOMAS	60838 60839	38790	5,643.75 13,140.00	INSPECTION SERVICES FOR THE REMOVAL OF UNDER 19112 CONSTRUCTION INSPECTION SERVICES ANTIOCH DES 90079	18,783.75
2/16/2023	QUALITY SCALE, INC	60935	38791	1,744.00	SLUDGE TRAILER SCALE 6 MONTH PM SERVICE	1,744.00
2/16/2023	REGIONAL GOVERNMENT SERVICES	60813 60814	38792	1,787.85 1,290.50	FY22-23 LABOR RELATIONS CONSULTING WORK FY22-23 LABOR RELATIONS CONSULTING WORK	3,078.35
2/16/2023	TERRY SPURGEON	61011	38793	558.66	REIMBURSEMENT	558.66
2/16/2023	STANDARD INSURANCE COMPANY	60948	38794	3,299.85	LIFE & LTD INS.	3,299.85
2/16/2023	JAYNE STROMMER	61012	38795	128.48	REIMBURSEMENT	128.48
2/16/2023	WILLIAM SVOBODA	60999 61013	38796	4,862.68 1,523.35	REIMBURSEMENT REIMBURSEMENT	6,386.03
2/16/2023	SWEEPING CORP OF AMERICA	60936	38797	37,388.34	FY22/23 ANTIOCH AND BAY POINT STREET SWEEPING	37,388.34
2/16/2023	SYNAGRO WEST, LLC	60946	38798	87,800.39	BIOSOLIDS HAULING	87,800.39
2/16/2023	TELSTAR INSTRUMENTS INC	60885	38799	284.25	INVTY U103896	284.25
2/16/2023	TRAILVIEW PARTNERS LLC	60835	38800	7,475.00	EMPYEE TRAIN & PROFL DEV	7,475.00
2/16/2023	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC.	60894	38801	9,336.00	NIGHTLY JANITORIAL SERVICES	9,336.00
2/16/2023	U.S. BANK CM-9703	61000	38802	875.00	BANK FEE	875.00
2/16/2023	UNIVAR USA INC	60880 60922	38803	6,850.31 4,353.86	SODIUM HYPOCHLORITE SODIUM BISULFITE	11,204.17
2/16/2023	WILSON, MONICA	61002	38804	354.46	T&M	354.46
2/23/2023	ASSOCIATED SERVICES COMPANY	60932	38805	258.67	COFFEE AND COFFEE SUPPLIES	258.67
2/23/2023	CONVERGEONE INC	60910	38806	5,891.40	SOFTWARE RENEWAL - DUO ACCESS MFA SOLUTION	5,891.40
2/23/2023	EAST BAY TIRE CO.	60769 60770	38807	111.71 1,272.79	TIRE SERVICE TIRE SERVICE	1,384.50
2/23/2023	FASTENAL COMPANY	60950	38808	282.97	MAINTENANCE CONSUMABLE ITEMS	282.97
2/23/2023	FLUID COMPONENTS INTL., LLC	60902	38809	4,728.09	FCI THERMAL MASS FLOWMETER	4,728.09

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
2/23/2023	GP CRANE & HOIST SERVICES	60905	38810	594.95	DISTRICT CRANE SERVICE/ REPAIRS	594.95
2/23/2023	GRAINGER	60784 60884	38811	1,745.75 1,139.07	INVTY U103911 INVTY U103911	2,884.82
2/23/2023	KEMIRA WATER SOLUTIONS, INC.	60926 60927 60987	38812	7,461.47 7,822.40 7,179.04	FERROUS CHLORIDE FERROUS CHLORIDE FERROUS CHLORIDE	22,462.91
2/23/2023	LINDE GAS & EQUIPMENT INC	60747 60749 60984	38813	1,136.26 1,258.95 2,671.63	OXYGEN RENTAL OXYGEN RENTAL OXYGEN RENTAL	5,066.84
2/23/2023	MSC INDUSTRIAL SUPPLY CO. INC.	60921	38814	39.84	INVTY U103912	39.84
2/23/2023	ODP BUSINESS SOLUTIONS LLC	60911	38815	266.82	OFFICE SUPPLIES	266.82
2/23/2023	MIRACLE ODURUKWE	61038	38816	834.48	T&M	834.48
2/23/2023	POLYDYNE INC	60986	38817	71,493.35	DRY POLY	71,493.35
2/23/2023	RH TECHNOLOGY	61023 61027	38818	2,563.60 4,151.70	O/S TEMP O/S TEMP	6,715.30
2/23/2023	STATE OF CALIFORNIA	598829	38819	125.00	EARNINGS GARNISHMENT	125.00
2/23/2023	SYSTEM 1 STAFFING	61018 61019	38820	2,975.10 2,975.10	O/S TEMP O/S TEMP	5,950.20
2/23/2023	UNIVAR USA INC	60925 60990	38821	6,846.51 6,847.12	SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE	13,693.63
2/23/2023	HD SUPPLY FACILITIES MAINTENANCE LTD	60918	38822	4,392.23	INVTY U103901	4,392.23
2/23/2023	WOODARD & CURRAN INC.	61014	38823	4,621.23	ON-SITE FUELING STATION REPLACEMENT PN 19112	4,621.23
2/23/2023	JASON YUN	61037	38824	834.48	T&M	834.48
	GRAND TOTAL					<u>1,652,739.78</u>

ITEM E/3

April 12, 2023

RECEIVE NOTES OF BOARD OF DIRECTORS FINANCE COMMITTEE MEETING,
MARCH 16, 2023

Recommendation

Note receipt and file.

Background Information

The Finance Committee met on March 16, 2023. The meeting was attended by Committee Chair, Juan Banales; Vince De Lange, General Manager; Brian Thomas, Acting Business Services Director/District Engineer; Dean Eckerson, Resource Recovery Services Director; Thanh Vo, Acting Engineering Services Director; Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board; and Anika Lyons, Finance Manager.

The purpose of the meeting was to review and receive comments on the Key Assumptions for Proposed FY23/24 Sewer Service Charges.

Analysis

Committee meeting notes are provided as an informational report at regular Board Meetings as part of the Consent Calendar.

Financial Impact

None.

Attachments

1. Finance Committee Meeting Notes, March 16, 2023
2. Finance Committee Agenda, March 16, 2023 (without attachments)

Reviewed by:



Vince De Lange
General Manager



MEETING NOTES

BOARD OF DIRECTORS FINANCE COMMITTEE MEETING

DELTA DIABLO

(a California Special District)

2500 Pittsburg-Antioch Highway, Antioch, CA 94509

THURSDAY, MARCH 16, 2023

4:30 P.M.

The Finance Committee meeting was called to order by Committee Chair Juan Banales on Thursday, March 16, 2023 at 4:33 p.m. Present were Vince De Lange, General Manager; Brian Thomas, Acting Business Services Director/District Engineer; Dean Eckerson, Resource Recovery Services Director; Thanh Vo, Acting Engineering Services Director; Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board; and Anika Lyons, Finance Manager.

PUBLIC COMMENTS

None.

REVIEW KEY ASSUMPTIONS FOR PROPOSED FY23/24 SEWER SERVICE CHARGES

Mr. Thomas provided an overview of the FY23/24 Sewer Service Charge (SSC) development, which includes a recommendation to maintain SSCs at the same level as in FY22/23 due to key changes to anticipated cash flows needs for major capital projects (i.e., no SSC increase). He highlighted that the District has experienced delays in implementing three major capital projects—the \$60M Secondary Process Improvements, \$18.5M Antioch Pump Station and Conveyance System Improvements, and \$7M Cogeneration System Improvements Project, which directly impacts cash flow needs and associated SSC increase projections. Mr. Thomas also noted that the District has experienced supply chain disruptions that have caused delays to two other capital projects, received additional SSC revenue as a result of continued growth in the service area, and effectively managed its operating budget with additional salary and benefit savings that balance increases in chemical and biosolids management costs.

In consideration of updated key assumptions in the District's 5-year financial plan, Mr. Thomas stated that FY23/24 SSCs may be maintained at FY22/23 levels without any significant impact on future SSC revenue projection needs and reviewed prior and current SSC projections. He noted that staff will be rebalancing distribution of FY23/24 SSC revenue between capital and operating needs to meet cash flow and fund balance reserve requirements. Mr. Thomas stated that a Proposition 218 Notice would not be required this year, but the Board will need to authorize SSC collection on the tax roll in June 2023. In closing, Mr. Thomas provided an overview of next steps in the process.

Chair Banales commented that project costs may increase as time progresses and this may create uncertainty in financial planning. Mr. De Lange responded that the design work will be progressed further in a year for two of these major projects, which will allow refinement of cash flow magnitude and timing assumptions.

Mr. De Lange noted that staff is recommending an additional engineer to better support capital project delivery. Chair Banales noted that the District's budget should properly reflect

anticipated staffing levels (i.e., some consideration of position vacancies) during budget development.

Chair Banales inquired about future SSC rate increases and the confidence level with the current projections. Mr. De Lange responded that the District has sufficient financial flexibility to adapt to potential near-term capital cost increases without significant impacts to current SSC assumptions. Mr. Thomas noted that staff conducted sensitivity analyses to ensure future SSC rates are stable without sharp increases.

Chair Banales commented that he is pleased with the report and the approach to SSCs in FY23/24.

ADJOURNMENT

The meeting was adjourned by Chair Banales at 5:13 p.m.

(Recording Secretary: Cecelia Nichols-Fritzler)

AGENDA

BOARD OF DIRECTORS FINANCE COMMITTEE MEETING

DELTA DIABLO

(a California Special District)

PLANT OPERATIONS CENTER CONFERENCE ROOM

2500 Pittsburg-Antioch Highway | Antioch, CA 94509

THURSDAY, MARCH 16, 2023

4:30 P.M.

A. PUBLIC COMMENTS

B. REVIEW KEY ASSUMPTIONS FOR PROPOSED FISCAL YEAR 2023/2024 SEWER SERVICE CHARGES (Brian Thomas)

C. ADJOURNMENT

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 and also at the District Administration Building located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509 during normal business hours.

ITEM E/4

April 12, 2023

RECEIVE NOTES OF BOARD OF DIRECTORS PERSONNEL COMMITTEE MEETING,
MARCH 24, 2023

Recommendation

Note receipt and file.

Background Information

The Personnel Committee met on March 24, 2023. The meeting was attended by Committee Chair, Federal Glover; Vince De Lange, General Manager; Dean Eckerson, Resource Recovery Services Director; Niger Edwards, Human Resources and Risk Manager; and Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board.

The purpose of the meeting was to review and receive comments on the Laboratory Management Professional/Retired Annuitant Classification, job description, and salary schedule.

Analysis

Committee Chair Glover recommended the item be presented to the Board of Directors on April 12, 2023. Committee meeting notes are provided as an informational report at regular Board Meetings as part of the Consent Calendar.

Financial Impact

None.

Attachments

1. Personnel Committee Meeting Notes, March 24, 2023
2. Personnel Committee Agenda, March 24, 2023 (without attachments)

Reviewed by:



Vince De Lange
General Manager



MEETING NOTES

BOARD OF DIRECTORS PERSONNEL COMMITTEE MEETING

DELTA DIABLO

(a California Special District)

2500 Pittsburg-Antioch Highway, Antioch, CA 94509

FRIDAY, MARCH 24, 2023

10:00 A.M.

The Personnel Committee meeting was called to order by Committee Chair Federal Glover on Friday, March 24, 2023 at 10:00 a.m. Present were Vince De Lange, General Manager; Dean Eckerson, Resource Recovery Services Director; Niger Edwards, Human Resources and Risk Manager; and Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board.

PUBLIC COMMENTS

None.

REVIEW LABORATORY MANAGEMENT PROFESSIONAL/RETIRED ANNUITANT CLASSIFICATION, JOB DESCRIPTION, AND SALARY SCHEDULE

Mr. De Lange opened by noting the District's efforts to realign staffing levels in recent years, while highlighting that this now presents an opportunity to make further staffing changes to meet staffing needs which will be highlighted in future Personnel Committee meetings.

Mr. Eckerson provided an overview of the critical regulatory compliance functions and current organizational structure of the Laboratory Division. He reviewed recent staffing actions for the Laboratory Manager position and the staff recommendation to create a new Laboratory Management Professional/Retired Annuitant (RA) position while the current recruitment effort is being completed. Mr. Eckerson reviewed the specific CalPERS requirements for hiring RAs and the District's use of RAs in the Finance, Human Resources, and Operations divisions in recent years. He reviewed the proposed key job duties, qualifications, and salary range for the position, while noting the District engaged with the Management Association to confirm no potential impacts to members.

In response to a question from Chair Glover, Mr. De Lange confirmed that RAs do not receive benefits. Following the presentation, Chair Glover recommended that staff submit the item for consideration at the April 12, 2023 Board Meeting.

ADJOURNMENT

The meeting was adjourned by Chair Glover at 10:15 a.m.

(Recording Secretary: Cecelia Nichols-Fritzler)

AGENDA

**BOARD OF DIRECTORS PERSONNEL COMMITTEE MEETING
DELTA DIABLO**

(a California Special District)

**190 E. 4TH STREET, PITTSBURG, CA 94565
FRIDAY, MARCH 24, 2023
10:00 A.M.**

A. PUBLIC COMMENTS

**B. REVIEW LABORATORY MANAGEMENT PROFESSIONAL/RETIRED
ANNUITANT CLASSIFICATION, JOB DESCRIPTION, AND SALARY SCHEDULE
(Dean Eckerson)**

C. ADJOURNMENT

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 and also at the District Administration Building located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509 during normal business hours.

April 12, 2023

APPROVE AMENDMENT NO. 2 TO EAST COUNTY WATER MANAGEMENT ASSOCIATION (ECWMA) AGREEMENT ADDING BETHEL ISLAND MUNICIPAL IMPROVEMENT DISTRICT AS A PARTY TO AGREEMENT, AMENDING ECWMA'S ADMINISTRATIVE PROCEDURES, PROVIDING A PROCEDURE FOR ADDING NEW MEMBERS AND AUTHORIZING MANAGERS OF MEMBER AGENCIES TO VOTE ON BEHALF OF MEMBER AGENCY IN ABSENCE OF GOVERNING BOARD REPRESENTATIVE

Recommendations

1. Approve and authorize the Board Chair to execute Amendment No. 2 to the East County Water Management Association (ECWMA) Agreement.
2. Designate the General Manager to act as the designated manager alternate on behalf of Delta Diablo in the absence of the Board of Directors representative.

Background Information

Delta Diablo is a participating agency in ECWMA, which considers all aspects of water management within the region, including water supply and quality, wastewater, recycled water, flood control, stormwater, watershed, and habitat management. The ECWMA was formed and exists under an agreement (ECWMA Agreement) among its member agencies. The current member agencies include City of Antioch, City of Brentwood, Byron-Bethany Irrigation District, Contra Costa County Water Agency, Contra Costa Water District, Delta Diablo, Diablo Water District, East Contra Costa County Habitat Conservancy, East Contra Costa Irrigation District, Ironhouse Sanitary District, City of Pittsburg, and Town of Discovery Bay Community Services District.

Analysis

The ECWMA has requested that each member agency's governing Board consider approving an amendment to the ECWMA Agreement. The amendment will modify the ECWMA Agreement by adding Bethel Island Municipal Improvement District as a party to the ECWMA Agreement; and allowing each participating agency's elected Board to designate one of its members to act on its behalf, and to allow the agency's designated manager to act as an alternate in the event the member is absent from a meeting. In addition, the amendment will clarify that the Contra Costa County Water Agency is and always has been a member agency, despite an earlier amendment that mistakenly referred to it as Contra Costa County. The amendment will be effective May 1, 2023, following approval of the amendment by all of the member agency governing bodies.

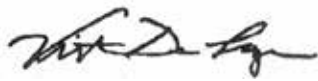
Financial Impact

None.

Attachment

Amendment No. 2 to the East County Water Management Association (ECWMA) Agreement

Prepared by:



Vince De Lange
General Manager



**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

This is Amendment No. 2 to the East County Water Management Association Agreement ("ECWMA Agreement") dated March 20, 1997, by and among the Cities of Brentwood, Antioch, and Pittsburg, Contra Costa County Water Agency, Byron-Bethany Irrigation District, Delta Diablo, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District, Contra Costa Water District, and East Contra Costa County Habitat Conservancy (collectively, "parties" or "member agencies"). Amendment No. 1 was entered into by the parties on October 28, 2010. All of the parties to the ECWMA Agreement and Amendment No. 1 are also parties to this Amendment No. 2.

RECITALS

A. The purpose of this Amendment No. 2 is to: 1) add the Bethel Island Municipal Improvement District as a party to the ECWMA Agreement; 2) to change the name of the existing party Contra Costa County in Amendment No. 1 back to Contra Costa County Water Agency; 3) to amend ECWMA's administrative procedures; 4) provide a procedure for adding new members; and 5) authorize each member agency to designate its Manager to act as an alternate of the Governing Board Representative who may vote on behalf of the member agency in the absence of the Governing Board Representative.

AGREEMENT

1. Effective Date. The Effective Date of this Amendment No. 2 is May 1, 2023.

2. Parties as of Effective Date. As of the Effective Date of this Amendment No. 2, the parties to the ECWMA Agreement are the Cities of Brentwood, Antioch, and Pittsburg, Contra Costa County Water Agency, Byron-Bethany Irrigation District, Delta Diablo, Diablo Water District, East Contra Costa Irrigation District, Ironhouse Sanitation District, Town of Discovery Bay Community Services District, Contra Costa Water District, East Contra Costa County Habitat Conservancy, and Bethel Island Municipal Improvement District.

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

3. Section 3 of the ECWMA Agreement, “**Governing Board Representatives (GBR)**” is amended to incorporate the following *italicized* additions:

3. **Governing Board Representatives (GBR)**. The ECWMA shall be governed and operated by the GBR which shall be comprised of one elected official representative from each member agency. The governing body of each member agency shall designate, and may replace, one of its members as its representative, on the GBR. No individual shall serve as the representative of more than two member agencies. Each agency shall have one vote on the GBR. All actions of the GBR shall require the affirmative vote of a majority of its members, *except for the addition of new members, which requires unanimous approval. Each member agency may designate its Manager to act as an alternate in place of the member agency’s GBR. If a GBR for a member agency is not present at a meeting, the designated Manager may vote on behalf of the agency.*

The GBR shall provide policy guidance in the implementation of the purposes of the ECWMA and authorize disbursement of funds in accordance with this Agreement.

The GBR shall choose a regular meeting date and shall meet at least semi-annually.

The GBR shall appoint one of its members as the Chair and one as Vice-Chair. The Chair or any three members of the GBR may call a special meeting. A Secretary shall also be appointed by the GBR. The term of office for the Chair, Vice-chair and Secretary shall be for two years.

The GBR shall be authorized to hold a vote to add a new member agency(ies) to the ECWMA at both regular and special meetings. The following conditions must be met for a new member agency to be added to the ECWMA:

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

(1) Approval. The addition of a new member agency shall require the unanimous approval of the current member agencies' GBRs and an amendment to the ECWMA.

(2) Annual Deposit. Within 30 days of receiving the affirmative vote of the GBR members, the new member agency must deposit \$500 with the Treasurer for the ECWMA. Thereafter, the member agency must deposit an additional \$500 by March 1 of each year as outlined in Section 6 of the ECWMA Agreement.

(3) Commencement of Membership. Within 90 days after the Treasurer for the ECWMA receives the newly approved member agency's initial \$500 deposit, an amendment to this Agreement acknowledging the added membership must be executed by the new member agency and all existing member agencies.

The meetings of the GBR shall be open to the public, noticed, and conducted in accordance with the Brown Act, Government Code Section 54950 et seq.

4. Section 5 of the ECWMA Agreement, "Administrative Procedures," is deleted in its entirety and replaced with Section 5 [RESERVED].

5. Entire Agreement. In the event of a conflict with the ECWMA Agreement or Amendment No. 1, or this Amendment No. 2, the terms of this Amendment No. 2 shall prevail over anything to the contrary in the ECWMA Agreement or Amendment No. 1. In all other respects the ECWMA Agreement, Amendment No. 1, and this Amendment No. 2 will be the entire agreement among the parties construed together as one and the same agreement.

6. Effect. Except for the amendments agreed to herein, the above referenced ECWMA Agreement remains in full force and effect.

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

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

8. Signatures: The following signatures attest each member agency's agreement hereto.

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CITY OF ANTIOCH

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CITY OF BRENTWOOD

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

BETHEL ISLAND MUNICIPAL IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

BYRON-BETHANY IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CONTRA COSTA COUNTY WATER AGENCY

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CONTRA COSTA WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

DELTA DIABLO

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

DIABLO WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

EAST CONTRA COSTA IRRIGATION DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

IRONHOUSE SANITARY DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

CITY OF PITTSBURG

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT NO. 2 TO THE
EAST COUNTY WATER MANAGEMENT ASSOCIATION AGREEMENT**

TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

April 12, 2023

ADOPT RESOLUTION TO APPROVE NEW LABORATORY MANAGEMENT PROFESSIONAL/RETIRED ANNUITANT CLASSIFICATION, JOB DESCRIPTION, AND UPDATED DISTRICT SALARY SCHEDULE

Recommendation

Adopt a resolution to approve a new Laboratory Management Professional/Retired Annuitant (RA) classification, job description, and updated District Salary Schedule, as required by the California Public Employees' Retirement System (CalPERS).

Background Information

The Laboratory Division is a work group in the Resource Recovery Services Department with responsibility for sampling and testing wastewater and recycled water to ensure compliance with various regulatory permit requirements, as well as implementing pollution prevention and pretreatment programs. In March 2023, the Laboratory Division experienced a vacancy in the Laboratory Manager position, which is responsible for planning, managing, organizing, and directing all activities of the Laboratory Division. This responsibility further includes providing laboratory staff supervision and technical direction for the operation and certification of a public laboratory, including overseeing annual recertification, data integrity, quality assurance and quality control, and regulatory compliance and reporting. The District most recently recruited for the Laboratory Manager position in October 2021 and filled the position in May 2022 following an extended recruitment period.

The Laboratory Manager is a highly-technical position requiring in-depth knowledge of wastewater and recycled water regulatory requirements, including self-monitoring program sampling, analytical, and reporting requirements, and the capability to serve as the "Technical Manager" responsible for all analytical and operational activities of the laboratory as required under the California Environmental Laboratory Accreditation Program (ELAP). Given current business needs and the potential for an extended recruitment period to fill the current vacancy, it is critical that the District fill the position on a temporary basis with a qualified individual who possesses the highly-specialized skills, experience, and qualifications to ensure the laboratory continues to meet regulatory monitoring, analysis, and reporting requirements and maintain the District's ELAP accreditation. Staff is recommending creation of a new Laboratory Management Professional/Retired Annuitant position to meet these critical District business needs.

Analysis

CalPERS allows for limited duration employment of retired members (known as "retired annuitants [RAs]") for specific purposes, including labor resource and special project assistance. CalPERS regulations stipulate the following conditions under which a retired annuitant may be employed:

- § The RA may only be hired into a position designated as an RA position (not any other full- or part-time position).
- § The RA must wait 180 days after their retirement date before returning to work for a CalPERS employer. (District may be able to waive this provision under certain conditions with an associated Board action and CalPERS recognition).
- § The compensation must be according to an established pay rate for a classification on the agency's salary schedule.



- § The RA cannot receive any other compensation or benefits and does not accrue service credit or any additional retirement rights or benefits.
- § The RA is limited without exception, to a maximum of 960 hours in a fiscal year (July 1 to June 30) for employment with all CalPERS employers combined.

To comply with CalPERS regulations, the Board of Directors must designate and approve, by Resolution, a job description and salary range for the Laboratory Management Professional/RA classification before the District can hire an RA for this position. The job description (refer to Attachment 1) defines the classification, outlines essential duties, qualifications, education, experience, and certification requirements, and identifies working conditions to successfully perform the work.

The Laboratory Management Professional/RA classification is an unrepresented position and does not include benefits (other than those statutorily required by law). This classification is comparable to the Laboratory Manager classification and would have an hourly compensation rate equivalent to the Laboratory Manager salary range (M180), capped at the top step of the salary range (refer to Attachment 2).

On March 24, 2023, staff reviewed the proposed new classification, job description, and salary schedule with the Personnel Committee, which recommended consideration of this item at the Board Meeting on April 12, 2023.

Financial Impacts

Sufficient funding for this position is included in the adopted FY22/23 Budget.

Attachments

1. Resolution to Approve Laboratory Management Professional/RA Classification, Job Description, and Updated District Salary Schedule
2. Delta Diablo Personnel Committee Agenda for March 24, 2023 (w/o attachments)

Prepared by:



Dean Eckerson
Resource Recovery Services Director

cc: District File No. BRD.01-ACTS



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

RESOLUTION NO. 03/2023

**Re: Adopt Resolution to Approve New Laboratory Management)
Professional/Retired Annuitant Classification, Job Description,)
and Updated District Salary Schedule)**

THE BOARD OF DIRECTORS OF DELTA DIABLO HAS HEREBY DETERMINED THAT:

WHEREAS, the Board of Directors has authority to establish job classifications and salary ranges, and provide for the General Manager to define and establish duties and requirements for each classification; and

WHEREAS, the District has a need to hire temporary employees to provide laboratory staff supervision and technical direction for the operation and certification of a public laboratory, including overseeing recertification, data integrity, quality assurance and control, and regulatory compliance and reporting; and

WHEREAS, temporary employees may be California Public Employees' Retirement System (CalPERS) retired annuitants, who, subject to certain requirements under CalPERS, need not be reinstated in CalPERS during their employment with the District; and

WHEREAS, the District has determined that a temporary Laboratory Management Professional/Retired Annuitant classification should be established to comply with CalPERS requirements applicable to retired annuitants employed by the District without reinstatement; and

WHEREAS, the new job description and salary range for the Laboratory Management Professional/Retired Annuitant classification has been added to the District's Salary Schedule; and

WHEREAS, CalPERS requires the Salary Schedule to be posted on the District's website.

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

1. The Laboratory Management Professional/Retired Annuitant classification, job description, and updated District Salary Schedule are approved.
2. The updated District Salary Schedule as stated in this Resolution shall become effective on April 13, 2023 and shall be posted on the District's website.

PASSED AND ADOPTED on April 12, 2023, 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 April 12, 2023.

ATTEST: Monica Wilson
Board Secretary

By: _____

Exhibits: A – Laboratory Management Professional/Retired Annuitant Job Description
B – Updated District Salary Schedule



Classification Specification

LABORATORY MANAGEMENT PROFESSIONAL RETIRED ANNUITANT

DEFINITION

Under general administrative direction, plans, manages, organizes, and directs the activities of the District's Laboratory Division, provides technical direction for the operation and certification of a public laboratory, develops and manages division budget, and manages the District's pollution prevention and pretreatment programs, including annual recertification, data integrity, quality assurance, reporting, and regulatory compliance. Serves as Technical Manager under the Environmental Laboratory Accreditation Program (ELAP).

DISTINGUISHING CHARACTERISTICS

This is a single-position, management-level classification that performs duties related to the administration of the Laboratory Division, including overall management of division functions, short- and long-range planning, and implementation of the laboratory, pollution prevention, and pretreatment programs. The Laboratory Management Professional Retired Annuitant (RA) is distinguished from the Chemist III in that the former is responsible for the overall management of the District's laboratory services and activities. The Laboratory Management Professional RA is distinguished from the Resource Recovery Services Director in that the latter is responsible for the overall performance and operation of the Resource Recovery Services Department.

SUPERVISION RECEIVED AND EXERCISED

Under general administrative direction from the Resource Recovery Services Director and may receive direction from the General Manager or other department directors. This classification exercises supervision and direction over lower-level classifications within the Laboratory Division. May act as a leader for assigned District teams and projects, and as such, may coordinate or oversee the work of other District staff directly related to the assigned activity.

TYPICAL DUTIES

Duties and responsibilities may include, but are not limited to, the following:

- Plan, direct, organize, and oversee the day-to-day operations of a public laboratory, the Laboratory Division, and related pollution prevention and pretreatment programs, preparation and implementation of operating procedures, and allocation of divisional resources and functional responsibilities.
- Manage and participate in development and implementation of short- and long-term goals, objectives, policies, and priorities for assigned functions and programs; recommend, within departmental policy, appropriate service and staffing levels; and recommend and administer policies and procedures.
- Develop and monitor a division budget and participate in the District's budget cycle and preparation.
- Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees on performance issues; and make disciplinary recommendations.
- Ensure completion of division work activities in a manner consistent with District policies and procedures, and applicable laws, codes, statutes, and regulations; identify revised or new

policies and procedures to address changes in work processes, legal requirements, and regulatory considerations.

- Stay abreast of regulatory, legislative, and industry changes that impact District operations and recommend approaches to address these changes, including advocacy, as needed.
- Supervise, participate in, and oversee staff providing services and administering programs of the Laboratory Division, pollution prevention, and pretreatment programs.
- Ensure regulatory compliance for all laboratory and environmental programs and laboratory operations including agreements for stormwater inspection, solid waste management, and waste diversion or reduction. Serve as Technical Manager under ELAP.
- Develop and draft specific language and detailed provisions of new or revised ordinances for inclusion in the District Code related to laboratory operations and quality assurance, pollution prevention, discharge, and other water quality standards or requirements.
- Develop and administer laboratory related plans and programs mandated by the regional boards and other regulatory bodies.
- Perform periodic audits, proficiency testing, reporting, and data or process reviews as mandated for laboratory, and pollution prevention and pretreatment program compliance.
- Develop pretreatment audit preparation plans for third-party auditors and write pretreatment audit responses, and act as point of contact for laboratory and pretreatment program audits.
- Coordinate response to claims and litigation in cooperation with District Counsel and indemnity coverage providers, as directed.
- Gather and accumulate information and data on developments and trends in applicable legislation, rules, regulations, and professional practices of related industries.
- Prepare a variety of analyses, reports, schedules, recommendations, and position papers work on programs and special projects of laboratory and pollution prevention programs.
- Coordinate division activities with other District departments and divisions during the course of business and as part of an emergency or disaster plan.
- Prepare recommendations, reports, and other materials; make presentations to management, the Board, other agencies, industry organizations, and the public; and represent the District at meetings, seminars, and conferences.
- Effectively perform other work duties and responsibilities consistent with the position on an as-needed and/or assigned basis.

General Organizational Duties

- Assist in development and implementation of strategic initiatives related to the District's Strategic Plan.
- Oversee development and implementation of activities related to key success indicators of the department and division.
- Identify and oversee implementation of relevant, innovative processes, technologies, and approaches for implementation at the District.
- Actively promote the District's focus on effective and respectful communications to build better work relationships at all levels in the organization.
- Establish and maintain effective relationships with other staff members, staff at other agencies, professional organizations, and other relevant stakeholders.
- Participate in regional collaboration opportunities and learning from peer agencies to serve the District's needs.
- Participate and lead teams engaged in District projects and organizational activities.
- Provide appropriate, timely, and customer service focused responses to public inquiries.

- Understand and conform with the District's Policies and Procedures.
- Understand and conform with the District's Safety Program.
- Assume responsibility for covering a part of the work assignments of other staff during short absences.

KNOWLEDGE, SKILLS, AND ABILITIES**Knowledge of:**

- Principles, practices, and functions of laboratory operations in public utility water and wastewater quality control.
- Applicable federal, state, and local laws, codes, and regulations related to the work.
- U.S. Environmental Protection Agency (EPA) standards applicable to the National Pollutant Discharge Elimination System (NPDES) permitting requirements.
- Legal and regulatory requirements applicable to water and wastewater treatment, water quality laboratory analysis, and continuous industrial waste monitoring and reporting.
- Chemical laboratory and water quality control principles, standards, practices, and technical support functions.
- Sampling methodology under EPA protocols.
- Wastewater pretreatment technologies and applications.
- Techniques for preparing long- and short-term departmental service projections, budget requests, and supporting justifications.
- Techniques used in estimating time, material, and supply cost estimates.
- Principles of supervision, techniques for training, motivating, and developing employee skills and conducting formal performance evaluations.
- Methods and techniques of data analysis and reporting, creating accurate documentation, and effective presentation techniques.
- Organization and functions of an elected board of directors, the Brown Act and other laws and regulations governing the conduct of public meetings.
- Principles and practices of research analysis and management.
- Principles and practices of budget preparation, implementation, and monitoring.
- Practices of coordinating operations with outside agencies.
- Principles and techniques for working with groups and fostering effective team interaction to ensure teamwork is conducted smoothly.
- Modern office procedures, methods, and computer equipment.

Skills and Abilities to:

- Interpret and apply the specific provisions of regulations, legislation, policies, agreements, and procedures to conditions.
- Organize, implement, and direct department operations and activities; and develop, implement, interpret, explain, and enforce effective operating standards, and District and department policies and procedures.
- Exercise sound independent judgment within general policy guidelines.
- Perform mathematical, statistical, geometric, and algebraic calculations common to water quality control laboratory analysis and public agency budget work.
- Develop and implement goals, objectives, policies, and procedures, work standards, and internal controls in support of department activities.
- Prepare, administer, adhere to, and monitor department and program budgets.

- Evaluate, plan, and establish a sequence of actions for multiple organizational segments to accomplish specific objectives.
- Maintain awareness of the District's Strategic Plan and ensure performance and behavior is consistent with and in support of the District's strategic goals.
- Supervise, direct, mentor, coach, develop, and correct division staff; and interpret and enforce administrative/operational policies, practices, and procedures.
- Analyze complex administrative and program information and problems, evaluate alternative solutions, and recommend or adopt effective courses of action.
- Operate laboratory equipment, devices, and tools safely and effectively in normal and hazardous environments.
- Effectively define and deliver optimum customer service at the most competitive cost and effort; work collaboratively and cooperatively in a team environment; develop and nurture self-directed work teams; and seek out and encourage innovation and initiative from staff.
- Exercise tact and diplomacy in dealing with sensitive, complex, and confidential personnel and employee issues, sensitive situations, and concerned people and customers, both internal and external.
- Prepare clear, concise, and effective reports, presentations, correspondence, and other related documents, and communicate clearly and persuasively, both orally and in writing.
- Ensure the provision of proper training and instruction to Laboratory Division staff to work safely and effectively.
- Effectively utilize a variety of software and database programs to enter and track data, develop meaningful reports and schedules, and perform essential functions of the position.
- Evaluate, plan, and establish a sequence of actions for work projects to progress; organize multiple work tasks data and records; and maintain steady progress on various projects under pressure of varying deadlines.
- Exercise initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.

QUALIFYING TRAINING AND EXPERIENCE

A combination of training and experience that demonstrates an individual has obtained the required knowledge and is able to perform the required work (with reasonable accommodations, if needed). A person with the following combined training and experience would most likely qualify to compete in a selection process:

Education: A Bachelor's degree in Chemistry or a closely related field is required.

Experience: Seven (7) years of experience in water quality control laboratory operations and compliance work at least two (2) years of which was in a water or wastewater treatment plant facility, and five (5) years of experience in pretreatment.

Licenses and Certifications:

A valid California Class C driver's license and insurability under the District's driving program must always be maintained.

ADDITIONAL REQUIREMENTS

- Expected to respond or report to duty in emergency situations, which may occur after hours, on weekends, and/or holidays.

PHYSICAL DEMANDS

The physical demands described herein are representative of those that may be encountered by an employee while performing the essential job functions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

- Occasionally transport, lift, and otherwise safely handle objects weighing up to fifty (50) pounds.
- Occasionally operate District vehicles and electric carts.
- Occasionally reach above shoulder level to access or place files, paperwork or binders, and related items on and off overhead cabinets.
- Periodic kneeling, bending, and stooping to retrieve or place documents, files, and boxes on and off lower shelves, drawers, or ground level.
- Perform simple grasping, pushing, pulling, and fine manipulation.
- May be required to ascend and descend ladders and stairs; tolerate physical presence at heights of up to 75 feet on outdoor catwalks and exterior walkways of large structures.
- May be required to operate safety devices and equipment and apply proper safety procedures.

WORKING CONDITIONS

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Work in a normal office environment with controlled lighting, ventilation, and moderate noise levels.
- May be required to work outside of normal business hours to respond to emergency situations or as training or operational needs require.
- Periodic travel may be required for training, meetings, and other business purposes.
- Frequent sitting at a desk for prolonged periods while using a computer or in meetings.
- Regularly uses standard office equipment (keyboard, scanner, copier, telephone); intermittently twisting and reaching to operate other equipment without incapacitating adverse effects.
- May be exposed to outside weather conditions, including extreme heat and cold.
- May be exposed to power and noise producing tools and equipment.
- This position may be required to wear personal protective equipment (PPE) as required by the specific task or situation. The specific PPE required for the exposure will be listed in the standard operating procedures for the Laboratory Division.

EMPLOYMENT CONDITIONS

Collective Bargaining Representation Unit:	N/A
Pay Level:	LMRA, Hourly Annuitant
Job Specifications Approved by:	Board of Directors
Approval Date:	4/XX/2023
Appointment and Removal Authority:	General Manager
Revision Approval Authority:	General Manager
Revision Date	N/A

DELTA DIABLO SALARY RANGES (Effective April xx, 2023)
Section V - Unrepresented Part-time and Temporary Classifications

RANGE	CLASSIFICATIONS	Hourly Rate at Step Level				
		A	B	C	D	E
N/A	Co-Op Laboratory	\$16.51	-	-	-	\$20.07
N/A	Co-Op Maintenance	\$16.51	-	-	-	\$20.07
N/A	Operations Assistant	\$16.51	-	-	-	\$20.07
N/A	Engineering Intern	\$16.51	-	-	-	\$20.07
FPRA	Finance Professional/Retired Annuitant	\$74.31	\$78.03	\$81.93	\$86.03	\$90.33
HRRA	Human Resources and Risk Management Professional/Retired Annuitant	\$72.41	\$76.03	\$79.83	\$83.82	\$88.01
LMRA	Laboratory Management Professional/Retired Annuitant	\$75.79	\$79.58	\$83.56	\$87.73	\$92.12
OSRA	Operations Support and Construction Coordinator/Retired Annuitant	\$52.03	\$54.63	\$57.36	\$60.23	\$63.24

Approved: _____

Monica Wilson, Board Secretary

Date: _____

AGENDA

BOARD OF DIRECTORS PERSONNEL COMMITTEE MEETING DELTA DIABLO

(a California Special District)

190 E. 4TH STREET, PITTSBURG, CA 94565
FRIDAY, MARCH 24, 2023
10:00 A.M.

A. PUBLIC COMMENTS

B. REVIEW LABORATORY MANAGEMENT PROFESSIONAL/RETIRED ANNUITANT CLASSIFICATION, JOB DESCRIPTION, AND SALARY SCHEDULE (Dean Eckerson)

C. ADJOURNMENT

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 and also at the District Administration Building located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509 during normal business hours.

April 12, 2023

RATIFY GENERAL MANAGER'S EXECUTION OF CLIENT AGREEMENT AND
ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$50,000, HARVEST
TECHNICAL SERVICES, INC., PERSONNEL SERVICES

Recommendation

Ratify General Manager's execution of a Client Agreement with Harvest Technical Services, Inc. (Harvest) and issuance of a purchase order in the amount of \$50,000 for personnel services.

Background Information

The Laboratory Division is responsible for sampling and testing wastewater and recycled water to ensure compliance with various regulatory permit requirements, as well as implementing pollution prevention and pretreatment programs. Based upon the current staffing vacancies and a review of resource needs, staff is recommending adding a contract temporary Laboratory Technician in the Laboratory Division. A contract Laboratory Technician would provide a qualified and capable resource to conduct sampling and analysis in a cost-effective and timely manner on a temporary basis to ensure the District continues to effectively meet regulatory compliance requirements.

Analysis

Harvest provides qualified personnel for a variety of laboratory positions, including Laboratory Technician. Staff reviewed and negotiated Client Agreement terms and conditions with Harvest, which required use of its standard agreement form. Following a review of the agreement terms and conditions with District Legal Counsel and consideration of risk management impacts, staff recommended execution of the Client Agreement by the General Manager. Because the agreement requires the District to provide indemnity under certain circumstances, the Board must approve this requirement. Due to the urgent nature of the temporary staffing need, District Legal Counsel confirmed the agreement may be executed in advance and ratified at the next regular Board meeting.

Based on the hourly billing rate and a six-month duration temporary staffing need, staff issued a purchase order in the amount of \$50,000 for these services.

Financial Impact

Sufficient funding is available in the adopted FY22/23 Budget.

Attachment

Harvest Technical Services, Inc. Client Agreement

Prepared by: 

Dean Eckerson
Resource Recovery Services Director

cc: District File No. BRD.01-ACTS





CLIENT AGREEMENT Terms and Conditions of Business

HARVEST TECHNICAL SERVICES INC., a California corporation with offices in Walnut Creek, California ("Harvest"), is an employer-paid, temporary technical personnel service and full-time placement company. When signed and returned to Harvest by an authorized representative of the Client named below ("Client"), this Client Agreement ("Agreement") shall be the agreement between Harvest and Client for such services. Following execution by an authorized representative of Harvest, this Agreement is dated March 6, 2023 for reference purposes.

1. SPECIFIC SERVICES. Harvest's temporary technical personnel services include all activities relating to the recruiting, interviewing, hiring, compensation, payroll reporting, worker's compensation insurance, and fringe benefits of temporary employees supplied to Client under this Agreement. The site supervision and occupational safety compliance of Harvest employees assigned to the Client for the agreed upon duties are the Client's responsibility. Client acknowledges and agrees that it may not alter or change the provisions of individual assignment agreements between Harvest and their temporary technical personnel assigned to Client.

2. EQUAL EMPLOYMENT OPPORTUNITY. Harvest is an equal opportunity employer and refers all qualified candidates regardless of sex, race, color, creed, religion, ancestry, national origin, physical or mental disability including genetic characteristics, marital status, age, sexual orientation, or any other characteristic protected under local, state or federal law.

3. HARVEST COMPENSATION. In consideration for the services provided to Client under this Agreement, Client will pay Harvest a fee on the basis of the hours worked by the employee or employees assigned to Client, multiplied by the hourly rate(s), as agreed between Harvest and Client.

For purposes of this Agreement, "recruited personnel" means any Harvest candidate that is referred or presented to the Client, and "payroll service personnel" means any candidate pre-identified by Client and referred to Harvest for employment. Harvest will submit its invoice to Client weekly for all employee hours worked in the prior week. Harvest will invoice Client on the basis of the hours worked as shown on the Harvest timecard.

4. EMPLOYEE SCHEDULE. Harvest employee(s) will work the schedule that is specified by Client at the beginning of the assignment, subject to modification agreed upon by Client and Harvest, including all legally required rest breaks and meal breaks. Unless specifically instructed and authorized by Client, Harvest employee(s) may not work any overtime, as defined under California labor laws.

5. EMPLOYEE EXPENSES. Client agrees to reimburse out-of-pocket expenses actually and reasonably incurred by any Harvest employee assigned to Client, in performing the assigned services, provided that Harvest submits a written expense report and supporting documentation to Client promptly. Expenses will be included on Harvest's invoice and subject to the Payment Terms summarized below. Notwithstanding anything to the contrary, Client's policies governing reimbursement of its employees' out of pocket expenses shall be used to determine whether expenses will be reimbursed, and any limits that may apply to the reimbursement. *All expenses will be agreed upon in advance between Harvest and Client's General Manager or designee.*

6. PAYMENT TERMS. Payment of Harvest's invoice is due in full within thirty (30) days of submission and approval of the invoice by Client's General Manager, or designee.

7. HARVEST RESPONSIBILITY. Harvest is responsible for paying the compensation, including any fringe benefits, of its employees temporarily assigned to the Client. Harvest is also responsible for withholding, reporting and paying all payroll tax and legally required withholdings associated with such compensation. Harvest will be responsible for obtaining all worker's compensation coverage of such employees at its expense and will provide Client with a certificate of insurance. Harvest will compensate its employees and invoice Client on the basis of the hours worked as shown on the Harvest timecard.

1839 Ygnacio Valley Rd. #390
Walnut Creek, CA 94598
(925) 937-4874 o
(925) 937-8090 f

HARVTECH.COM

8. **CLIENT RESPONSIBILITY.** Client is responsible for providing Harvest with an adequate description in advance of each assignment for which Harvest will provide temporary staff, including but not limited to any credential, certification, license or other qualification required. Client is responsible for supervision of Harvest’s temporary employees assigned to Client. Client agrees to review and approve the Harvest timecard for each employee promptly on a weekly basis. Client will promptly notify Harvest immediately of any discrepancies between the assigned employee’s hours reported on the Harvest timecard and Client’s internal time records. Client agrees to provide feedback and comment on any temporary employees supplied by Harvest promptly. Client agrees to notify Harvest immediately if the specification for a particular assignment ends or will end prior to the anticipated date.

9. **COMMITMENT TO SAFETY.** Client agrees to furnish Harvest employees with safe working conditions and equipment in compliance with all applicable health and safety regulations, ordinances, and laws, and to train Harvest employees in safety procedures necessary for the performance of the assignment. Client agrees to provide each Harvest employee assigned to it with personal protective equipment, as may be appropriate. Further, Client agrees to provide Harvest with documentation of all safety training in which each Harvest employee assigned to it receives. Client agrees that it is familiar with and in compliance with applicable OSHA and Cal/OSHA requirements and regulations. Client agrees to indemnify and hold Harvest, its management and employees harmless from any claims, damages, fines, expenses or other liability resulting from a violation of its obligations under this Agreement or resulting from unsafe working conditions or OSHA or Cal/OSHA violations related to any facility owned or controlled by Client where Harvest employees are assigned. Provided however, that the foregoing indemnity shall not apply to liability for maintaining Worker’s Compensation insurance coverage for Harvest employees assigned to Client, or for claims for work-related injuries or illness to Harvest employees assigned to Client.

10. **SETTLEMENT FEES.** Client shall be responsible for paying Harvest a settlement fee (“Settlement Fee”) that is a percentage of the applicable Full-Time Placement Fee described in Section 11, in an amount determined according to the table below, if Client hires a Harvest employee assigned to Client (or Client’s subsidiary, parent or affiliated company) as an employee or a contractor.

<u>Straight Time Hours on Assignment</u>	<u>Percentage of Full-Time Placement Fee (see Section 11)</u>
1-520 straight time hours billed	100% of full-time placement fee
521-1040 straight time hours billed	25% discount off full-time placement fee
1041-1560 straight time hours billed	50% discount off full-time placement fee
1561-2080 straight time hours billed	75% discount off full-time placement fee
2080+ straight time hours billed	No Settlement Fee

Harvest will submit its invoice to Client for the applicable Settlement Fee, promptly following information that Client has hired Harvest’s employee, which invoice shall be due and payable in full within 30 days. All Settlement Fees are payable in cash in accordance with Section 6 above.

11. **FULL-TIME PLACEMENT FEES.** At Client’s request, Harvest will provide technical personnel employment placement services to Client, including recruiting, interviewing, screening, testing and pre-screening candidates for employment directly with Client. Harvest’s compensation for placement services is calculated as a percentage of the total base salary agreed by Client to be paid to the candidate.

a. The fee shall be 20% of the first-year compensation offered by Client, net of any signing bonus paid to the employee.

b. If any candidate referred by Harvest accepts employment from Client (or Client’s subsidiary, parent or affiliated company) as an employee or a contractor within 180 calendar days after the date after such referral by Harvest, Client agrees to pay Harvest the full-time placement fee, as determined above according to this Section 11.

(i) Harvest will invoice Client for the entire applicable full-time placement fee promptly upon candidate’s acceptance of such employment.

(ii) Fees are payable in full according to the Payment Terms in Section 6, above.

c. If an employee or contractor placed by Harvest under this Section 11. voluntarily terminates or is terminated within the first 90 days, Harvest will use commercially reasonable efforts to replace such employee or contractor without additional charge. If Harvest is not able to replace the employee or contractor after reasonable efforts, Harvest will return the placement fee paid by Client. Provided however, that

- (i) if such employment or engagement is terminated as a result of Client's reduced workload, forcing a reduction in staff, or
- (ii) if the scope of duties of the employee or contractor has changed substantially or has been misrepresented to Harvest, or
- (iii) if the full-time placement fee payment schedule is agreed upon in advance by signing an addendum to this Agreement which nullifies the 90-day guarantee,

then Harvest will not be responsible for replacing the employee or contractor, nor will Harvest be responsible for returning or crediting any portion of the placement fee invoiced to Client.

12. COVENANT NOT TO HIRE HARVEST REFERRAL. Unless Client pays Harvest in advance a fee that is equal to Harvest's Settlement Fee, as that term is defined in Section 10, above, Client agrees not to hire any individual referred to Client by Harvest (whether such individual was accepted by Client at the time of Harvest's initial referral) for at least six (6) months following the later of (i) Client's initial interview of the individual, or (ii) Harvest's delivery to Client of individual's resume, name and identity, qualifications, or the like.

13. INDEPENDENT CONTRACTOR. Harvest shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any affiliates or subsidiaries thereof, except as explicitly stated herein. Harvest shall not commit, execute, bind, or contractually obligate anything to any person on behalf of Client without the prior written consent of Client.

14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY.

a. Harvest agrees that all documentation and other data conceived, originated, prepared or developed by Harvest or its employees assigned to Client in the course of performing its services hereunder shall become or remain the sole property of Client, excluding any personnel information and payroll records created with respect to such employees.

b. Harvest acknowledges and agrees that all tangible and intangible information, including but not limited to information regarding Client's personnel, compensation, benefit structure, management and organizational structure, corporate strategies, clients, projects, products, markets, pricing and processes, revealed, obtained, or developed by Harvest's employees in the course of or in connection with the performance of services under this Agreement shall be considered as confidential and proprietary information to Client and shall not be disclosed to any third party, without prior written consent of Client, and shall not be used for any purpose other than to fulfill the requirements of this Agreement. The foregoing restriction shall not apply to information which is (i) in the public domain through no fault of Harvest, (ii) which is determined by the District to be a record that is required to be disclosed to a third-party pursuant to a Public Records Act request, subpoena, discovery request, or court order, or (iii) is rightfully in Harvest's possession prior to the commencement of services hereunder. Upon termination or expiration of this Agreement, and at Client's discretion, on Client's request, Harvest shall return or destroy all proprietary material of Client and material owned by Client that is in the care, custody or control of Harvest Technical Services.

15. TERM AND TERMINATION. This Agreement shall be effective from the date first written above and automatically renewed annually, if not terminated in accordance with this Section 15. Provided, however, that this Agreement may be terminated at any time by either party upon delivery of a written notice of termination via U.S. first class mail or overnight mail to the other party's address set forth above. This Agreement shall terminate automatically upon the dissolution or permanent cessation of business by either party.

16. MISCELLANEOUS. In the event Harvest must initiate legal proceedings to collect its fees under this Agreement, Client agrees to pay Harvest's costs of collection, including a reasonable attorney fee. In the event of any legal proceedings to enforce or interpret this Agreement, the prevailing party shall be entitled to collect a reasonable attorney fee in addition to any other relief awarded in the proceeding. This Agreement is governed by and construed in accordance with the laws of the State of California, excluding its statutes governing conflict of laws. This Agreement may not be modified except by a written memorandum signed by both parties. This Agreement supersedes all prior negotiations, offers, understandings, promises and agreements between the parties. Time is of the essence to the parties and to this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS. Each party to this Agreement agrees that it will comply with all applicable local, state and federal laws, statutes, regulations in carrying out the provisions of this Agreement.

(Signature page to follow)

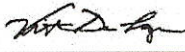
1839 Ygnacio Valley Rd. #390
Walnut Creek, CA 94598
(925) 937-4874 o
(925) 937-8090 f

HARVTECH.COM


Thank you for selecting Harvest Technical Services. Please scan and send a signed copy of this document to HR@harvtech.com to accept the foregoing Terms and Conditions of Business.

CLIENT:

Delta Diablo

By:  Vince De Lange
(Signature) (Print Name)
Its: General Manager
(Title)
Date: March 27, 2023

EXECUTED BY AUTHORIZED REPRESENTATIVE OF HARVEST TECHNICAL SERVICES, INC.

By:  Renee Bush
(Signature) (Print Name)
Its: Operations Coordinator
(Title)
Date: March 27, 2023

Harvest Technical Services Inc., (rev. 11-2020)

ITEM E/8

April 12, 2023

AUTHORIZE GENERAL MANAGER TO EXECUTE LABORATORY EQUIPMENT SERVICE AGREEMENT IN THE AMOUNT OF \$3,715, THERMO FISHER SCIENTIFIC INC., DBA THERMO ELECTRON NORTH AMERICA LLC, LABORATORY EQUIPMENT SERVICES

Recommendation

Authorize the General Manager to execute a Laboratory Equipment Service Agreement in the amount of \$3,715 with Thermo Fisher Scientific Inc., dba Thermo Electron North America LLC (Thermo), for ion chromatography inspection and preventative maintenance services.

Background Information

The District analyzes wastewater and recycled water to ensure compliance with various regulatory permit requirements using an ion chromatograph, which is also used for studies to determine pollutants of concern in support of the District's Pretreatment Program. Because the District relies on specialized ion chromatography to meet permit requirements, annual inspection and preventative maintenance must be performed by certified service engineers.

Analysis

Staff requested written cost quotes and determined the Thermo proposal provided the best value to the District. Staff negotiated terms and conditions for the Laboratory Equipment Service Agreement with Thermo, which required use of its standard agreement form. Following a review of the agreement terms and conditions with District Legal Counsel and consideration of risk management impacts, staff recommends execution of this agreement with Thermo.

Financial Impact

Sufficient funding is available in the adopted FY22/23 Budget.

Attachment

Thermo Laboratory Equipment Service Agreement

Reviewed by:  _____

Dean Eckerson
Resource Recovery Services Director

cc: District File No. BRD.01-ACTS



Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
QUOTATION Number:	21910038 /
Coverage Start Date:	April 08, 2023
Coverage End Date:	December 31, 2023
Quotation Expires:	April 08, 2023

DELTA DIABLO-SANITATION
2500 PITTSBURGH ANTIOCH
ANTIOCH CA 94509

Phone: 925-756-1915
Fax:
Email:

Dear ,

Thank you for contacting Thermo Fisher Scientific to re-initiate the Service Plan coverage for your instrumentation.

The following details a Service Plan that will help you gain the greatest value from your technology investment.

Some key benefits of purchasing a Service Plan for your instrument may include:

- ~ 50% faster onsite response time with 30-40% reduced downtime compared to billable customers
- ~ 35% remote resolution of issues with exclusive access to enhanced technical support with digital remote support tools
- ~ Priority access to more than 2,000 field service professionals with an average of 18 years' experience

I ask that you please review the following proposal. If you wish to purchase the Service Plan, please forward the following via email (preferred) or fax to my attention:

- ~ A signed copy of the proposal
- ~ A copy of the respective Purchase Order
 - Ensuring the PO reflects Thermo Electron North America LLC as the vendor/supplier
 - Referencing this proposal number on the PO

Please review the Equipment Location Summary at the end of the proposal to ensure accuracy. For any questions or revisions, please contact me.

On behalf of our team, thank you for choosing Thermo Fisher to be your preferred service provider.

Sincerely,

CHRISTIAN KOBAL, THERMO FISHER SCIENTIFIC
Tel #: 346-732-7660
Email: CHRISTIAN.KOBAL@THERMOFISHER.COM
Fax #: 877-867-8945

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

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DELTA DIABLO-SANITATION
2500 PITTSBURGH ANTIOCH
ANTIOCH CA 94509

Phone: 925-756-1915

Fax:

Email:

Customer agrees to make full payment within thirty days of invoice. Alternative payments are available at an additional finance fee. Prices shown on this sheet are exclusive of all state, local, use, excise and/or other taxes.

Material	Description	Serial Number	Price
069275	ICS-1600 Ion Chromatography System Coverage: Essential Plan - Ion Chrom	DX12121062	2,738.85 USD
068888	AS-DV Autosampler Coverage: Essential Plan - Ion Chrom	DX12120815	976.02 USD

PRE-INSPECTION REQUIRED

NOTE: A billable pre-inspection visit of system - all SNs - is required prior to support plan acceptance. Upon support plan purchase a preventive maintenance entitlement will be used in lieu of the billable Pre-inspection requirement. This initial service event will fulfill the PM entitlement under the contract and is required to be completed within 30 days or the contract may be cancelled. If any parts or additional labor are required to repair the system during this initial inspection/PM visit, they will be billed at our current U.S. list price outside of the contract.

This instrument reaches an end of guaranteed service life after 12/31/2023.

Service Plan Sub-Total	3,714.87	USD
Service Plan Total	3,714.87	USD

Thermo Fisher Scientific looks forward to providing service on those instruments specified above subject to the terms and conditions stated on the attached document. As an authorized representative of the Buyer, your signature below creates an Agreement to buy the services listed above and your acceptance of the Terms and Conditions on the following pages as the sole and exclusive terms for your purchase. If you have questions, please contact me.

Please be advised that our legal department's contract review policy does not allow for the review or acceptance of customer terms for Service Plan engagements below \$20,000. The rationale for this policy is to expedite the sales process and reduce the possibility of accepting onerous terms for low dollar value contracts. We are willing to entertain in good faith proposed edits to our standard terms if you are inclined to propose reasonable changes. As alternative to the exchange and review of edited commercial terms, we may agree to have neither party sign any terms and rely on the terms applied under the relevant version of the Uniform Commercial Code.

ACCEPTANCE OF SERVICE PLAN

DELTA DIABLO-SANITATION

Thermo Electron North America, LLC

Signature Date

Signature Date

PO Number

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION	
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DELTA DIABLO-SANITATION
2500 PITTSBURGH ANTIOCH
ANTIOCH CA 94509

Phone: 925-756-1915
Fax:

UNITY LAB SERVICES ESSENTIAL SERVICE PLAN

Plan Features:

- ~ Field Service Engineer labor, travel, and parts required for Corrective Maintenance visits with a targeted response time of 3 business days
- ~ Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools
- ~ One (1) scheduled annual standard Preventive Maintenance visit (standard PM kit included)
- ~ Access to Unity Lab Services Online Knowledge Base
- ~ 10% discount on spare parts (not covered by corrective maintenance), accessories, and consumables for the instruments covered under this contract and during the effective period of this contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department)
- ~ Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)
- ~ 10% discount off list price for the training classes purchased during the contract validity period. May not be available in all locations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo Fisher sales representative or customer service team)

Optional Add-on Services:

- ~ Purchase of an Operational Qualification (OQ) with this contract includes an Instrument Requalification (RQ) in conjunction with a scheduled Corrective Maintenance. Scope of RQ testing is defined in the Unity Lab Services Re-Qualification Testing Matrix
- ~ Purchase of an additional Preventive Maintenance with this contract available at a reduced price

(For details on plan exclusion please refer to www.unitylabservices.com/contractexclusions)

TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

1. **GENERAL.** Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and/or annual support plans ("Support Plan(s)") and billable services ("Technical Support") [Support Plans and Technical Support may be referred to collectively as "Services"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Agreement"). Any new or different provisions contained in any document issued by Buyer in response to this offer are expressly rejected; and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase order terms. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding upon Seller unless agreed in writing and signed by Seller. Seller's failure to object to additional or different terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein and all such proposals contained in Buyer's order are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products or Services will be as specified by Seller or, if no price has been specified or quoted, will be Seller's standard prices in effect at the time of shipment of Products or delivery of Services. With respect to multi-year support plans, annual support plan fees shall be subject to annual increase, such increase not to exceed greater of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers - Other goods and services, - Unadjusted) for the preceding calendar year. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions that are not part of Seller's original quotation. Unless otherwise stated in the quotation, the quoted rate for Technical Support includes Work Time, Travel Time and Standby Time in accordance with the following schedule and conditions; except that Technical Support requested without at least seven (7) days advanced notification shall be subject to airfare charges in addition to the Standard Rate.

(a) **Work Time:** shall include all hours that Seller's service personnel are on the Buyer's job site, either working or ready for work and shall be payable at the applicable specified rates.
(b) **Travel Time:** shall include the time spent by Seller's service personnel in traveling between their customary headquarters and the Buyer's job site and in returning (including travel occurring on Saturdays, Sundays and holidays). Except as otherwise stated in the Services quotation, Travel Time will be invoiced per diem at the applicable Travel Zone rates in Seller's standard service list prices. Air travel and car hire related expenses will be charged in addition to the daily rate at cost plus a 10% administration fee.

(c) **Standby Time:** shall include the time that Seller agrees in writing, at its sole discretion, to reserve its service personnel to be ready to perform work for the Buyer, whether on the job site or not, up to a maximum of 8 hours a day, between the hours of 8:00 a.m. and 5:00 p.m., local standard time on Saturdays, Sundays and holidays. Standby Time shall be paid for at the special rates quoted by Seller at the time of Buyer's request or, if none, at the current Double Time Rate; and Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

(d) **Standard Rate:** the Service rate quoted by Seller that shall be paid for time worked on a regular schedule of eight (8) hours per day, Monday through Friday (excluding Seller's holidays), between 8:00 a.m. and 5:00 p.m. local standard time.

(e) **Overtime Rate:** if applicable for the quoted Services, the rate of one and a half times the Standard Rate shall be paid for any time worked in excess of eight (8) hours or between the hours of 5:00 p.m. and 8:00 a.m. local standard time; but not exceeding sixteen (16) hours per day Monday through Friday, and for any time on Saturdays, not to exceed sixteen (16) hours. Overtime shall be billed in 30 minute blocks; or longer time blocks, if quoted by the Supplier.

(f) **Double Time Rate:** the rate of twice the Standard Rate shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Friday, and for all time on Saturdays, Sundays and holidays. Holidays shall be those observed by Seller.

3. **TAXES AND OTHER CHARGES.** Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products or Services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may require payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

Delta
Diablo
does not
pay late
fees

5. **A. PRODUCT DELIVERY.** All Products will be shipped to the destination specified by Buyer, FCA (INCOTERMS 2010) at OEM shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may include points outside the United States (U.S.) (inquire for specific shipping point information). Notwithstanding specified INCOTERMS, Seller shall select carrier on Buyer's behalf and Seller agrees to arrange transportation of Products to Buyer's destination, and to act as the importer of record on behalf of Buyer to clear the Products through U.S. customs. All freight, taxes, duties and insurance, if any, charges shall be prepaid and added to Buyer's invoice. Seller may, at its election, make partial shipments of the Products and invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part and/or terminate any Services, if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. Seller's termination of Services will not relieve Buyer's obligation to pay all amounts due for Services provided by Seller prior to the termination date. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay.

5. **B. CANCELLATION OR CHANGES BY BUYER.** If Buyer requests that Seller delay delivery of Products for any reason, Seller may place Products in storage at Buyer's risk and expense and for Buyer's account. Orders in process may be cancelled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller. Before returning any item, contact Seller's Order Administration Department for a Return Material Authorization (RMA) number at (800) 532-4752. Buyer may need to complete an RMA Form which includes a Hazard Free Form and/or Instrument Contamination Data Form. If authorized by Seller, Buyer must return items to Seller in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge.

Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. **DELIVERY OF SERVICES.** Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's holidays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's facility, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, to the address set forth on the face hereof or such different address as Seller may from time to time provide to Buyer. After Seller completes the Services, or has made a determination that the products are beyond repair, Seller may, at its option, either advise Buyer to scrap the Products or to have the Products shipped, postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery will be made at Buyer's expense. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services, and subject to compliance with Buyer's reasonable security requirements, will allow Seller free access to all relevant equipment, documentation and records. In addition, Buyer will cooperate with Seller's efforts to perform the Services and will provide such additional assistance as Seller may reasonably request. At the completion of the Services, Seller's representatives will provide Buyer with a field service report on which will be indicated the number of hours spent and the materials used in completing the work. Buyer's signature on the field service report will signify approval of the information in the report and Seller's satisfactory completion of the Services. If Buyer does not sign the report or provide written objection within five (5) business days after receipt, then the report will be deemed unequivocally approved and accepted by Buyer.

7. **TITLE AND RISK OF LOSS.** Notwithstanding the transport terms indicated above, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier at the time and place of shipment; provided, however, that title to any software incorporated within or forming a part of the Products will at all times remain with Seller or the licensor(s) thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. **WARRANTIES.** Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product documentation, published specifications or package inserts (the "Warranty Period"). If a Warranty Period is not specified in Seller's Product documentation, published specifications, or package inserts, the Warranty Period for new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment. During the Warranty Period, Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Products, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Product-specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products will be made in accordance with the Delivery clause of this Agreement. Except for new consumable items manufactured and sold by Seller, this warranty expressly excludes all other consumable parts or components (e.g., bulbs, belts, cartridges, etc.) in the Products. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller; but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections under the Warranty, in whole or in part, as the result of or with respect to: (a) use of the Products in a manner for which they were not designed; (b) improper storage and handling of the Products; (c) use of the Products in combination with equipment or software not supplied by Seller (d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for Technical Support to the consignee for filing claims to carriers for shipping damage; (e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters; (f) normal wear and tear, physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (g) repairs, maintenance, or modifications made by anyone other than Seller trained personnel or without Seller's supervision and/or approval; (h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of the Products at Seller's current Services rates; (i) maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage; (j) beta-site support; (k) operator training; or (l) repairing Product

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR, AND BUYER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF, THE CLAIMS DESCRIBED HEREIN.

9.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software licensed hereunder solely for Buyer's own internal business purposes on its hardware Products and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware Products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, to immediately stop using all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller or may be stand-alone software products, which Buyer hereby agrees are subject to a separate browse-wrap, shrink-wrap or click-thru end user license agreement (EULA). Accordingly, the warranty and indemnification provisions herein do not apply to such software, which are exclusively provided in the applicable EULA.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE), BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH IS PROVIDED UNDER THE PRODUCT AND SERVICES WARRANTIES HEREIN) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related services, software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), may be subject to export controls of the U.S. government and/or other governments. Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the U.S. and their re-export from other countries and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not export, re-export, distribute or supply any Item, directly or indirectly, to (i) any country, person or entity, in each case, without first obtaining from the U.S. government and/or other appropriate government agency any license required to do so lawfully; (ii) any person or organization in Cuba, Iran, North Korea, Sudan, Syria, or other country then the subject of a U.S. embargo, or any person or entity considered a part of the government of any such country; or (iii) any person or entity who is involved in improper development or use of nuclear weapons, or of chemical/biological weapons (CBW) or missiles, or in terrorist activities. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents and/or representatives.

13. SUPPORT PLAN TERMS AND CONDITIONS.

A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("Covered Equipment") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "Support Service(s)"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("Normal Hours") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) Unless terminated sooner by either Party, the term of the Support Plan shall commence on the date of invoice and end on the one year anniversary of such date (the "Initial Term"); provided, that the then-current term shall automatically renew for additional one year periods (each such extension, a "Renewal Term", and, collectively with the Initial Term, the "Term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current Term. For each Renewal Term, Seller will invoice Buyer sixty (60) days prior to the end of the then-current Term and such invoice shall reflect any increase in the price of the Support Plan. Either party may terminate a Support Plan for any/no reason by providing at least thirty (30) days written notice to the other party. Seller will use commercially reasonable efforts to stop work and to incur no additional expenses. Regardless, if a Support Plan is cancelled, Seller will charge Buyer for the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered equipment under the underlying Support Plan from its effective date until the cancellation date or the prorated price of the underlying Support Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Support Plan. In the event Buyer prepaid the Support Plan fees in full and a credit balance exists for the underlying Support Plan, Seller will provide a credit or refund the amount remaining to Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

H. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone other than Seller, including third-party material or instruments purchased for engineering specials;

Can we
change to
3X an
amount...

Thermo Electron North America LLC

1400 Northpoint Pkwy Ste 50
West Palm Beach, FL 33407-1976

(d) Beta-site support;

(e) Service calls made to train operators; and/or

(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.

1. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services. Buyer is solely responsible for the procurement, installation, maintenance and fees associated with all third party communication equipment and media as needed for the performance of Support Service under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

14. INSURANCE. For the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$1,000,000 (one million), (c) Automobile liability of US\$2,000,000 (two million) and (d) Umbrella coverage of US\$5,000,000 (five million). No policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.

15. MEDICARE/MEDICAID REPORTING REQUIREMENTS. If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer may make written request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

16. MISCELLANEOUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the County of Suffolk, Massachusetts U.S.A. for any action arising out of or relating to this Agreement. Each party hereby waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (e) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (f) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, software and/or Services, they are not approved medical devices and are intended by Seller to be for "Research Use Only" as defined by the U.S. Food and Drug Administration regulations and is not to be used for any illegal or unapproved regulatory purposes, including without limitation, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (g) Seller agrees not to knowingly disclose any confidential information or data obtained by it during the performance of Services when such information or data is clearly identified in writing by Buyer as confidential. Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. The parties agree to keep such information confidential and not disclose each other's confidential information to any third party for one (1) year hereafter, and to use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder must be in writing and shall be deemed received when personally delivered, upon delivery by any internationally recognized carrier such as Federal Express or similar overnight delivery service, or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (i) Seller may, in its sole discretion, provide (I) applicable Product training to Buyer or its employees, or (II) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees to distribute any such samples to patients for patient use or, if not so distributed, to return them to Seller. Buyer may not use the samples to provide care to patients and must not bill any patients or third party payers when Buyer dispenses the samples. (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in this Agreement or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies; in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

Can we change this to state of CA?

By: _____
Print Name: _____
Print Title: _____
Date: _____

By: _____
Print Name: _____
Print Title: _____
Date: _____

Initial here to indicate Buyer's agreement to automatically apply the Terms and Conditions of Sale for Products and Service to all future orders of Products and Services from Seller, whether or not the Agreement is referenced on Seller's quote or Buyer's Purchase Orders, for _____ (write # of years) from later date of the parties' signature, or until either party provides written notice that this Agreement is terminated.

Equipment Location Summary

Material	Serial no.	Your Ref.	Description
068888	DX12120815		AS-DV Autosampler
Our record location:		Actual location, if different:	
Delta Diablo Sanitation District			
2500 Pittsburg-Antioch Highway			
ANTIOCH CAUS			
94509			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description
069275	DX12121062		ICS-1600 Ion Chromatography System
Our record location:		Actual location, if different:	
DELTA DIABLO SANITATION DISTRICT			
2500 PITTSBURG-ANTIOCH HIGHWAY			
ANTIOCH CAUS			
94509			
Your Service Contact:			

Material	Serial no.	Your Ref.	Description

Material	Serial no.	Your Ref.	Description

Material	Serial no.	Your Ref.	Description

Please indicate changes as necessary and fax to: 877-867-8945

ITEM F

April 12, 2023

APPROVE AND AUTHORIZE BOARD CHAIR TO EXECUTE NEW EMPLOYMENT AGREEMENT BETWEEN DELTA DIABLO AND VINCENT DE LANGE, GENERAL MANAGER, EFFECTIVE APRIL 12, 2023, AND EXPIRING JUNE 30, 2027

Recommendation

Approve and authorize the Board Chair to execute a new Employment Agreement with the General Manager, Vincent De Lange.

Background Information

On May 10, 2017, the Board approved an Employment Agreement with Vincent De Lange to serve as General Manager. That Employment Agreement established the salary, benefits, and other terms of employment. Mr. De Lange assumed the duties of the General Manager position on May 30, 2017. On September 12, 2018, the Board approved the first amendment to the Employment Agreement with Mr. De Lange, effective September 1, 2018. On July 10, 2019, the Board approved a successor Employment Agreement, which expires on June 30, 2023. A new Employment Agreement will replace and supersede the prior agreement, effective April 12, 2023, and expiring June 30, 2027.

Analysis

On March 8, 2023, the Board evaluated the General Manager's performance. Based upon the Board's review of salaries of general managers at peer agencies and other considerations, under the new successor Employment Agreement the General Manager will receive additional leave accruals in lieu of a salary adjustment. Additionally, the new agreement will change when the General Manager is credited with administrative leave, from a fiscal-year basis to a calendar-year basis.

Under the Employment Agreement dated July 1, 2019, the General Manager received 40 hours of administrative leave on July 1, 2022, which must be used or paid out by June 30, 2023. Under this new Employment Agreement: effective April 17, 2023, the General Manager will be credited with an additional 40 hours of administrative leave to be used or paid out by June 30, 2023; on July 1, 2023, 80 hours of administrative leave will be credited and must be used or paid out by December 31, 2023; and on January 1, 2024, and on each January 1 thereafter, 80 hours of administrative leave will be credited and must be used or paid out by December 31 of the calendar year in which they are credited. Additionally, on April 17, 2023, the General Manager will receive a one-time credit of 80 hours of vacation leave. Last, the General Manager will continue to receive cost-of-living adjustments at the same time and based on the same formula as Management Association bargaining unit members.

District Counsel has prepared the superseding Employment Agreement (Attachment 1) that incorporates these modifications.

Financial Impact

Sufficient funding is available in the FY22/23 Budget and will be included in the FY23/24 Budget. The impact of the additional administrative leave (if converted to cash) in FY22/23 is approximately \$6,185; the impact of the one-time vacation leave and additional administrative leave (if converted to cash in the first half of FY23/24) is approximately \$18,554; and the impact



of the additional administrative leave (if converted to cash) beginning calendar year 2024 will be approximately \$6,185 annually. All figures are based on the General Manager's current salary.

Attachment

Proposed General Manager Employment Agreement



Signature: _____

Federal Glover
Board-designated Negotiator

cc: District File HR.01-PEF-326
Finance Division
Human Resources Division
Vince De Lange, General Manager



Employment Agreement

Delta Diablo, a public sanitation district, hereafter referred to as “DISTRICT,” and Vincent De Lange, hereafter referred to as “EMPLOYEE,” in consideration of the mutual promises made herein, agree as follows:

1. **Superseding Agreement.** Effective April 12, 2023, following approval by the DISTRICT’S Board of Directors at a regularly scheduled public meeting, this Employment Agreement (Agreement) supersedes and replaces the previous Employment Agreement dated July 1, 2019.
2. **Term of Agreement.** This Agreement is for the period commencing April 12, 2023, and continuing through June 30, 2027, unless sooner terminated as provided herein. The parties may execute this Agreement for successive terms by executing amendments hereto.

3. **Employment and Duties.**

(a) DISTRICT hereby employs EMPLOYEE as General Manager for the period provided in section 2 above. EMPLOYEE shall provide all necessary services required to oversee and supervise the operations and administrative activities of the DISTRICT. EMPLOYEE’S services shall be performed in accordance with all applicable laws and all policies, ordinances, resolutions, and regulations of DISTRICT and shall include all duties as may be assigned by DISTRICT’S Board of Directors, including, but not limited to those duties specified in the DISTRICT job description for the General Manager as it may be amended from time to time.

(b) EMPLOYEE shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of his profession. EMPLOYEE shall devote full time to furnishing his services under this Agreement and shall fulfill all responsibilities required by this Agreement.

(c) Pursuant to Government Code section 995, DISTRICT shall provide for EMPLOYEE’S defense in any civil action or proceeding brought against him in his official or individual capacity on account of an act or omission in the scope of his employment as an employee of DISTRICT, unless DISTRICT determines that one of the circumstances in Government Code section 995.2 applies.

4. **Exclusive Employment.**

(a) EMPLOYEE agrees to remain in the exclusive employ of DISTRICT during the term of this Agreement. EMPLOYEE warrants that there are no agreements or arrangements, whether written or oral, in effect that would prevent EMPLOYEE from rendering exclusive services to DISTRICT during the term of this Agreement and that EMPLOYEE has not and will not make any commitment or do any act in conflict with this Agreement.

(b) This Agreement shall not be interpreted to prohibit EMPLOYEE from making personal investments not in conflict with his duties under this Agreement.

5. **At Will Employment.** EMPLOYEE is an “at will” employee of DISTRICT and serves at the pleasure of the DISTRICT’S Board of Directors. This Agreement and the relationship created hereby may be terminated at any time at the will of the DISTRICT’S Board of Directors, in its sole discretion, with or without cause, as provided in Section 10, “Termination” below. There is no express or implied promise made to EMPLOYEE for any form of continued employment beyond the expiration of the contract term.

6. **Compensation.**

(a) In consideration of EMPLOYEE’S services to DISTRICT during the term of this Agreement, the DISTRICT shall continue to pay EMPLOYEE a salary of \$26,335.99 per month in accordance with the approved salary schedule for Unrepresented Managers. EMPLOYEE’S annual salary will be paid in equal bi-weekly payments of \$12,155.07 at the same time as DISTRICT pays its other employees.

(b) EMPLOYEE shall receive the same cost-of-living adjustments to his salary as DISTRICT provides for members of the Management Association, and such cost-of-living adjustments shall be provided to EMPLOYEE at the same time they are provided to members of the Management Association.

(c) All salary payments and any bonus payments shall be subject to withholding for taxes and EMPLOYEE’S share of benefits.

(d) These amounts may be subject to increase pursuant to Section 8, “Evaluation” below.

7. **Benefits.** Except as provided in this Section 7, on the same terms and conditions as are applicable to the Management Association, EMPLOYEE shall receive the same employment benefits as are provided to members of the Management Association, in accordance with DISTRICT policies governing such matters as may be in effect from time to time, except to the extent such policies conflict with this Agreement. The benefits EMPLOYEE shall receive that differ from those provided to the Management Association are the following:

(a) At EMPLOYEE’S option, DISTRICT shall either allow EMPLOYEE to use a DISTRICT vehicle for DISTRICT business and commute purposes or shall pay EMPLOYEE a monthly vehicle allowance of \$500.00 as compensation to EMPLOYEE for use of his personal automobile in the course and scope of his employment.

(b) DISTRICT shall credit EMPLOYEE with vacation at an accrual rate of 16.666 hours per month. The same terms and conditions for the sale and maximum accumulation of vacation leave that apply to the Management Association shall apply to EMPLOYEE. Effective April 17, 2023, DISTRICT shall make a one-time credit of an additional 80 hours of Vacation Leave to EMPLOYEE’S leave bank.

(c) On July 1, 2022, EMPLOYEE was credited with 40 hours of Administrative Leave in accordance with the terms of the prior Employment Agreement. On April 17, 2023, DISTRICT shall credit EMPLOYEE with an additional 40 hours of Administrative Leave. If EMPLOYEE has any Administrative Leave accruals that have not been used as of the last

pay period in the fiscal year ending June 30, 2023, DISTRICT shall pay EMPLOYEE the monetary value of the remaining Administrative Leave accruals as compensation. EMPLOYEE may not carry-over any Administrative Leave credited under the prior Employment Agreement or this Section 7(c) to the 2023/2024 fiscal year.

(d) On July 1, 2023, DISTRICT shall credit EMPLOYEE with 80 hours of Administrative Leave. If EMPLOYEE has any Administrative Leave accruals that have not been used as of the last pay period in the calendar year ending December 31, 2023, DISTRICT shall pay EMPLOYEE the monetary value of the remaining Administrative Leave accruals as compensation. EMPLOYEE may not carry-over any Administrative Leave credited under this Section 7(d) to the next calendar year.

(e) On January 1, 2024, and on each January 1 thereafter until this Agreement expires or is sooner terminated, DISTRICT shall credit EMPLOYEE with 80 hours of Administrative Leave. If EMPLOYEE has any Administrative Leave accruals that have not been used as of the last pay period in the calendar year in which the Administrative Leave is credited to EMPLOYEE, DISTRICT shall pay EMPLOYEE the monetary value of the remaining Administrative Leave accruals as compensation. EMPLOYEE may not carry-over any Administrative Leave credited in any calendar year under this Section 7(e) to the next calendar year.

(f) DISTRICT shall provide a term life insurance policy for EMPLOYEE in the amount of two hundred and fifty thousand dollars (\$250,000).

8. **Evaluation.** Annually in June, and more frequently if desired by the DISTRICT'S Board of Directors, the Board will evaluate EMPLOYEE'S performance. At that time, EMPLOYEE may also request review of his salary and other compensation and employment benefits.

9. **Administrative Leave.** At any time in its sole discretion, DISTRICT'S Board of Directors may relieve EMPLOYEE of his duties and authority hereunder by placing him on administrative leave at the salary and compensation levels specified in this Agreement. If EMPLOYEE is placed on administrative leave pending an investigation of his actions or omissions and is subsequently convicted of a crime involving abuse of his General Manager position, as defined in Government Code section 53243.4, EMPLOYEE must reimburse DISTRICT for all salary payments provided to him during the administrative leave.

10. **Termination.**

(a) **By DISTRICT on Sixty Days' Notice.** At its sole discretion, DISTRICT may terminate this Agreement during its term upon sixty (60) days' prior written notice to EMPLOYEE. Such termination shall be effective on the sixtieth day. If DISTRICT so terminates the Agreement, DISTRICT shall pay EMPLOYEE severance pay in a single lump sum payment, equal to the lesser of either six months' salary or salary payment for the number of months remaining in the Agreement's term. Said severance pay will be subject to withholding of taxes and EMPLOYEE'S share of employment benefits. In addition, DISTRICT will pay its share of EMPLOYEE'S medical, dental and vision benefits for the same number of months for which EMPLOYEE receives severance pay, or until EMPLOYEE finds other employment, whichever occurs first. On behalf of himself, his heirs, and representatives,

EMPLOYEE agrees to accept said severance pay and payment for medical benefits in full and complete settlement and release of any claims EMPLOYEE has or may have against DISTRICT, its officers and employees from or in any way connected with his employment by DISTRICT and this Agreement. For purposes of this section, "salary" means compensation as specified in section 6 above.

(b) By DISTRICT for Cause. Notwithstanding Subsection (a), DISTRICT may immediately terminate this Agreement at any time for cause, if EMPLOYEE commits any act of gross insubordination, dishonesty, fraud, misrepresentation, embezzlement, bribery or perjury; or violates conflict of interest laws; or is convicted of a felony or of abuse of his position as defined in Government Code Section 53243.4. In the event of termination for cause, DISTRICT'S total liability to EMPLOYEE shall be limited to payment of EMPLOYEE'S compensation through the effective date of termination, together with cash reimbursements for any vacation and administrative leave accrual balances.

(c) By EMPLOYEE on Sixty Days' Notice. At his sole discretion, EMPLOYEE may terminate this Agreement during its term any time upon sixty (60) days' prior written notice to DISTRICT. Such termination shall be effective on the sixtieth day. Should EMPLOYEE terminate this Agreement, he shall not be entitled to any severance pay or severance health benefits.

(d) By Death. This Agreement shall terminate automatically upon the death of EMPLOYEE. In that event, DISTRICT'S total liability to EMPLOYEE'S survivors or beneficiaries shall be limited to payment of EMPLOYEE'S compensation to the date of death, together with such benefits that may have been accrued by and fully vested in EMPLOYEE as of the date of his death and that are payable to his survivors or beneficiaries in the event of his death.

(e) This Agreement may be terminated at any time by mutual written consent of DISTRICT and EMPLOYEE.

(f) If this Agreement is terminated under any of the above subsections and the EMPLOYEE is subsequently convicted of a crime involving abuse of his General Manager position as defined in Government Code Section 53243.4, EMPLOYEE must reimburse DISTRICT for any cash settlement that he received related to termination of this Agreement, including any severance pay.

11. **District Property.** EMPLOYEE shall be entitled to use all of DISTRICT'S offices, facilities, and equipment for the purposes of fulfilling his responsibilities under this Agreement. Upon either termination of this Agreement, however effected, or when requested by DISTRICT'S Board of Directors, EMPLOYEE shall immediately turn over to DISTRICT all of its property, including all items used by EMPLOYEE in rendering services hereunder or otherwise, that may be in EMPLOYEE'S possession or under his control.
12. **Prohibition of Assignment.** Neither party may assign or transfer any rights granted or obligations assumed under this Agreement.
13. **Amendment.** This Agreement may be amended only by a written document executed by each party hereto.

14. **Choice of Law.** This contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this contract shall be instituted and prosecuted in the courts of Contra Costa County, State of California.
15. **Severability.** If any provision of the Agreement is invalid, void or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.
16. **Waiver.** The parties hereto shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by the party whose rights are deemed to have been waived. A waiver of a right on one occasion shall not operate as a waiver of that right on a future occasion.
17. **Notice.** Any notice required by this Agreement to be given by one party to the other shall be sufficient if given to the party by personal delivery or if mailed to the party by first class mail postage prepaid, addressed as follows:

If to DISTRICT:

Chairperson, Board of Directors
Delta Diablo
2500 Pittsburg-Antioch Highway
Antioch, CA 94509

If to EMPLOYEE:

To EMPLOYEE'S current address on file with the DISTRICT

Notice shall be deemed to have been effective at the time of receipt if given by personal delivery or on the day of mailing if given by mail. Either party may change the address for receipt of mail notice by giving notice of such change in the manner specified in this paragraph.

18. **Paragraph Headings.** Paragraph headings used in this Agreement are for convenience only and shall not be deemed to alter or modify the provisions of the paragraphs they introduce.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between DISTRICT and EMPLOYEE pertaining to the subject matter, and supersedes all prior or contemporaneous written or verbal agreements and understandings between EMPLOYEE and DISTRICT. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.
20. **Mutual Drafting.** Each party to this Agreement agrees that they have had the opportunity to

participate in the drafting of this Agreement, and that it shall not be construed in favor of any party should its meaning be subject to dispute.

21. **Signatures.** The following signatures attest the parties' agreement hereto:

Executed at Antioch, California on this 12th day of April 2023.

DELTA DIABLO

EMPLOYEE

By: _____

Juan Banales
Chair, Board of Directors

Vincent De Lange
General Manager

ITEM G

April 12, 2023

RECEIVE UPDATE ON PROGRESS TOWARD WORKFORCE DEVELOPMENT GOAL IN DISTRICT STRATEGIC PLAN

Recommendation

Receive an update on progress toward the Workforce Development goal in the District's Strategic Plan (dated August 2021).

Background Information

The Workforce Development goal is to: "Support development of an engaged, skilled workforce that is dedicated to organizational excellence and exceptional service delivery." The District's Strategic Plan includes multiple strategies and objectives designed to achieve sustained progress toward achieving this goal over time. In addition, one of the Fiscal Year 2022/2023 (FY22/23) Strategic Initiatives presented to the Board in September 2022, included "Encourage engagement with peer agency counterparts and applicable industry associations at all levels in the organization to support workforce development, technological innovation, continuous improvement, and information sharing (e.g., key considerations, lessons learned)."

Analysis

Similar to peer agencies in the water and wastewater sector, the District has experienced a significant workforce transition in recent years with 43 percent of staff possessing less than five years of experience at the District. This transition has provided numerous professional development opportunities, highlighted by 12 internal promotions in the past two years, while supporting organizational improvement as new ideas and change is infused into existing work processes and approaches.

As part of the upcoming FY23/24 Budget development process, staff has identified seven preliminary staffing changes to better meet organizational needs in the Operations, Maintenance, Engineering, and Information Technology divisions. Most of these changes include conversion of existing positions with incremental cost differentials and addition of only new position. Staff has developed a Classification Control Plan, which summarizes Board-approved staffing levels and associated position funding plans for the upcoming fiscal year. The goal is to provide this to the Board for consideration during the annual budget development and approval process, incorporating necessary adjustments based on organizational needs. The District is engaging with its three bargaining units on the planned FY23/24 staffing changes and the proposed Classification Control Plan, both of which are planned to be presented to the Personnel Committee in late-April 2023.

In developing the FY23/24 Budget, staff is including sufficient funding to support: 1) intensifying organizational focus on industry association engagement at all levels, and 2) revamping the District's approach to administering a formalized training program. Both of these initiatives will continue to positively support professional development and a skilled, engaged workforce. Staff will highlight key focus areas and outside training resources during the presentation to the Board.



In order to support future hiring needs and development of qualified local job candidates, the District is utilizing a new “stackable” intern program via BAYWORK (Maintenance Assistant, Operations Assistant), planning to hire engineering and laboratory interns, working with BAYWORK and Los Medanos College (LMC) to develop an electrical/instrumentation career pathway with other wastewater special districts, and continuing to evaluate potential job candidates from the LMC Process Technology (PTEC) Program.

As the District continues to readapt the workplace to in-person engagement in the post-COVID pandemic era, the General Manager will begin conducting department-level meetings on a quarterly basis to share information and connect on key issues to directly support employee engagement and building an open, positive culture at the District. In addition, the District initiated informal bi-monthly (or monthly) Information Sharing Lunch Presentations in March, which highlighted the impacts and outstanding staff response associated with the recent New Year’s Eve storm event. The District is also reengaging various staff-driven committees, while supporting opportunities to participate in community group and public outreach events.

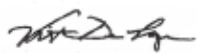
Another FY22/23 Strategic Initiative includes revamping the performance planning and appraisal process to better support professional development and supervisor-employee engagement. Although significant progress on this initiative has been delayed to date, the District intends to prioritize this effort in the near term with completion likely extending into FY23/24.

Financial Impact

Sufficient funding is included in the adopted FY22/23 Budget. Staff will ensure appropriate funding is included in the proposed FY23/24 Budget to support workforce development objectives.

Attachments

None.

Prepared by: 
Vince De Lange
General Manager

cc: District File BRD.01-ACTS



ITEM J

April 12, 2023

RECEIVE MONTHLY LOBBYIST REPORT DATED MARCH 2023, KEY ADVOCATES, INC., WESTERN RECYCLED WATER COALITION

Recommendation

Receive and file report.

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 is the report for March 2023, which was produced by KA and distributed by ISD to WRWC members.

Financial Impact

None.

Attachment

KA Monthly Report, March 2023

Prepared by:



Thanh Vo
Acting Engineering Services Director

cc: District File No. BRD.01-ACTS





(703) 340-4666

www.keyadvocates.com

March 31, 2023

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

Issues of Interest

a. Clean Water SRF and WIIN Grant Funding: FY24 and Beyond

Support continued increase funding for the CWSRF and the WIIN grant program, building upon traditional funding of the past few years in the annual appropriations process coupled with funding provided in the Bipartisan Infrastructure Law. That Law appropriates \$3B for FY24 and \$3.25 B for FY's 25 and 26 for the CWSRF. It also appropriates \$500M for Title XVI for FY22-26, most of which is expected to go for WIIN grants. Note: on March 15, the Senate Environment and Public Works Committee held a hearing on the Bipartisan Infrastructure Bill and projects funded. The Coalition submitted its WIIN grant list to Senator Padilla, a Committee member, as requested, for the hearing.

b. Clean Water SRF Funding Versus Earmark Funding

Oppose what happened last year in the appropriations process regarding final funding of the CWSRF and related earmarks. Going into final deliberations of the House and Senate Interior Appropriations Bills, funding for the CWSRF and SDWSRF was basically about the same in both bills - @\$1.7B. Then came the decision to reduce spending overall. Instead of reducing earmark spending – owing to Member pressure – basic programs were cut including the CWSRF which was reduced to \$1.4B to accommodate related earmarks. Continuance of that approach for FY24 and beyond is a real problem and counter to the goal of the Bipartisan Infrastructure Law which was to increase CWSRF spending over and above increases in the traditional appropriations process and not in lieu of reductions by that process.

c. Alternative Water Source Program (AWSP): FY24 and Beyond

Support funding of \$125M for the AWSP which was authorized in the Bipartisan Infrastructure Law and funded at \$125M in the House-passed Build Back Better bill.

d. FY24 Earmarks

Support continuance in FY24 appropriations bills but as a separate funding category and not as a takedown from the basic CWSRF program.

e. STREAM Act

Support the STREAM Act (see separate section below) to be introduced by Senator Feinstein probably in April.

f. WIIN Grant Reform Bill

Regarding the Napolitano WIIN grant reform bill (see separate section below), her staffer said that the major features of the bill - increased funding, federal share increase, and repeal of prior approval appropriations requirement - were all included in the Bipartisan Infrastructure Law, and that now they are focusing on smaller items, if any, that were not included. This is an issue that the Coalition needs to research further because the Coalition's view is that the Napolitano bill, which authorizes the WIIN grant program, is different than the Bipartisan Infrastructure Law which appropriated WIIN grant funding, and thus, is still needed to support funding beyond the life of the Bipartisan Infrastructure Law, to codify the Federal share increase which was done this year by the USBR administratively and not by law and thus, could be undone as well, etc. Also, if the Napolitano bill of last Congress is not needed because it was overtaken by the Bipartisan Infrastructure Law, then why is Feinstein pursuing the STREAM Act which addresses the same issues as the Napolitano bill bill????!! More to learn and report on this.

President's FY24 Budget

For the CWSRF \$1.638B. The President's Budget rejects earmarks as a takedown from the basic SRF funding. For Title XVI, \$4M, the same as the FY23 Biden Budget but increased by the appropriators to \$60M, of which \$20M was for WIIN grants.

FY24 Appropriations Bills and Coalition Earmark Requests

Hearings on the FY24 appropriations bills are underway. No markups to date. A CR, once again, is expected. Regarding earmarks, Members' application forms are available. Many submission deadlines have already passed. The Feinstein and Padilla application forms have been shared with Coalition members. Senate guidelines are basically the same as last year. In the House, we encouraged interested Coalition members to contact their House Member to see if application forms are available. Re Coalition earmark requests, Monterey One indicated a \$1M request of the two Senators and two House affected Members. Tyson to email the Coalition to see if there are other requests.

Pending 2022 Coalition WIIN Grants Awards Status and 2023 WIIN Grant Timetable

Title XVI 2023 WIIN Grants – the USBR announced that \$150M plus what is provided in the FY23 appropriations bill (\$20M) would be available for 2023 WIIN grants. We're hearing closer

to \$134M. As previously reported, for 2023 WIIN Act funding opportunities, the USBR is still developing the schedule but the plan is to first release the funding opportunity for the large-scale water recycling program in the spring with funding opportunities for WIIN grants and desalination construction to follow in the summer

Bills of Interest

1) Alternative Water Source Program Funding and Mega Recycled Water Project Funding

If there is an effort to pursue non-controversial infrastructure items like what Senators Sherrod Brown (D-OH) and Michael Bennet (D-CO) have indicated, advocate for funding for the Alternative Water Source Program (\$125M) and large scale water recycling projects (\$100M) which were both included in the House-passed Build Back Better bill, and for H.R. 5118 or some variation, and any other items of interest.

2) H.R. 5118, the “Wildlife Response and Drought Resiliency Act” and S. 4231, the “STREAM Act” (Support to Rehydrate the Environment, Agriculture and Municipalities Act)

H.R. 5118 authorizes \$600M for WIIN grants. This is in addition to the \$550M appropriated in the Bipartisan Infrastructure Law for both traditional Title XVI and WIIN grants. The bill also increases the Federal share from \$20M to \$50M, provides priority project funding and 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.

S. 4231 authorizes \$300M for FY24-28 for WIIN grants. These funds are over and above the BIF WIIN grant appropriated amount of \$550M. The Federal share is increased from \$20M to \$50M. Priority funding is given to projects that meet certain criteria.

Coalition Projects Bill

No word. Unless we hear something, taking it off the priority list as apparently there is no appetite/interest in introducing it. The argument against is that given the increase in WIIN grant funding for which projects do not require prior congressional authorization, the pressure/need to do a projects authorization bill is lessened.

118th Congress Composition

As of this date, in the House, Republicans have 222 members and the Democrats 213. In the Senate, there are 51 Democrats and 49 Republican.

Consolidated Appropriations Act, 2023

To review, included in the FY23 omnibus appropriations bill is \$1.639B (state allotments and earmarks) for the Clean Water SRF, which is in addition to the \$2.750B provided in the

Infrastructure Investment and Jobs Act aka the Bipartisan Infrastructure Law, \$1.126B (state allotments and earmarks) for the Safe Drinking Water SRF, which is in addition to the \$2.750B provided in the Infrastructure Investment and Jobs Act aka the Bipartisan Infrastructure Law, and “not less than \$20M” for WIIN grants.

Bill Tracking

Many bills are introduced. Most of them for political reasons. Most do not advance beyond introduction – committee hearing, markup, Floor action. Accordingly, we will only note bills of interest that are advancing through the legislative process and/or come to our attention.