

# AGENDA

## BOARD OF DIRECTORS MEETING

### DELTA DIABLO

*(a California Special District)*

**2500 Pittsburg-Antioch Highway | Antioch, CA 94509**

**WEDNESDAY, MARCH 8, 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/83519982452>**

#### **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: 835 1998 2452**

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

# AGENDA

## BOARD OF DIRECTORS MEETING

### DELTA DIABLO

*(a California Special District)*

2500 Pittsburg-Antioch Highway | Antioch, CA 94509

WEDNESDAY, MARCH 8, 2023

4:30 P.M.

#### A. ROLL CALL

#### B. PLEDGE OF ALLEGIANCE

#### C. PUBLIC COMMENTS

#### D. RECOGNITION

None.

#### E. CONSENT CALENDAR

- 1) **Approve** Minutes of Board of Directors Meeting, February 8, 2023  
(Cecelia Nichols-Fritzler)
- 2) **Receive** District Monthly Check Register for January 2022 (Eka Ekanem)
- 3) **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 (Sean Williams)
- 4) **Authorize** General Manager to Approve Purchase Order in the Amount Of \$107,755.44, Elk Grove Ford, Two Ford F-250 Trucks (Judy Phan)
- 5) **Receive** Notes of the Board of Directors Personnel Committee Meeting, March 2, 2023  
(Cecelia Nichols-Fritzler)

#### F. DELIBERATION ITEMS

**Approve** and **Authorize** General Manager to Execute a Project Labor Agreement with Contra Costa Building and Construction Trades Council (Brian Thomas)

#### G. 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 (Thanh Vo/Brian Thomas)

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## **H. MANAGER'S COMMENTS**

## **I. DIRECTORS' COMMENTS**

## **J. CORRESPONDENCE**

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

## **K. 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

## **L. ADJOURNMENT**

The next regular Board of Directors Meeting will be held at 4:30 p.m. on April 12, 2023.

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March 8, 2023

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

**Recommendation**

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

**DRAFT**

Board of Directors Meeting Minutes  
DELTA DIABLO  
February 8, 2023

The meeting was called to order by Chair Banales at 4:34 p.m., on Wednesday, February 8, 2023. Present were Vice Chair Federal Glover and Director Monica Wilson. 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; Anika Lyons, Finance Manager; Jason Piper, IT Manager; Sean Williams, Acting Senior Engineer; and John Cropper, Cropper Accountancy Corporation.

**PUBLIC COMMENTS**

None.

**RECOGNITION**

**Adopt Resolution Commending Outgoing Chair, Monica Wilson, for Her Service to the District as Chair**

Mr. De Lange highlighted the District's key accomplishments in strategic planning, regulatory compliance, financial sustainability, infrastructure investment, and industry leadership during Director Wilson's tenure as Board Chair in 2022. He noted her strong support to the District's commitment to employee recognition, organizational excellence, continuous improvement, and innovation. Chair Banales and Vice Chair Glover congratulated and thanked Director Wilson for her leadership. Director Wilson thanked the Board and staff for their support and work during her time as Chair. Vice Chair Glover moved approval, seconded by Chair Banales, and by roll call vote (*Ayes: Banales, Glover, and Wilson; Noes: None; Absent: None*), the Board adopted the Resolution Commending Outgoing Chair, Monica Wilson, for Her Service to the District as Chair.

**Introduction of Stephen Cardiel, Assistant Engineer, to the District**

Mr. Williams introduced Mr. Cardiel, who joined the District as an Assistant Engineer on January 23, 2023 following five years of experience managing development and capital projects in the public and private sectors. Mr. Cardiel earned a Bachelor of Science degree in Civil & Environmental Engineering and a Minor in Construction Engineering and Management from the University of California, Davis. The Board welcomed Mr. Cardiel, who thanked the Board for the opportunity.

**CONSENT CALENDAR**

Mr. De Lange commented that Item E/9, Authorize General Manager to Execute Consulting Services Contract in an Amount Not to Exceed \$1,351,000, Brown and Caldwell, Engineering Services, Cogeneration System Improvements, Project No. 22114 was presented to the Board during a previous meeting (November 2022) and the project will be fast tracked to ensure



eligibility for federal tax credits under the Inflation Reduction Act, which requires eligible projects to be in construction by December 2024. Vice Chair Glover moved approval of the Consent Calendar, seconded by Director Wilson, and by roll call vote (Ayes: *Banales, Glover, and Wilson*; Noes: *None*; Absent: *None*; Abstain: *None*), the following Consent Calendar items were approved: Approve Minutes of Board of Directors Meeting, January 11, 2023; Approve Minutes of Special Board of Directors Meeting, January 19, 2023; Receive Notes of the Board of Directors Finance Committee Meeting, January 18, 2023; Receive District Monthly Check Register for December 2022; Authorize General Manager to Execute Amendment No. 5 to Professional Services Agreement to Increase Various Unit Costs Effective January 1, 2023, Clean Earth Environmental Solutions, Inc., Household Hazardous Waste Management Services; Receive Second Quarter Fiscal Year 2022/2023 District Investment Report; Authorize General Manager to Execute a Contract with John Muir Health, a Non-Profit, Public Benefit Corporation, with Modified Indemnification Language, for a Corporate Health Services Agreement, During the Period of January 1, 2023, through December 31, 2023; Authorize General Manager to Execute Amendment No. 4 to General Services Contract in the Amount of \$60,000, for a New Total Contract Amount Not to Exceed \$276,399, Liebert Cassidy Whitmore, Labor Negotiation Services; Authorize General Manager to Execute Consulting Services Contract in an Amount Not to Exceed \$1,351,000, Brown and Caldwell, Engineering Services, Cogeneration System Improvements, Project No. 22114; Authorize General Manager to Approve Construction Contract Change Orders in an Amount Not to Exceed 30% of the Construction Contract, for a New Total Construction Authorization of \$1,909,602.50, Con-Quest Contractors, Inc., Bridgehead Pipeline Replacement, Project No. 21123; and Authorize General Manager to Execute Agreement with Alternative Payment Schedule for Capital Facilities Capacity Charges in Accordance with District Code Section 2.16.082, Saikap Investments LLC, Food Truck Commissary at 555 Nichols Road in Bay Point, California

#### DELIBERATION ITEMS

None.

#### PRESENTATIONS AND REPORTS

##### Receive Audited Annual Comprehensive Financial Report and Required Auditor Communication Letters for Fiscal Year 2021/2022

Ms. Lyons introduced Mr. John Cropper from Cropper Accountancy Corporation. Mr. Cropper highlighted that the District has exceeded basic financial reporting requirements by including a transmittal letter and statistical section in the Annual Comprehensive Financial Report (ACFR), which is intended to improve reader context and transparency. He commented that the ACFR accurately represents the District's financial position, and the District was issued an "unmodified" or "clean" opinion by the auditor, which represents the highest quality outcome. Mr. Cropper noted the District continues to maintain a strong financial position, including adding \$11.3 million in net position in FY21/22 for a total net position \$207.5 million as of June 30, 2022, which includes an unrestricted net position of \$75.4 million. In addition, Mr. Cropper reviewed the District's operating revenues (\$42.6 million) and operating expenses of (\$35.6 million) resulting in net income of \$6.9 million. Regarding internal controls, Mr. Cropper noted there was one material weakness identified related to omission of a Contra Costa County Employees' Retirement Association (CCCERA) pension plan reporting requirement. In addition, he discussed three opportunities to strengthen internal controls and operating efficiency, which included timely posting of closing and reclassing journal entries, updating purchasing policies for CalCard purchases, and revising segregation of duties for financial system administrative rights.

Vice Chair Glover asked a clarifying question regarding the Governmental Accounting Standards Board (GASB). Chair Banales thanked Mr. Cropper for the presentation and noted the item was brought before the Finance Committee and commented that during the meeting, there was a good discussion regarding the action items for the internal control deficiencies. The Board thanked Mr. Cropper for the presentation.

Receive Report on the Impact of the December 31, 2022 Storm Event on District Operations

Mr. Eckerson provided an overview of the storm event intensity and duration, impact on wastewater flows at the District's Wastewater Treatment Plant (WWTP), and associated sanitary sewer overflows (SSOs). He highlighted key actions implemented by the District, including conducting wet weather preparation and operational activities, calling in multiple standby and additional operations and maintenance (O&M team members, maximizing flow storage and pumping to mitigate the number, magnitude, and duration of SSOs, and implementing critical actions to avoid loss of the Antioch Pump Station. Mr. Eckerson reviewed the five SSOs that occurred during the storm and the associated District response actions to comply with regulatory requirements. In closing, he reviewed the District's efforts to complete follow-up condition assessments, lessons learned debriefings, and required repair activities, while noting staff is pursuing cost-recovery opportunities through external funding sources.

MANAGER'S COMMENTS

Mr. De Lange provided an update on the development of a Project Labor Agreement with the Contra Costa Building and Construction Trades Council for future consideration by the Board.

DIRECTORS' COMMENTS

Vice Chair Glover commented it was nice to see everyone in person again.

CORRESPONDENCE

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

The Board received and filed the report.

CLOSED SESSION

None.

ADJOURNMENT

Chair Banales adjourned the meeting at 5:29 p.m. and noted that the next Regular Board of Directors Meeting will be held on March 8, 2023 at 4:30 p.m.

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Monica Wilson  
Board Secretary

(Recording Secretary: Cecelia Nichols-Fritzler)

cc: District File No. BRD.01-MINS





**ITEM E/2**

March 8, 2023

RECEIVE DISTRICT MONTHLY CHECK REGISTER FOR JANUARY 2023

**Recommendation**

Receive District Monthly Check Register for the month ending January 31, 2023.

**Background Information**

Attached is the Check Register for the month of January 2023. The report reflects payments to the District's suppliers, consultants, service providers, and contractors. A total of \$1,546,346.19 was disbursed in the month of January 2023, which includes 144 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 January 31, 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 JANUARY 2023

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
1/5/2023	AFLAC		38537			775.83
		60525		775.83	INSURANCE	
1/5/2023	ALLIANT INSURANCE SERVICES		38538			3,293.00
		60356		3,293.00	LIABILITY- GEN INSURANCE	
1/5/2023	CALIFORNIA ASSOCIATION OF PUBLIC PROCUREMENT		38539			560.00
		60575		560.00	MEMBRS, DUES & PROF LICENS	
1/5/2023	CALTEST ANALYTICAL LABORATORY		38540			3,527.70
		59908		1,242.00	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINCE	
		60422		2,285.70	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINCE	
1/5/2023	CHEMTRADE CHEMICALS US LLC		38541			8,136.04
		60503		4,032.13	ALUMINUM SULFATE	
		60504		4,103.91	ALUMINUM SULFATE	
1/5/2023	RONALD CROWELL		38542			114.70
		60350		114.70	SAFETY SHOES	
1/5/2023	EVOQUA WATER TECHNOLOGIES, LLC		38543			368.90
		59672		368.90	SUPPORT & MAINTENACE FOR DI WATER SYSTEM FOR LAB	
1/5/2023	FLYERS ENERGY LLC		38544			150.00
		60569		150.00	NET15 TEMPORARY TANK RENTAL AND FUELING PN19112	
1/5/2023	FRONTIER ANALYTICAL LABORATORY		38545			800.00
		60577		800.00	SPECIALIZED SAMPLE ANALYSIS	
1/5/2023	GOVERNMT FINANCE OFFICERS ASSC		38546			460.00
		60547		460.00	BUDGET AWARD REVIEW	
1/5/2023	GRAINGER		38547			1,187.47
		60388		1,158.76	INVTY U103897	
		60389		28.71	INVTY U103897	
1/5/2023	JOHN MUIR HEALTH		38548			853.16
		59667		853.16	2022 Annual Corporate Wellness Services	
1/5/2023	KEMIRA WATER SOLUTIONS, INC.		38549			7,298.82
		60395		7,298.82	FERROUS CHLORIDE	
1/5/2023	LINDE GAS & EQUIPMENT INC		38550			1,258.95
		60463		1,258.95	OXYGEN RENTAL	
1/5/2023	MANAGED HEALTH NETWORK		38551			342.40
		60570		342.40	EAP	
1/5/2023	MCCAMPBELL ANALYTICAL, INC.		38552			1,179.00
		60122		865.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		60537		314.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
1/5/2023	MCMASTER CARR SUPPLY CO		38553			162.24
		60390		162.24	INVTY U103895	
1/5/2023	MDRR PITTSBURG		38554			3,533.25
		60563		3,533.25	AC# 10-0031550	
1/5/2023	CHRISTOPHER O'CONNOR		38555			325.20
		60465		325.20	SAFETY SHOES - MEMBRS, DUES & PROF LICENS	
1/5/2023	POLYDYNE INC		38556			71,493.35
		60412		71,493.35	DRY POLY	
1/5/2023	QUADIENT, INC		38557			288.48
		60540		288.48	POSTAGE FEES	
1/5/2023	RAILROAD MANAGEMENT CO, LLC		38558			170.00
		60536		170.00	PERMIT & REG FEES	
1/5/2023	RED WING SHOE STORE 165		38559			419.66
		60372		419.66	SAFETY SHOES	
1/5/2023	RH TECHNOLOGY		38560			7,140.05
		59903		4,330.85	O/S TEMP	
		60253		2,809.20	O/S TEMP	
1/5/2023	SYSTEM 1 STAFFING		38561			6,120.00
		60545		4,275.00	O/S TEMP	
		60576		1,845.00	O/S TEMP	



CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
1/5/2023	UNIFIRST CORPORATION		38562			3,016.33
		60582		156.59	UNIFORM/ LAUNDRY SERVICE	
		60583		889.13	UNIFORM/ LAUNDRY SERVICE	
		60584		22.94	UNIFORM/ LAUNDRY SERVICE	
		60586		214.69	UNIFORM/ LAUNDRY SERVICE	
		60587		125.33	UNIFORM/ LAUNDRY SERVICE	
		60588		241.20	UNIFORM/ LAUNDRY SERVICE	
		60589		125.33	UNIFORM/ LAUNDRY SERVICE	
		60590		159.67	UNIFORM/ LAUNDRY SERVICE	
		60591		125.33	UNIFORM/ LAUNDRY SERVICE	
		60592		187.17	UNIFORM/ LAUNDRY SERVICE	
		60593		160.61	UNIFORM/ LAUNDRY SERVICE	
		60594		242.87	UNIFORM/ LAUNDRY SERVICE	
		60595		161.11	UNIFORM/ LAUNDRY SERVICE	
		60596		204.36	UNIFORM/ LAUNDRY SERVICE	
1/5/2023	UNIVAR USA INC		38563			22,265.87
		60410		5,826.11	SODIUM BISULFITE	
		60500		6,836.47	SODIUM HYPOCHLORITE	
		60501		6,842.10	SODIUM HYPOCHLORITE	
		60502		2,761.19	SODIUM BISULFITE	
1/12/2023	AFSCME DISTRICT COUNCIL 57		38564			4,502.41
		5627015		3,252.41	UNION DUES O&M	
		5627115		1,250.00	UNION DUES P&T	
1/12/2023	CHEMTRADE CHEMICALS US LLC		38566			4,235.53
		60558		4,235.53	ALUMINUM SULFATE	
1/12/2023	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC		38567			196,416.80
		60578		46,448.54	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
		60579		44,118.79	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
		60580		16,402.73	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
		60597		42,374.27	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
		60610		47,072.47	PROVIDE TRANS/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
1/12/2023	CONCENTRA/OCCUPATIONAL HEALTH CENTERS		38568			263.00
		60609		263.00	PRE EMPL COST	
1/12/2023	DEPT OF GENERAL SERVICES		38569			215,010.79
		60506		11,745.10	UTILITIES	
		60507		14,552.77	UTILITIES	
		60508		15,689.06	UTILITIES	
		60509		16,055.20	UTILITIES	
		60510		4,876.99	UTILITIES	
		60511		18,866.09	UTILITIES	
		60512		14,895.48	UTILITIES	
		60513		16,354.67	UTILITIES	
		60514		14,783.95	UTILITIES	
		60515		18,249.29	UTILITIES	
		60516		18,498.34	UTILITIES	
		60517		23,901.42	UTILITIES	
		60532		26,542.43	UTILITIES	
1/12/2023	DIABLO WATER DISTRICT		38570			165.76
		60640		165.76	UTILITIES	
1/12/2023	DOC BAILEY CONSTRUCTION EQUIPMENT INC.		38571			3,578.67
		60442		3,578.67	REPLACE WIRE ROPE	
1/12/2023	GOVERNMT FINANCE OFFICERS ASSC		38572			65.00
		60633		65.00	EMPYEE TRAIN & PROFL DEV	
1/12/2023	GOLDEN STATE WATER CO.		38573			2,194.71
		60565		778.28	AC# 32249200000	
		60566		1,416.43	AC# 07744100004	
1/12/2023	HAZEN & SAWYER		38574			11,265.00
		60544		11,265.00	RESOURCE RECOVERY FACILITY MASTER PLAN PN 18120	
1/12/2023	IN SHAPE HEALTH CLUBS		38575			533.96
		60607		533.96	GYM	
1/12/2023	JM SQUARED & ASSOCIATES INC.		38576			3,439.72
		60469		3,439.72	PUMP REPAIR PARTS	
1/12/2023	LIEBERT, CASSIDY, WHITMORE		38577			14,590.50
		60619		5,146.78	Labor Negotiations Services	
		60620		130.00	Labor Negotiations Services	
		60621		4,628.00	Labor Negotiations Services	
		60622		2,106.00	Labor Negotiations Services	
		60623		984.00	Labor Negotiations Services	
		60624		24.00	Labor Negotiations Services	
		60625		762.48	Labor Negotiations Services	
		60626		809.24	Labor Negotiations Services	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
1/12/2023	LINDE GAS & EQUIPMENT INC	60284	38578	1,358.76	OXYGEN RENTAL	1,358.76
1/12/2023	MCCAMPBELL ANALYTICAL, INC.	60611	38579	167.00	CONTRACT LAB SERVICES FOR SAMPLE ANALYSIS	167.00
1/12/2023	McCAULEY AGRICULTURAL & PEST SERVICES	60474 60475 60476 60477 60478 60479 60600 60601	38580	300.00 60.00 60.00 60.00 60.00 60.00 75.00 825.00	PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES PEST CONTROL SERVICES	1,500.00
1/12/2023	MDRR PITTSBURG	60564	38581	1,310.40	AC# 10-0018920	1,310.40
1/12/2023	ODP BUSINESS SOLUTIONS LLC	60493 60550	38582	18.98 253.80	OFFICE SUPPLIES OFFICE SUPPLIES	272.78
1/12/2023	PACIFIC GAS & ELECTRIC COMPANY	60498	38583	37,065.38	AC# 5138050344-4	37,065.38
1/12/2023	PITTSBURG WINSUPPLY	60367	38584	2,240.63	PVC PIPE AND MATERIALS	2,240.63
1/12/2023	CITY OF PITTSBURG	60520	38585	609.00	UTILITIES	609.00
1/12/2023	PRESSURE WASHER CENTER INC	60599	38586	20,339.36	HOTSY PRESSURE WASHER	20,339.36
1/12/2023	REPUBLIC SERVICES #210	60618 60638	38587	1,162.49 6,737.62	WASTE WASTE	7,900.11
1/12/2023	RH TECHNOLOGY	60615 60616 60635 60636 60637	38588	3,570.03 2,632.40 2,320.47 2,105.92 (96.52)	O/S TEMP O/S TEMP O/S TEMP O/S TEMP O/S TEMP	10,532.30
1/12/2023	ROCKWELL SOLUTIONS INC.	60598	38589	16,514.72	REPLACEMENT PUMP PARTS	16,514.72
1/12/2023	TAC AMERICAS, INC.	60033 60546	38590	1,695.53 2,008.31	POC HVAC SERVICE/ REPAIRS POC BUILDING HVAC SERVICES	3,703.84
1/12/2023	SHAPE INCORPORATED	60470	38591	16,179.89	FLIGHT NP3127.070 PUMP	16,179.89
1/12/2023	STANDARD INSURANCE COMPANY	60649	38592	3,341.13	LIFE & LTD INS.	3,341.13
1/12/2023	STATE OF CALIFORNIA	598826	38593	125.00	EARNINGS GARNISHMENT	125.00
1/12/2023	UNIFIRST CORPORATION	60585	38594	125.33	UNIFORM/ LAUNDRY SERVICE	125.33
1/12/2023	UNITED RENTALS	60499	38595	2,883.35	AERIAL PLATFORM RENTAL	2,883.35
1/12/2023	UNIVAR USA INC	60561	38596	4,079.70	SODIUM BISULFITE	4,079.70
1/12/2023	VISION SERVICE PLAN	60647 60648	38597	50.98 1,601.09	COBRA VISION VISION	1,652.07
1/12/2023	YORKE ENGINEERING, LLC	60535	38598	2,666.00	AIR QUALITY SUPPORT, COMPLIANCE ASSISTANCE	2,666.00
1/19/2023	AERIAL LIFT SERVICE CO INC	60686	38599	7,013.42	ANSI ANNUAL INSPECTION	7,013.42
1/19/2023	ALHAMBRA & SIERRA SPRGS WATER	60674	38600	310.68	ALHAMBRA WATER	310.68
1/19/2023	CITY OF ANTIOCH- WATER	60645 60646	38601	1,430.22 99.34	AC# 004-01513 AC# 004-01510	1,529.56
1/19/2023	ARCO BUSINESS SOLUTIONS	60664	38602	3,098.32	GAS	3,098.32

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
1/19/2023	BARNETT MEDICAL SERVICES, LLC		38603			2,099.00
		60454		45.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		60455		290.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		60699		368.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		60700		463.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		60701		224.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		60702		168.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		60703		502.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
		60704		39.00	HHW-SHARPS/PHARMACEUTICAL TRANSPORATION/DISPOSAL	
1/19/2023	BASIC BENEFITS, LLC		38604			85.00
		60665		85.00	FSA	
1/19/2023	BAY AREA AIR QUALITY MNGMENT		38605			599.00
		60711		599.00	PERMIT & REG FEES	
1/19/2023	BAY AREA AIR QUALITY MNGMENT		38606			796.00
		60712		796.00	PERMIT & REG FEES	
1/19/2023	CALTEST ANALYTICAL LABORATORY		38607			1,802.70
		60572		702.90	CONTRACT LABORATORY FOR SAMPLE ANALYSIS	
		60613		1,099.80	CONTRACT LABORATORY FOR SAMPLE ANALYSIS	
1/19/2023	CDW GOVERNMENT, INC.		38608			28,365.29
		60567		28,365.29	HARDWARE PURCHASE - FORTIGATE FIREWALL 101F	
1/19/2023	COMCAST BUSINESS COMMUNICATIONS, LLC		38609			860.93
		60666		860.93	PHONE EXP	
1/19/2023	CON-QUEST CONTRACTORS, INC		38610			227,634.46
		60683		227,634.46	CONSTRUCTION SERVICES FOR PN 21123	
1/19/2023	CONTRA COSTA COUNTY		38611			32,039.00
		60709		32,039.00	LEGAL SERVICES	
1/19/2023	CORELOGIC INFORMATION SOLUTIONS, INC		38612			165.00
		60644		165.00	REALQUEST PROPERTY INFORMATION	
1/19/2023	ERIKS NORTH AMERICA, INC.		38613			2,760.70
		60557		2,760.70	INVTY U103890	
1/19/2023	EVOQUA WATER TECHNOLOGIES, LLC		38614			368.90
		60549		368.90	LABORATORY REAGENT GRADE WATER EQUIPMENT AND SERVI	
1/19/2023	FASTENAL COMPANY		38615			198.33
		60548		198.33	MAINTENANCE CONSUMABLE ITEMS	
1/19/2023	FLYERS ENERGY LLC		38616			3,476.91
		60642		3,476.91	NET15 TEMPORARY TANK RENTAL AND FUELING PN19112	
1/19/2023	FRESCHI AIR SYSTEMS		38617			205.00
		60639		205.00	CONTRACTED SERVICES FOR DISTRICT HVAC ASSETS	
1/19/2023	KOA HILLS CONSULTING LLC.		38618			612.50
		60605		525.00	MUNIS ERP ENHANCEMENT PROJECT	
		60606		87.50	KOA HILLS CONSULTING MUNIS SUPPORT SERVICES	
1/19/2023	KONE. INC.		38619			117.76
		60573		117.76	ELEVATOR SERVICE	
1/19/2023	MSC INDUSTRIAL SUPPLY CO. INC.		38620			981.67
		60332		981.67	INVTY U103886	
1/19/2023	NEW IMAGE LANDSCAPE COMPANY		38621			2,563.00
		60568		2,563.00	LANDSCAPE SERVICES	
1/19/2023	NORTHPOINT SECURITY SERVICES, INC		38622			5,331.76
		60617		5,331.76	SECURITY PATROL SERVICES	
1/19/2023	PACIFIC GAS & ELECTRIC COMPANY		38623			334.04
		60667		334.04	UTILITIES	
1/19/2023	PACIFIC GAS & ELECTRIC COMPANY		38624			53.70
		60668		53.70	UTILITIES	
1/19/2023	PACIFIC GAS & ELECTRIC COMPANY		38625			3,953.20
		60693		3,953.20	AC# 4835091675-4	
1/19/2023	PACIFIC GAS & ELECTRIC COMPANY		38626			33,115.93
		60694		33,115.93	AC# 4835091675-4	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
1/19/2023	READY PRINT		38628			1,393.84
		60687		1,068.97	STATIONARY SUPPLIES	
		60688		107.56	STATIONARY SUPPLIES	
		60689		217.31	STATIONARY SUPPLIES	
1/19/2023	RED WING SHOE STORE 165		38629			250.00
		60542		250.00	SAFETY SHOES - MICHEAL PLACENCIA	
1/19/2023	SEMITORR GROUP LLC		38630			5,652.09
		60555		5,652.09	INVTY U103838	
1/19/2023	SHAPE INCORPORATED		38631			20,947.07
		60541		16,179.89	FLIGHT NP3127.070 PUMP	
		60684		4,767.18	NORD GEARBOX NIL679579	
1/19/2023	SYSTEM 1 STAFFING		38632			3,847.50
		60675		3,847.50	O/S TEMP	
1/19/2023	TERRYBERRY		38633			162.84
		60669		162.84	EMPLOYEE RECOGNITION	
1/19/2023	TRANSENE COMPANY, INC.		38634			1,472.76
		60556		1,472.76	INVTY U103892	
1/19/2023	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC.		38635			9,625.67
		60574		9,336.00	NIGHTLY JANITORIAL SERVICES	
		60632		289.67	NIGHTLY JANITORIAL SERVICES	
1/19/2023	UNITED RENTALS		38636			2,705.38
		60690		200.98	AERIAL PLATFORM RENTAL	
		60691		2,504.40	AERIAL PLATFORM RENTAL	
1/19/2023	UNIVAR USA INC		38637			6,836.62
		60560		6,836.62	SODIUM HYPOCHLORITE	
1/19/2023	HD SUPPLY FACILITIES MAINTENANCE LTD		38638			2,918.32
		60391		2,918.32	INVTY U103893	
1/19/2023	VULCAN INDUSTRIES INC		38639			1,386.61
		60685		1,386.61	BAR SCREEN REPLACEMENT PARTS	
1/19/2023	WESCO		38640			1,857.58
		60562		1,857.58	INVTY U103894	
1/19/2023	WM LYLES COMPANY		38641			4,675.90
		60641		4,675.90	CONSTRUCTION SERVICES PN 80008	
1/19/2023	WORLD OIL ENVIRONMENTAL SERVICES		38642			85.00
		60539		85.00	DELTA DIABLO HAZARDOUS WASTE PICK-UPS	
1/19/2023	ZORO TOOLS, INC		38643			1,698.84
		60392		1,594.69	INVTY U103887	
		60409		104.15	INVTY U103887	
1/26/2023	ALPHA MEDIA II LLC		38644			3,750.00
		60771		750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	
		60772		750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	
		60773		750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	
		60774		750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	
		60775		750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	
1/26/2023	CITY OF ANTIOCH- WATER		38645			6,355.34
		60731		5,986.77	AC# 013-00110	
		60732		99.34	AC# 013-00021	
		60733		99.34	AC# 013-00022	
		60734		99.34	AC# 013-00024	
		60735		70.55	AC# 013-00023	
1/26/2023	ASSOCIATED SERVICES COMPANY		38646			718.96
		60627		389.58	COFFEE AND COFFEE SUPPLIES	
		60629		329.38	COFFEE AND COFFEE SUPPLIES	
1/26/2023	AT&T		38647			2,335.51
		60792		2,335.51	PHONE EXP	
1/26/2023	MICHAEL AUER		38648			251.72
		60810		251.72	REIMBURSEMENT	
1/26/2023	MICHAEL BAKALDIN		38649			486.14
		60809		486.14	REIMBURSEMENT	
1/26/2023	SCOT ALLISON CAMPBELL		38650			821.41
		60780		821.41	INVTY U103860	
1/26/2023	CALIFORNIA SPECIAL DISTRICT ASSOCIATION		38651			1,881.00
		60791		1,881.00	MEMBERSHIP & DUES	
1/26/2023	CALTEST ANALYTICAL LABORATORY		38652			4,387.20
		60752		1,593.00	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLIANCE	
		60753		2,794.20	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLIANCE	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
1/26/2023	CHEMTRADE CHEMICALS US LLC		38653			12,236.52
		60651		4,100.48	ALUMINUM SULFATE	
		60652		4,085.11	ALUMINUM SULFATE	
		60653		4,050.93	ALUMINUM SULFATE	
1/26/2023	CONCENTRA/OCCUPATIONAL HEALTH CENTERS		38654			120.00
		60728		120.00	PRE EMPL COST	
1/26/2023	CONTRA COSTA HEALTH SERVICES		38655			1,054.00
		60710		1,054.00	PERMIT & REG FEES	
1/26/2023	CONTRA COSTA WATER DISTRICT		38656			35.78
		60730		35.78	UTILITIES	
1/26/2023	CSRMA		38657			158,318.00
		60764		158,318.00	PROPERTY INSURANCE	
1/26/2023	DATCO		38658			144.20
		60794		109.20	PRE EMPL COST	
		60795		35.00	PRE EMPL COST	
1/26/2023	FEDERAL EXPRESS		38659			111.00
		60779		111.00	POSTAGE	
1/26/2023	C.H.W. ENTERPRISES, INC		38660			3,552.16
		60650		3,552.16	GRIT PUMP MOTORS TO REPLACE UNITS DAMAGED BY FLOOD	
1/26/2023	KEMIRA WATER SOLUTIONS, INC.		38661			7,352.65
		60654		7,352.65	FERROUS CHLORIDE	
1/26/2023	LEEANN KNIGHT		38662			393.75
		60808		393.75	REIMBURSEMENT	
1/26/2023	LIEBERT, CASSIDY, WHITMORE		38663			3,540.00
		60796		3,540.00	MEMBERSHIP DUES	
1/26/2023	LYSTEK INTERNATIONAL LIMITED		38664			4,225.30
		60612		4,225.30	BIOSOLIDS DISPOSAL	
1/26/2023	MAINSAYER SOFTWARE		38665			6,841.50
		60729		6,841.50	SOFTWARE RENEWAL - MAINSAYER	
1/26/2023	CAROL MARGETICH		38666			389.14
		60807		389.14	REIMBURSEMENT	
1/26/2023	McCAULEY AGRICULTURAL & PEST SERVICES		38667			300.00
		60659		300.00	PEST CONTROL SERVICES	
1/26/2023	MEYERS NAVE		38668			1,852.74
		60663		1,852.74	LEGAL SERVICES	
1/26/2023	NORTHPOINT SECURITY SERVICES, INC		38669			10,663.52
		60643		5,331.76	SECURITY PATROL SERVICES	
		60754		5,331.76	SECURITY PATROL SERVICES	
1/26/2023	NWN CORPORATION		38670			3,850.61
		60762		817.95	PHONE EXP	
		60763		3,032.66	PHONE EXP	
1/26/2023	ODP BUSINESS SOLUTIONS LLC		38671			666.57
		60630		132.10	OFFICE SUPPLIES	
		60631		39.06	OFFICE SUPPLIES	
		60677		182.03	OFFICE SUPPLIES	
		60678		30.89	OFFICE SUPPLIES	
		60679		217.97	OFFICE SUPPLIES	
		60680		67.60	OFFICE SUPPLIES	
		60681		35.98	OFFICE SUPPLIES	
		60682		(39.06)	OFFICE SUPPLIES	
1/26/2023	PACIFIC GAS & ELECTRIC COMPANY		38672			43,486.65
		60803		43,486.65	AC# 5138050344-4	
1/26/2023	ABEL PALACIO		38673			567.55
		60806		567.55	REIMBURSEMENT	
1/26/2023	POLYDYNE INC		38674			17,366.84
		60657		17,366.84	LIQUID POLYMER	
1/26/2023	RH TECHNOLOGY		38675			6,230.60
		60760		2,672.00	O/S TEMP	
		60761		3,558.60	O/S TEMP	
1/26/2023	TERRY SPURGEON		38676			558.66
		60805		558.66	REIMBURSEMENT	
1/26/2023	STATE OF CALIFORNIA		38677			125.00
		598827		125.00	EARNINGS GARNISHMENT	
1/26/2023	JAYNE STROMMER		38678			128.48
		60804		128.48	REIMBURSEMENT	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
1/26/2023	SYNAGRO WEST, LLC	60662	38679	58,660.42	BIOSOLIDS HAULING	58,660.42
1/26/2023	UNIVAR USA INC	60655	38680	6,829.63	SODIUM HYPOCHLORITE	20,530.49
		60656		6,846.96	SODIUM HYPOCHLORITE	
		60739		6,853.90	SODIUM BISULFITE	
GRAND TOTAL						<u>1,546,346.19</u>

March 8, 2023

AUTHORIZE GENERAL MANAGER TO EXECUTE LICENSE AGREEMENT WITH GTE MOBILNET OF CALIFORNIA LIMITED PARTNERSHIP, DBA VERIZON WIRELESS FOR A TEMPORARY TELECOMMUNICATION SITE AT BRIDGEHEAD PUMP STATION

**Recommendation**

Authorize the General Manager to execute a license agreement with GTE Mobilnet of California Limited Partnership, dba Verizon Wireless (Verizon) for a temporary telecommunication site at the Bridgehead Pump Station (BHPS).

**Background Information**

In September 2011, the Board approved a lease agreement with Verizon to install cellular antennas on an existing Pacific Gas and Electric (PG&E) electrical transmission tower at BHPS. In addition, because the lease payments received were considered unanticipated revenues, the Board directed staff to deposit the lease proceeds into the District's Other Post-Employment Benefits (OPEB) Trust Fund as permitted by the OPEB Funding Policy. The cellular antennas were constructed and placed into service in 2012.

**Analysis**

In 2021, PG&E notified Verizon of its intent to remove the existing electrical transmission tower at BHPS. In response, Verizon sought a new site for its existing cellular antennas. Following an unsuccessful negotiation with City of Antioch to replace the existing PG&E tower, Verizon approached the District to request a new license agreement for construction of a new portable cell tower that will allow Verizon to utilize its existing equipment house and other support infrastructure at BHPS.

Staff has reviewed the proposal from Verizon and determined that use of the BHPS site for this purpose will not impact operation of the facility or future expansion needs. Verizon has agreed to compensate the District with a license payment of \$2,000 per month for the initial one-year term of the agreement, which includes a one-year extension if acceptable to both parties. If exercised, the term extension period would include a 3.0 percent increase to the license payment for the duration of the second year. The new license payment would be in addition to the existing revenue received from the 2011 BHPS lease agreement with Verizon for the equipment house, which will remain in full effect.

The draft license agreement (attached) has been reviewed by District legal counsel, who developed the associated indemnification clause language. It should be noted that Verizon will provide indemnity and defend the District to the extent liabilities arise from the use of the site; to the extent liabilities arise from the District's negligence or misconduct, no indemnity is required. Similarly, the District will not be responsible for acts of vandalism that cause damage to Verizon's facility, except to the extent that such vandalism is caused by the sole negligence or willful misconduct of the District. Although these terms cause some limited exposure to the District in allowing use of this site, it has been determined that the risk of such occurrences is





low, while providing an acceptable level of protection for Verizon, as requested, for such occurrences.

**Financial Impact**

A total of \$24,000 would be received by the District over the initial one-year term with potential for a total of \$48,720 to be received if the second-year extension is exercised by both parties.

**Attachment**

Draft Communication Site License Agreement

Reviewed by: 

Thanh Vo  
Acting Engineering Services Director

cc: District File No. BRD.01-ACTS



## COMMUNICATION SITE LICENSE AGREEMENT

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2023, ("Agreement") between Delta Diablo, a California special district, hereinafter referred to as "Licensor," and GTE Mobilnet of California Limited Partnership, d/b/a Verizon Wireless, a California limited partnership, hereinafter referred to as "Licensee".

1. Licensee currently operates a telecommunications facility on a fixed tower owned by Pacific Gas & Electric Co. (PG&E) located on Licensor's property located at 5700 Bridgehead Road, Oakley, CA 94561. For the purposes of installing and operating a portable temporary cell tower while a new replacement for PG&E's fixed tower is being permitted and constructed, Licensor does hereby grant unto Licensee a license to use a 50' by 50' parcel located at the foregoing address, which parcel is hereinafter referred to as the "Property" and which is described further on Exhibit A attached hereto and made a part hereof, together with the right to place upon the Property a temporary telecommunications facility ("Facility"). Licensor also grants unto Licensee a non-exclusive right-of-way for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks. Licensor shall not unreasonably impact operation of or unreasonably impede access to Licensee's Facility during the use of the right-of way. Said right-of-way and Property are described on Exhibit A attached hereto and made a part hereof. The Property will be used to place a 33' x 17' temporary telecommunications trailer with a 50' pole (peak height from ground level) with a temporary 6' tall security fence installed along the boundary of the Property. Further, Licensee shall have the right to install and maintain conduits, pipes, cables and wires to its Facility within the Property to supply utility service and power to the Facility as depicted in Exhibit A. Licensee has previously

obtained Licensor's written approval of plans for installation of the Facility and shall conduct the installation work in accordance with the approved plans dated 10/25/2022 and coordinate it with Licensor.

2. The term of the license granted by this Agreement shall be for a one (1) year initial term commencing on December 1, 2022 and terminating on November 30, 2023. Licensee shall have the option to extend the license term for an additional period of one (1) year upon advance written request by Licensee and subject to written approval by Licensor. Request for extension must be made within thirty (30) days before the initial term expiration date.

3. Licensee shall pay to Licensor an annual fee of \$24,000.00 to be paid in equal monthly installments of \$2,000/month on the first day of each month to Licensor or to such other person, firm or place as Licensor may, from time to time, designate in writing at least thirty (30) days in advance of any license payment date. If the license term is extended by one year, as provided in Section 2 above, the annual and monthly license fee shall be increased by three percent (3%) compounding with each one-year extension.

4. Licensee reserves the right to terminate this Agreement on thirty (30) days' advance written notice. Otherwise, this Agreement shall terminate upon expiration of the license term specified in Section 2 above. Upon termination of this Agreement, Licensee shall promptly remove all of its equipment and improvements, including the Facility, and restore the Property to its original condition.

5. Insurance and Indemnification.

(a) Licensee shall purchase and maintain, at its own cost and expense, throughout the license term and until all of the equipment comprising the Facility has been removed and the

Property has been returned to its original condition, the following general liability and property damage policies as Licensor may deem necessary. Such policies shall include, at a minimum, (i) **“All Risk” Property** insurance for the full replacement cost of Licensee’s Facility with no coinsurance provision; (ii) **Commercial General Liability** insurance, on Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.; (iii) **Automobile Liability**, on Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage; and (iv) **Workers’ Compensation Insurance** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than \$1,000,000. The coverage afforded by Licensee’s commercial general liability insurance shall apply to Licensor as an additional insured. Licensee shall provide Licensor with a Certificate of Liability Insurance and evidence that Delta Diablo, its directors, officers, agents, and employees have been named as additional insureds. Such Certificate of Liability Insurance must include a provision that insurers will provide written notice to Licensor at least thirty (30) calendar days before cancellation (ten (10) days’ notice due to nonpayment).

(b) Licensee shall indemnify, defend, and protect Licensor and its respective directors, officers, agents, and employees (the “Indemnitees”) and hold the Indemnitees harmless from any

claims, losses, damages, injuries, liabilities, penalties, forfeitures, violations, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") caused by (i) any occurrence in, upon, at or about the Property or Facility; (ii) Licensee's occupancy, use, construction upon or of and maintenance of the Property or Facility; (iii) the operation of the business of the Licensee thereon; and (iv) any act or failure to act, occasioned wholly or in part by Licensee, its agents, employees, or invitees. Nothing contained herein may be construed to make Licensee liable for any injury or loss caused by the negligence or willful misconduct of Licensor or any agent, representative or employee of Licensor.

(c) Notwithstanding anything to the contrary in this Agreement, Licensee and Licensor each waives any claims that it may have against the other with respect to consequential, incidental or special damages.

(d) The provisions of this Section 5 shall survive the expiration or earlier termination of this Agreement.

6. Licensor covenants that Licensee, upon paying the amount set forth herein and performing the covenants set forth herein, shall peacefully and quietly have, hold and enjoy the Property. Further, Licensor covenants that Licensor holds fee simple title and interest to the Property and has full authority to enter into this Agreement.

7. This Agreement and the license granted by it may not be sold, assigned, or transferred by Licensee without the advance written consent of Licensor, which consent will not be unreasonably withheld.

8. All notices required by this Agreement or by law must be in writing and shall be sent by overnight delivery (FedEx, UPS, etc.) or by certified mail, return receipt requested, to:

**Licensor: Delta Diablo**  
Attention: General Manager  
2500 Pittsburg-Antioch Hwy  
Antioch, CA 94509

**Licensee: GTE Mobilnet of California Limited Partnership  
d/b/a Verizon Wireless**  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

9. Damage and Destruction. If the Property or Facility is damaged, destroyed, condemned or transferred in lieu of condemnation, Licensee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer by giving fifteen (15) days' prior written notice to Licensor. Notwithstanding the foregoing, Licensor is not responsible for any acts of vandalism occurring in, on, or around the Property or Facility, except to the extent such vandalism is caused by the sole negligence or willful misconduct of Licensor, its officers, its agents, or employees. Should any vandalism occur on the Property or Facility, any such repairs are the sole responsibility of Licensee, except to the extent that such vandalism is caused by the sole negligence or willful misconduct of Licensor, its officers, its agents or employees. Furthermore, in the event of damage to the Property or Facility due to acts of God, war, strikes, fires, floods, or power failures, Licensee acknowledges that Licensor is not responsible for any repairs necessary to the Property or Facility. If the Property, the access right-of-way, or any structure thereon or part thereof is damaged as a result of the installation or operation of the Facility, Licensee is responsible for repairing the damage and returning the Property or access right-of-way to the condition it was in prior to the installation of the Facility.

10. Default and Right to Cure.

(a) The following will be deemed a default by Licensee and a breach of this Agreement:

(i) failure to pay licensee fees or to provide insurance if such failure remains uncured for more than five (5) business days after receipt of written notice of such failure; or (ii) Licensee's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Licensor specifying the failure. A failure to cure a non-monetary or non-insurance default will not be deemed to exist if Licensee has commenced efforts to cure such default within the 30-day cure period, so long as such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensee. If Licensee remains in default beyond any applicable cure period, Licensor has the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Licensor and a breach of this Agreement: Licensor's failure to perform any term or condition under this Agreement within forty-five (45) days after receipt of written notice from Licensee specifying the failure. No such failure, however, will be deemed to exist if Licensor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Licensor.

11. Licensee shall pay personal property taxes assessed against the Facility. In addition, Licensee shall pay when due, all real property taxes and all other taxes, fees and assessments, if any, attributable to Licensee's use under this Agreement. Notwithstanding the foregoing, Licensee does not have the obligation to pay any tax, assessment or charge that



Licensee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed, so long as no lien attaches to the Property.

12. Miscellaneous.

(a) If any provision of the Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement will remain binding upon the parties as though the unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement, then the Agreement may be terminated by either party on ten (10) business days' prior written notice to the other party hereto.

(b) Terms and conditions of this Agreement, which by their sense and context survive the termination, cancellation or expiration of this Agreement, will so survive.

(c) This Agreement is governed by the laws of the State of California, and binds and inures to the benefit of the successors and permitted assignees of the respective parties.

(d) This Agreement extends to and binds the heirs, personal representatives, successors and assigns of the parties hereto.

(e) This Agreement constitutes the entire agreement between the parties, and supersedes all understandings, offers, negotiations and other licenses or leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LICENSOR:**

**Delta Diablo**

By: \_\_\_\_\_  
Name: Vince De Lange  
Title: General Manager

**LICENSEE:**

**GTE Mobilnet of California Limited Partnership,  
d/b/a Verizon Wireless**

**By Cellco Partnership, Its General Partner**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Mary Ann Mason, County Counsel

[Insert name]

By: David F. Schmidt, Deputy County Counsel

Attorneys for Licensor

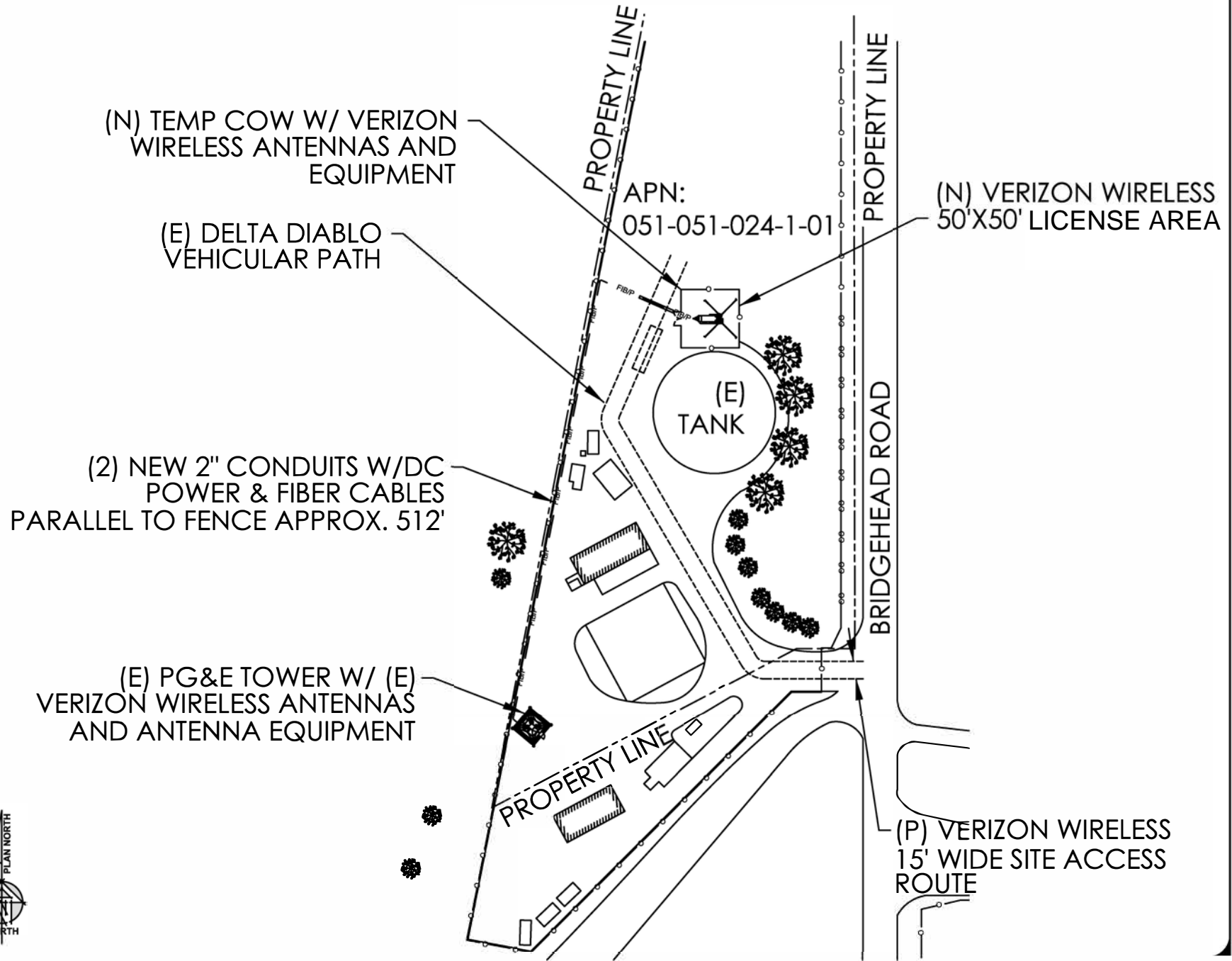
Attorneys for Licensee



**Exhibit A**  
**Description**

See Attached

DRAFT



APN:  
051-051-024-1-01

BRIDGEHEAD

TEMP COW

5951 BRIDGEHEAD RD.  
ANTIOCH, CA 94531



ISSUE STATUS

INT	DATE	DESCRIPTION	REV
PM	11/7/22	LEASE EXHIBIT	0

SHEET TITLE:  
OVERALL SITE PLAN

A-1

March 8, 2023

AUTHORIZE GENERAL MANAGER TO APPROVE PURCHASE ORDER IN THE AMOUNT OF \$107,755.44, ELK GROVE FORD, TWO FORD F-250 TRUCKS

**Recommendation**

Authorize the General Manager to approve a purchase order in the amount of \$107,755.44 with Elk Grove Ford for two Ford F-250 trucks to meet District fleet vehicle operational needs.

**Background**

The District relies on a fleet of various types of vehicles for the safe, reliable, and efficient transportation of personnel, equipment, and materials to meet its operational needs. An evaluation of the vehicle fleet is conducted periodically to ensure operational needs are met and that replacement vehicle needs are addressed.

**Analysis**

Staff recently conducted an evaluation of existing fleet vehicles and identified that two Ford E-250 Super Duty vans are due for replacement based upon age, mileage, and increasing level of servicing requirements. Following careful consideration, the Ford F-250 regular cab truck with a Scelzi utility body was determined to best meet the expected usage for these two vehicles. Staff developed a vehicle specification for the trucks with body package and on-board equipment to ensure this vehicle provides safe, reliable, and efficient service.

A Request for Quotations was distributed to four dealerships, and three responded including one state and one national cooperative agreement dealership. Elk Grove Ford provided the lowest bid of \$53,877.72 per truck, which included a government agency discount, for a total cost of \$107,755.44.

**Financial Impact**

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

**Attachments**

None.



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

Dean Eckerson  
Resource Recovery Services Director

cc: District File No. BRD.01-ACTS



**ITEM E/5**

March 8, 2023

RECEIVE NOTES FROM PERSONNEL COMMITTEE MEETING, MARCH 2, 2023

**Recommendation**

Note receipt and file.

**Background Information**

The Personnel Committee met on March 2, 2023. The meeting was attended by Committee Chair, Federal Glover and Vince De Lange, General Manager, for the purpose of a public employee performance evaluation (General Manager).

**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. Personnel Committee Meeting Notes, March 2, 2023
2. Personnel Committee Agenda, March 2, 2023

Reviewed by:



Vince De Lange  
General Manager



**MEETING NOTES**

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

*(a California Special District)*

**190 E. 4<sup>th</sup> STREET, PITTSBURG, CA 94565**

**THURSDAY, MARCH 2, 2023**

**4:00 P.M.**

The meeting was called to order by Committee Chair Federal Glover at 4:01 p.m. on Thursday, March 2, 2023. Also present was Vince De Lange, General Manager.

PUBLIC COMMENTS

None.

CLOSED SESSION

Chair Glover adjourned the meeting to Closed Session at 4:02 p.m. for the purpose of:

Public Employee Performance Evaluation – Gov. Code § 54957(b)(1), Title: General Manager

Chair Glover reconvened in regular session at 4:52 p.m. and stated there was nothing to report out.

ADJOURNMENT

The meeting was adjourned by Chair Glover at 4:52 p.m.

(Recording Secretary: Vince De Lange)



# AGENDA

## BOARD OF DIRECTORS PERSONNEL COMMITTEE MEETING DELTA DIABLO

*(a California Special District)*

190 E. 4<sup>TH</sup> STREET, PITTSBURG, CA 94565  
THURSDAY, MARCH 2, 2023  
4:00 P.M.

### A. PUBLIC COMMENTS

### B. CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Gov. Code, § 54957(b)(1)  
Title: General Manager

### 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](http://www.deltadiablo.org) and also at the District Administration Building located at 2500 Pittsburg-Antioch Highway, Antioch, CA 94509 during normal business hours.

## ITEM F

March 8, 2023

### APPROVE AND AUTHORIZE GENERAL MANAGER TO EXECUTE A PROJECT LABOR AGREEMENT WITH CONTRA COSTA BUILDING AND CONSTRUCTION TRADES COUNCIL

#### **Recommendation**

Approve and authorize the General Manager to execute to a Project Labor Agreement (PLA), which would apply to capital projects with an engineer's estimate of construction cost (excluding contingencies) greater than \$1,000,000, with the Contra Costa Building and Construction Trades Council (Trades Council).

#### **Background Information**

At the September 14, 2022 Board Meeting, staff received direction from the Board to engage with the Trades Council to negotiate a PLA for District construction projects that meet specific criteria.

A PLA, also referred to as a "Project Stabilization Agreement," is a standard form collective bargaining agreement between one or more labor organizations (i.e., the Trades Council and multiple labor union signatories representing various trades) and the owner of construction projects (i.e., the District). The PLA establishes general terms and conditions of labor employment for projects and protects the owner against strikes and other labor disputes on projects. Public agencies have utilized PLAs as a means to provide for effective project delivery with minimal labor-related disruptions that could adversely impact projects and/or the public.

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

#### **Analysis**

Staff met with the Trades Council during multiple meetings to negotiate the PLA terms and conditions. In developing the PLA approach, staff and District Legal Counsel reviewed PLAs that have been executed between the Trades Council and the cities of Pittsburg and Antioch, Contra Costa County, and West County Wastewater District to address key District issues and incorporate applicable practices in the District's proposed PLA. The negotiations have centered on several key issues related to PLA duration, applicability based on project threshold amount, definition of "covered work" and "excluded work" under the PLA.

Following successful completion of PLA negotiations with the Trades Council, the proposed PLA is intended to enhance construction project efficiency by utilizing highly trained and skilled labor, avoiding labor disputes that could imperil project construction schedules, and providing



community benefits through local hiring preference, apprenticeship programs, and veteran employment opportunities. Key terms of the proposed PLA include:

- § Projects with an engineer's estimate of construction cost (excluding contingencies) exceeding \$1,000,000 will be subject to the PLA. This project cost threshold applies to both traditional design-bid-build and alternative project delivery methodologies, which may be utilized by the District as it deems necessary in accordance with California Public Contract Code and state, local, and federal laws.
- § The District retains the sole right to reject or award construction contracts that are subject to the PLA.
- § The Trades Council, and all signatory unions, agree to have no strikes, sympathy strikes, or work stoppages for PLA projects. In return, contractors agree to utilize union labor and/or pay applicable union dues and fees for non-union workers while they are employed on the project. Any disputes regarding these issues will be subject to expedited arbitration.
- § Local area employment opportunities will be enhanced through the required use of apprenticeship programs for a portion of the project labor force, a preference to hire laborers who live within the District's service area and Contra Costa County, and participation in programs that offer employment services for military veterans (i.e., "Helmets to Hardhats").
- § Contractors, and subcontractors at any level, are required to execute an agreement to be bound to the terms of the PLA prior to conducting any work on the project.
- § The PLA will expire five (5) years from the effective date and will automatically roll over for an additional five (5) years unless the District or the Trade Council requests to terminate the agreement in accordance with the PLA provisions.

### **Financial Impact**

The potential financial impacts associated with PLA implementation at the District are expected to be negligible because state law requires contractors to pay prevailing wages for District public works projects. There could be minor cost increases for non-union contractors who are required under the PLA to contribute to union trust funds and other associated programs. Other agencies with similar PLAs have not observed significant cost differentials in construction bid prices.

### **Attachment**

Proposed Project Labor Agreement for Delta Diablo

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



Brian Thomas

Acting Business Services Director/District Engineer

cc: District File No. BRD.01-ACTS



**PROJECT LABOR AGREEMENT  
FOR DELTA DIABLO**

This Project Labor Agreement (“**Agreement**”) is effective as of March \_\_\_\_, 2023 (“**Effective Date**”) and is among the following parties: (1) Delta Diablo (hereinafter the “**District**”); (2) the Contra Costa County Building and Construction Trades Council (“**Council**”) and its affiliated local Unions that have executed this Agreement (referred to collectively herein as the “**Unions**”); and (3) the contractors and subcontractors of all tiers that become signatory to this Agreement by signing the “**Agreement to be Bound**” (**Addendum A**) (“**Contractors/Employers**”).

A. The purpose of this Agreement is to promote the efficiency of construction operations for Delta Diablo through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of any Projects (as defined below) covered by this Agreement.

B. The timely and successful completion of District Projects is of the utmost importance to meet the needs of the District and avoid increased costs resulting from delays in construction.

C. Workers of various skills will be required in the performance of construction work on District Projects and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors/Employers and subcontractors who are also signatory to this Agreement.

D. The use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work.

E. On Projects with multiple Contractors and Union bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial unless there is an overriding commitment to maintain continuity of work.

F. One of the primary purposes of this Agreement is to avoid labor disputes that could delay completion of Projects.

G. The interests of the general public, the District, the Unions, and the Contractors/Employers would be best served if the construction work on Projects proceeds in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns, or other interferences with work.

H. The Contractors/Employers and the Unions desire to stabilize wages, establish hours and working conditions for the workers employed on the Projects, and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist.

I. The parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different

employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project.

J. This Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements (“CBAs”) in effect during the duration of a Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said CBAs, in which event the provisions of this Agreement will prevail.

K. The District strongly supports and encourages the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the waste/wastewater and construction industries.

L. The District has the absolute right to select the lowest responsive and responsible bidder (or the Best Value submission for design-build work) for the award of construction contracts on a Project.

M. The contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code and state, local and federal laws.

N. The parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of a Project.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I**  
**DEFINITIONS**

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on a Project.

1.3 "Completion" means that point at which there is final acceptance by the District of a Construction Contract, and the District has filed a Notice of Completion.

1.4 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback, or other contracts under which construction of a Project is done) awarded by the District that are necessary to complete a Project.

1.5 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the District for the construction of any part of the

Project, and all contractors and subcontractors of any tier, but does not include design and/or consulting firms performing non-craft work.

1.6 “Council” means the Contra Costa Building and Construction Trades Council.

1.7 “District” means Delta Diablo and its employees, officials, and agents.

1.8 “District Service Area” means the City of Antioch, the City of Pittsburg, and the unincorporated community of Bay Point.

1.9 “Local Area” means Contra Costa County.

1.10 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement(s) of each craft Union signatory hereto.

1.11 "Project" means any District public works construction contract project subject to the Public Contract Code, in which the engineer’s estimate of the total cost of that project (not including budget contingencies) exceeds one million dollars (\$1,000,000). The District agrees not to divide projects for the purpose of avoiding coverage under this Agreement. All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The District and the Council may mutually agree in writing to add or waive additional projects or components to be covered by this Agreement. The term “Project” applies to each and all projects as defined in this section, whether used in the singular or plural.

1.12 “Project Manager” means the person(s) or entity(ies) designated by the District to oversee all phases of construction on a Project and the implementation of this Agreement.

1.13 “Union” or “Unions” means the Contra Costa Building and Construction Trades Council and its affiliated Unions signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

## **ARTICLE II** **SCOPE OF AGREEMENT**

2.1 **Parties:** This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on a Project (including subcontractors at any tier), and their successors and assigns, the District, the Council, and its affiliated Unions signatory to this Agreement.

2.2 **Applicability:** This Agreement governs all Construction Contracts awarded on any Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.3, except when the District directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 **Covered Work:** This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit,

painting or repair of buildings, structures and other works, and related activities for a Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples: geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve a Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for a Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District or Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Union(s) and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractors/Employers, including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request, as required by the bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the District's own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including, but not limited to, executives, managerial employees, administrative personnel, office and clerical employees, engineering employees, architects, quality control/assurance personnel, inspectors, guards, and supervisors above the level of general foreman (unless covered by a Master Agreement). This Agreement shall not



apply to soils and materials testing and inspection work that is not: (1) within the craft jurisdiction of one of the Unions; and (2) directly or indirectly part of the Project.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to a Project site that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities or their contractors including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded from this Agreement. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry is Covered Work if otherwise included in the definition of Project and not otherwise excluded under this Agreement. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits is Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 In limited circumstances involving a manufacturer's warranty or guarantee, Project Work may be performed by persons not covered by this Agreement provided that the Contractor/Employer or manufacturer responsible for such Project Work demonstrates by an enumeration of specific tasks that those tasks cannot be performed by craft workers covered by this Agreement. All such work shall be identified and discussed by the Contractor/Employer or manufacturer at the Pre-Job Conference as provided in Article V, or, if not known at the time of the Pre-Job Conference, shall be identified and discussed with the Council and the relevant Union(s) once the work becomes known, including by holding a Pre-Job Conference if requested by the Council.

2.4.6 This Agreement does not apply to factory manufacturing of equipment.

2.4.7 This Agreement does not apply to work that is jointly performed with another public agency, unless the District is the lead agency, or the work is awarded by the District, or if application of this Agreement is otherwise agreed to by the parties on a case-by-case basis. With respect to work jointly performed with another public agency properly excluded under this Section, the District will make a request, in writing, to the other public agency to apply this Agreement, or in the alternative, request that the other public agency meet with the District and Council to discuss application of this Agreement.

2.4.8 This Agreement does not apply to work substantially funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, the District agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the District will modify the requirements of this Agreement for the affected Project only to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.5 Award of Contracts: The District has the right to select any qualified bidder (or best-value design-build proposer) for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready, and able to execute and comply with this Agreement. The District shall include this Agreement (in its entirety or by reference) in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project. A copy of all invitations to bid shall be provided to the Council within fourteen (14) day of issuance. This Agreement is not intended to, and will not, affect or govern the award of contracts by the District that are not part of a Project as defined by Section 1.11.

2.6 Combining, Consolidating, or Canceling Projects: The District has the sole and absolute right to combine, consolidate, or cancel a Project or any portion of the Project's scope. However, Covered Projects and Construction Contracts will not be split, divided or otherwise separated for the purpose of avoiding application of this Agreement. Additionally, if the District cancels a Project or Project Work and then reauthorizes that work, then that work shall be performed under the terms and conditions of this Agreement.

### **ARTICLE III** **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Council, the Unions, and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree, to evidence their acceptance prior to the commencement of work, by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between any Union(s) and the Contractor/Employer(s) with respect to compliance with this Agreement shall not affect the rights, liabilities, obligations, and duties between the Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 Any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations, and duties between the Contractor(s)/Employer(s) and any other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including any Schedule A incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

#### **ARTICLE IV** **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1. The Unions, the District, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling, withholding of work, unlawful refusals to work, lockouts, sickouts, walk-offs, sit-downs, stand-ins, boycotts, or other work stoppages, or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other facility of District because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 Neither the Council nor local Unions may sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity prohibited by Section 4.1.1 at any Project site and they shall make a good faith effort to prevent or to terminate any such activity. Any employee who engages in activities that violate this Article may be subject to disciplinary action, up to and including discharge.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it shall not strike on work covered by this Agreement or engage in any activity described in Section 4.1.1 and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on a Project, the Union shall give the District and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and two (2) business days' notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the District or any Contractor(s)/Employer(s) contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 12.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the District, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the District will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a

written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand, certified mail, or via email upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award shall be final and binding and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the District, and the Council shall mutually agree to a replacement.

## **ARTICLE V** **PRE-JOB CONFERENCES**

5.1 **Timing:** The Project Manager or the Council shall convene and conduct, at a mutually agreeable location and time, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

5.2 The pre-job conference shall be attended by a representative of each participating Contractor(s)/Employer(s) and each affected Union, and the Council and District may attend at their discretion.

5.3 The pre-job conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.
- (g) Discussion of any items covered by Section 2.4.5.

5.4 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the District, the Unions, and the Contractor(s)/Employer(s) are addressed, the Project Manager, General Contractor, and Senior Executive of the Council, or designated representatives thereof, will meet on a periodic basis during the term of this Agreement. The District and the Council shall have the right to call these meetings and invite the appropriate parties.

## **ARTICLE VI** **NO DISCRIMINATION**

6.1 The Contractors/Employers and the Unions shall agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

6.2 The Contractor(s)/Employer(s) shall ensure and maintain a working environment free from harassment, intimidation, and coercion at all times, and at all facilities at which the Contractor(s)/Employer(s)' employees are assigned to work. The Contractor(s)/Employer(s) shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor/Employer's obligations to maintain such a working environment. The Contractor/Employer will be required to remove and replace such supervisory personnel if they fail to maintain such a working environment.

## **ARTICLE VII** **UNION REPRESENTATION AND REFERRAL**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractor(s)/Employer(s) shall make and transmit all deductions for Union dues, fees, and assessments that have been voluntarily authorized by employees in writing in accordance with the applicable Master Agreement. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on a Covered Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreement(s) as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

7.4 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

7.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

7.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires worker(s) to perform work on a Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately direct such worker(s) to the appropriate Union hiring hall to be referred for work on the Project.

7.7 It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area, as defined in Section 1.9, in construction of the Project, with priority given to residents of the District's Service Area, as defined in Section 1.8. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons to fulfill the referral requirements of the Contractor(s)/Employer(s). To the extent allowed by law, and consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred for Project work covered by this Agreement.

## **ARTICLE VIII** **WAGES AND BENEFITS**

8.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other deferred compensation plan, apprenticeship, worker protection and assistance, and

health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

8.2 By signing the **Agreement to be Bound**, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 8.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s).

8.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

8.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

## **ARTICLE IX** **APPRENTICES**

9.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

9.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

9.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

## **ARTICLE X** **HELMETS TO HARDHATS**

10.1 The Contractors/Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring



halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

10.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## **ARTICLE XI** **COMPLIANCE**

11.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article VIII of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project.

## **ARTICLE XII** **GRIEVANCE ARBITRATION PROCEDURE**

12.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement as between a Contractor/Employer and a Union, other than disputes under Article IV and Article XIII, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

12.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No Contractor/Employer's employee working on the Project shall be disciplined or discharged without just cause.

12.3 No grievance shall be recognized unless the grieving party (Union, District Council, or Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual written agreement of the parties.

12.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union, or District Council, or Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual written consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual written consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

12.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.6 The time limits specified at any step of the grievance procedure may be extended by mutual written agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

12.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

12.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the District withhold and retain an amount

from what is due and owing to the Contractor/Employer(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, unless the District is prohibited from retaining such funds by law or contract, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

12.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the District and the Council shall mutually agree to a replacement.

12.10 In the event of a dispute between the Council or Union(s) and the District in connection with this Agreement, the Parties will meet and confer in an attempt to resolve the dispute, and if unsuccessful, may utilize the arbitration procedure set forth in this Article.

### **ARTICLE XIII** **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

13.1 The assignment of Covered Work will be solely the responsibility of the Contractor(s)/Employer(s) performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors/Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors/Employers and Unions parties to this Agreement.

13.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge.

### **ARTICLE XIV** **MANAGEMENT RIGHTS**

14.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to

direct their work force in their sole discretion. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

14.2 In addition to the rights of Contractors/Employers specifically enumerated in this Agreement, Contractors/Employers expressly reserve their management rights and all the rights conferred upon them by law, consistent with the Schedule A agreements, including but not limited to, the right to:

- i. Plan, direct, and control operations of all work;
- ii. Hire, promote, transfer, and layoff their employees, as deemed appropriate to satisfy work and/or skill requirements;
- iii. Promulgate and require all employees to observe reasonable, uniformly applicable job rules and security and safety regulations;
- iv. Discharge, suspend, or discipline their employees, subject to applicable Master Agreement procedures;
- v. Utilize, in accordance with the District's approval (to the extent required and allowable by the applicable Construction Contract(s), any work methods, procedures, and techniques;
- vi. Assign and schedule work at their discretion;
- vii. Assign appropriately paid overtime, determine when it will be worked, and the number and identify of employees who will engage in such work, subject to such provisions in the applicable Master Agreement requiring such assignments be equalized or otherwise made in a nondiscriminatory manner; and
- viii. Except as set forth in Section 2.3.2, they may select, purchase, and use materials, equipment, and systems from any source.

#### **ARTICLE XV** **DRUG AND ALCOHOL TESTING**

15.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol, and/or firearms at a Project job site any time during the work day is prohibited.

15.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A.

#### **ARTICLE XVI** **SAVINGS CLAUSE**

16.1 If any article, provision, clause, sentence, or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of

competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence, or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence, or word that will meet the objections to its validity and will be in accordance with its original intent.

16.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of the Agreement's provisions, and the District accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

## **ARTICLE XVII** **TERM**

17.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

17.2 This Agreement shall apply until the Completion of each Project in accordance with Sections 1.3 and 2.2.

17.3 This Agreement shall become effective on the day it is executed by the District and the Council, as indicated by the date of the later-signing party's signature. This Agreement shall expire five (5) years from the Effective Date. Prior to each five (5) year anniversary of the Effective Date of this Agreement, the District and the Council shall meet to discuss proposed changes, if any, to the Agreement. Absent a request for changes or termination, the Agreement will roll over for an additional five (5) years.

## **ARTICLE XVIII** **MISCELLANEOUS PROVISIONS**

18.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

18.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Electronic or digital signatures shall be deemed the equivalent of original signatures.

18.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

18.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

18.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

[SIGNATURES TO FOLLOW]

DRAFT

DELTA DIABLO

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

Date: \_\_\_\_\_

CONTRA COSTA COUNTY BUILDING AND  
CONSTRUCTION TRADES COUNCIL

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

Date: \_\_\_\_\_

DRAFT

**UNION SIGNATURES**

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Asbestos Workers Local #16

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Teamsters Local #315

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Boilermakers Local #549

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Roofers and Waterproofers Local #81

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Bricklayers Local #3

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Iron Workers Local #378

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Elevator Constructors Local #8

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Northern California District Council of Laborers, for itself and its affiliated Local Unions

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Sheet Metal Workers Local #104

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Cement Masons Local #300

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Operating Engineers Local #3

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International Brotherhood of Electrical Workers Local #302

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District Council #16, Painters and Allied Trades, for itself and its affiliated Local Unions

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Northern California Carpenters Regional Council, for itself and its affiliated Local Unions

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Sprinklerfitters Local #483

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United Association Local #159

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United Association Local #342

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United Association Local #355

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Plasterers Local #66



**Addendum A**  
**AGREEMENT TO BE BOUND**

[Date]  
[Addressee]  
[Address]

Re: Delta Diablo Project Labor Agreement  
Agreement to be Bound

Dear \_\_\_\_\_:

The undersigned confirms that it agrees to be a party to and bound by the Delta Diablo Project Labor Agreement (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 8.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Delta Diablo Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

California Contractor State License No. or Motor Carrier (CA) Permit No.: \_\_\_\_\_

Name of Authorized Person (print): \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

Title of Authorized Person: \_\_\_\_\_

Telephone Number of Authorized Person: \_\_\_\_\_

Address of Authorized Person: \_\_\_\_\_

State Public Works Registration Number: \_\_\_\_\_

132625\1265884

## ITEM G

March 8, 2023

### RECEIVE REPORT ON MAJOR FACTORS IMPACTING DEVELOPMENT OF NEW 5-YEAR CAPITAL IMPROVEMENT PROGRAM AND ASSOCIATED IMPACT ON SEWER SERVICE CHARGE PROJECTIONS

#### **Recommendation**

Receive report on major factors impacting development of the new 5-year Capital Improvement Program (CIP) for Fiscal Year 2023/2024 (FY23/24) through FY27/28 and associated impact on Sewer Service Charge (SSC) projections.

#### **Background Information**

As part of its Strategic Plan (dated August 2021), the District has established an Infrastructure Investment goal area with multiple associated strategies and objectives to “ensure the long-term effectiveness and reliability of District infrastructure through prioritized, cost-effective capital investment and maintenance.” The Strategic Plan also established a Fiscal Responsibility goal area with supporting strategies and objectives to “manage fiscal resources effectively to meet funding needs and maintain fair and reasonable rates.” Staff is currently engaged in the FY23/24 budget development process for both operational and capital investment needs. The new 5-year CIP for FY23/24-FY27/28 includes prioritized capital projects to ensure cost-effective investment in critical infrastructure elements in the District’s wastewater collection, conveyance, and treatment, and recycled water systems. In addition, staff is developing a 5-year financial plan (with a 10-year outlook) to effectively identify the District’s financial needs for capital investment and operational needs to ensure the District collects sufficient revenue to meet current and long-term projected costs of operations and maintenance, fund capital investment in aging infrastructure, and maintain overall financial stability. Staff will highlight major factors under consideration in developing the new 5-year CIP and the associated impact on SSC rate projections at the Board Meeting on March 8, 2023.

#### **Analysis**

The current Board-approved 5-year CIP (FY22/23-FY26/27) totals \$135.9 million. Based on updates to CIP project scopes, budgets, and schedules, the preliminary new 5-year CIP (FY23/24-FY27/28) totals \$137.2 million, which represents a \$1.3 million increase. An overview of major factors impacting CIP development and potential impacts to infrastructure investment timing and funding are provided below.

§ **Secondary Process Improvements Project**: As reported at the Board Meeting on March 30, 2022, the District identified the \$60 million Secondary Process Improvements Project to address a significant regulatory compliance vulnerability associated with potential loss of critical infrastructure and associated treatment capacity, ensure compatibility with long-term nutrient management plant upgrades, and accommodate growth in the District’s service area through 2040. This project was established as a result of the completed Resource Recovery Facility Master Plan indicating that the District’s Wastewater Treatment Plant (WWTP) is near 80 percent of loading capacity, which may be exceeded in 10 to 15 years due to growth in the service area and increased organics and solids concentrations. While the estimated total cost remains unchanged from the current 5-year CIP, staff has adjusted cash flow estimates based on delays in initiating pre-design and design activities from FY21/22 with the bulk of



the \$60 million cost now occurring in FY24/25-FY26/27, which is two years later than originally planned.

- § Nutrient Management: Delayed initiation of the Secondary Process Improvements Project provides the District with an opportunity to engage with regulators and the scientific community via the Bay Area Clean Water Agencies (BACWA) to understand potential impacts associated with algal blooms in San Francisco Bay (beginning in late July 2022 through mid-September 2022) and the adaptive measures that may be necessary to address this watershed-level issue. As highlighted at the Board Meeting on October 12, 2022, the Regional Water Quality Control Board is likely to accelerate implementation of nutrient limits in future NPDES permits for WWTPs, while considering the benefit of “early actions” by WWTPs to address nutrient loading. In response, the scope of the Secondary Process Improvements Project will now include an evaluation of intermediate, cost-effective treatment process upgrades that could reduce nutrient loading in the District’s WWTP effluent by approximately 15-20%. If future regulations are enacted that require the District to fully remove nutrients, the estimated capital cost to implement nutrient removal process upgrades at the District’s WWTP would likely exceed \$150 million with a significant increase in ongoing operating costs.
- § Cogeneration System Improvements Project: At the November 9, 2022 Board Meeting, staff highlighted the District’s focus on expanding biogas utilization, pursuing federal tax credits under the Inflation Reduction Act (30-50% of capital cost), and the likelihood that the project cost estimate in the current 5-year CIP (\$5.0 million) will be increased to approximately \$10.0 million in the upcoming 5-year CIP update. At the February 9, 2023 Board Meeting, a consultant contract was awarded for design services with an accelerated project schedule to meet the Inflation Reduction Act requirement that project must be in construction by December 31, 2024
- § Supply Chain Delays: Supply chain limitations have extended the scheduled completion date for several capital improvement projects that are in construction including the Treatment Plant Electrical Switchgear Replacement Project (~\$12.2 million total budget) and Bridgehead Temporary Pipeline Installation & Replacement Project (~\$4.8 million total budget). Both projects have been delayed by over a year due to limited availability of construction materials and factory production capacity, which will be factored into updated cashflow assumptions in the District’s 5-year financial plan.
- § Construction Cost Estimate Uncertainty: Current economic trends (i.e., inflation, workforce limitations) have resulted in significant uncertainty related to construction cost estimates and actual bid results for the District and other Bay Area agencies. Staff expects that cost estimates and schedules for the Secondary Process Improvements Project and the Cogeneration System Improvements Project will be more defined in early 2024 once the alternatives analyses have been completed for each project.

In 2021, the District projected that a 5.8% SSC increase would be necessary for FY23/24 followed by 2.0% to 2.5% increases in the FY24/25 and FY25/26. In 2022, staff reduced the FY23/24 SSC rate increase projection to 4.5% with 2.0% to 2.5% SSC increases in FY24/25-FY26/27. Staff has conducted a preliminary financial analysis utilizing the District’s FY22/23 financial model with the proposed 5-year CIP (FY23/24-FY27/28) to determine how the CIP drivers noted above affect projected SSC rate increases. Based on the delays in major capital project expenditures, the District is likely to recommend not increasing SSCs in FY23/24, while



rebalancing allocation of FY23/24 SSC revenue between the District's operating and capital funds to meet cash flow needs and fund balance reserve requirements. If no SSC increase is implemented in FY23/24, staff is projecting SSC increase in the range of 2.0% to 3.0% in subsequent fiscal years.

**Financial Impact**

Staff will incorporate these key changes to major capital project cost and schedule assumptions into the upcoming budget and CIP development processes to ensure that sufficient funding is available to meet the District's operational and capital investment needs.

**Attachments**

None.

Prepared by:



Brian Thomas

Acting Business Services Director/District Engineer

cc: District File No. BRD.01-ACTS



**ITEM J**

March 8, 2023

**RECEIVE MONTHLY LOBBYIST REPORT DATED FEBRUARY 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 February 2023, which was produced by KA and distributed by ISD to WRWC members.

**Financial Impact**

None.

**Attachment**

KA Monthly Report, February 2023

Prepared by:



Thanh Vo  
Acting Engineering Services Director

cc: District File No. BRD.01-ACTS





(703) 340-4666

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

March 1, 2023

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

### **Feb. 28 Hill Meetings**

On the above date Tyson Zimmerman, on behalf of the Coalition, and accompanied by Key Advocates and Ironhouse Sanitary District officials, met with John Watts, Senior Policy Advisor, Senator Feinstein; Liam Burke, Legislative Correspondent, Senator Padilla; Morgan Leonard, Legislative Assistant, Congresswoman Napolitano; Grace Chan, Policy Advisor, Congressman DeSaulnier; and, Logan Feree, Professional Staff Member, House Transportation and Infrastructure Water Resources Subcommittee.

The “common” issues addressed in all the meetings were FY24 and future year funding for the Clean Water SRF (CWSRF), Title XVI WIIN grants, and the Alternative Water Source Program (AWSP); FY24 CWSRF funding versus related earmarks, and FY24 earmarks in general. The issues “unique” in two of the meetings (Feinstein and Napolitano) were plans regarding the STREAM Act and the Title XVI WIIN grant reforms bill of the last Congress.

All with whom the Coalition met said that their Member or Members (Feinstein is Ranking Democrat on the Appropriations Energy and Water Subcommittee with jurisdiction over WIIN grants and a member of the Appropriations Interior Subcommittee with jurisdiction over the CWSRF and the AWSP; Padilla is Chair of the Environment and Public Works Water Subcommittee with jurisdiction over the CWSRF and the AWSP; Napolitano is Ranking Democrat on the T&I Water Resource Subcommittee with jurisdiction over the CWSRF and the AWSP and a member of the Natural Resources Committee with jurisdiction over WIIN grants; and, DeSaulnier is a member of the T&I Water Resources Subcommittee) 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 appropriated \$3B for FY24 and \$3.25 B for FY’s 25 and 26 for the CWSRF.

It also appropriated \$500M for Title XVI, most of which is expected to go for WIIN grants. In the meetings the Coalition extended appreciation for the significant funding increase in the WIIN grant program - citing Monterey One and Palo Alto’s grant awards - which now opens up a new opportunity for project funding. In the past, funding for WIIN grants was too low and traditional

Title XVI funding barred the Coalition projects from applying because they were not authorized as the program requires. The general view from the meetings was that funding for the WIIN competitive grant approach versus the traditional Title XVI politically- approved project approach is the goal going forward.

Regarding the AWSP, it was authorized in the Bipartisan Infrastructure Law but was not funded. Again, they all were in support of funding for the Program, which includes the language the Coalition requested that makes USBR recycled water projects that have not received construction funds eligible to apply for AWSP grants. Concern was voiced by the Feinstein staffer about the FY24 appropriations challenge that the Program faces because it would be considered a new program since it has never received an appropriation and House Republicans might be opposed to funding it because of they are opposed to new programs, especially a new EPA program which this is.

In the meetings the Coalition expressed concern about 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 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. The Coalition stated that 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. All with whom we met knew of the issue, agreed with the Coalition's concerns, and have expressed the same to the appropriators.

Regarding earmarks in general, the Coalition expressed its support for their continuance in FY24 appropriations bills, pointing to Ironhouse and Monterey One as past Coalition earmark recipients. The Feinstein and Padilla application forms are available and have been shared with Coalition members. Senate guidelines are basically the same as last year. In the House, the Coalition was advised that interested Coalition members need to contact their House member to see if application forms are available. House Appropriations guidelines are still a work in progress.

Regarding the STREAM Act (see separate section below) introduced last Congress by Senator Feinstein, the Coalition learned that the Senator plans to reintroduce the bill probably in April. Moving the bill, Feinstein's staffer said, is a real challenge not only because House Republicans are not supportive of recycled water generally but because of competing interests in the Senate – storage, farming, etc. – all of which make it difficult to garner bipartisan support for Floor consideration.

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.

## **118<sup>th</sup> Congress**

### Composition

On February 21, the Democrats won the Virginia's 4<sup>th</sup> congressional district special election. As a result, the Republicans have 222 members and the Democrats 213. In the Senate, there are 51 Democrats and 49 Republican. Two seats of interest are Congressman Santos, per DOJ and Ethics Committee investigations, and Senator Fetterman, per health issues.

### Committee and Subcommittee Assignments

In the House - Congresswoman Napolitano is the Ranking Democrat on the Transportation and Infrastructure Water Resources and Environment Subcommittee with jurisdiction over the Clean Water SRF and the Alternative Water Source Program, also on the Subcommittee are Members Garamendi, Huffman, Brownley and DeSaulnier, the Natural Resources Full Committee – Napolitano, Costa, Huffman, Levin, Porter, Mullin and Kamlager-Dove, the Democratic lineup for the Natural Resources Committee Water, Wildlife and Fisheries Subcommittee with jurisdiction over Title XVI has not been announced yet although Congressman Huffman has been designated as the Ranking Democrat on the Subcommittee.

In the Senate - Senator Feinstein is the Chair of the Appropriations Committee Energy and Water Subcommittee with jurisdiction over Title XVI and also a member of the Interior Subcommittee with jurisdiction over the Clean Water SRF, and Senator Padilla is Chair of the Environment and Public Work Fisheries, Water and Wildlife with jurisdiction over the Clean Water SRF and the Alternative Water Source Program.

### **Lame Duck Session Unfinished Business**

The Coalition supports action on the following in the new Congress:

- 1) “Build Back Better” Bill: Round Two?

The effort by Senators Sherrod Brown (D-OH) and Michael Bennet (D-CO) to extend the child care credit and pair it with the renewal of an expired R&D tax break for businesses and other non-controversial items (not disclosed) did not materialize as agreement could not be reached with Senate Republicans. Their plan is to try again in the new Congress. If so, we would continue to advocate for funding for the Alternative Water Source Program and large scale water recycling projects, inclusion of H.R. 5118 or some variation, and any other items of interest.



Included in the House-passed “Build Back Better” bill of interest to the Coalition (see bold):

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

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

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

NOTE: Brown/Bennet’s staff say that the plan is still to push forward on this. Now looking for Republican support.

- 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)

No action in the lame duck session. H.R. 5118 passed the House. S. 4231 was introduced in the Senate. The Coalition supports enactment of H.R. 5118 or some variation.

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.

## **Funding Items**

President’s FY24 Budget, to be submitted March 9, and the FY24 Congressional Budget Resolution – support highest funding levels for programs of interest.

FY24 Appropriations Bills - support highest base funding levels for programs of interest with earmark funding over and above the base and not as a takedown.

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. Was contacted by the USBR on Jan. 23. Said as far as the anticipated schedule for FY23 WIIN Act funding opportunities, they are 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

Earmarks – track consideration for possible opportunities. Also, advocate to protect Clean Water SRF base funding from earmark takedown.

EPA State and Tribal Assistance Grants – track announcements and opportunities.

### **Coalition Projects Bill**

Haven't heard back. Checking with various offices to see if there is an 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.

### **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**

Bills of the 117<sup>th</sup> Congress not enacted into law by the conclusion of that Congress must start anew (if still being pursued by Members) in the 118<sup>th</sup> Congress – starting at the beginning of the legislative process with introduction. We will note bills of interest, focusing on those that are marked up by committees and/or come to our attention.