



a CALIFORNIA SPECIAL DISTRICT

Delta Diablo Board of Directors Meeting

4:30 PM, Wednesday, June 10, 2026

2500 Pittsburg-Antioch Highway, Antioch, CA 94509

Individuals who wish to address the Board during Public Comments or with respect to a specific agenda item will be limited to two minutes. 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 available time.

Presentations will be made available at 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, which is located at 2500 Pittsburg-Antioch Highway, Antioch, California. Disclosable public records related to an open session item on a regular meeting agenda and distributed by the District to a majority of the Board of Directors less than 72 hours prior to that meeting will be made available for public inspection on the District website at www.deltadiablo.org and at the District Administration Building during normal business hours.

the District will provide reasonable accommodation for individuals with disabilities who plan to participate in Board (or committee) meetings by contacting the Secretary to the Board at least 24 hours prior to the scheduled meeting at (925) 756-1927.

AGENDA

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC COMMENTS

D. PUBLIC HEARING

Conduct Public Hearing to Consider Adoption of a Resolution Establishing Sewer Service Charges (SSCs) for FY26/27 and Adoption of a Resolution Approving and Adopting a Report of SSCs to be Collected on Contra Costa County Tax Roll for FY26/27; **Close** Public Hearing and **Consider** All Testimony and Comments, As Well As Protests Received Against Approval and Adoption of Report of FY26/27 SSCs to be Collected on Tax Roll; **Adopt** Resolution Establishing FY26/27 SSCs; and **Adopt** Resolution Approving and Adopting Report of SSCs to be Collected on Tax Roll for FY26/27, and **Directing** Placement and Collection of Such Charges on Tax Roll for FY26/27 (Nitish Sharma)

E. RECOGNITION

- 1) **Recognize** and **Commend** Eric Wise, Acting Maintenance Supervisor; Ryan Cambra, Maintenance Mechanic II; Joe Gois, Maintenance Mechanic II; Ryan O' Rourke, Maintenance Mechanic II; Cody Haight, Maintenance Mechanic II; Jason Booe, Maintenance Mechanic I;

and Andrew Hartrick, Utility Laborer, for Successful Completion of Corrosion Repairs on Tower Trickling Filters (Mark Koekemoer)

- 2) **Receive** Presentation of Certificate of Achievement for Excellence in Financial Reporting for FY24/25 and **Recognize** and **Commend** Finance Division for Receiving Award of Financial Reporting Achievement for FY24/25 from GFOA (Anika Lyons)
- 3) **Congratulate** Sandeep Sidhu, Chemist III, for Receiving CWEA 2026 “Emerging Leader” Award (Mark Koekemoer)

F. CONSENT CALENDAR

- 1) **Approve** Minutes of Special Board of Directors Meeting, May 27, 2026 (Cecelia Nichols-Fritzler)
- 2) **Receive** District Monthly Check Register for May 2026 (Eka Ekanem)
- 3) **Adopt** Resolution Establishing FY26/27 Appropriations (Gann) Limit for Expenditures That Can Be Funded from Tax Proceeds (Anika Lyons)
- 4) **Adopt** Resolution to Approve Leave for Reproductive Loss Policy (District Policy No. 2450) (Brian Thomas)
- 5) **Adopt** Resolution Making Findings Pursuant to California Public Contract Code Section 3400 Authorizing Use of Specified Equipment Manufacturers and Products for Secondary Process Improvements Phase 1, Project No. 22126 (Sean Williams)
- 6) **Authorize** Issuance of the Following Purchase Orders For One Year Beginning July 1, 2026: in an Amount Not to Exceed \$463,000, Polydyne, Inc., Supply and Delivery of Dry Polymer, and in an Amount Not to Exceed \$156,000, Polydyne, Inc., Supply and Delivery of Liquid Polymer; and **Authorize** General Manager to Execute the Following Chemical Supply Agreements: in an Amount Not to Exceed \$636,000, Kemira Water Solutions, Inc., Supply and Delivery of Ferric Chloride and Ferrous Chloride; in an Amount Not to Exceed \$518,000, Chemtrade Chemicals, LLC., US, Supply and Delivery of Aluminum Sulfate; in an Amount Not to Exceed \$1,564,000, Univar Solutions USA, LLC., Supply and Delivery of Sodium Hypochlorite; and in an Amount Not to Exceed \$162,000, Univar Solutions USA, LLC., Supply and Delivery of Sodium Bisulfite (Joaquin Gonzalez)
- 7) **Authorize** General Manager to Execute General Services Contract and Issue Purchase Order in the Amount of \$413,960, Hazardous Materials Institute, Confined Space Services (Todd Ravazza)

G. DELIBERATION ITEMS

- 1) Take Actions related to Approval of Management Association MOU and Standard Form Employment Agreement (Brian Thomas)
 - a. **Approve** Memorandum of Understanding (MOU) with Management Association; and **Authorize** General Manager, or His Designee, to Make Non-Substantive Clerical Changes and Corrections to MOU
 - b. **Approve** Revised Standard Form Employment Agreement Template and **Authorize** General Manager to Execute Such Agreements with Deputy General Manager, Office/Manager Secretary to the Board, Business Services Director, Engineering Services Director/District Engineer, Resource Recovery Services Director, and Human Resources and Risk Manager, Effective June 11, 2026

H. PRESENTATIONS AND REPORTS – None.

I. GENERAL MANAGER COMMENTS

J. BOARD MEMBER COMMENTS

K. CORRESPONDENCE – None.

L. CLOSED SESSION

M. ADJOURNMENT

The next Special Board of Directors Meeting is scheduled for 4:30 pm on June 25, 2026.

CONDUCT PUBLIC HEARING TO CONSIDER ADOPTION OF A RESOLUTION ESTABLISHING SEWER SERVICE CHARGES (SSCs) FOR FY26/27 AND ADOPTION OF A RESOLUTION APPROVING AND ADOPTING A REPORT OF SSCs TO BE COLLECTED ON CONTRA COSTA COUNTY TAX ROLL FOR FY26/27; CLOSE PUBLIC HEARING AND CONSIDER ALL TESTIMONY AND COMMENTS, AS WELL AS PROTESTS RECEIVED AGAINST APPROVAL AND ADOPTION OF REPORT OF FY26/27 SSCs TO BE COLLECTED ON TAX ROLL; ADOPT RESOLUTION ESTABLISHING FY26/27 SSCs; AND ADOPT RESOLUTION APPROVING AND ADOPTING REPORT OF SSCs TO BE COLLECTED ON TAX ROLL FOR FY26/27, AND DIRECTING PLACEMENT AND COLLECTION OF SUCH CHARGES ON TAX ROLL FOR FY26/27

Recommendations

1. Conduct a public hearing to consider adoption of a Resolution (Attachment 1) establishing Sewer Service Charges (SSCs) for Fiscal Year 2026/2027 (FY26/27), consistent with and not exceeding maximum SSCs previously approved in compliance with Proposition 218; and adoption of a Resolution (Attachment 2) approving and adopting a report of SSCs to be collected on the Contra Costa County tax roll for FY26/27; and
2. Close the public hearing and consider all testimony and comments, as well as protests received against approving and adopting a report of FY 26/27 SSCs to be collected on the tax roll; and
3. Adopt a Resolution establishing FY26/27 SSCs; and
4. Adopt a Resolution approving and adopting report of SSCs to be collected on the Contra Costa County tax roll for FY26/27 and directing the placement and collection of such charges on the tax roll for FY26/27.

Background Information

The wastewater sector is heavily regulated with significant regulatory mandates competing for limited resources with aging infrastructure needs, operating budget challenges (e.g., chemical, energy, hauling costs), and infrastructure capacity expansion needs in an environment with limited state and federal funding support. The District endeavors to meet these challenges while ensuring SSCs remain near the average when compared to peer agencies in the San Francisco Bay Area.

In June 2025, the Board approved a 5-year Capital Improvement Program (CIP) totaling \$238.1 million, an FY25/26-FY26/27 Biennial Budget, and adopted District Ordinance No. 128, which established SSCs for FY25/26 (+8.5% increase) and set maximum annual SSCs (equivalent to +8.5% per year) for FY26/27-FY29/30. Board approval is required to establish SSCs and collect SSCs on the tax roll for each subsequent fiscal year. Staff presented the proposed FY26/27 SSC increase to the Board on April 23, 2026, at which time the Board set a public hearing date for June 10, 2026 to consider establishing FY26/27 SSCs and authorize collection of FY26/27 SSCs on the tax roll.

Analysis

Secondary Process Improvements Project: In October 2025, staff presented a significant shift in the approach to meeting the nutrient removal regulatory mandate through the Secondary Process Improvements (SPI) Project, which includes achieving compliance with the nutrient removal regulatory mandate in Phase 1 (rather than in Phase 2). This scope change resulted in a cost increase from \$140.5M to \$190.2M (+\$49.7M). In addition, Phase 2 was deferred to a minimum of ten years and reduced in

Prepared By:	Brian Thomas, Deputy General Manager	Attachments	
Reviewed By:	Vince De Lange, General Manager	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

scope, which resulted in a cost decrease from \$121.0M to \$43.7M (-\$78.0M). This revised strategy reduced the overall capital cost from \$261.5M to \$233.9M (-\$27.6M), nutrient removal costs from \$146.0M to \$84.2M (-\$61.8M), and the total planned debt issuance from \$120M to \$75M (-\$45M). Despite the significant cost increase for Phase 1, staff confirmed the maximum annual SSCs (equivalent to +8.5% per year) from FY26/27-FY29/30 should provide sufficient revenue for the \$190M SPI Phase 1 Project.

In March 2026, staff presented major factors impacting development of proposed FY26/27 SSCs, highlighting additional capital cost pressures associated with the SPI Phase 1 Project. As the District is currently nearing completion of final design of Phase 1, the estimated project cost has been updated to \$210M (+\$20M) with higher near-term cash flow needs of \$107M (+\$27.1M) for FY26/27-FY27/28. Based on updated long-term financial planning activities, staff has confirmed that the maximum annual SSCs (equivalent to +8.5% per year) through FY29/30 should provide sufficient revenue to meet the significant increase in infrastructure needs to address aging infrastructure and the nutrient removal regulatory requirements at the District's Wastewater Treatment Plant; however, staff has increased the associated debt financing assumption for Phase 1 to \$82M (+\$7M).

Key Financial Modeling Assumptions: Staff has incorporated the key financial assumptions highlighted below in developing the proposed FY26/27 SSCs.

- FY26/27 Operating Budget: The FY25/26-FY26/27 Biennial Budget approved by the Board in June 2025 included a Wastewater Operating Budget of \$32.3M for FY26/27, which represented an increase of \$1.0M from FY25/26 (\$31.3M).
- Preliminary 5-Year CIP: In June 2025, the Board approved a 5-year CIP totaling \$238.1M; however, based on the updated SPI Phase 1 Project cost, staff is now estimating capital expenditures of \$304M for FY25/26-FY29/30. In addition, the financial plan includes a preliminary estimate of \$310M for FY26/27-FY30/31.
- Compliance with Nutrient Removal Requirements: As referenced above, the District has accelerated implementation of infrastructure investments to achieve compliance with the nutrient removal regulatory mandate by FY30/31 as part of the \$210M SPI Phase 1 Project. The estimated proportion of the overall project cost associated with nutrient removal is \$91M.
- Debt Utilization: Following receipt of construction bids for the SPI Phase 1 Project, the District will issue a public bond offering, which is currently estimated at \$82M to support project financing with remaining funding provided by utilizing cash reserves.
- 2024 Cost-of-Service (CoS) Study: The CoS Study continues to serve as the basis for long-term financial planning activities used to develop the proposed FY26/27 SSCs.
- Ad Valorem Taxes: The annual ad valorem tax revenue assumption is \$4.3M, which is largely applied to support funding for capital projects.

Proposed FY26/27 SSCs: Based on the District's significant capital investment needs to address aging infrastructure and the nutrient removal regulatory mandate, staff is proposing an FY26/27 SSC increase equivalent to 8.5% to generate approximately \$3.8 million in additional annual SSC revenue, which is consistent with the maximum SSC increase for FY26/27 approved by the Board in June 2025. The proposed FY26/27 SSCs for residential (Table 1) and non-residential customers (Table 2, 3) are presented below.

Table 1 Proposed FY26/27 SSCs for Residential Customers

Residential Service Customers	Current FY25/26	Proposed FY26/27	Approved Maximum SSC by Fiscal Year		
			FY27/28	FY28/29	FY29/30
Antioch/Pittsburg*	\$513.80	\$557.48	\$604.88	\$656.30	\$712.10
Annual Increase	N/A	+\$43.68	+\$47.40	+\$51.42	+\$55.80
Monthly Increase	N/A	+\$3.64	+\$3.95	+\$4.29	+\$4.65
Bay Point**	\$706.28	\$766.32	\$831.46	\$901.14	\$978.84
Annual Increase	N/A	+\$60.04	+\$65.14	+\$69.68	+\$77.70
Monthly Increase	N/A	+\$5.00	+\$5.43	+\$5.81	+\$6.48

* Antioch/Pittsburg SSC does not include **direct charges to customers by City of Antioch (\$206.40 annually)** and **City of Pittsburg (\$189.48 annually)** for wastewater collection services

** Bay Point SSC includes wastewater collection services provided by Delta Diablo

**Table 2 Proposed FY26/27 SSCs for Non-residential Customers in Bay Point (Zone 1):
SSC (\$) per Hundred Cubic Feet (HCF) of Potable Water Consumption**

Business Class (Commercial/Industrial)	Current FY25/26	Proposed FY26/27	Approved Maximum User Charges (SSC per HCF/y) by FY		
			FY27/28	FY28/29	FY29/30
Bakeries/Restaurants	\$10.60	\$11.52	\$12.50	\$13.58	\$14.74
Hotels/Motels*	\$5.46	\$5.94	\$6.46	\$7.02	\$7.62
Institutional	\$7.14	\$7.76	\$8.42	\$9.14	\$9.92
Light Industrial	\$6.94	\$7.54	\$8.20	\$8.90	\$9.66
Marinas*	\$7.24	\$7.86	\$8.54	\$9.28	\$10.08
Misc. Commercial	\$7.40	\$8.04	\$8.74	\$9.50	\$10.32
Mortuaries*	\$6.88	\$7.48	\$8.12	\$8.82	\$9.58

* SSC per HCF/y provided for FY26/27, although no businesses in classes are known in Bay Point

Table 3 Proposed FY26/27 SSCs for Non-residential Customers in Pittsburg (Zone 2) and Antioch (Zone 3): SSC (\$) per Hundred Cubic Feet (HCF) of Potable Water Consumption

Business Class (Commercial/Industrial)	Current FY25/26	Proposed FY26/27	Approved Maximum User Charges (SSC per HCF/y) by FY		
			FY27/28	FY28/29	FY29/30
Bakeries/Restaurants	\$8.54	\$9.28	\$10.08	\$10.94	\$11.88
Hotels/Motels	\$5.46	\$5.94	\$6.46	\$7.02	\$7.62
Institutional	\$5.08	\$5.52	\$6.00	\$6.52	\$7.08
Light Industrial	\$4.90	\$5.32	\$5.78	\$6.28	\$6.82
Marinas	\$7.24	\$7.86	\$8.54	\$9.28	\$10.08
Misc. Commercial	\$5.28	\$5.74	\$6.24	\$6.78	\$7.36
Mortuaries	\$6.88	\$7.48	\$8.12	\$8.82	\$9.58

Public Communication and Outreach: In compliance with Article XIII D, Section 6 of the California Constitution, and Government Code Section 53750, *et seq.*, the District issued Proposition 218 Notice on proposed maximum SSCs for FY25/26-FY29/30 to all property owners in April 2025. The Notice included the information required under Prop. 218, and outlined the process for protesting the proposed rate increases. Following an associated public hearing on June 26, 2025, the Board adopted Ordinance No. 128 establishing SSCs for FY25/26 and the maximum SSCs for FY26/27-FY29/30 (Attachment 3) and authorized placing SSCs for FY25/26 on the tax roll. The proposed FY26/27 SSCs do not exceed the maximum FY26/27 SSCs approved by the Board following the Prop. 218 proceedings in 2025. The purpose of the public hearing on June 10, 2026, is to establish the FY26/27 SSCs within those approved maximums and authorize collection on the tax roll pursuant to Health and Safety Code Section 5473 through 5473.11.

Financial Impact

If approved by the Board, the proposed FY26/27 SSCs would generate approximately \$3.8M in additional annual SSC revenue to support the District's capital investment and operational financial needs.

Attachments

- 1) Resolution Establishing FY26/27 SSCs
- 2) Resolution Approving FY26/27 SSC Collection on Tax Roll
- 3) District Ordinance No. 128

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

(a California Special District)

RESOLUTION NO. 04/2026

MATTER: Establishing Sewer Service Charges, Delinquency Charges, Collection System Charges, and Surcharges for Fiscal Year 2026/2027 (FY26/27)

The BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, the Board of Directors has determined that the sewer service charges, together with related delinquency charges, collection system charges, and surcharges (collectively “Sewer Service Charges [SSCs]”) are necessary to recover the costs of providing wastewater services and maintaining the District's wastewater collection, conveyance, treatment, and disposal facilities; and

WHEREAS, the Board of Directors desires to establish SSCs for FY26/27; and

WHEREAS, in 2025, the District completed proceedings in compliance with Article XIII D, Section 6 of the California Constitution (Proposition 218), including providing notice to affected property owners, conducting a public hearing, and considering all protests received regarding proposed FY25/26 SSCs and maximum annual SSCs for FY26/27 through FY29/30; and

WHEREAS, following completion of Proposition 218 proceedings, the Board of Directors adopted Ordinance No. 128 establishing SSCs for FY25/26 and approving maximum SSCs through FY29/30; and

WHEREAS, the SSCs established by this Resolution do not exceed the maximum charges previously approved through the Proposition 218 process and authorized by Ordinance No. 128; and

WHEREAS, the Board of Directors finds that the SSCs established by this Resolution continue to comply with the requirements of Article XIII D of the California Constitution, including that such revenue generated from such charges do not exceed the funds required to provide the wastewater services for which the charges are imposed and are not used for any purpose other than that for which the charges are imposed.

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

1. The SSCs applicable to Zone 1 (Bay Point), Zone 2 (Pittsburg), and Zone 3 (Antioch), for FY26/27 are hereby established and adopted as set forth in the Schedule of User Charges attached hereto as Exhibit A (Residential User Charges) and Exhibit B (Non-Residential User Charges), which are incorporated herein by this reference.
2. The residential user SSCs identified in Exhibit A shall apply to all residential properties receiving wastewater services within the District's service area.
3. The non-residential user SSCs identified in Exhibit B shall apply to all non-residential properties receiving wastewater services within the District's service area.
4. The SSCs adopted by this Resolution do not exceed the maximum charges established by Ordinance No. 128 and previously approved pursuant to Proposition 218.
5. The charges, fees, and surcharges adopted by this Resolution shall remain in effect until modified by subsequent action of the Board of Directors.

**DELTA DIABLO
SCHEDULE OF USER CHARGES**

EXHIBIT A: Residential User Charges for Fiscal Year 2026/2027 (FY26/27) Sewer Service Charges (SSCs)	
FY26/27 SSC shown below are annual rates per Equivalent Residential Unit (ERU) (for Multi-Family Properties, Multiply Number of Units by FY26/27 SSC below)	
Residential Zone	FY26/27 SSC per ERU (Tax Bill Levy)
Zone 1 - Bay Point	\$ 766.32
Zone 2 - Pittsburg	\$ 557.48
Zone 3 - Antioch	\$ 557.48

EXHIBIT B: Non-Residential User Charges for FY26/27 SSCs	
FY26/27 SSCs shown below are per hundred cubic feet (HCF) of annual potable water consumption based on Zone and Business Class (multiply annual potable water consumption by FY26/27 SSC for Business Class below)*	
Non-Residential Customers (Commercial/Industrial) by Zone and Business Class	FY26/27 SSC per HCF (Tax Bill Levy)
Zone 1 - Bay Point	
Bakeries/Restaurants	\$ 11.52
Hotels/Motels**	\$ 5.94
Institutional	\$ 7.76
Light Industrial	\$ 7.54
Marinas**	\$ 7.86
Misc. Commercial	\$ 8.04
Mortuaries**	\$ 7.48
Signode Industrial Group LLP	\$ 7.72
U.S. Army	\$ 6.96
Zone 2 - Pittsburg	
Bakeries/Restaurants	\$ 9.28
Hotels/Motels	\$ 5.94
Institutional	\$ 5.52
Light Industrial	\$ 5.32
Marinas	\$ 7.86
Misc. Commercial	\$ 5.74
Mortuaries	\$ 7.48
Corteva Agriscience	\$ 4.90
Cintas	\$ 6.50
Generon IGS	\$ 6.44
Linde Inc.	\$ 4.74
Zone 3 - Antioch	
Bakeries/Restaurants	\$ 9.28
Hotels/Motels	\$ 5.94
Institutional	\$ 5.52
Light Industrial	\$ 5.32
Marinas	\$ 7.86
Misc. Commercial	\$ 5.74
Mortuaries	\$ 7.48

* Annual minimum charge is calculated by multiplying 80 HCF/y by the applicable SSC per HCF/y

** Included although no businesses in these classes are known in Bay Point

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

(a California Special District)

RESOLUTION NO. 05/2026

MATTER: Approving and Adopting Report of Sewer Service Charges (SSCs) to be Collected on Contra Costa County Tax Roll for Fiscal Year 2026/2027 (FY26/27) and Directing Placement and Collection of Such Charges on Tax Roll for FY26/27

The BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, in accordance with Health and Safety Code Sections 5471, 5473 and 5473.1 through 5473.11, it is necessary to adopt sewer service charges, together with related delinquency charges, collection system charges, and surcharges (collectively “Sewer Service Charges [SSCs]”) for Zone 1 (Bay Point), Zone 2 (Pittsburg), and Zone 3 (Antioch) for FY26/27, and to cause their collection on the property tax roll; and

WHEREAS, in 2025 the District completed proceedings pursuant to Article XIII D, Section 6 of the California Constitution, including notice and public hearing requirements applicable to property-related fees and charges, and thereafter adopted Ordinance No. 128 establishing FY25/26 SSCs and maximum SSCs for FY26/27 through FY29/30; and

WHEREAS, the SSCs proposed for FY26/27 do not exceed the maximum charges previously approved through those proceedings and established by Ordinance No. 128; and

WHEREAS, the General Manager filed a written report (“Report”) with the Secretary of the Board, containing a description of each parcel of real property receiving sewer service from said District; the amount of the charges against each parcel for FY26/27 and the method of collection of SSCs; and specifying that each charge shall continue annually until lawfully modified by action of the Board of Directors; and

WHEREAS, the Board set a regular meeting on June 10, 2026, at 4:30 pm, as the date and time for a public hearing on the Report; and

WHEREAS, all required hearing notices have been published and the Report was made available for public review prior to the public hearing; and

WHEREAS, the proposed annual SSCs are needed to fund and maintain sewer service within the District; and

WHEREAS, the Board has heard and considered all comments, objections, and protests, if any, to the Report and placement and collection of FY26/27 SSCs on the tax roll.

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

1. The Board finds that the Board has considered all comments, objections, and protests; and
2. The Board hereby finds that the Report has been prepared pursuant to Health and Safety Code Section 5471, 5473 and 5473.1 through 5473.11, approves and adopts the Report, and confirms each charge upon each parcel, as described in the Report; and
3. Ordinance No. 128 approved and established the maximum SSCs for Zone 1, Zone 2, and Zone 3, for FY25/26 through FY29/30, and it was determined that adopted annual charges

beginning in FY25/26 can be collected by placing them on the Contra Costa County Tax Roll for the respective fiscal years; and

4. In accordance with the provisions of Health & Safety Code Sections 5471, 5473, and 5473.1 through 5473.11, the Board directs the Secretary of the Board to file a copy of the Report with the County Auditor-Controller, by the deadline specified in Health and Safety Code Section 5473.4, to cause the SSCs for Zone 1, Zone 2, and Zone 3, for FY26/27, to be collected on the property tax roll at the same time and in the same manner as other property taxes for the parcels described in the Report; and
5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the remainder of the Resolution shall not be affected thereby; and
6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on June 10, 2026, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

I DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on June 10, 2026.

ATTEST:

Shanelle Scales-Preston
Board Secretary

ORDINANCE NO. 128

BEFORE THE BOARD OF DIRECTORS
OF DELTA DIABLO

AN ORDINANCE ESTABLISHING SEWER SERVICE AND DELINQUENCY CHARGES AND COLLECTION SYSTEM CHARGES AND SURCHARGES AND SETTING FIVE-YEAR MAXIMUM SEWER SERVICE CHARGES

The Board of Directors of DELTA DIABLO (District) ordains as follows:

SECTION 1. The District's Board of Directors hereby establishes the annual sewer service charges applicable to Zone 1 (Bay Point), Zone 2 (Pittsburg), and Zone 3 (Antioch), and the Zone 1 Surcharge and Collection System Charges for Fiscal Year 2025/2026, and each fiscal year thereafter, until lawfully modified by action of the Board of Directors: and sets the maximum allowable sewer service charges for Fiscal Year 2026/2027 through Fiscal Year 2029/2030:

- A. All the above charges and surcharges are established as set forth in the SCHEDULE OF USER CHARGES, attached hereto as Exhibit A (Residential User Charges) and Exhibit B (Non-Residential User Charges) and incorporated herein by this reference.

SECTION 2. Residential User Charges

- A. Exhibit A (Residential User Charges) of this Ordinance specifies the fees and charges imposed on residential properties. The residential user fees and charges identified in Exhibit A for Fiscal Year 2025/2026 shall be the Annual Residential User Charges adopted for Fiscal Year 2025/2026.
- B. The maximum allowable residential user sewer service charges for Fiscal Year 2026/2027 through FY2029/2030 are identified in Exhibit A. Sewer service charges for Fiscal Year 2026/2027 through FY2029/2030 will be set each year pursuant to Board action.

SECTION 3. Non-Residential User Charges

- A. Exhibit B (Non-Residential User Charges) of this Ordinance specifies the fees and charges imposed on non-residential properties.
- B. The non-residential user fees and charges identified in Exhibit B for Fiscal Year 2025/2026 shall be the Non-Residential User Charges adopted for Fiscal Year 2025/2026. For Fiscal Year 2025/2026, the formula identified in Exhibit B shall be used to calculate non-residential user charges. The total sewer service charge for a property in a given year, not including street sweeping, is calculated by first identifying the zone in which the Property is located (i.e., Zone 1 Bay Point; Zone 2 Pittsburg; Zone 3 Antioch) and the Business Class for the Property and then finding the applicable Non-Residential Total Rate for that Business Class. The Non-Residential Total Rate for that Business Class is

then multiplied by the annual water consumed by the property, measured in hundred cubic feet (hcf), and the resulting amount is the annual sewer service charge for that property. If the annual water consumed is less than 80 hcf, the designated minimum annual charge is calculated by multiplying 80 hcf per year by the applicable sewer service charge per hcf per year for the zone in which the property is located.

- C. The maximum allowable non-residential user sewer service charges for Fiscal Year 2026/2027 through Fiscal Year 2029/2030 are identified in Exhibit B. Sewer service charges for Fiscal Year 2026/2027 through Fiscal Year 2029/2030 will be set each year pursuant to Board action.

SECTION 4. The charges and surcharges set forth in Exhibit A and Exhibit B shall remain in effect until changed by Ordinance adopted by the District's Board of Directors.

SECTION 5. EFFECTIVE DATE. This Ordinance becomes effective 30 days after passage, and within 15 days of passage shall be published once with the names of Directors voting for and against it in the East County Times, a newspaper published in this county and circulated in the District.

PASSED AND ADOPTED on June 26, 2025 by the following vote:

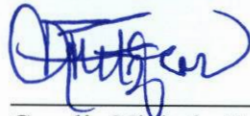
AYES: Scales-Preston and Wilson
NOES:

ABSENT:
ABSTAIN: Killings


Board Chair

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Directors on the date shown.

ATTESTED: June 26, 2025


Cecelia Nichols-Fritzler
Secretary to the Board of Directors

Attachments: Exhibit A, Residential User Charges
Exhibit B, Non-Residential User Charges

**DELTA DIABLO
SCHEDULE OF USER CHARGES**

**EXHIBIT A: Residential User Charges (Sewer Service Charge Component)
Beginning Fiscal Year 2025/2026 - Fiscal Year 2029/2030**

Total Residential User Charges shown are annual rates per Equivalent Residential Unit (Multi-Family Properties Multiply No. of Units times Total Residential User Charge).

Residential Zone	Fiscal Year 2025/2026 Tax Bill Levy			Maximum Allowable SSC Charges by Fiscal Year			
	SSC Fiscal Year 2025/2026	Street Sweeping* (per parcel)	INFO ONLY TOTAL TAX BILL LEVY	Fiscal Year 2026/2027	Fiscal Year 2027/2028	Fiscal Year 2028/2029	Fiscal Year 2029/2030
Zone 1 - Bay Point	\$ 706.28	\$ 4.58	\$ 710.86	\$ 766.32	\$ 831.46	\$ 901.14	\$ 978.84
Zone 2 - Pittsburg	\$ 513.80	\$ 10.26	\$ 524.06	\$ 557.48	\$ 604.88	\$ 656.30	\$ 712.10
Zone 3 - Antioch	\$ 513.80	\$ 5.60	\$ 519.40	\$ 557.48	\$ 604.88	\$ 656.30	\$ 712.10

* Note: Street Sweeping fees were previously established by the Board of Directors in 1997 under Ordinances 66 and 67, and no changes have been incorporated since that time other than a reduction of \$0.01 per parcel within the City of Pittsburg. In order to collect these fees in an efficient manner, Street Sweeping fees are consolidated with the Sewer Service Charge for collection purposes only and only a single levy appears on the Property Tax Bill. The combined levy is shown in the "INFO ONLY" column.

**EXHIBIT B: Non-Residential User Charges (Sewer Service Charge Component)
Beginning Fiscal Year 2025/2026- Fiscal Year 2029/2030**

Total Non-Residential User Charges are per hundred cubic feet of annual potable water consumption.

BUSINESS CLASS Commercial / Industrial	Non-Residential Total Rate (SSC) (x HCF/yr)**	Maximum Allowable SSC Charges by Fiscal Year					Street Sweeping*** (per parcel)
	Fiscal Year 2025/2026	Fiscal Year 2026/2027	Fiscal Year 2027/2028	Fiscal Year 2028/2029	Fiscal Year 2029/2030		
Zone 1 - Bay Point							
Bakeries/Restaurants	\$ 10.60	\$ 11.52	\$ 12.50	\$ 13.58	\$ 14.74	\$ 45.80	
Hotels/Motels*	\$ 5.46	\$ 5.94	\$ 6.46	\$ 7.02	\$ 7.62	\$ 45.80	
Institutional	\$ 7.14	\$ 7.76	\$ 8.42	\$ 9.14	\$ 9.92	\$ 45.80	
Light Industrial	\$ 6.94	\$ 7.54	\$ 8.20	\$ 8.90	\$ 9.66	\$ 45.80	
Marinas*	\$ 7.24	\$ 7.86	\$ 8.54	\$ 9.28	\$ 10.08	\$ 45.80	
Misc. Commercial	\$ 7.40	\$ 8.04	\$ 8.74	\$ 9.50	\$ 10.32	\$ 45.80	
Mortuaries*	\$ 6.88	\$ 7.48	\$ 8.12	\$ 8.82	\$ 9.58	\$ 45.80	
Signode Industrial Group LLP	\$ 7.10	\$ 7.72	\$ 8.38	\$ 9.10	\$ 9.88	\$ 45.80	
U.S. Army	\$ 6.40	\$ 6.96	\$ 7.56	\$ 8.22	\$ 8.92	\$ 45.80	
Zone 2 - Pittsburg							
Bakeries/Restaurants	\$ 8.54	\$ 9.28	\$ 10.08	\$ 10.94	\$ 11.88	\$ 51.35	
Hotels/Motels	\$ 5.46	\$ 5.94	\$ 6.46	\$ 7.02	\$ 7.62	\$ 51.35	
Institutional	\$ 5.08	\$ 5.52	\$ 6.00	\$ 6.52	\$ 7.08	\$ 51.35	
Light Industrial	\$ 4.90	\$ 5.32	\$ 5.78	\$ 6.28	\$ 6.82	\$ 51.35	
Marinas	\$ 7.24	\$ 7.86	\$ 8.54	\$ 9.28	\$ 10.08	\$ 51.35	
Misc. Commercial	\$ 5.28	\$ 5.74	\$ 6.24	\$ 6.78	\$ 7.36	\$ 51.35	
Mortuaries	\$ 6.88	\$ 7.48	\$ 8.12	\$ 8.82	\$ 9.58	\$ 51.35	
Corteva Agriscience	\$ 4.50	\$ 4.90	\$ 5.32	\$ 5.78	\$ 6.28	\$ 51.35	
Cintas	\$ 5.98	\$ 6.50	\$ 7.06	\$ 7.68	\$ 8.34	\$ 51.35	
Generon IGS	\$ 5.92	\$ 6.44	\$ 7.00	\$ 7.60	\$ 8.26	\$ 51.35	
Linde Inc.	\$ 4.36	\$ 4.74	\$ 5.16	\$ 5.60	\$ 6.08	\$ 51.35	
Zone 3 - Antioch							
Bakeries/Restaurants	\$ 8.54	\$ 9.28	\$ 10.08	\$ 10.94	\$ 11.88	\$ 56.00	
Hotels/Motels	\$ 5.46	\$ 5.94	\$ 6.46	\$ 7.02	\$ 7.62	\$ 56.00	
Institutional	\$ 5.08	\$ 5.52	\$ 6.00	\$ 6.52	\$ 7.08	\$ 56.00	
Light Industrial	\$ 4.90	\$ 5.32	\$ 5.78	\$ 6.28	\$ 6.82	\$ 56.00	
Marinas	\$ 7.24	\$ 7.86	\$ 8.54	\$ 9.28	\$ 10.08	\$ 56.00	
Misc. Commercial	\$ 5.28	\$ 5.74	\$ 6.24	\$ 6.78	\$ 7.36	\$ 56.00	
Mortuaries	\$ 6.88	\$ 7.48	\$ 8.12	\$ 8.82	\$ 9.58	\$ 56.00	

*SSC per HCF/yr for FY25/26 - FY29/30 provided, although no businesses in these classes are known in Bay Point

**Annual minimum charge is calculated by multiplying 80 HCF/y by the applicable SSC per HCF/y

***Street Sweeping fees were previously established by the Board of Directors in 1997 under Ordinances 66 and 67, and no changes have been incorporated since that time other than a reduction of \$0.01 per parcel within the City of Pittsburg. In order to collect these fees in an efficient manner, Street Sweeping fees are consolidated with the Sewer Service Charge for collection purposes only and only a single levy appears on the Property Tax Bill. The combined levy is shown in the "INFO ONLY" column.

RECOGNIZE AND COMMEND ERIC WISE, ACTING MAINTENANCE SUPERVISOR; RYAN CAMBRA, MAINTENANCE MECHANIC II; JOE GOIS, MAINTENANCE MECHANIC II; RYAN O’ ROURKE, MAINTENANCE MECHANIC II; CODY HAIGHT, MAINTENANCE MECHANIC II; JASON BOOE, MAINTENANCE MECHANIC I; AND ANDREW HARTRICK, UTILITY LABORER, FOR SUCCESSFUL COMPLETION OF CORROSION REPAIRS ON TOWER TRICKLING FILTERS

Recommendation

Recognize and commend Eric Wise, Acting Maintenance Supervisor; Ryan Cambra, Maintenance Mechanic II; Joe Gois, Maintenance Mechanic II; Ryan O’ Rourke, Maintenance Mechanic II; Cody Haight, Maintenance Mechanic II; Jason Booe, Maintenance Mechanic I; and Andrew Hartrick, Utility Laborer for successfully completing corrosion repairs on the tower trickling filters (TTFs) at the District’s Wastewater Treatment Plant (WWTP).

Background Information

The TTFs are critical treatment infrastructure components in ensuring effective operation of the biological secondary treatment process at the WWTP and compliance with regulatory requirements in the District’s National Pollutant Discharge Elimination System (NPDES) permit. As the TTFs are not compatible with the District’s nutrient removal strategy as part of the Secondary Process Improvements (SPI) Project, staff faces ongoing TTF maintenance and repair challenges as significant long-term capital investment is not warranted pending TTF decommissioning over time once the SPI Project is completed in FY30/31.

During preventive maintenance (PM) inspections, staff identified corrosion on the TTF rotating assembly and confirmed the need to reinforce affected areas. Maintenance Division staff responded by fabricating and installing stainless steel splint plates to reinforce affected sections on the rotating assemblies for all four of the TTFs. This work required field inspection, fabrication, installation, coordination, and documentation to support continued reliable TTF operation.

Analysis

This critical repair effort reflects the technical skill, professionalism, and commitment of the District’s Maintenance Division. In identifying the corrosion issues, developing a practical repair approach, and completing the fabrication and installation work, staff reinforced critical treatment infrastructure in direct support of meeting the District’s NPDES permit requirements.

In addition, Maintenance Division staff identified enhancements to the PM program, including expanding corrosion and equipment inspections and implementing material thickness and component fit checks. These measures support early identification of future corrosion concerns and demonstrate a proactive approach to asset management.

The District commends Maintenance Division staff for their craftsmanship, teamwork, and dedication to maintaining critical infrastructure in a manner that supports safe, reliable, and cost-effective wastewater treatment services for our customers.

Prepared By:	Mark D. Koekemoer, Resource Recovery Services Director	Attachments	
Reviewed By:	Mark D. Koekemoer, Resource Recovery Services Director	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

RECEIVE PRESENTATION OF CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING FOR FY24/25; AND RECOGNIZE AND COMMEND FINANCE DIVISION FOR RECEIVING AWARD OF FINANCIAL REPORTING ACHIEVEMENT FOR FY24/25 FROM GFOA

Recommendations

Receive the Certificate of Achievement for Excellence in Financial Reporting (COA) for FY24/25 and recognize and commend the Finance Division for receiving the Award of Financial Reporting Achievement (AFRA) for FY24/25 from the Government Finance Officers Association (GFOA).

Background Information

In April 2026, GFOA recognized the District for its work on the FY24/25 Annual Comprehensive Financial Report (ACFR) by awarding the District the COA. In addition to recognizing the District, GFOA recognized the Finance Division with the AFRA.

GFOA is a non-profit professional association serving more than 34,000 government finance officials throughout the United States and Canada. It is estimated that only a small percentage of special districts receive this distinction annually, underscoring the District’s commitment to transparency, accountability, and excellence in financial reporting.

Analysis

The GFOA COA Program is the highest form of recognition for excellence in governmental accounting and financial reporting. This achievement recognizes a significant accomplishment by a government and its management.

To receive the COA, a government agency must publish an easily readable and efficiently organized ACFR, compliant with generally accepted accounting principles and applicable legal requirements. The ACFR was judged by an impartial panel as meeting the high program standards, which include a constructive “spirit of full disclosure” to clearly communicate an agency’s financial story and motivate potential users and user groups to read the ACFR.

This is the seventh consecutive year the District has achieved this remarkable recognition award, which directly results from the commitment to excellence and dedication of staff.

Attachments

1. GFOA Certificate of Achievement for Excellence in Financial Reporting for FY24/25
2. GFOA Award of Financial Reporting Achievement for FY24/25

Prepared By:	Anika Lyons, Finance Manager	Attachments	
Reviewed By:	Nitish Sharma, Business Services Director	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> As Listed



Government Finance Officers Association

**Certificate of
Achievement for
Excellence in
Financial Reporting**

Presented to

**Delta Diablo
California**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2025

and issued to the public 163 days after the fiscal year end

Christopher P. Morrill

Executive Director/CEO



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Division
Delta Diablo, California



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrill

Date: 4/29/2026

CONGRATULATE SANDEEP SIDHU, CHEMIST III, FOR RECEIVING CWEA 2026 “EMERGING LEADER” AWARD

Recommendation

Recognize and congratulate Ms. Sandeep Sidhu, Chemist III, for receiving the California Water Environment Association (CWEA) 2026 Emerging Leader Award.

Background Information

The CWEA Emerging Leader Award recognizes individuals who have demonstrated: 1) the potential to assume a leadership role in an organization; 2) strong performance with the potential, ability, and aspiration for continuing their impact on the profession in a leadership role; 3) commitment to the organization through exerting influence and a willingness to step up and take on more responsibility, and 4) desire to grow both personally and professionally through networking with like-minded professionals and volunteer work in our profession. Each year, CWEA members select from their peers for the Emerging Leaders award, recognizing individuals who have achieved remarkable accomplishments in the ever-evolving wastewater industry landscape.

Ms. Sidhu serves as a Chemist III and possesses over eight years of experience in the wastewater sector, 23 years in the analytical laboratory sector, a Bachelor of Science degree in Chemistry, and a CWEA Laboratory Analyst Grade 3 certificate. She has made significant contributions to key laboratory initiatives, including implementing new TNI standards, updating laboratory policies and procedures, and conducting regulatory data entry for NPDES reporting.

Analysis

Ms. Sidhu’s selection as a CWEA Emerging Leader reflects technical excellence, professionalism, and leadership in advancing reliable laboratory operations that support regulatory compliance and the District’s commitment to protecting public health and the environment. In addition, this recognition reflects the District’s continued commitment to workplace development and professional excellence in the wastewater industry.

Financial Impact

None.

Prepared By:	Mark Koekemoer, Resource Recovery Services Director	Attachments	
Reviewed By:	Mark Koekemoer, Resource Recovery Services Director	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

APPROVE MINUTES OF SPECIAL BOARD OF DIRECTORS MEETING, MAY 27, 2026

Recommendation

Approve Minutes of Special Board of Directors Meeting, May 27, 2026.

DRAFT

Special Board of Directors Meeting Minutes
DELTA DIABLO
May 27, 2026

The meeting was called to order by Chair Monica Wilson at 4:30 pm, on Wednesday, May 27, 2026. Present was Vice Chair Jelani Killings. Director Shanelle Scales-Preston was absent. Also present were Rebecca Hooley, District Counsel; Brian Thomas, Deputy General Manager; Nitish Sharma, Business Services Director; Mark Koekemoer, Resource Recovery Services Director; Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board; Anika Lyons, Finance Manager; Michele Cook, Human Resources and Risk Manager; Jungjoon Park, Laboratory Manager; Jason Piper, IT Manager (Management Association [MA] bargaining unit [BU] representative); Chris Phillips, Senior Operator; Doug Schreiner, Senior Operator (O&M BU representative); Joe Ciochon, WWTP Operator III; Anthony Novero, WWTP Operator III; Chris O'Connor, WWTP Operator III; Eric Wise, Maintenance Mechanic III (O&M BU representative); Mike McKinney, Maintenance Mechanic II; Taylor Amaro, Collection System Worker II (O&M BU representative); Jose Martinez, WWTP Operator III; Brian Padilla, WWTP Operator II; Ron Crowell, WWTP Operator I; Jeff Imachi, Household Hazardous Waste Technician III; Sean Williams, Senior Engineer; Ben Huffman, Warehouse Technician I; and Steve Baptista, Warehouse Technician II (O&M BU representative).

PUBLIC COMMENTS – None.

PUBLIC HEARING

Conduct Public Hearing on District Position Vacancies and Recruitment and Retention Efforts under Government Code Section 3502.3 (Assembly Bill 2561)

Chair Wilson opened the Public Hearing at 4:31 pm. Ms. Cook provided an overview of AB 2561, a breakdown of District positions by bargaining unit, average monthly vacancy rates in 2025, and a breakdown of vacancies created by category, while noting the high vacancy reporting threshold (i.e., >20%) was exceeded for the MA bargaining unit (22.2%) which triggers additional reporting requirements. She highlighted the additional MA reporting requirements and closed with a summary of hiring challenges and potential general recruiting improvements.

Mr. Phillips expressed O&M's concerns regarding recruitment duration, reasons for staff turnover, staffing plan development, transparency, and the need for a positive workplace environment.

Mr. Piper expressed concerns regarding the recruitment duration calculation basis, timeline to fill MA positions, reasons for staff turnover, and workload impacts.

Prepared By:	Cecelia Nichols-Fritzler, Secretary to the Board	Attachments	
Reviewed By:	Vince De Lange, General Manager	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-MINS	<input type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

In response to Vice Chair Killings inquiring regarding comparison benchmarks for data presented, Mr. Thomas commented the District does not have benchmark data and will add this information and comparative trends in the future. Vice Chair Killings noted the comprehensive evaluation conducted regarding position vacancies and the District is working to improve recruitment and selection timing. In response to Vice Chair Killings inquiring regarding metrics related to staff attrition, Mr. Thomas responded that additional information will be provided in future presentations.

Chair Wilson thanked the BU representatives for sharing perspectives. In response to Chair Wilson inquiring whether the District has conducted an operational assessment, Mr. Thomas commented the District has not in recent years.

Chair Wilson invited the presenters to provide closing remarks. Ms. Cook acknowledged the BU representative concerns and noted she will continue to seek improvement opportunities. Mr. Phillips acknowledged Ms. Cook's positive influence. Mr. Piper expressed appreciation for Ms. Cook's efforts and noted the importance of conducting exit interviews with retirees.

Ms. Fritzler noted that no additional public comments were received

Chair Wilson closed the public hearing at 4:56 pm.

CONSENT CALENDAR

Prior to approval of Consent Calendar, Ms. Nichols-Fritzler noted that no public comments were received. Vice Chair Killings moved approval, seconded by Chair Monica Wilson, and by a roll call vote (Ayes: Killings, Wilson; Noes: None; Absent: Scales-Preston; Abstain: None), the following Consent Calendar items were approved: Approve Minutes of Special Board of Directors Meeting, April 23, 2026; Receive District Monthly Check Register for April 2026; Receive Third Quarter FY25/26 District Investment Report; Authorize General Manager to Establish a New FY25/26 Project in Wastewater Capital Asset Replacement Fund, Transfer Monies to Project from Wastewater Capital Asset Replacement Fund Reserves in the Amount of \$50,000 in FY25/26 and \$150,000 in FY26/27, and Approve a Total Project Budget of \$1,075,000, Wastewater Treatment Plant Outfall Enhancements, Project No. 26118; Approve FY26/27 Classification Control Plan; Authorize General Manager to File California Environmental Quality Act Notice of Exemption with Contra Costa County and State Clearinghouse, Shore Acres Forcemain Repair, Project No. 25124; Authorize General Manager to Execute Agreement with Contra Costa County Flood Control and Water Conservation District for Stormwater Inspections Activities for Cities of Antioch and Pittsburg; Authorize General Manager to Execute Amendment No. 1 to General Services Contract in the Amount of \$185,00, for a New Total Contract Amount Not to Exceed \$265,000, TechKnowsion, Inc., Supervisory Control and Data Acquisition Support Services; Authorize General Manager to Execute Amendment No. 2 to General Services Contract in the Amount of \$50,602, for a New Total Contract Amount Not to Exceed \$145,602, Capstone Fire and Safety Management, Confined Space Standby Rescue Services; Authorize General Manager to Transfer Funds to Lab Equipment Replacement Project from Wastewater Capital Asset Replacement Fund Reserves in the Amount of \$81,000, for a New Total Project Budget of \$441,000, and Authorize General Manager to Execute General Services Contract, with Modified Indemnification Language, in an Amount Not to Exceed \$205,040, Ethosoft, Inc., Information Technology Services, Lab Equipment Replacement, Project No. 26210; and Authorize General Manager to Approve Construction Contract Change Orders in an Amount Not to Exceed 26% of Construction Services Contract, for a New Total Contract Amount Not to Exceed

\$1,587,600, Con-Quest Contractors, Inc., Manhole, Gravity Interceptor, and Easement Road Improvements Phase 2, Project No. 24112.

DELIBERATION ITEMS – None.

PRESENTATIONS AND REPORTS - None.

GENERAL MANAGER COMMENTS - None.

BOARD MEMBER COMMENTS - None.

CORRESPONDENCE - None.

CLOSED SESSION

Before convening to closed session, Ms. Nichols-Fritzler stated there were no public comments received. The Board convened to closed session at 4:58 pm. The Board reconvened to open session at 5:17 pm and noted there was nothing to report from Closed Session.

ADJOURNMENT

Chair Wilson adjourned the meeting at 5:18 pm and noted the next Board of Directors Meeting will be held at 4:30 pm on June 10, 2026.

Shanelle Scales-Preston
Board Secretary

(Recording Secretary: Cecelia Nichols-Fritzler)

RECEIVE DISTRICT MONTHLY CHECK REGISTER FOR MAY 2026

Recommendation

Receive the District Monthly Check Register for the month ending May 31, 2026.

Background Information

Attached is the Check Register for May 2026. The report includes 189 payments made in May to District suppliers, consultants, service providers, contractors, and employees totaling \$3,810,552.40.

Financial Impact

Sufficient funding is available in the adopted FY25/26-FY26/27 Biennial Budget for payments made in May 2026.

Attachment

Check Register for the Month Ending May 31, 2026

Prepared By:	Eka Ekanem, Senior Accountant	Attachments	
Reviewed By:	Nitish Sharma, Business Services Director	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> As Listed



Check Register for Cash Disbursements

Disbursements from May 1, 2026 to May 31, 2026

ITEM F/2
Attachment

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/1/2026	CHEMTRADE CHEMICALS US LLC		40442			\$4,420.07
		90381306		\$4,420.07	ALUMINUM SULFATE	
5/1/2026	GRAINGER		40443			\$309.76
		9880531919		\$298.13	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9880660130		\$11.63	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
5/1/2026	SHIMMICK CONSTRUCTION COMPANY INC		40444			\$17,761.21
		16		\$18,696.00	COGENERATION SYSTEM IMPROVEMENTS PN 22114	
5/1/2026	SYNAGRO WEST, LLC		40445			\$120,407.74
		67233		\$120,407.74	BIOSOLIDS HAULING	
5/1/2026	SYSTEM 1 STAFFING		40446			\$3,510.00
		8127		\$1,800.00	O/S TEMP	
		8131		\$1,710.00	O/S TEMP	
5/1/2026	UNIVAR USA INC		40447			\$16,046.73
		53815974		\$16,046.73	SODIUM HYPOCHLORITE	
5/8/2026	GRAINGER		40448			\$3,359.95
		9878048512		\$78.89	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9878447607		\$262.61	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9878639484		\$217.37	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9882081608		\$48.08	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9882707046		\$36.79	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9884196057		\$468.79	INVTY U104392	
		9884284853		\$846.56	INVTY U104392	
		9884370462		\$425.75	INVTY U104392	
		9887652866		\$363.30	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9890240568		\$611.81	INVTY U104392	
5/8/2026	IN SHAPE HEALTH CLUBS		40449			\$1,367.46
		73226		\$1,367.46	GYM	
5/8/2026	KEMIRA WATER SOLUTIONS, INC.		40450			\$11,077.29
		9017936362		\$11,077.29	FERROUS CHLORIDE	
5/8/2026	SYSTEM 1 STAFFING		40451			\$3,952.50
		8137		\$3,952.50	O/S TEMP	
5/8/2026	UNIVAR USA INC		40452			\$16,053.51
		53828975		\$16,053.51	SODIUM HYPOCHLORITE	
5/15/2026	BROWN AND CALDWELL		40453			\$29,753.88
		17599724		\$29,753.88	ERB IMPROVEMENTS PN 19110	
5/15/2026	CHEMTRADE CHEMICALS US LLC		40454			\$4,385.25
		90385480		\$4,385.25	ALUMINUM SULFATE	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/15/2026	CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC		40455			\$73,923.91
		72204489014		\$73,923.91	PROVIDE TRAN/DISPOSAL/LABOR FOR HHW & TEMP EVENTS	
5/15/2026	GRAINGER		40456			\$4,712.46
		9891583255		\$246.80	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9891598261		\$319.85	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9892158297		\$79.96	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9895230614		\$377.20	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9898359824		\$124.68	INVTY U104406	
		9898648523		\$3,563.97	INVTY U104406	
5/15/2026	SWEEPING CORP OF AMERICA		40457			\$77,109.52
		CA0942791		\$77,109.52	FY 25/26 STREET SWEEPING FOR ANTIOCH & BAY POINT	
5/15/2026	SYSTEM 1 STAFFING		40458			\$4,200.00
		8146		\$4,200.00	O/S TEMP	
5/15/2026	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC,		40459			\$9,611.00
		442727		\$9,611.00	JANITORIAL SERVICES - FY26	
5/15/2026	UNIVAR USA INC		40460			\$39,190.15
		53841780		\$16,009.99	SODIUM HYPOCHLORITE	
		53852821		\$16,066.00	SODIUM HYPOCHLORITE	
		53864498		\$7,114.16	SODIUM BISULFITE	
5/22/2026	GRAINGER		40461			\$158.83
		9906561932		\$158.83	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
5/22/2026	KEMIRA WATER SOLUTIONS, INC.		40462			\$11,099.68
		9017937427		\$11,099.68	FERROUS CHLORIDE	
5/22/2026	SHIMMICK CONSTRUCTION COMPANY INC		40463			\$94,181.96
		17		\$99,138.91	COGENERATION SYSTEM IMPROVEMENTS PN 22114	
5/22/2026	SUN LIFE ASSURANCE COMPANY OF CANADA		40464			\$9,741.47
		73337		\$8,953.79	P/R DENTAL INSURANCE PAYABLE 0526	
		73338		\$787.68	P/R DENTAL INSURANCE PAYABLE 0526	
5/29/2026	GRAINGER		40465			\$478.61
		9908133714		\$37.15	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9911588466		\$393.83	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
		9912014843		\$47.63	MAINTENANCE DIVISION REPAIRS AND MAINTENANCE PO	
5/29/2026	MISSION COMMUNICATIONS, LLC		40466			\$909.60
		2015290		\$454.80	MANHOLE MONITORING SERVICE PACKAGE FEE	
		2017978		\$454.80	MISSION COMMUNICATIONS SERVICE PACKAGE-1YEAR	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/29/2026	SYSTEM 1 STAFFING		40467			\$7,297.50
		8151		\$3,232.50	O/S TEMP	
		8159		\$4,065.00	O/S TEMP	
5/5/2026	STATE WATER RESOURCES		46772			\$188,209.52
		AL0002886CA A		\$188,209.52	NON OPERATING SETTLEMENT EXP	
5/7/2026	AERIAL LIFT SERVICE CO INC		46773			\$1,335.54
		160912W		\$1,335.54	GENIE S40 REPAIRS	
5/7/2026	CITY OF ANTIOCH- WATER		46774			\$7,035.06
		73252		\$1,817.60	AC# 004-0151300 0426	
		73253		\$97.60	AC# 004-0151000 0426	
		73254		\$4,827.06	AC# 013-0011000 0426	
		73255		\$97.60	AC# 013-0002100 0426	
		73256		\$97.60	AC# 013-0002200 0426	
		73258		\$97.60	AC# 013-0002400 0426	
5/7/2026	APEX SYSTEMS LLC		46775			\$1,408.00
		0008894545		\$1,408.00	TEMPORARY STAFFING SERVICES	
5/7/2026	AQUATIC INFORMATICS INC		46776			\$22,279.26
		117648		\$22,279.26	HACH WIMS Software Implementation Project	
5/7/2026	JUAN AREVALO		46777			\$1,519.84
		73216		\$1,519.84	T&M - CWEA CON SAC 0426	
5/7/2026	ASSOCIATED SERVICES COMPANY		46778			\$367.04
		326040867		\$367.04	COFFEE AND COFFEE SUPPLIES	
5/7/2026	STEVEN BAPTISTA		46779			\$388.34
		73215		\$388.34	T&M - CWEA CON 2026 0426	
5/7/2026	NAYELI BASULTO		46780			\$311.00
		73161		\$311.00	T&M - 2026 CWEA ANNUAL CON SAC CA 0426	
5/7/2026	MURAT BOZKURT		46781			\$326.88
		73217		\$326.88	T&M - CWEA CON SAC 0426	
5/7/2026	BRANDSAFWAY SERVICES LLC		46782			\$3,220.00
		6810R062648		\$3,220.00	BI-ANNUAL SCAFFOLD INSP, TTF FILTERS	
5/7/2026	BUREAU VERITAS COMMODITIES AND TRADE INC		46783			\$1,057.23
		0040143437		\$1,057.23	INVTY U104390	
5/7/2026	CAPSTONE FIRE & SAFETY MANAGEMENT		46784			\$14,385.40
		INV3604		\$14,385.40	CONFINED SPACE STAND-BY RESCUE SERVICES (FY 26)	
5/7/2026	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC		46785			\$1,755.15
		01861129083		\$1,755.15	INVTY U104388	
5/7/2026	EAST BAY TIRE CO.		46786			\$60.02
		2228607		\$60.02	TIRE SERVICE - PURCHASE/ INSTALLATION/ REPAIRS	
5/7/2026	EVANTEC SCIENTIFIC		46787			\$755.82
		202600349		\$477.78	Laboratory Consumables Services	
		202600364		\$278.04	Laboratory Consumables Services	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/7/2026	FASTENAL COMPANY		46788			\$247.91
		CACON63736		\$247.91	FASTENAL BLANKET PO FY - 26	
5/7/2026	FRANK A. OLSEN CO.		46789			\$1,257.43
		258071		\$1,257.43	INVTY U104355	
5/7/2026	LIEBERT, CASSIDY, WHITMORE		46790			\$15,415.00
		321047		\$8,239.50	LABOR NEGOTIATION SERVICES	
		321048		\$5,808.50	LABOR NEGOTIATION SERVICES	
		321049		\$48.50	LCW POLICY DEVELOPMENT	
		321050		\$1,230.00	LABOR NEGOTIATION SERVICES	
		321051		\$88.50	LCW POLICY DEVELOPMENT	
5/7/2026	LINDE GAS & EQUIPMENT INC		46791			\$1,912.13
		56159358		\$1,912.13	OXYGEN RENTAL	
5/7/2026	LYSTEK INTERNATIONAL LIMITED		46792			\$10,912.91
		91405802		\$10,912.91	BIOSOLIDS DISPOSAL	
5/7/2026	MCCAMPBELL ANALYTICAL, INC.		46793			\$11,248.00
		2026109ARA PRIL		\$11,248.00	Laboratory Analysis Services for NPDES, Pretreatme	
5/7/2026	McCAULEY AGRICULTURAL & PEST SERVICES		46794			\$1,570.00
		13747092		\$80.00	PEST CONTROL SERVICES	
		13747093		\$865.00	PEST CONTROL SERVICES	
		13747094		\$65.00	PEST CONTROL SERVICES	
		13747095		\$65.00	PEST CONTROL SERVICES	
		13747096		\$65.00	PEST CONTROL SERVICES	
		13747097		\$65.00	PEST CONTROL SERVICES	
		13747098		\$65.00	PEST CONTROL SERVICES	
		13748937		\$300.00	PEST CONTROL SERVICES	
5/7/2026	MDRR PITTSBURG		46795			\$1,031.30
		73227		\$1,031.30	AC# 10-0018920 0426	
5/7/2026	MOTHER NATURE'S HANGUPS		46796			\$805.00
		20265262		\$805.00	PROVIDE SERVICES TO WATER, FERTILIZE, AND MAINTAIN	
5/7/2026	ODP BUSINESS SOLUTIONS LLC		46797			\$1,228.88
		46522864800 1		\$470.49	DISTRICT-WIDE OFFICE SUPPLIES	
		46633659700 1		\$468.29	DISTRICT-WIDE OFFICE SUPPLIES	
		46657382600 1		\$177.52	DISTRICT-WIDE OFFICE SUPPLIES	
		46679339500 1		\$83.29	DISTRICT-WIDE OFFICE SUPPLIES	
		46679392600 1		\$29.29	DISTRICT-WIDE OFFICE SUPPLIES	
5/7/2026	JUNGJOON PARK		46798			\$225.00
		73263		\$225.00	MEMBRS, DUES & PROF LICENS - ENV COMPL INSPECT G1	
5/7/2026	PITTSBURG WINSUPPLY		46799			\$2,834.81
		15268901		\$2,834.81	PIPING MATERIALS	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/7/2026	CITY OF PITTSBURG		46800			\$63,497.16
		391		\$33,403.04	STREET SWEEPING SERVICES, CITY OF PITTSBURG FY26	
		398		\$30,094.12	STREET SWEEPING SERVICES, CITY OF PITTSBURG FY26	
5/7/2026	PSOMAS		46801			\$40,214.50
		233891		\$9,620.00	CONSTRUCTION MANAGEMENT SERVICES	
		233893		\$30,594.50	CONSTRUCTION MANAGEMENT SERVICES, PN 22114	
5/7/2026	SHAPE INCORPORATED		46802			\$252.67
		65466852023		\$252.67	INVTY U104396	
5/7/2026	SOLARWINDS WORLDWIDE LLC		46803			\$4,666.00
		IN751300		\$4,666.00	SOFTWARE RENEWAL - SOLARWINDS	
5/7/2026	STATE OF CALIFORNIA, ENERGY RESOURCES		46804			\$26,957.81
		12468		\$26,957.81	LOAN PAYMENT	
5/7/2026	TOSHIBA INTERNATIONAL CORP		46805			\$1,207.81
		2403887		\$530.72	TOSHIBA COPIER AND PRINTER SUPPLIES	
		6365119		\$677.09	TOSHIBA COPIER AND PRINTER SUPPLIES	
5/7/2026	UNIFIRST CORPORATION		46806			\$574.48
		2360243013		\$241.88	UNIFORM / LAUNDRY SERVICE FY26	
		2360243025		\$282.84	UNIFORM / LAUNDRY SERVICE FY26	
		2360243035		\$49.76	UNIFORM / LAUNDRY SERVICE FY26	
5/7/2026	VULCAN INDUSTRIES INC		46807			\$1,755.25
		2604519651		\$1,755.25	INVTY U104358	
5/7/2026	ZORO TOOLS, INC		46808			\$315.67
		INV18830945		\$186.78	INVTY U104400	
		INV18850846		\$128.89	INVTY U104400	
5/14/2026	AFSCME DISTRICT COUNCIL 57		46809			\$4,765.26
		UNION DUES O & M55		\$3,642.21	UNION DUES O&M	
		UNION DUES P & T55		\$1,123.05	UNION DUES P&T	
5/14/2026	ALLIANT INSURANCE SERVICES		46810			\$96,247.00
		3505062		\$154.00	GEN INSURANCE - VEHICLE	
		3529310		\$96,093.00	LIABILITY- GEN INSURANCE	
5/14/2026	CITY OF ANTIOCH- WATER		46811			\$82.06
		73257		\$82.06	AC# 013-0002300 0426	
5/14/2026	APEX SYSTEMS LLC		46812			\$1,631.08
		0008902409		\$1,631.08	TEMPORARY STAFFING SERVICES	
5/14/2026	BACKFLOW DISTRIBUTORS, INC.		46813			\$340.80
		84328		\$340.80	INVTY U104397	
5/14/2026	NAYELI BASULTO		46814			\$289.74
		73304		\$289.74	T&M - CMAA PRO CONSTRUCTION SAC CA 0426	
5/14/2026	BATTERIES PLUS BULBS		46815			\$1,649.94
		P89799471		\$1,649.94	INVTY U104373	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/14/2026	BRENTWOOD PRESS		46816			\$1,258.00
		286140		\$629.00	AD	
		286376		\$629.00	AD	
5/14/2026	CAROLLO ENGINEERS		46817			\$192,042.00
		FB79923		\$163,799.00	CM&I SERVICES SPI PH 1 PN 22126	
		FB80479		\$28,243.00	CM&I SERVICES SPI PH 1 PN 22126	
5/14/2026	COMCAST BUSINESS COMMUNICATIONS, LLC		46818			\$860.93
		269263062		\$860.93	PHONE EXP 0426	
5/14/2026	CON-QUEST CONTRACTORS, INC		46819			\$90,808.13
		2PN24112		\$95,587.50	CONSTRUCTION SERVICES MANHOLE PH2 PN 24112	
5/14/2026	CONTRA COSTA WATER DISTRICT		46820			\$10.24
		73321		\$10.24	UTILITIES 3030816 0426	
5/14/2026	COALITION OF CONTROLLING INS COSTS IN CALIFORNIA		46821			\$141.40
		20265		\$141.40	FRINGE BENEFITS - EAP	
5/14/2026	CONVERGEONE INC		46822			\$6,314.40
		INV1123870		\$6,314.40	SOFTWARE RENEWAL - DUO MFA	
5/14/2026	CORELOGIC INFORMATION SOLUTIONS, INC		46823			\$200.00
		30855891		\$200.00	2025-2026 REALQUEST PROPERTY INFORMATION	
5/14/2026	DIABLO WATER DISTRICT		46824			\$310.20
		73319		\$310.20	UTILITIES 0426 1090170400	
5/14/2026	FASTENAL COMPANY		46825			\$1,306.72
		CACON63810		\$1,306.72	FASTENAL BLANKET PO FY - 26	
5/14/2026	HACH COMPANY		46826			\$4,950.08
		14983216		\$4,950.08	LEV015.53.2200A-HQ2200 Portable Multi-Meter pH, Co	
5/14/2026	HARRIS & ASSOCIATES, INC.		46827			\$57,195.24
		71714		\$57,195.24	ENGINEERING SERVICES MANHOLE IMPROV PN24112	
5/14/2026	HDR ENGINEERING, INC.		46828			\$636,902.84
		1200820677		\$1,589.61	ENGINEERING SERVICES FOR APS & CONVEYANCE PN20121	
		1200821322		\$635,313.23	ENGINEERING DESIGN SERVICES FOR PN 22126	
5/14/2026	HUNT & SONS LLC		46829			\$7,640.14
		44204		\$2,423.59	DISTRICT FUEL SERVICES	
		66149		\$5,216.55	DISTRICT FUEL SERVICES	
5/14/2026	IDEXX DISTRIBUTION, INC		46830			\$6,904.80
		3200059359		\$6,904.80	Microbiology Testing Consumables	
5/14/2026	KONE. INC.		46831			\$247.06
		872011408		\$247.06	POC ELEVATOR INSPECTION AND REPAIRS	
5/14/2026	LINDE GAS & EQUIPMENT INC		46832			\$3,880.76
		56282704		\$3,880.76	OXYGEN RENTAL	
5/14/2026	MSC INDUSTRIAL SUPPLY CO. INC.		46833			\$1,000.22
		40199991		\$528.21	INVTY U104408	
		40200001		\$472.01	INVTY U104408	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/14/2026	MUNIQUEIP, LLC		46834			\$1,249.20
		108459		\$1,249.20	BERMAD COMBINATION VALVE	
5/14/2026	NEW IMAGE LANDSCAPE COMPANY		46835			\$2,693.00
		154070		\$2,693.00	LANDSCAPE SERVICES	
5/14/2026	PACIFIC ECO-RISK LABORATORIES		46836			\$12,668.00
		21340		\$12,668.00	Laboratory Bioassay Analytical Services	
5/14/2026	PACIFIC GAS & ELECTRIC COMPANY		46837			\$141,283.30
		73292		\$141,283.30	AC# 4835091675-4 0426	
5/14/2026	PACIFIC GAS & ELECTRIC COMPANY		46838			\$151,370.63
		73293		\$151,370.63	AC# 4887173962-8 0426	
5/14/2026	PITTSBURG WINSUPPLY		46839			\$2,078.97
		15266701		\$2,078.97	INVTY U104379	
5/14/2026	PRIMO BRANDS		46840			\$1,428.97
		06E87203319 11		\$1,428.97	WATER BOTTLE DELIVERY	
5/14/2026	READY PRINT		46841			\$34,209.85
		52899		\$33,906.94	SSRC PROP 218 POSTAGE	
		52936		\$302.91	PRINTING SERVICES	
5/14/2026	REPUBLIC SERVICES #210		46842			\$14,086.33
		02100146680 73		\$12,707.31	WASTE 0426	
		02100147130 27		\$1,379.02	WASTE 0526	
5/14/2026	SIEMENS INDUSTRY, INC.		46843			\$2,300.36
		5672648687		\$2,300.36	INVTY U104395	
5/14/2026	STATE OF CALIFORNIA		46844			\$350.00
		6334069		\$225.00	EARNINGS GARNISHMENT	
		GARNISHME NT93		\$125.00	EARNINGS GARNISHMENT	
5/14/2026	UNIFIRST CORPORATION		46845			\$523.28
		2360245470		\$140.68	UNIFORM / LAUNDRY SERVICE FY26	
		2360245471		\$331.09	UNIFORM / LAUNDRY SERVICE FY26	
		2360245472		\$51.51	UNIFORM / LAUNDRY SERVICE FY26	
5/14/2026	USABLUEBOOK		46846			\$3,499.21
		INV01033966		\$3,499.21	INVTY U104401	
5/14/2026	WATER ONE INDUSTRIES INC		46847			\$250.00
		225021		\$250.00	QUARTERLY SERVICE HOT AND COLD WATER LOOPS	
5/14/2026	ZORO TOOLS, INC		46848			\$2,356.24
		INV18870430		\$299.60	INVTY U104400	
		INV18921736		\$1,772.88	INVY U104407	
		INV18922923		\$283.76	INVTY U104407	
5/14/2026	KATIUSCA ZUNIGA		46849			\$250.00
		73287		\$250.00	SAFETY SUPPLIES - EE RELATED SHOES REIMB	
5/21/2026	BASIC BENEFITS, LLC		46850			\$115.00
		IN3744995		\$115.00	P/R DENTAL INSURANCE PAYABLE 0526	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/21/2026	CAROLLO ENGINEERS		46851			\$7,956.00
		FB81721		\$7,956.00	ODOR & CORROSION CONTROL EVAL	
5/21/2026	CONCENTRA/OCCUPATIONAL HEALTH CENTERS		46852			\$151.00
		90886170		\$71.00	O/S SVC - OCCUP SAFETY	
		90972934		\$80.00	POST EMPL COST	
5/21/2026	E-RECYCLING OF CALIFORNIA		46853			\$217.96
		12602008		\$217.96	EWASTE MANAGEMENT SERVICES FOR HHW PROGRAM	
5/21/2026	ENVIRODYNE SYSTEMS, INC.		46854			\$29,600.00
		1103311		\$29,600.00	ROTARY DISTRIBUTOR BEARINGS	
5/21/2026	EVANTEC SCIENTIFIC		46855			\$130.97
		202600403		\$130.97	Laboratory Consumables Services	
5/21/2026	FASTENAL COMPANY		46856			\$513.77
		CACON63873		\$513.77	FASTENAL BLANKET PO FY - 26	
5/21/2026	HACH COMPANY		46857			\$1,920.75
		14988636		\$1,920.75	LEV015.53.1110A - HQ1110 Portable pH/ORP/mV Meter	
5/21/2026	HDR ENGINEERING, INC.		46858			\$2,181.44
		1200822364		\$2,181.44	GIS SYSTEM SERVICES	
5/21/2026	IDEXX DISTRIBUTION, INC		46859			\$381.13
		3200246819		\$381.13	Microbiology Testing Consumables	
5/21/2026	JWC ENVIRONMENTAL		46860			\$4,352.34
		125734		\$4,352.34	REPLACEMENT MOTOR/ DISTANCE PIECE	
5/21/2026	LYSTEK INTERNATIONAL LIMITED		46861			\$13,674.72
		91420691		\$13,674.72	BIOSOLIDS DISPOSAL	
5/21/2026	McCAULEY AGRICULTURAL & PEST SERVICES		46862			\$7,825.00
		13744318		\$1,250.00	VEGETATION MANAGEMENT FOR THE DISTRICT	
		13744319		\$3,500.00	VEGETATION MANAGEMENT FOR THE DISTRICT	
		13748135		\$500.00	VEGETATION MANAGEMENT FOR THE DISTRICT	
		13748136		\$800.00	VEGETATION MANAGEMENT FOR THE DISTRICT	
		13748137		\$500.00	VEGETATION MANAGEMENT FOR THE DISTRICT	
		13748138		\$600.00	VEGETATION MANAGEMENT FOR THE DISTRICT	
		13748139		\$675.00	VEGETATION MANAGEMENT FOR THE DISTRICT	
5/21/2026	MDRR PITTSBURG		46863			\$4,443.05
		73228		\$4,443.05	AC# 10-0031550 0426	
5/21/2026	MDRR-PARK (MT. DIABLO RESOURCE RECOVERY PARK)		46864			\$242.00
		002745112		\$242.00	WASTE 0426	
5/21/2026	MONUMENT CAR PARTS		46865			\$789.33
		549925		\$199.53	INVTY U104369	
		555948		\$589.80	INVTY U104386	
5/21/2026	NICK MUCHMORE		46866			\$244.62
		73331		\$244.62	SAFETY SUPPLIES - SHOES EE - NICH MUCHMORE	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/21/2026	NORTHPOINT SECURITY SERVICES, INC		46867			\$5,724.00
		46375		\$5,724.00	SECURITY PATROL SERVICES	
5/21/2026	PACIFIC GAS & ELECTRIC COMPANY		46868			\$334.04
		00085127843		\$334.04	UTILITIES 0526	
5/21/2026	PACIFIC GAS & ELECTRIC COMPANY		46869			\$53.70
		00085127850		\$53.70	UTILITIES 0526	
5/21/2026	PATTERSON LIFT TRUCKS, INC.		46870			\$686.60
		4730947		\$477.87	DISTRICT FORKLIFT SERVICE/ REPAIRS TCM	
		4730948		\$208.73	DISTRICT FORKLIFT SERVICE/ REPAIRS YALE	
5/21/2026	PSOMAS		46871			\$23,395.70
		234316		\$3,630.00	CONSTRUCTION MANAGEMENT SERVICES	
		234317		\$19,765.70	CONSTRUCTION MANAGEMENT SERVICES, PN 22114	
5/21/2026	ROGERS MACHINERY COMPANY, INC		46872			\$293.63
		1521363		\$293.63	INVTY U104405	
5/21/2026	MICHAEL SPRAGUE		46873			\$240.00
		73356		\$240.00	MEMBRS, DUES & PROF LICENS - CWEA COLLECTION	
5/21/2026	STAINLESS DISTRIBUTORS		46874			\$3,796.00
		0000604475		\$3,796.00	STAINLESS STEEL MATERIALS	
5/21/2026	STATE WATER RESOURCES		46875			\$122,498.58
		73380		\$122,498.58	LOAN PAYMENT	
5/21/2026	STATE WATER RESOURCES		46876			\$26,458.91
		73381		\$26,458.91	LOAN PAYMENT	
5/21/2026	THE NEW YORK BLOWER COMPANY		46877			\$717.43
		7821999		\$717.43	FREIGHT CHRGES	
5/21/2026	UMPQUA BANK		46878			\$4,956.95
		73382		\$4,956.95	RETENTION - SHIMMICK CONSTRUCTIONS COMPANY PMT 17	
5/21/2026	UNIFIRST CORPORATION		46879			\$434.47
		2360247007		\$128.21	UNIFORM / LAUNDRY SERVICE FY26	
		2360247010		\$254.75	UNIFORM / LAUNDRY SERVICE FY26	
		2360247012		\$51.51	UNIFORM / LAUNDRY SERVICE FY26	
5/28/2026	APEX SYSTEMS LLC		46880			\$1,826.00
		0008919143		\$1,826.00	TEMPORARY STAFFING SERVICES	
5/28/2026	ASSOCIATED SERVICES COMPANY		46881			\$522.39
		326050534		\$522.39	COFFEE AND COFFEE SUPPLIES	
5/28/2026	AT&T		46882			\$7,793.23
		00002526133 3		\$3,170.72	PHONE EXP	
		00002527844 8		\$4,622.51	PHONE EXP	
5/28/2026	BAY AREA AIR QUALITY MNGMENT		46883			\$52,101.00
		T205830		\$52,101.00	FEES	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/28/2026	CAROLLO ENGINEERS		46884			\$27,145.00
		FB820267		\$11,681.00	ENGINEERING SERVICES FOR SCADA PN 25114	
		FB82137		\$9,717.50	CM&I SERVICES SPI PH 1 PN 22126	
		FB827152		\$5,746.50	CCT ANALYZER BUILDING IMPROVMENTS PN 22123	
5/28/2026	CME LIGHTING SUPPLY INC.		46885			\$1,709.91
		0000267043		\$1,709.91	PORTER LIGHTING	
5/28/2026	CONTRA COSTA HEALTH SERVICES		46886			\$14,930.00
		IN0331612		\$9,246.00	PERMIT & REG FEES	
		IN0332496		\$2,032.00	PERMIT & REG FEES	
		IN0332709		\$1,014.00	PERMIT & REG FEES	
		IN0332710		\$610.00	PERMIT & REG FEES	
		IN0332711		\$1,014.00	PERMIT & REG FEES	
		IN0332712		\$1,014.00	PERMIT & REG FEES	
5/28/2026	CONTRA COSTA MOSQUITO		46887			\$21.19
		202604		\$21.19	OE	
5/28/2026	CORELOGIC SOLUTIONS LLC		46888			\$200.00
		30855891		\$200.00	SOFTWARE RENEWAL - PROPERTY INTELLIGENCE PRO PLUS	
5/28/2026	DEPT OF GENERAL SERVICES		46889			\$66.32
		1431431		\$66.32	UTILITIES 03/26	
5/28/2026	DEPARTMENT OF TOXIC SUBSTANCES CONTROL		46890			\$75.00
		73461		\$75.00	PERMIT & REGULATORY FEES	
5/28/2026	EAGLE WINGS COMPANY INC		46891			\$2,221.00
		000378		\$2,221.00	SAFETY RELATED TRAINING - FY25/26	
5/28/2026	EAST BAY REGIONAL PARK DISTRICT		46892			\$5,000.00
		AR134658		\$5,000.00	FEES & PERMIT SHORT TERM PARK ACCESS 041T-25	
5/28/2026	FASTENAL COMPANY		46893			\$1,868.08
		CACON63921		\$681.28	FASTENAL BLANKET PO FY - 26	
		CACON63933		\$1,186.80	FASTENAL BLANKET PO FY - 26	
5/28/2026	GOLDEN STATE EQUIPMENT INC		46894			\$4,863.10
		1581		\$4,863.10	INVTY U104387	
5/28/2026	GRAYBAR ELECTRIC COMPANY, INC.		46895			\$39,515.12
		9353143659		\$38,944.66	PLC 9 REPLACEMENT PROJECT	
		9353161450		\$570.46	PLC 9 REPLACEMENT PROJECT	
5/28/2026	HACH COMPANY		46896			\$1,907.62
		14976681		\$1,907.62	HACH DR3900 SPECTROPHOTOMETER REPAIR	
5/28/2026	HARGROVE AND ASSOCIATES INC		46897			\$6,626.00
		IVHEC104275 9		\$6,626.00	DEVELOP PROJECT SCHEDULES - ON CALL ENG SVS	
5/28/2026	HARRIS & ASSOCIATES, INC.		46898			\$31,338.83
		72091		\$31,338.83	ENGINEERING SERVICES MANHOLE IMPROV PN24112	
5/28/2026	HDR ENGINEERING, INC.		46899			\$693,618.64
		1200823795		\$693,618.64	ENGINEERING DESIGN SERVICES FOR PN 22126	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/28/2026	LIEBERT, CASSIDY, WHITMORE		46900			\$19,373.25
		323354		\$480.00	LABOR NEGOTIATION SERVICES	
		323356		\$14,035.00	LABOR NEGOTIATION SERVICES	
		323357		\$880.00	LABOR NEGOTIATION SERVICES	
		323358		\$3,978.50	LCW POLICY DEVELOPMENT	
5/28/2026	LUBRISOURCE INC		46901			\$17,113.25
		LS41226		\$17,113.25	FLUID STORAGE SYSTEMS PN 22126 25%	
5/28/2026	MAXGRIP AMERICAS INC		46902			\$39,825.00
		26710121		\$39,825.00	SOFTWARE IMPLEMENTATION - MAXGRIP (CMMS)	
5/28/2026	JENNIFER MONIZ		46903			\$2,105.31
		73440		\$2,105.31	T&M - 2026 PAYROLL CONVENTION NASHVILLE TN 0526	
5/28/2026	NWN CORPORATION		46904			\$10,087.25
		IN21857		\$3,362.53	PHONE EXP	
		IN22437		\$3,362.19	PHONE EXP	
		IN24235		\$3,362.53	PHONE EXP	
5/28/2026	PACIFIC COAST TRANE SERVICE		46905			\$1,270.00
		SRVCE000323 97		\$1,270.00	POC CHILLER PREVENTATIVE MAINTENANCE AND REPAIR	
5/28/2026	PACIFIC GAS & ELECTRIC COMPANY		46906			\$30,646.00
		73460		\$30,646.00	AC# 5138050344-4 0426	
5/28/2026	CITY OF PITTSBURG		46907			\$1,030.00
		73450		\$1,030.00	UTILITIES 0426-0526	
5/28/2026	SAW ENVIRONMENTAL		46908			\$5,000.00
		7452		\$5,000.00	Quality Manual Revisions/Policy for Qualifying Dat	
5/28/2026	SENTINEL OCCUPATIONAL SOFTWARE INC		46909			\$873.20
		205		\$873.20	ERGONOMIC EVALUATION GENERAL SERVICES	
5/28/2026	STATE OF CALIFORNIA		46910			\$100.00
		733781		\$100.00	EARNINGS GARNISHMENT	
5/28/2026	STATE OF CALIFORNIA		46911			\$350.00
		6334070		\$225.00	EARNINGS GARNISHMENT	
		GARNISHME NT94		\$125.00	EARNINGS GARNISHMENT	
5/28/2026	TOSHIBA INTERNATIONAL CORP		46912			\$586.16
		6377466		\$586.16	TOSHIBA COPIER AND PRINTER SUPPLIES	
5/28/2026	TYLER TECHNOLOGIES, INC.		46913			\$1,309.25
		CI100002818 09		\$1,309.25	SOFTWARE PURCHASE - ERP EMPLOYEE PORTAL	
5/28/2026	UNIFIRST CORPORATION		46914			\$446.29
		2360248785		\$128.21	UNIFORM / LAUNDRY SERVICE FY26	
		2360248800		\$266.57	UNIFORM / LAUNDRY SERVICE FY26	
		2360248803		\$51.51	UNIFORM / LAUNDRY SERVICE FY26	
5/27/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192653			\$1,508.67
		ADEJ0422202 6		\$1,508.67	CALCARD	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192654			\$6,403.98
		BHUF042220 26		\$6,403.98	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192655			\$101.37
		CARG042220 26		\$101.37	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192656			\$220.25
		CKIR042220 6		\$220.25	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192657			\$1,180.10
		EEKA042220 6		\$1,180.10	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192658			\$4,877.36
		EWIS042220 6		\$4,877.36	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192659			\$98.83
		JARE042220 6		\$98.83	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192660			\$45.00
		JBOO042220 26		\$45.00	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192661			\$330.00
		JGON042220 26		\$330.00	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192662			\$3,615.03
		JPAR042220 6		\$3,615.03	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192663			\$6,727.39
		JPIP04222026		\$6,727.39	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192664			\$1,382.32
		MBOZ042220 26		\$1,382.32	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192665			\$2,028.61
		MCOO04222 026		\$2,028.61	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192666			\$3,259.29
		SBAP042220 6		\$3,259.29	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192667			\$563.27
		STUC042220 6		\$563.27	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192668			\$1,111.14
		WMAR04222 026		\$1,111.14	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192669			\$592.96
		ALYO042220 26		\$592.96	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192670			\$498.97
		CNIC042220 6		\$498.97	CALCARD	

CHECK DATE	VENDOR NAME	INVOICE #	CHECK #	INVOICE AMT	DESCRIPTION	CHECK AMT
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192671			\$730.20
		TSIM0422202 6		\$730.20	CALCARD	
5/21/2026	I.M.P.A.C. GOVERNMENT SERVICES		12192672			\$2,344.69
		NSTE0422202 6		\$2,344.69	CALCARD	
Overall Total Amount:						\$3,810,552.40

ADOPT RESOLUTION ESTABLISHING FY26/27 APPROPRIATIONS (GANN) LIMIT FOR EXPENDITURES THAT CAN BE FUNDED FROM TAX PROCEEDS

Recommendation

Adopt a resolution establishing the Fiscal Year 2026/2027 (FY26/27) Appropriations (Gann) Limit for expenditures that can be funded from tax proceeds.

Background Information

Article XIII B of the California Constitution establishes a formula to calculate a limit on appropriations made from taxes by public agencies in the state of California. The intent of the limitation is to restrict growth of tax-funded programs and services in California. The original requirement was enacted by voters in 1979 as Proposition 4, referred to as the Gann Initiative. The requirements were amended by voters in 1989 to modify formulas used to adjust the limit.

The Appropriations Limit establishes a threshold for the expenditure of revenues that are derived from ad valorem property taxes. The District collects a small portion of its total revenue from property taxes and annual proceeds are well below the limit. Although the District's tax revenues remain below the calculation begins with the adopted limit for the prior year and applies an adjustment factor based on a formula contained in the California Revenue and Taxation Code, which is based on change in population and per capita personal income. The Appropriations Limit for FY25/26 was \$24,232,202.

Analysis

The calculated Appropriations Limit for FY26/27, using the factors described in the proposed resolution, is \$25,351,730. This is higher than FY25/26 as a result of the state per capita personal income growth increase of 4.95% compared to last year. The adopted FY25/26-FY26/27 Biennial Budget includes \$4,335,035 in revenue from property taxes for FY26/27, which is well below the Appropriations Limit and in compliance with state law. Property tax revenue is allocated to the Wastewater Capital Asset Replacement Fund per previously approved Board actions. Although the Board has discretion to make annual determinations regarding how ad valorem tax revenues will be allocated based on District needs, no change to the current policy regarding use of these funds is recommended.

Financial Impact

There is no fiscal impact because the projected FY26/27 property tax revenues of \$4,335,035 are well below the calculated Appropriations Limit of \$25,351,730.

Attachment

Resolution Establishing FY26/27 Appropriation Limit

Prepared By:	Anika Lyons, Finance Manager	Attachments	
Reviewed By:	Nitish Sharma, Business Services Director	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

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

(a California Special District)

RESOLUTION NO. 06/2026

MATTER: Establishing Fiscal Year 2026/2027 Appropriations (Gann) Limit

The BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, Article XIII B of the California Constitution establishes a formula to calculate a limit on appropriations made from taxes by public agencies in the State of California; and

WHEREAS, the Appropriation Limit is the prior year's Appropriation Limit adjusted by factors identified in State Law; and

WHEREAS, the law requires each public agency's Appropriation Limit to be adjusted based on: 1) changes in the California per capita personal income, and 2) changes in population as provided by the State of California Department of Finance; and

WHEREAS, the factor used by the District for the Fiscal Year 2026/2027 (FY26/27) calculation is the change in the California per capita personal income in conjunction with the change of population in Contra Costa County; and

WHEREAS, as presented at a public meeting on June 10, 2026, the calculation of the FY26/27 Appropriations Limit is \$25,351,730, which is adhered to in the adopted FY25/26-FY26/27 Biennial Budget.

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

1. To adopt an FY26/27 Appropriations Limit as described in the "Calculation of FY26/27 Appropriations Limit," attached hereto and by reference made a part hereof.
2. To select and use the California Per Capita Personal Income Factor in conjunction with the Contra Costa County Population Change Factor.

PASSED AND ADOPTED on June 10, 2026, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

I DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on June 10, 2026.

ATTEST:

Shanelle Scales-Preston
Board Secretary

EXHIBIT: Calculation of FY26/27 Appropriations Limit

CALCULATION OF FY26/27 APPROPRIATIONS LIMIT

**PERMITTED GROWTH RATE IN APPROPRIATIONS USING
CHANGE IN STATE PERCENTAGE CHANGE IN PER CAPITA INCOME
2025 to 2026**

CALCULATION OF POPULATION CHANGE

Per California Revenue & Taxation Code Section 2228 (a)(3)
A Special District Covering multiple jurisdictions may use either the change in population for the County; or the weighted average of each city and unincorporated area.

Line #	Jurisdiction	Population	Percent of Total	Change From 1/2025-1/2026	WEIGHTED AVERAGE % CHANGE
	Unincorporated Bay Point	Not Available		Not Available	
	Antioch	118,440		-0.27%	
	Pittsburg	76,484		-0.57%	
1	Weighted Average	<u>Not Available</u>			<u>Not Available</u>

2	Per State of California Department Finance January 1, 2025 Contra Costa County Population Change	<u>-0.31%</u>
3	State Per Capita Personal Income Change (Per Capita Income Change Issued By State Dept of Finance in May 2025)	<u>4.95%</u>

REQUIRED FORMULA FOR CALCULATING ANNUAL ADJUSTMENT

The formula for calculating the adjustment is as follows:

$$\frac{\text{Selected Factor (Population Growth- Line 2) + 100}}{100} = X$$

$$\frac{\text{Selected Factor (State / Capita Income- Line 3) + 100}}{100} = Y$$

(X) x (Y) = Fiscal Year Appropriations Limit Adjustment Factor

$$\frac{-0.31 + 100}{100} = 0.9969$$

$$\frac{4.95 + 100}{100} = 1.0495$$

0.9969 x 1.0495 = **1.0462** = **FY26/27 Adjustment Factor**

CALCULATION

Appropriations Limit for year ending June 30, 2026 (Adopted 6/11/2025 Reso 07/2025)	\$24,232,202
Permitted Adjustment Factor Determined By Calculation Formula	<u>1.0462</u>
Appropriations Limit for year ending June 30, 2027 (Prior Yr Limit x Adj Factor)	<u>\$25,351,730</u>

Due to unavailable data on non-residential new construction, the factor selected for use in this calculation was the State percentage change in per capita income.

ADOPT RESOLUTION TO APPROVE LEAVE FOR REPRODUCTIVE LOSS POLICY (DISTRICT POLICY NO. 2450)

Recommendation

Adopt a resolution to approve District Policy No. 2450, “Leave for Reproductive Loss Policy (Policy).”

Background Information

California Senate Bill 848 (SB 848), effective January 1, 2024, added Government Code (GC) Section 12945.6 and created a new protected leave right following a reproductive loss giving an employee time to grieve and heal. The legislation addressed an issue in California’s leave laws where employees had job-protected bereavement leave for the death of certain family members, but reproductive losses were not directly addressed.

Analysis

The proposed Policy restates the requirements set forth in GC Section 12945.6 by providing eligible employees who worked at least 30 calendar days with the District, up to five days of leave following a reproductive loss event, including failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Leave does not need to be taken consecutively, but generally must be used within three months of the event, with an extension when the employee is already on another protected leave. The leave is unpaid, although employees may use accrued paid leave such as sick leave or vacation to receive pay on reproductive loss leave. The Policy caps leave at 20 days in a 12-month period for multiple reproductive loss events, requires the District to maintain the confidentiality of any employee who requests to use such leave and directs employees to Human Resources if they believe they were denied leave or subjected to discrimination, harassment, or retaliation for requesting or taking reproductive loss leave. Adoption of the Policy will ensure the District personnel policies are updated to reflect current California law and provide clear administrative procedures for implementation of GC Section 12945.6.

Financial Impact

None.

Attachment

Resolution Approving District Policy No. 2450, “Leave for Reproductive Loss Policy”

Prepared By:	Brian Thomas, Deputy General Manager	Attachments	
Reviewed By:	Vince De Lange, General Manager	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

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

(a California Special District)

RESOLUTION NO. 07/2026

MATTER: Approving District Policy No. 2450, "Leave for Reproductive Loss"

The BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, the District recognizes the importance of providing employees with the ability to grieve following a reproductive loss event; and

WHEREAS, California Government Code Section 12945.6 defines the criteria for public employers to provide reproductive loss leave to eligible employees who experience a qualifying event.

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

District Policy No. 2450, "Leave for Reproductive Loss Policy" (refer to Exhibit) is approved and effective as of June 10, 2026.

PASSED AND ADOPTED on June 10, 2026, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

I DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on June 10, 2026.

ATTEST:

Shanelle Scales-Preston
Board Secretary

Exhibit - District Policy No. 2450, "Leave for Reproductive Loss Policy"

DRAFT

Policy 2450



Leave for Reproductive Loss Policy

Effective: June 15, 2026
Supersedes: N/A

It is the policy of Delta Diablo (District) to: Provide eligible employees who have worked at least 30 calendar days with the District up to five days of leave after a Reproductive Loss Event.

Purpose

The purpose of this policy is to establish a framework for employees who experience the trauma of a Reproductive Loss Event, as defined below, to access reproductive loss leave in accordance with Government Code Section 12945.6.

- Reproductive Loss Event - The day or, for a multiple-day event, the final day of a Failed Adoption, Failed Surrogacy, Miscarriage, Stillbirth, or an Unsuccessful Assisted Reproduction.
- Failed Adoption - The dissolution or breach of an adoption agreement before the adoption is finalized and where the person would have been a parent of the child.
- Failed Surrogacy - The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- Miscarriage - A miscarriage by a person, by the person’s spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- Stillbirth - A stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- Unsuccessful Assisted Reproduction - An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy

Roles and Responsibilities

General Manager - Administer policy requirements.

Department Directors, Managers, and Supervisors - Ensure staff awareness and adherence to policy and associated supporting documentation and communications.

Human Resources and Risk Manager - Support policy administration and compliance with legal, regulatory, and statutory requirements.

All Employees - Maintain awareness and conform with policy requirements and associated supporting documentation and communications.

Policy Requirements

Timing and Duration of Leave

Reproductive Loss Leave may be taken for up to five (5) days following the Reproductive Loss Event.



Leave for Reproductive Loss Policy

DRAFT Policy 2450

Effective: June 15, 2026
Supersedes: N/A

Policy Requirements (cont'd)

Reproductive Loss Leave is not required to be taken consecutively, but such leave must be taken within three (3) months of the Reproductive Loss Event, with the exception that, if an employee is on California Family Rights Act (“CFRA”) leave, Pregnancy Disability Leave (“PDL”), or another leave protected by state or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one Reproductive Loss Event within a 12-month period, the District will provide Reproductive Loss Leave up to a maximum of 20 days within a 12-month period.

Pay During Reproductive Loss Leave

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation in order to receive pay while on Reproductive Loss Leave.

Confidentiality

The District will maintain the confidentiality of any employee who requests to use or uses Reproductive Loss Leave, and the District will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

Legal Concerns

The District shall not require an employee to provide documentation or other proof of a reproductive loss event as a condition of receiving leave under this policy.

If an employee believes that they have been subjected to discrimination, harassment, or retaliation at work for requesting or taking reproductive loss leave, or have been improperly denied such leave, the employee should immediately contact the Human Resources Division.

Additional Resources

Additional information about Reproductive Loss Leave can be found at the following sources:

- California Civil Rights Department (<https://calcivilrights.ca.gov/>)
- Government Code Section 12945.6 (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=12945.6.&lawCode=GOV).

Authority

Adopted by Board Resolution No. 07/2026, June 10, 2026

ADOPT RESOLUTION MAKING FINDINGS PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE SECTION 3400 AUTHORIZING USE OF SPECIFIED EQUIPMENT MANUFACTURERS AND PRODUCTS FOR SECONDARY PROCESS IMPROVEMENTS PHASE 1, PROJECT NO. 22126

Recommendation

Adopt Resolution which makes findings pursuant to California Public Contract Code (PCC) Section 3400 authorizing the use of specified equipment manufacturers and products for Secondary Process Improvements Phase 1, Project No. 22126 (Project).

Background Information

The Project will provide major upgrades to the District’s Wastewater Treatment Plant to address aging infrastructure, meet nutrient removal regulatory compliance requirements, and expand treatment capacity. In March 2026, the Board approved prequalifying general contractors and electrical subcontractors for the Project. Following Board approval, the District issued Requests for Statements of Contractor Prequalification on March 18, 2026. The District anticipates advertising for construction bids following completion of the contractor prequalification process.

In completing project design activities and preparing for construction bidding, staff has evaluated several equipment manufacturers and products for incorporation into the Contract Documents. While the Project will be competitively bid, staff is proposing ten equipment manufacturers and products to be specified as proprietary products in the Contract Documents.

Analysis

The proposed specified manufacturers and equipment were selected based on technical evaluation, prior operational experience, reliability, compatibility with existing systems, and ability to meet project design and performance requirements. In addition, standardization of equipment, where practical, supports operational consistency, maintenance efficiency, and spare parts inventory management. Further, certain equipment products are unique to the selected process technology or required to maintain compatibility with existing District infrastructure and control systems.

California PCC generally requires public works projects to permit the substitution of equivalent products and restricts the specification of proprietary products unless the awarding authority makes findings supporting the use of particular manufacturers or products. PCC Section 3400 permits proprietary specifications where standardization, compatibility, performance, or other particular project requirements justify the use of specified equipment. Staff evaluated the proposed products and determined that the specified manufacturers are necessary to achieve compatibility with existing District facilities and systems; maintain operational reliability, operational continuity, and standardization; support long-term maintenance and spare parts availability; and satisfy specific operational and performance requirements. The supporting justification for each specified manufacturer is attached to the Resolution.

Financial Impact

Adoption of these California PCC 3400 findings is not expected to impact project funding needs.

Prepared By:	Sean Williams, Senior Engineer	Attachments	
Reviewed By:	Murat Bozkurt, Engineering Services Director/District Engineer	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

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

(a California Special District)

RESOLUTION NO. 08/2026

**MATTER: ADOPT FINDINGS PURSUANT TO CALIFORNIA PUBLIC CONTRACT CODE
SECTION 3400 AUTHORIZING USE OF SPECIFIED EQUIPMENT
MANUFACTURERS AND PRODUCTS FOR SECONDARY PROCESS
IMPROVEMENTS PHASE 1, PROJECT NO. 22126**

The BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

WHEREAS, the District is undertaking the Secondary Process Improvements Phase 1, Project No. 22126 (“Project”), to provide major upgrades to the District’s Wastewater Treatment Plant to address aging infrastructure, meet nutrient removal regulatory compliance requirements, and expand treatment capacity; and

WHEREAS, California Public Contract Code Section 3400 generally requires public works specifications to permit substitution of equivalent products and materials, unless the governing body makes certain findings, such as findings that a particular material, product, thing, or service is needed “to match other products in use on a particular public improvement” or “to obtain a necessary item that is only available from one source;” and

WHEREAS, District staff and the Project design consultants evaluated equipment manufacturers and products proposed for inclusion in the Project contract documents based on operational reliability, compatibility with existing facilities and systems, maintenance considerations, controls integration requirements, spare parts standardization, and project-specific operational and performance requirements; and

WHEREAS, the District has determined that specification of certain proprietary manufacturers and products is necessary and appropriate in order to maintain compatibility with existing District infrastructure, electrical systems, process controls, supervisory control and data acquisition (SCADA) architecture, operations and maintenance procedures, and spare parts inventory; and

WHEREAS, the District further finds that certain specified equipment incorporates proprietary process technology or specialized operational characteristics necessary to achieve the Project’s intended process performance, operational reliability, and functional integration requirements; and

WHEREAS, staff prepared a “Proprietary Equipment and Product Justification List” documenting the basis for specification of the identified manufacturers and products pursuant to California Public Contract Code Section 3400.

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

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Pursuant to California Public Contract Code Section 3400, the Board hereby finds that the equipment and products identified in the Proprietary Equipment and Product Justification List, attached and incorporated hereto as Exhibit A, are necessary to achieve compatibility, standardization, operational reliability, maintainability, process

integration, cybersecurity consistency, spare parts availability, and other particular operational and functional requirements associated with the Project.

3. The Board further finds that the specified manufacturers and products in Exhibit A are necessary to maintain consistency with existing District infrastructure, facilities, control systems, and maintenance practices, and that allowing unrestricted substitutions could adversely affect operational continuity, maintenance efficiency, system integration, project performance, and long-term lifecycle costs.
4. The Board further finds that certain specified equipment and products in Exhibit A contain proprietary technology or specialized process functionality necessary to satisfy the Project's process performance objectives and operational requirements.
5. The Board hereby authorizes inclusion of the specified manufacturers and products in the Project contract documents consistent with California Public Contract Code Section 3400 and the supporting findings and documentation presented to the Board.
6. District staff and the General Manager, or designee, are authorized to take all actions necessary to implement this Resolution and incorporate the approved proprietary specifications into the Project bidding and contract documents.

PASSED AND ADOPTED on June 10, 2026, by the following vote:

AYES:

ABSENT:

NOES:

ABSTAIN:

I DO HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on June 10, 2026.

ATTEST:

Shanelle Scales-Preston
Board Secretary

RESOLUTION NO. 08/2026 – EXHIBIT A

SECONDARY PROCESS IMPROVEMENTS PHASE 1
PROJECT NO. 22126

PROPRIETARY EQUIPMENT AND PRODUCT JUSTIFICATION LIST

Spec Section	Equipment Type	Manufacturer	Model/Series	PCC Reference
26 25 00	Low Voltage Busway	Eaton	-	§3400(c)(2)
26 50 00	Site Area Light Fixtures	Lithonia	DSX1	§3400(c)(2)
40 05 52	Air Release Valves	Aquestria	A.R.I. D Series	§3400(c)(2)
40 05 52	Combination Air Release/Vacuum Relief Valves	Aquestria	A.R.I. D Series	§3400(c)(2)
40 05 57	Electro-Hydraulic Modulating Actuators	REXA, Inc.		§3400(c)(2)
40 63 43	Programmable Logic Controllers	Schneider Electric	M Series	§3400(c)(2)
46 61 09	Gravimetric Wasting System	World Water Works	inDENSE System	§3400(c)(3)
43 11 14	Master Control Panel for Aeration Control	Schneider Electric	M Series	§3400(c)(2)
46 33 11	Chemical Metering Pumps	Pulsafeeder	Eclipse Series	§3400(c)(2)
46 43 22	Clarifier Equipment	WesTech	-	§3400(c)(2)

Public Contract Code Section 3400

- (a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers.
- (b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.
- (c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:
 - (1) In order that a field test or experiment may be made to determine the product’s suitability for future use.
 - (2) **In order to match other products in use on a particular public improvement either completed or in the course of completion.**
 - (3) **In order to obtain a necessary item that is only available from one source.**
 - (4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals.
(B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

AUTHORIZE ISSUANCE OF THE FOLLOWING PURCHASE ORDERS FOR ONE YEAR BEGINNING JULY 1, 2026: IN AN AMOUNT NOT TO EXCEED \$463,000, POLYDYNE, INC., SUPPLY AND DELIVERY OF DRY POLYMER, AND IN AN AMOUNT NOT TO EXCEED \$156,000, POLYDYNE, INC., SUPPLY AND DELIVERY OF LIQUID POLYMER; AND AUTHORIZE GENERAL MANAGER TO EXECUTE THE FOLLOWING CHEMICAL SUPPLY AGREEMENTS: IN AN AMOUNT NOT TO EXCEED \$636,000, KEMIRA WATER SOLUTIONS, INC., SUPPLY AND DELIVERY OF FERRIC CHLORIDE AND FERROUS CHLORIDE; IN AN AMOUNT NOT TO EXCEED \$518,000, CHEMTRADE CHEMICALS, LLC. US, SUPPLY AND DELIVERY OF ALUMINUM SULFATE; IN AN AMOUNT NOT TO EXCEED \$1,564,000, UNIVAR SOLUTIONS USA, LLC., SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE; AND IN AN AMOUNT NOT TO EXCEED \$162,000, UNIVAR SOLUTIONS USA, LLC., SUPPLY AND DELIVERY OF SODIUM BISULFITE

Recommendations

Authorize issuance of purchase orders for one year beginning July 1, 2026 through June 30, 2027 (Fiscal Year 2026/2027 [FY26/27]) for the following:

- Polydyne, Inc., in an amount not to exceed \$463,000 for supply and delivery of dry polymer.
- Polydyne, Inc., in an amount not to exceed \$156,000 for supply and delivery of liquid polymer.

Authorize the General Manager to execute chemical supply agreements for one year beginning July 1, 2026 through June 30, 2027 (FY26/27) for the following:

- Kemira Water Solutions, Inc., in an amount not to exceed \$636,000 for supply and delivery of ferric chloride and ferrous chloride.
- Chemtrade Chemicals, LLC. US, in an amount not to exceed \$518,000 for supply and delivery of aluminum sulfate.
- Univar Solutions USA, LLC., \$1,564,000 for supply and delivery of sodium hypochlorite.
- Univar Solutions USA, LLC., in an amount not to exceed \$162,000 for supply and delivery of sodium bisulfite.

Background Information

Multiple chemicals are used at the District’s Wastewater Treatment Plant (WWTP) to meet National Pollution Discharge Elimination System (NPDES) permit discharge requirements, ensure effective treatment process performance, provide high-quality recycled water to customers, and control odors. The District is a member of the Bay Area Chemical Consortium (BACC), which administers an annual bidding process for water and wastewater treatment chemicals to reduce unit costs from chemical suppliers and overall costs by collectively pooling chemical volumes. For FY26/27, the District participated in the BACC bidding process and received bids for sodium bisulfite, liquid aluminum sulfate, ferrous and ferric chloride, and sodium hypochlorite. In addition, staff directly negotiated FY26/27 unit costs for dry polymer and liquid polymer.

Analysis

Dry polymer (Clarifloc WE-223) is used in the solids dewatering centrifuge process at the WWTP following anaerobic digestion. In response to a sole-source solicitation issued due to the site-specific

Prepared By:	Jeffrey Beckham, Purchasing Supervisor	Attachments	
Reviewed By:	Mark D. Koekemoer, Resource Recovery Services Director	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

polymer selection needs, Polydyne Inc. agreed to a price of \$3.01 per pound delivered, which represents no cost change from FY25/26.

Liquid polymer (Clarifloc WE-363) is used for solids coagulation at the District's Recycled Water Facility (RWF). In response to a sole-source solicitation issued due to the site-specific polymer selection needs, Polydyne Inc. agreed to a price of \$1.94 per pound delivered, which again represents no change from FY25/26.

Ferric chloride is used to control odors (e.g., hydrogen sulfide concentrations) in the wastewater conveyance system and WWTP headworks, and improve settling and removal rates in the primary clarifiers. The lowest responsive, responsible BACC bidder was Kemira Water Solutions, Inc., at a unit price of \$1,210 per dry ton delivered, which is \$288 per dry ton (19%) less than the FY25/26 unit cost of \$1,498 per dry ton.

Ferrous chloride is used to control biogas quality (e.g., hydrogen sulfide concentrations) at the WWTP, which supports cost-effective cogeneration engine maintenance and overhaul activities. In addition, this chemical is used for odor and corrosion control at pump stations in the wastewater conveyance system. The lowest responsive, responsible BACC bidder was Kemira Water Solutions, Inc. at a unit price of \$1,204 per dry ton delivered, which is \$86 per dry ton (7%) lower than the FY25/26 unit cost of \$1,290 per dry ton.

Liquid aluminum sulfate is used for solids coagulation at the District's RWF prior to settling in the tertiary clarifiers. The lowest responsive, responsible BACC bidder was Chemtrade Chemicals, LLC. US, at \$1.37 per gallon delivered, which is \$0.44 per gallon (47%) higher than the FY25/26 unit cost of \$0.93 per gallon.

Sodium hypochlorite is used for disinfecting both WWTP effluent and recycled water. The lowest responsive, responsible BACC bidder was Univar Solutions USA, LLC., at \$3.45 per gallon delivered, which is \$0.20 per gallon (6%) higher than the FY25/26 unit cost of \$3.25 per gallon.

Sodium bisulfite is used to eliminate residual chlorine from WWTP effluent following disinfection with sodium hypochlorite prior to discharge to receiving waters. The lowest responsive, responsible BACC bidder was Univar Solutions USA, LLC., at \$1.64 per gallon delivered, which is \$0.19 per gallon (13%) higher than the FY25/26 unit cost of \$1.45 per gallon.

Financial Impact

Sufficient funding is available in the adopted FY25/26-FY26/27 Biennial Budget.

Attachments

1. Chemical Supply Agreement Kemira – Ferrous Chloride
2. Chemical Supply Agreement Kemira – Ferrous Chloride
3. Chemical Supply Agreement Chemtrade Chemicals – Aluminum Sulfate
4. Chemical Supply Agreement Univar Solutions USA – Sodium Hypochlorite
5. Chemical Supply Agreement Univar Solutions USA – Sodium Bisulfite

DELTA DIABLO CHEMICAL SUPPLY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2026, by and between the Delta Diablo, a sanitation district formed under the County Sanitation District Act, (“District”), hereinafter referred to as “District”, and Kemira Water Solutions, Inc., hereinafter designated as the “Contractor”.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE 1: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, the Contractor agrees with District to service the contract entitled **“Supply and Delivery of Ferric Chloride”** and to perform all work applicable to the District described in the BACC Bid Contract Documents No. 06-2026 and to perform everything required by this agreement.

District promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and do the work according to the terms and conditions referred to at the unit price as set forth in the bid proposal for North Bay region, and contracts to pay the same, at the time, in the manner, and upon the condition set forth in the specifications; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do agree to the full performance of these covenants.

ARTICLE 3: The BACC Bid Contract Documents 06-2026, and all Addenda issued by BACC prior to the opening of bids are incorporated in and made a part of this agreement.

ARTICLE 4: The Contractor is aware of, and hereby agrees to comply with Section 3700 of the Labor Code requiring every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance before commencing any of the work.

ARTICLE 5: The insurance policies referenced in Section 3.15 of the BACC Bid Contract Documents must include endorsements naming the District, its commissioners, employees, and member agencies including Delta Diablo, the City of Antioch, the City of Pittsburg, and the unincorporated area of Bay Point, along with their directors, councilmembers, officers, officials, and employees as additional insureds.

This Contract’s Expiration Date is June 30, 2027, with an option to extend the contract on a year-to-year basis, not exceed three (3) yearly renewals upon mutual written agreement in accordance with Section 4.9 of the BACC Bid Contract Documents.

District may terminate this Agreement for convenience by providing Contractor 30 days written notice and for cause by providing the Contractor 10 days written notice.

Attachments:

- Appendix A – Bay Area Clean Water Agencies Bid Tabulation – Bid No. 06-2026 Ferric Chloride

I HAVE READ THIS CONTRACT, INCLUDING EACH APPENDIX AND EXHIBIT ATTACHED HERETO, IF APPLICABLE. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

DISTRICT

Signature #1

Vincent P. De Lange
General Manager

Contractor Printed Name and Title

Date

Date

Signature #2

Contractor Printed Name and Title

Date

Unless corporate resolution delegates an individual to sign contracts, a contract with a corporation shall be signed by the President, Vice President or Chairman of the Board (signature 1) **and** the corporation Secretary, Assistant Secretary, Chief Financial Officer/Treasurer or Assistant Treasurer (signature 2).

Appendix A– Bay Area Clean Water Agencies Bid Tabulation – Bid No. 06-2026 Ferric Chloride

Chemical	Ferric Chloride
Cost per Dry Ton	\$1,210.00

DELTA DIABLO CHEMICAL SUPPLY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2026, by and between the Delta Diablo, a sanitation district formed under the County Sanitation District Act, (“District”), hereinafter referred to as “District”, and Kemira Water Solutions, Inc., hereinafter designated as the “Contractor”.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE 1: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, the Contractor agrees with District to service the contract entitled **“Supply and Delivery of Ferrous Chloride”** and to perform all work applicable to the District described in the BACC Bid Contract Documents No. 07-2026 and to perform everything required by this agreement.

District promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and do the work according to the terms and conditions referred to at the unit price as set forth in the bid proposal for North Bay region, and contracts to pay the same, at the time, in the manner, and upon the condition set forth in the specifications; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do agree to the full performance of these covenants.

ARTICLE 3: The BACC Bid Contract Documents 07-2026, and all Addenda issued by BACC prior to the opening of bids are incorporated in and made a part of this agreement.

ARTICLE 4: The Contractor is aware of, and hereby agrees to comply with Section 3700 of the Labor Code requiring every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance before commencing any of the work.

ARTICLE 5: The insurance policies referenced in Section 3.15 of the BACC Bid Contract Documents must include endorsements naming the District, its commissioners, employees, and member agencies including Delta Diablo, the City of Antioch, the City of Pittsburg, and the unincorporated area of Bay Point, along with their directors, councilmembers, officers, officials, and employees as additional insureds.

This Contract’s Expiration Date is June 30, 2027, with an option to extend the contract on a year-to-year basis, not exceed three (3) yearly renewals upon mutual written agreement in accordance with Section 4.9 of the BACC Bid Contract Documents.

District may terminate this Agreement for convenience by providing Contractor 30 days written notice and for cause by providing the Contractor 10 days written notice.

Attachments:

- Appendix A – Bay Area Clean Water Agencies Bid Tabulation – Bid No. 07-2026 Ferrous Chloride

I HAVE READ THIS CONTRACT, INCLUDING EACH APPENDIX AND EXHIBIT ATTACHED HERETO, IF APPLICABLE. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

DISTRICT

Signature #1

Vincent P. De Lange
General Manager

Contractor Printed Name and Title

Date

Date

Signature #2

Contractor Printed Name and Title

Date

Unless corporate resolution delegates an individual to sign contracts, a contract with a corporation shall be signed by the President, Vice President or Chairman of the Board (signature 1) **and** the corporation Secretary, Assistant Secretary, Chief Financial Officer/Treasurer or Assistant Treasurer (signature 2).

Appendix A– Bay Area Clean Water Agencies Bid Tabulation – Bid No. 07-2026 Ferrous Chloride

Chemical	Ferrous Chloride
Cost per Dry Ton	\$1,204.00

DELTA DIABLO CHEMICAL SUPPLY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2026, by and between the Delta Diablo, a sanitation district formed under the County Sanitation District Act, (“District”), hereinafter referred to as “District”, and Chemtrade Chemicals, LLC US, hereinafter designated as the “Contractor”.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE 1: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, the Contractor agrees with District to service the contract entitled **“Supply and Delivery of Aluminum Sulfate”** and to perform all work applicable to the District described in the BACC Bid Contract Documents No. 01-2026 and to perform everything required by this agreement.

District promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and do the work according to the terms and conditions referred to at the unit price as set forth in the bid proposal for North Bay region, and contracts to pay the same, at the time, in the manner, and upon the condition set forth in the specifications; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do agree to the full performance of these covenants.

ARTICLE 3: The BACC Bid Contract Documents 01-2026, and all Addenda issued by BACC prior to the opening of bids are incorporated in and made a part of this agreement.

ARTICLE 4: The Contractor is aware of, and hereby agrees to comply with Section 3700 of the Labor Code requiring every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance before commencing any of the work.

ARTICLE 5: The insurance policies referenced in Section 3.15 of the BACC Bid Contract Documents must include endorsements naming the District, its commissioners, employees, and member agencies including Delta Diablo, the City of Antioch, the City of Pittsburg, and the unincorporated area of Bay Point, along with their directors, councilmembers, officers, officials, and employees as additional insureds.

This Contract’s Expiration Date is June 30, 2027, with an option to extend the contract on a year-to-year basis, not exceed three (3) yearly renewals upon mutual written agreement in accordance with Section 4.9 of the BACC Bid Contract Documents.

District may terminate this Agreement for convenience by providing Contractor 30 days written notice and for cause by providing the Contractor 10 days written notice.

Attachments:

- Appendix A – Bay Area Clean Water Agencies Bid Tabulation – Bid No. 01-2026 for Aluminum Sulfate

I HAVE READ THIS CONTRACT, INCLUDING EACH APPENDIX AND EXHIBIT ATTACHED HERETO, IF APPLICABLE. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

DISTRICT

Signature #1

Vincent P. De Lange
General Manager

Contractor Printed Name and Title

Date

Date

Signature #2

Contractor Printed Name and Title

Date

Unless corporate resolution delegates an individual to sign contracts, a contract with a corporation shall be signed by the President, Vice President or Chairman of the Board (signature 1) **and** the corporation Secretary, Assistant Secretary, Chief Financial Officer/Treasurer or Assistant Treasurer (signature 2).

Appendix A– Bay Area Clean Water Agencies Bid Tabulation – Bid No. 01-2026 for Aluminum Sulfate

Chemical	Aluminum Sulfate 44%-49% Liquid Solution
Cost per Gallon	\$1.3679

DELTA DIABLO CHEMICAL SUPPLY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2026, by and between the Delta Diablo, a sanitation district formed under the County Sanitation District Act, (“District”), hereinafter referred to as “District”, and Univar Solutions USA LLC, hereinafter designated as the “Contractor”.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE 1: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, the Contractor agrees with District to service the contract entitled **“Supply and Delivery of Sodium Hypochlorite”** and to perform all work applicable to the District described in the BACC Bid Contract Documents No. 13-2026 and to perform everything required by this agreement.

District promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and do the work according to the terms and conditions referred to at the unit price as set forth in the bid proposal for North Bay region, and contracts to pay the same, at the time, in the manner, and upon the condition set forth in the specifications; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do agree to the full performance of these covenants.

ARTICLE 3: The BACC Bid Contract Documents 13-2026, and all Addenda issued by BACC prior to the opening of bids are incorporated in and made a part of this agreement.

ARTICLE 4: The Contractor is aware of, and hereby agrees to comply with Section 3700 of the Labor Code requiring every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance before commencing any of the work.

ARTICLE 5: The insurance policies referenced in Section 3.15 of the BACC Bid Contract Documents must include endorsements naming the District, its commissioners, employees, and member agencies including Delta Diablo, the City of Antioch, the City of Pittsburg, and the unincorporated area of Bay Point, along with their directors, councilmembers, officers, officials, and employees as additional insureds.

This Contract’s Expiration Date is June 30, 2027, with an option to extend the contract on a year-to-year basis, not exceed three (3) yearly renewals upon mutual written agreement in accordance with Section 4.9 of the BACC Bid Contract Documents.

District may terminate this Agreement for convenience by providing Contractor 30 days written notice and for cause by providing the Contractor 10 days written notice.

Attachments:

- Appendix A – Bay Area Clean Water Agencies Bid Tabulation – Bid No. 13-2026 Sodium Hypochlorite

I HAVE READ THIS CONTRACT, INCLUDING EACH APPENDIX AND EXHIBIT ATTACHED HERETO, IF APPLICABLE. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

DISTRICT

Signature #1

Vincent P. De Lange
General Manager

Contractor Printed Name and Title

Date

Date

Signature #2

Contractor Printed Name and Title

Date

Unless corporate resolution delegates an individual to sign contracts, a contract with a corporation shall be signed by the President, Vice President or Chairman of the Board (signature 1) **and** the corporation Secretary, Assistant Secretary, Chief Financial Officer/Treasurer or Assistant Treasurer (signature 2).

Appendix A– Bay Area Clean Water Agencies Bid Tabulation – Bid No. 13-2026 Sodium Hypochlorite

Chemical	Sodium Hypochlorite 12.5%
Cost per Gallon	\$3.45

DELTA DIABLO CHEMICAL SUPPLY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July 2026, by and between the Delta Diablo, a sanitation district formed under the County Sanitation District Act, (“District”), hereinafter referred to as “District”, and Univar Solutions USA LLC, hereinafter designated as the “Contractor”.

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE 1: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by District, the Contractor agrees with District to service the contract entitled **“Supply and Delivery of Sodium Bisulfite”** and to perform all work applicable to the District described in the BACC Bid Contract Documents No. 11-2026 and to perform everything required by this agreement.

District promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and do the work according to the terms and conditions referred to at the unit price as set forth in the bid proposal for North Bay region, and contracts to pay the same, at the time, in the manner, and upon the condition set forth in the specifications; and the parties for themselves, their heirs, executors, administrators, successors and assigns, do agree to the full performance of these covenants.

ARTICLE 3: The BACC Bid Contract Documents 11-2026, and all Addenda issued by BACC prior to the opening of bids are incorporated in and made a part of this agreement.

ARTICLE 4: The Contractor is aware of, and hereby agrees to comply with Section 3700 of the Labor Code requiring every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance before commencing any of the work.

ARTICLE 5: The insurance policies referenced in Section 3.15 of the BACC Bid Contract Documents must include endorsements naming the District, its commissioners, employees, and member agencies including Delta Diablo, the City of Antioch, the City of Pittsburg, and the unincorporated area of Bay Point, along with their directors, councilmembers, officers, officials, and employees as additional insureds.

This Contract’s Expiration Date is June 30, 2026, with an option to extend the contract on a year-to-year basis, not exceed three (3) yearly renewals upon mutual written agreement in accordance with Section 4.9 of the BACC Bid Contract Documents.

District may terminate this Agreement for convenience by providing Contractor 30 days written notice and for cause by providing the Contractor 10 days written notice.

Attachments:

- Appendix A – Bay Area Clean Water Agencies Bid Tabulation – Bid No. 11-2026 Sodium Bisulfite

I HAVE READ THIS CONTRACT, INCLUDING EACH APPENDIX AND EXHIBIT ATTACHED HERETO, IF APPLICABLE. I CERTIFY THAT I HAVE THE AUTHORITY TO SIGN AND ENTER INTO THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS.

CONTRACTOR

DISTRICT

Signature #1

Vincent P. De Lange
General Manager

Contractor Printed Name and Title

Date

Date

Signature #2

Contractor Printed Name and Title

Date

Unless corporate resolution delegates an individual to sign contracts, a contract with a corporation shall be signed by the President, Vice President or Chairman of the Board (signature 1) **and** the corporation Secretary, Assistant Secretary, Chief Financial Officer/Treasurer or Assistant Treasurer (signature 2).

Appendix A– Bay Area Clean Water Agencies Bid Tabulation – Bid No. 11-2026 Sodium Bisulfite

Chemical	Sodium Bisulfite 25%
Cost per Gallon	\$1.6350

AUTHORIZE GENERAL MANAGER TO EXECUTE GENERAL SERVICES CONTRACT AND ISSUE PURCHASE ORDER IN THE AMOUNT OF \$413,960, HAZARDOUS MATERIALS INSTITUTE, CONFINED SPACE SERVICES

Recommendation

Authorize the General Manager to execute a three-year general services contract and issue a purchase order in the amount of \$413,960 to Hazardous Materials Institute (HMI) for confined space services for Fiscal Years 2026/2027 (FY26/27), FY27/28, and FY28/29.

Background Information

Operation and maintenance of District facilities periodically requires staff to conduct work in or near confined spaces that are not designed for continuous human occupancy. When entering certain permit-required confined spaces, Cal/OSHA regulations require the use of a rescue person or service to ensure the safety of personnel entering and conducting work. Because specialized equipment and resources are necessary to meet these requirements for certain permit-required confined spaces under both planned and unplanned conditions, staff recommends using contracted services to meet the District's needs.

Analysis

Staff conducted a solicitation process to obtain proposals from qualified and interested service providers. Two confined space rescue service firms responded to the District's request for proposal. Staff reviewed the proposals and selected HMI as the recommended service provider based on qualifications and cost considerations.

Financial Impact

Sufficient funding for this work is available in the adopted FY25/26-FY26/27 Biennial Budget.

Prepared By:	Todd Ravazza, Safety Manager	Attachments	
Reviewed By:	Mark Koekemoer, Resource Recovery Services Director	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input type="checkbox"/> As Listed

APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH MANAGEMENT ASSOCIATION; AND AUTHORIZE GENERAL MANAGER, OR HIS DESIGNEE, TO MAKE NON-SUBSTANTIVE CLERICAL CHANGES AND CORRECTIONS TO MOU

Recommendations

1. Approve Memorandum of Understanding (MOU) with the Management Association (MA), effective July 1, 2026 (Attached).
2. Authorize the General Manager, or his designee, to make non-substantive clerical changes and corrections to the MOU, as necessary, and in coordination with the MA

Background Information

The existing MA MOU was executed in October 2022 with an expiration date of June 30, 2026. The District began negotiating a new labor agreement with the MA in March 2026, and has reached agreement on a new successor MOU. MA membership voted to ratify the agreement on May 14, 2026.

Analysis

Following completion of labor negotiations on new MOU terms and conditions with the MA, staff is recommending the Board approve the new MOU. The new MOU language includes improved accuracy and clarity, ensures compliance with current legal, regulatory, and code requirements, and continues to align employee benefits with peer agencies in the San Francisco Bay Area. Key provisions in the attached draft MOU include the following:

Term: MOU expires on June 30, 2031 (i.e., 5-year term).

Wages: Annual cost-of-living adjustments (COLA) will be provided based on a consumer price index (CPI) with a range between 3.5% to 5.0% in Year 1 (FY26/27) and between 3.0% and 5.0% for Years 2 through 5. At the Board Meeting on June 25, 2026, staff will recommend the Board adopt a resolution approving a 3.5% COLA (CPI = 3.3%, which triggers minimum COLA of 3.5% in range above) for FY26/27 for the MA. The 2026 COLA reductions (y-rating) for Laboratory Manager, Maintenance Manager, and Senior Engineer pursuant to the MA side letter with the District (dated October 24, 2024) will not be implemented as part of the new MA MOU.

Leaves: Administrative leave will be increased to 56 hours per year (from 40 hours per year). Vacation leave accrual rates and number of holidays (fixed, floating) are unchanged from the current MOU.

Health and Wellness Benefits: The District's contribution to active employee medical is unchanged from the current MOU with employees being capped at 100% of the Region 1 CalPERS Kaiser Plan. Future new hire employees may elect to receive cash-in-lieu of medical insurance at the time of hire with proper documentation. Existing employees may elect to receive cash-in-lieu of medical insurance for a qualifying life event on a one-time basis.

Retirement Benefits: Retiree benefits, including medical insurance, remain as provided in the current MOU. The District's contribution to portable Retiree Health Savings Accounts for active employees is unchanged from the current MOU.

Dental and Vision Insurance: In 2026, the District's insurance broker will obtain quotes for multiple dental and vision insurance plans. Upon receipt of quotes, the District will convene a dental/vision

Prepared By:	Brian Thomas, Deputy General Manager	Attachments	
Reviewed By:	Vince De Lange, General Manager	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> As Listed

benefit subcommittee with representation from all three bargaining units to evaluate the quotes. Potential changes to either dental or vision insurance plans are subject to mutual agreement between the District and all three bargaining units, and Board authorization, and would be effective in January 2027, unless otherwise agreed.

Probationary Period: The probationary period for newly-hired and promoted employees will be extended by the length of consecutive or non-consecutive absences of 30 days or more. The District may also extend the probationary period to provide an employee with additional time to obtain required certifications or licenses.

Grievance & Disciplinary Process Cost: The current MOU includes binding arbitration as the final step to resolve grievances and the ability to appeal certain disciplinary actions to an Administrative Law Judge (ALJ). The new MOU includes provisions to allocate the cost for arbitration or an ALJ hearing. The losing party will bear the entire cost of the hearing officer's fees and expenses. In cases of a split decision, the hearing officer has the authority to determine how the costs are divided. Should the hearing officer not determine how the costs are divided, the District and MA will equally share the cost.

The individual Employment Agreements for unrepresented managers provide for the same salary adjustments and benefits as the MA MOU. At the Board Meeting on June 10, 2026, staff will submit an updated Standard Form Employment Agreement template for unrepresented manager for Board consideration to align with the new MA MOU provisions (largely to incorporate increase in annual administrative leave from 40 to 56 hours).

Financial Impact

Sufficient funding is available in the adopted FY25/26-FY26/27 Biennial Budget with a total estimated annual operating cost increase of approximately \$29,000 above financial planning projections and assumptions for next fiscal year for MA members and unrepresented managers. Staff will incorporate the key financial outcomes associated with MOU implementation in future budget development processes and financial planning activities. The District expects the new MOU terms and conditions will continue to provide a long-term financial benefit as insurance premiums and employment status demographics change over time.

Attachment

Draft New Successor MOU with Management Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DELTA DIABLO
AND
MANAGEMENT ASSOCIATION**

July 1, 2026 through June 30, 2031



Table of Contents

Preamble	1
Article 1 - Recognition.....	1
Article 2 - Association Rights.....	1
2.1 Unit Representation and Release Time	1
2.2 Dues	2
2.3 Notice Regarding Classification Changes	2
2.4 Vacant Job Postings.....	2
2.5 No Strike – No Lockout	3
Article 3 - Management Rights	3
Article 4 - Wages	3
4.1 Salary Schedule	3
4.2 Step Advancement	3
4.3 Salary Increases.....	3
4.4 Temporary Upgrade Pay	4
4.5 Supervisor Premium.....	5
4.6 Out-of-Class Pay	5
4.7 Work Periods.....	5
4.8 Overtime	6
Article 5 - Leaves	6
5.1 Holidays.....	6
5.2 Vacation	7
5.3 Emergency Vacation Usage.....	7
5.4 Jury Duty	8
5.5 Bereavement Leave	8
5.6 Administrative Leave.....	9
5.7 Sick Leave	9
5.8 Sick Leave Cash Out	10
5.9 Medical Provider’s Release	10
5.10 Modified Duty Assignment	11
5.11 Sick Leave upon Reinstatement	12
Article 6 - Health and Wellness.....	13
6.1 Medical Coverage.....	13

6.2 Vision Insurance.....	13
6.3 Dental Insurance.....	13
6.4 Life Insurance.....	14
6.5 Long-Term Disability Insurance.....	14
6.6 Employee Assistance Program (EAP).....	14
6.7 Cash In-Lieu of Medical Insurance.....	14
6.8 Flexible Spending Accounts.....	14
6.9 Dependent Care Spending Plan.....	15
6.10 Vaccines and Immunizations.....	15
Article 7 - Retirement.....	15
7.1 Retiree Benefits.....	15
7.2 CalPERS Retirement Benefits.....	15
7.3 Retiree Medical.....	16
7.4 MissionSquare.....	16
Article 8 - Catastrophic Leave Donations.....	17
8.1 Eligibility.....	17
8.2 Donations.....	17
8.3 Benefits.....	18
Article 9 - Grievance Procedure.....	18
9.1 Definitions.....	18
9.2 Grievance Procedure Steps.....	18
9.3 Conduct of the Hearing.....	19
9.4 Costs.....	19
9.5 Final Decision.....	20
Article 10 - Disciplinary Procedure.....	20
10.1 Employee Representation.....	20
10.2 Progressive Discipline.....	20
10.3 Grounds for Discipline.....	20
10.4 Notice.....	21
10.5 Appeal.....	21
10.6 Hearing.....	22
10.7 Final Decision.....	22
Article 11 - Miscellaneous.....	22

11.1 Uniforms	22
11.2 Safety Glasses	22
11.3 Tuition Reimbursement	23
11.4 Certificate Renewal.....	23
11.5 Vehicle Allowance	23
11.6 Safety Shoes.....	23
Article 12 - Deferred Compensation	24
Article 13 - Probationary Period	24
Article 14 - Personnel Files.....	24
Article 15 - Layoffs	25
15.1 Grounds for Layoff	25
15.2 Layoff Procedure	25
15.3 Recall Procedure	25
Article 16 - Savings Clause	25
Article 17 - Retiree Health Funding Plan.....	26
Article 18 - Term	26
Appendix A: Represented Job Classifications	27
Appendix B: MissionSquare Employee Contributions	28

Preamble

This Memorandum of Understanding (MOU) is entered into by Delta Diablo (District) and the Management Association (MA).

Article 1 - Recognition

The District recognizes MA as the exclusive representative for employees in the classifications listed in Appendix A. The MA has three (3) types of employment status: Probationary, Regular Full Time, and Regular Part Time.

Article 2 - Association Rights

2.1 Unit Representation and Release Time

The MA will provide the District with the names of all officers immediately after designation and at the beginning of each calendar year.

The MA may designate a member to serve as the Unit's Safety Representative of the District's facilities. Further, the MA and the District agree to cooperate in the implementation and enforcement of all safety rules and regulations per state and federal requirements.

The officers of the MA, in addition to their regularly assigned duties, are allowed to conduct MA business with the District and/or employees covered in all matters relating to this MOU, providing such activities do not interrupt or interfere with the work of the officers, other employees, or the District.

Release time from an employee's regular work schedule is permitted on District time as follows:

- A. General Meetings: MA general meetings are limited to no more than one (1) meeting per each three (3) month period in non-negotiating years and to no more than one (1) per month on District time during years when a new MOU is being negotiated. Meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the starting time and may not interrupt or interfere with the work of the officers, other employees, or the District. General meetings are limited to a maximum of one hour of District time.
- B. MA Officer Meetings: During non-negotiating years, MA officers are permitted release time from each employee's regular work schedule for up to four (4) meetings per year with a one (1) hour District time limit per meeting. Should an issue arise that requires officer discussion, the District will make every effort to allow the scheduling of an MA officer meeting with sufficient advance notice. During MOU negotiating years, the officers are allowed to meet once per month, (twice per month in months when negotiation meetings are scheduled) with advance scheduling approval and with a one (1) hour District time limit per

meeting. All meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the starting time and may not interrupt or interfere with the work of the officers, other employees, or the District.

- C. Meet and Confer: Employees who are MA Officers or appointed members of the MA bargaining team shall be given reasonable time off with pay to formally meet and confer or consult with management representatives on matters within the scope of representation. Employees who are MA Officers shall be given reasonable time off with pay to be present at hearings where matters within the scope of representation are being considered, and to testify or appear as the designated representative of MA in settlement conferences, hearings, or other proceedings before PERB, in matters relating to an unfair practice charge. All meeting times will be approved by the General Manager or designee seventy-two (72) hours or a reasonable amount of time before the starting time and may not interrupt or interfere with the work of the officers, other employees, or the District.

Time spent conducting MA business outside of the employee's regular work schedule is not compensable.

2.2 Dues

Upon certification from MA that an employee has signed an authorization for the deduction of dues, the District makes payroll deductions in an amount to be determined by the MA and communicated to the District annually. The District will promptly remit deductions to the MA. Employee requests to cancel membership dues deductions must be directed to the MA. Upon notification from the MA that an employee has canceled membership dues, the District will promptly cease deductions from the employee's paycheck. The MA must hold the District harmless from any and all claims and will indemnify it against any unusual costs in implementing these provisions, and indemnify the District for any claims made by the employee for deductions made in reliance on that certification, in accordance with Government Code Section 1157.12(a).

2.3 Notice Regarding Classification Changes

The District provides notice to the MA regarding changes in job classifications or policy that fall within the scope of representation under the Meyers-Milias-Brown Act (MMBA). MA has twenty-one (21) calendar days to request a meet and confer. The District will endeavor to provide notice to the MA prior to implementation regarding changes that fall outside the scope of representation under the MMBA.

2.4 Vacant Job Postings

Vacant job postings are distributed to all employees through District email to allow employees the opportunity to apply for the posted vacancy.

2.5 No Strike – No Lockout

The purpose of this section is to ensure that the health and safety of the public are not compromised due to a failure of District employee(s) to properly operate and maintain District facilities and equipment.

No employee may take part in or call any strike, work slowdown, stoppage, concerted interruption, or impeding of work. No officer or representative of the MA will authorize, approve, or sanction such activities. The MA is not liable for damages or violation by the employees of this Section if the MA does not authorize, approve, or sanction the activity constituting such violations; and if upon being notified by the employer of such activity, the MA promptly uses its best efforts to terminate the activity.

There will be no lockout by the employer during the term of this MOU.

Article 3 - Management Rights

The MA recognizes that the District continues as the sole and exclusive manager of the District's facilities, having all of the power, rights, functions, and authority formerly or usually held by management, except to the extent these are limited by a specific expressed provision of this MOU.

The District may make unilateral changes that do not conflict with the express terms of this MOU. As a courtesy, the District will submit such changes in writing to the MA for comment prior to implementation.

Article 4 - Wages

4.1 Salary Schedule

The salary schedule consists of five (5) steps with five percent (5.0%) between steps.

4.2 Step Advancement

Employees automatically receive an annual step advancement on their anniversary date, until they reach the top step of their salary schedule, unless they receive a performance evaluation prior to their anniversary date where the overall rating is equivalent to "does not meet expectations" or "needs improvement". Anniversary date is defined as the employee's date of hire or last date of promotion, whichever is later. An extension to the employee's probationary period will not alter the employee's anniversary date for the purpose of step advancement. However, an employee will not receive a step increase until they successfully complete the probationary period.

4.3 Salary Increases

Effective the first full pay period following the Board's approval of a successor MOU in 2026, or the first full pay period following July 1, 2026, whichever is later, all classification salary ranges will be increased by a minimum of three and one-half percent (3.5%) and

a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Subject to member ratification and Board approval of this successor MOU, the July 2026 COLA reductions for Laboratory Manager, Maintenance Manager and Senior Engineer pursuant to the side letter between the District and the Association dated October 24, 2024 will not occur. Instead, the Laboratory Manager, Maintenance Manager and Senior Engineer classifications will be eligible for the full COLA that occurs effective the first full pay period following the Board's approval of a successor MOU in 2026, or the first full pay period following July 1, 2026, whichever is later.

Effective the first full pay period following July 1, 2027, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2027. The increase will be a minimum of three percent (3%) and a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period following July 1, 2028, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2028. The increase will be a minimum of three percent (3%) and a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period following July 1, 2029, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2029. The increase will be a minimum of three percent (3%) and a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

Effective the first full pay period following July 1, 2030, all classifications will be increased by the amount of the April-to-April, 12-month movement of the Consumer Price Index (CPI) for April 2030. The increase will be a minimum of three percent (3%) and a maximum of five percent (5.0%) across the board. The applicable CPI is the San Francisco/Bay Area, Wage Earners 1984=100.

4.4 Temporary Upgrade Pay

Employees assigned by the Department Director to work and perform the full duties of a higher classification (Temporary Upgrade Pay) will receive the rate of pay the employee would have received if promoted, but not less than five percent (5.0%), not to exceed the top step of the salary schedule. Employees are not eligible to receive Temporary Upgrade Pay simultaneously with the Supervisor Premium or Out of Class Pay. To be eligible for Temporary Upgrade Pay, the employee must be relieved of their regular job duties during the assignment.

When assigned to temporarily fill a vacant position during recruitment for a permanent appointment, a temporary upgrade assignment will not exceed 960 hours in a fiscal year.

4.5 Supervisor Premium

Employees who are routinely and consistently assigned by the Department Director to supervise in the absence of their immediate supervisor will receive Supervisor Premium in the amount of five percent (5.0%) of their base hourly rate of pay for those hours worked as a supervisor. Employees are not eligible to receive the Supervisor Premium simultaneously with the Temporary Upgrade Pay or Out of Class Pay.

4.6 Out-of-Class Pay

Employees who are assigned in writing by their Department Director to perform work outside of their classification will receive five percent (5.0%) of their base hourly rate of pay for those hours worked. Employees are not eligible to receive Out- of- Class Pay simultaneously with Temporary Upgrade Pay or the Supervisor Premium. During an out-of-class assignment, employees are required to continue to perform some or all of their regular duties in addition to the duties of the higher classification.

4.7 Work Periods

The District establishes working hours that are consistent with the operating requirements and responsibilities of the various divisions. Other work shifts, alternative work schedules, flextime, days, hours, and periods can be established and modified by the District within the limits prescribed by law, based on operating conditions and requirements of the District. If the job requires a change of clothing or uniform, and employees opt to change their uniform at work, they must arrive early enough to change before work begins. Employees are required to be at their assigned work location at their designated starting time.

The regular work period shall consist of a seven (7) day work period which begins Sunday morning at 12:00 a.m., and ends Saturday night at 11:59 p.m. Regular full-time employees will usually be assigned to work five (5) days served in units of eight (8) hours per day during the seven (7) day work period. Regular full-time employees may be assigned to work four (4) days served in units of ten (10) hours per day during the seven (7) day work period, subject to approval of the General Manager or designee.

For employees on alternate work schedules, the regular work period shall consist of beginning and end times determined in accordance with the employee's regular schedule.

For employees assigned to work a 9/80 work schedule (with a regular day off every other week), each employee's designated seven (7) day work period shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off, and end 168 hours later. The following is an example:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
OFF	9	9	9	9	4 - END	OFF
					4 - START	
OFF	9	9	9	9	END/OFF	OFF
					START/OFF	

An employee's regular work schedule cannot be changed without seven (7) calendar days' prior notice.

A workday in relation to holidays, floating holidays, military, jury duty, and other authorized leaves (excluding statutory California Bereavement Leave entitlement) are defined as eight-hour periods, and are credited at an hour-per-hour basis for each day allowed.

4.8 Overtime

Non-exempt employees required to work in excess of forty (40) hours in their designated seven-day work period will be compensated at the rate of one and one half (1.5) times their regular hourly rate of pay. All paid time counts for the purpose of calculating overtime. Employees are entitled to overtime compensation by payment or Compensatory Time Off (CTO) at the employee's option.

Article 5 - Leaves

5.1 Holidays

The District recognizes the following eleven (11) holidays. Full-time employees receive eight (8) hours of pay per holiday.

- New Year's Day
- President's Day
- Martin Luther King Jr.'s Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Regular part-time employees receive a pro-rated holiday pay based on their full-time equivalency.

If the holiday falls on a Saturday, then the holiday is observed on the preceding Friday. If the holiday falls on a Sunday, then the holiday is observed on the following Monday.

Employees will receive twenty-four (24) hours of floating holiday annually on July 1. Floating holidays must be used each fiscal year or they are forfeited.

Employees must be in a full pay status on both their regularly scheduled workdays immediately preceding and immediately following the holiday to be eligible for paid holiday leave on designated holidays. Full pay status is defined as working or on approved paid leave for all regular, scheduled hours. Full pay status includes time when an employee receives wage replacement benefits that are fully integrated with accrued paid leave.

Employees on unpaid leave are not eligible for holiday pay. Unpaid leave includes time when an employee receives wage replacement benefits with no paid leave integration.

5.2 Vacation

Regular full-time employees may use earned vacation time after completing six (6) months of service, unless approved by the General Manager. Regular part-time employees accrue pro-rated vacation based on their full-time equivalency. Upon hire, the General Manager may decide, in their sole discretion, to consider previous employment with the District or with an outside employer to establish the initial vacation accrual rate. Vacation accrues biweekly in accordance with the following schedule:

<u>Years of Service</u>	<u>Bi-weekly Accrual (hours)</u>
0 through 3	3.077
Beginning 4th through 5th	4.615
Beginning 6th through 7th	4.923
Beginning 8th through 9th	5.231
Beginning 10th through 11th	5.538
Beginning 12th through 13th	5.846
Beginning 14th through 15th	6.154
Beginning 16th	6.462
Beginning 17th	6.769
Beginning 18th	7.077
Beginning 19th	7.385
Beginning 20th	7.692

The maximum annual carryover is 400 hours. Any hours earned in excess will be paid out in the final paycheck of the calendar year.

5.3 Emergency Vacation Usage

In the event of an emergency that prevents an employee from reporting to work, an employee may apply for "emergency vacation." It will be at the discretion of the Department Director to determine the validity of using emergency vacation on a case-by-case basis. The normal notification procedures are to be followed for call in.

Circumstances that are outside the control of the employee, which prevent the employee from reporting to work and are not medically related, may qualify the individual for emergency vacation.

5.4 Jury Duty

An employee who is subpoenaed for District related activities to appear in court on matters to which they are not a party or is summoned for jury duty during working hours shall receive a leave of absence with pay for such time, provided that the employee reports to work on any day(s) the employee is released from service at a time when it is feasible to report to work. Employees who receive a subpoena or jury summons shall notify their supervisor within five (5) calendar days of receiving the notice or no later than ten (10) days prior to the date of service.

The employee must submit to their immediate supervisor a completed leave request form, with appropriate documentation that indicates the anticipated day(s) required for attendance. A copy of the leave request form must be attached to the employee's time sheet.

5.5 Bereavement Leave

In the event of an immediate family death, an employee may, after receiving approval, receive bereavement leave with pay not to exceed twenty-four (24) hours. In addition, an employee may take an additional amount of unpaid leave to allow a total bereavement leave of forty (40) hours or five (5) work days, whichever is longer. During the unpaid portion of bereavement leave, an employee may use vacation, accrued and available sick leave, or compensatory time off. Employees may take bereavement leave on a non-consecutive basis in the three (3) months that follow that date of death of the immediate family member.

Immediate family includes the employee's spouse or registered domestic partner, child (including step/foster), parents (including stepparents), parents-in-law, siblings (including step-siblings), grandparents (including step grandparents), and grandchildren (including step/foster grandchildren). An employee may also take paid or unpaid bereavement leave for a designated person. An employee may designate one person per twelve (12) month period to the Human Resources and Risk Manager.

Employees must secure verbal approval from their immediate supervisor prior to the requested leave and must submit a leave request form, for approval, prior to the requested leave date(s), or within three (3) working days following the employee's return to work. A copy of the approved leave request must be attached to the employee's time sheet.

With approval of the employee's supervisor or Division Manager, accrued vacation, compensatory time off, or leave without pay may be used to attend the funeral of family members and friends.

5.6 Administrative Leave

Effective the July 1, 2026, employees who are exempt from overtime requirements under the Fair Labor Standards Act (FLSA) will receive fifty-six (56) hours of Administrative Leave annually on July 1 (Pro Rata). Administrative Leave not used during the fiscal year is forfeited.

5.7 Sick Leave

5.7.1 Accrual

Employees earn 3.69 hours of sick leave per bi-weekly pay period for a total of ninety-six (96) hours per year.

Part-time employees who work thirty (30) or more days within a year from the commencement of employment with the District accrue sick leave on a pro-rated basis, which shall not be less than one (1) hour of sick leave earned for every thirty (30) hours worked. Accrued and unused sick leave carries over to the following year of employment but a part-time employee stops earning sick leave once they have accrued eighty (80) hours or ten (10) work days/shifts of such leave, whichever is greater.

Employees who retire within one hundred twenty (120) days of separation from the District will have unused sick leave credited toward service time in accordance with California Government Code Section 20965 (with 0.004 year of service credit for each unused day of sick leave certified by the District) and CalPERS regulations

5.7.2 Usage

An employee's annual sick leave may be used each calendar year only in the case of:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for the employee themselves or an immediate family member of the employee. Immediate family members are defined as parents, parents-in-law, grandparents, spouse, registered domestic partner, children of any age or dependency status, (including stepchildren and foster children), grandchildren, and siblings.
2. Diagnosis, care, or treatment of an existing health condition of, or preventative care for a "designated person." Employee designation of a "designated person" is limited to one "designated person" per 12-month period for paid sick days.
3. For an employee who is a Victim of a qualifying crime, to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the Victim, to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, or for an employee who is a Victim or has a Family

Member who is a Victim of a Qualifying Act of Violence for purposes listed in Gov. Code § 12945.8(b)(1)-(10).

If all accumulated sick leave is used, use of earned vacation time as sick leave is considered on a case-by-case basis, and requires supervisor's approval.

5.7.3 Sick Leave Notification

Employees are required to give notification of being unable to report to work because of illness, at least one (1) hour prior to normal workdays. This notification is to be given to the employee's immediate supervisor. If the immediate supervisor is not available, then the notice follows the chain of command.

Employees who are out of work due to a prolonged illness are required to contact their direct supervisor on a weekly basis providing status report on current condition, except as provided under the Family Medical Leave Act, California Family Rights Act and/or Pregnancy Disability Act.

In the event of an emergency, employees are to notify the District as soon as possible if they are unable to report to work. Failure to comply with the above will result in the denial of sick leave pay for the day on which notice is not given. Denial of sick leave does not preclude the District from taking further disciplinary action in the case of abuse of the sick leave benefit.

5.8 Sick Leave Cash Out

Employees may cash out sick leave hours up to a maximum cash out of forty (40) hours of sick leave per year, as long as a minimum of forty (40) hours remains in the employee's sick leave bank after the cash out. In order to cash out sick leave, employees must make an irrevocable election to cash out a specified amount of sick leave in the calendar year preceding the year in which the leave is cashed out. Only leave accrued during the year in which leave is cashed out may be cashed out. Pre-elected sick leave cash out will be paid out in the final paycheck of the calendar year.

5.9 Medical Provider's Release

If absence due to illness or injury exceeds five (5) consecutive scheduled working days, the District may, through the Human Resources Office, require a medical provider's release upon the employee's return to work.

The District may require that employees to provide a certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee. An employee who is found to have abused sick leave will be subject to discipline.

All employees who use paid leave to address covered issues related to employee or an employee's family member who are victims of violent crime will provide certification of the need for leave upon the District's request.

In cases where the District has cause to believe it would be in the employee's best interest, for reasons of health and safety, the District may require a Functional Capabilities Evaluation signed by the employee's treating physician or the District's Occupational Health Physician before the employee is allowed to resume full duties after an illness or injury.

In the event the employee is not able to have the Functional Capabilities Evaluation form completed immediately, the District will accept a less complete release signed by a medical provider for a period of five (5) days to allow for the return of the Functional Capabilities Evaluation form.

5.10 Modified Duty Assignment

On a case-by-case basis, upon recommendation of an employee's immediate supervisor, the Human Resources and Risk Manager may authorize the modified employment of a rehabilitating injured employee who is temporarily restricted in ability to perform a full range of the essential functions of their job. Modified (light) duty, in which an employee performs only some of the essential functions of their job, or temporarily performs a different job, shall be distinguished from reasonable accommodation of a qualifying disability, in which an employee continues to perform the essential functions of their regular job with accommodation. Modified duty assignments may occur when a regular employee who has been injured on or off the job has been medically released for limited work based on specified restrictions. The District will require the disabled employee to provide the Human Resources and Risk Manager with the treating physician's statement of work restriction(s) or a status report specifying the employee's anticipated date of return to modified or full duty. Modified duty will be limited to three (3) months unless otherwise approved by the General Manager or designee.

The Human Resources and Risk Manager will notify the employee in writing after receipt of the treating physician's statement of work restriction(s) as to whether a modified duty assignment can be accommodated. Human Resources is the sole judge of what constitutes reasonable and available modified duty based on a case-by-case evaluation of such factors as the nature of the employee's disability and work restriction(s), availability and priority of modified duty work, budgetary circumstances, length of disability, and the mutual welfare of the employee and District operations.

When an employee is assigned modified duty, the employee is compensated for hours worked at their regular rate of pay. If an employee is assigned to modified duty less than full-time, compensation for hours worked may be supplemented by either accrued sick leave, salary continuation, partial worker's compensation disability payments, or other available leave. Benefits will be pro-rated based on hours worked/paid. The District reserves the right to have employees examined by a designated District physician at no cost to the employee prior to authorizing modified duty. There is no limitation on modified

duty hours worked, unless specifically designated in the physician's release. Employees who are found to abuse or fraudulently use these temporary disability provisions may be subject to disciplinary action up to and including termination of employment.

5.11 Sick Leave upon Reinstatement

Employees who are rehired with the District within one (1) year of separation will have their sick leave balances restored.

5.12 Unpaid Leave

Except where required by law (e.g., Family Medical Leave Act (FMLA), California Family Rights Act (CFRA), Pregnancy Disability Leave (PDL)), an employee on unpaid leave will not receive the District's contribution to medical, dental, vision benefits, or accruals of vacation and sick leave.

Employees are required to use all applicable, paid leave accruals before going into unpaid status.

To assure continued insurance coverage, premiums shall be paid by the employee to the District. The employee will be entitled to continued health coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA) Continuation Coverage and is responsible for making a timely election and paying the COBRA premiums.

A. State Disability Insurance (SDI) and Paid Family Leave (PFL)

If an employee is receiving SDI, PFL, or workers' compensation benefits, under no circumstance will the total, combined amount of integrated benefits and paid leave exceed one-hundred percent (100%) of the employee's regular biweekly wages.

For employees, full integration of paid leave (including vacation, sick leave, and leave donations) with SDI, PFL and workers compensation benefits is required, except where the employee is concurrently on designated Family Medical Leave. If an employee is concurrently on designated Family Medical Leave (FMLA/CFRA), the employee may elect to integrate paid leave with SDI/PFL benefits. If an employee on FMLA/CFRA elects to integrate paid leave with SDI/PFL, the employee is required to use a minimum of the amount of paid leave needed to cover the employee's contribution toward group health insurance.

An employee will not use a combination of paid leave and unpaid leave to cover a full workday, full workweek, or full pay period absence, except in the following instances:

1. When an employee integrates paid leave with a wage replacement benefit, such SDI/PFL; and
2. On the workday, or in the workweek or pay period in which the employee exhausts all paid leave, including leave donations.

In order to receive integrated paid leave, the employee will provide District with a copy of their SDI, PFL, Temporary Disability (TD) or Long-Term Disability (LTD) statement showing the amount of benefits and period of time for which the employee received SDI, PFL, TD or LTD benefits. The District will utilize the employee's statement as the basis for integration of paid leave. The District will subtract SDI, PFL, TD or LTD benefits paid to the employee from the employee's gross wages in a pay period, and then divide the remainder by the employee's current hourly rate, totaling the number of leave hours to be deducted from the employee's leave bank.

Article 6 - Health and Wellness

6.1 Medical Coverage

The District contracts for employee, dependents, retirees, and dependents medical insurance benefit plans through the California Public Employees' Retirement System (CalPERS) Public Employees' Medical and Hospital Care Act (PEMHCA). Employee contributions are bi-weekly for the first two (2) pay periods of the month and are pre-tax.

Effective January 1, 2023, the District contributes up to the following amounts towards employee medical insurance coverage and cafeteria plan benefits:

Tier	Medical Benefit	Cafeteria Plan Benefit	Total Benefit
Employee only	Note 1	Note 2	Note 3
Employee plus one	Note 1	Note 2	Note 3
Employee plus family	Note 1	Note 2	Note 3

Note 1: The Medical Benefit will be equal to the Minimum Employer Contribution (MEC) established annually by CalPERS.

Note 2: Cafeteria Plan Benefit will be equal to the difference between the Medical Benefit and the Total Benefit.

Note 3: The total benefit shall be equal to 100% of the Region 1 CalPERS Kaiser plan plus 100% of the dental premium.

Employees must enroll in the District's sponsored dental plan.

6.2 Vision Insurance

The District provides employees with a group vision care plan covering the employee, spouse, and eligible dependents.

6.3 Dental Insurance

The District's dental plan covers the employee, spouse, and eligible dependents.

In 2026, the District shall issue a Request for Quotes for Dental and Vision Insurance Plans. Upon receipt of quotes, the District convene a District-wide dental/vision benefit subcommittee with representation from all bargaining units. Potential changes are subject to mutual agreement of the District and all bargaining units, and Board authorization, and will be effective January 2027 unless otherwise agreed to.

6.4 Life Insurance

The District provides employees with a basic life insurance policy in the amount of their annual salary on January 1.

6.5 Long-Term Disability Insurance

The District provides employees with Long-Term Disability (LTD) insurance.

6.6 Employee Assistance Program (EAP)

The District provides employees with an Employee Assistance Program (EAP).

6.7 Cash In-Lieu of Medical Insurance

Effective January 1, 2023, the District no longer offers medical in-lieu; however, any employee receiving medical in-lieu prior to January 1, 2023, will receive one hundred eighty-five dollars (\$185.00) per pay period in lieu of medical insurance. If at any time the employee enrolls in District medical insurance, they will no longer be eligible for medical in-lieu.

Effective January 1, 2026, a new employee who opts out of District-provided medical insurance for themselves and all qualifying dependents at the time of hire, or an employee who opts out due to a qualifying life event, will receive one hundred eighty-five dollars (\$185.00) per pay period in-lieu of medical insurance.

If at any time the employee enrolls in District medical insurance, they are no longer eligible for cash in-lieu of medical insurance, even if they opt out of District-provided medical insurance again in the future.

In order to qualify for Cash-in-Lieu, an employee must provide reasonable evidence that the employee and the employee's Tax Family has minimum essential coverage through another group health insurance plan. A Tax Family is defined as all individuals for whom the employee reasonably expects to claim a personal exemption deduction for the applicable tax year. Such evidence may include an attestation by the employee, and must be renewed every calendar year.

6.8 Flexible Spending Accounts

Employees may contribute to a Flexible Spending Account (FSA) on a pre-tax basis to assist with the cost of medical/dental/vision expenses, deductibles, and co-payments.

6.9 Dependent Care Spending Plan

Employees may contribute to a Dependent Care Plan on a pre-tax basis to assist with the cost of eligible child or elder care expenses.

6.10 Vaccines and Immunizations

The District pays for all District required vaccines and immunizations of employees.

Article 7 - Retirement

7.1 Retiree Benefits

The District contracts with CalPERS for retirement benefits as follows:

1. Employees hired before July 1, 2012: These employees are provided a retirement benefit of 2.7% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one hundred percent (100%) of their eight percent (8%) employee member contribution on a pre-tax basis.
2. Employees hired after June 30, 2012 and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2% at age 55 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 20037. These employees pay one hundred percent (100%) of their seven percent (7%) employee member contribution on a pre-tax basis.
3. Employees (PEPRA) hired after December 31, 2012, without reciprocity recognized under CalPERS: These employees are provided a retirement benefit of 2% at age 62 formula with the three-year final average compensation period, as defined by CalPERS in Government Code Section 7522.32, subsection (a). These employees pay fifty percent (50%) of the total normal cost (PEPRA Member Contribution Rate) as determined annually by CalPERS on a pre-tax basis.

7.2 CalPERS Retirement Benefits

Retirement plans have the following optional CalPERS retirement benefits:

- Social Security Coverage
- Sick Leave Service Credit
- Standard Non-Industrial Disability
- Pre-Retirement Death Benefit Optional Settlement 2
- Post-Retirement Death Benefits \$500.00 Lump Sum (Increased to two thousand dollars (\$2,000) for any death occurring on or after July 1, 2023)
- 3% Retiree COLA

7.3 Retiree Medical

The retiree must enroll in a Medicare supplemental insurance plan through CalPERS when they become eligible. CalPERS requires that retirees pay their Social Security premium for Medical Part B coverage to remain enrolled in a CalPERS Medicare health plan.

Employees hired before January 1, 2009 who retire after January 1, 2022

The District reimburses these retirees who completed fifteen (15) years of service with the District for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at the employee only, employee plus one, or employee two plus premium minus the District's CalPERS PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees pay three percent (3%) into the District's Other Post-Employment Benefits (OPEB) Trust Fund.

(For Historical Information Purposes Only) Employees hired after December 31, 2008 who retired before July 1, 2022

The District reimburses these retirees based on the 22893 schedule for the greater of Kaiser or Blue Shield Access+ Region 1 health plan at the employee only, employee plus one, or employee two plus premium minus the District's PEMHCA minimum contribution. This vested retiree health benefit right is promised to current retirees who qualified under this section even beyond the term of this MOU.

Employees hired between December 31, 2008 and October 16, 2022

The District reimburses these retirees an amount equal to what the employee would qualify for under Government Code Section 22893, minus the PEMHCA minimum contribution as established annually by CalPERS, subject to the employee retiring from CalPERS within one hundred twenty (120) days of separation from employment with the District. This vested retiree health benefit right is promised to current retirees and future retirees who qualified under this section when they retired even beyond the term of this MOU. These employees pay three percent (3%) into the District's OPEB Trust Fund.

Employees hired after October 15, 2022

These employees receive retiree health contributions in retirement as established in Section 6.1 Medical Coverage, Note 1 (i.e., Minimum Employer Contribution (MEC) established annually by CalPERS), upon retirement, subject to the employee retiring from CalPERS within one hundred twenty (120) days of separation from employment with the District.

7.4 MissionSquare

The District provides employees with a MissionSquare retiree health savings account (a health reimbursement arrangement as described in Internal Revenue Service Notice

2002-45). Employees may withdraw benefits from the plan upon separation from District employment per the requirements of the plan. The District pays the administrative fees as charged by the plan. The MA may set or adjust the employee contribution amount annually by November 15, to be effective the first full pay period in January of the following year. Employee contributions will be listed in Appendix B. The District makes contributions as follows:

- A. For employees hired before January 1, 2009, the District contributes fifteen dollars (\$15.00) per pay period into their MissionSquare Account.
- B. For employees hired between December 31, 2008, and October 16, 2022, the District contributes four hundred dollars (\$400.00) per pay period into their MissionSquare Account.
- C. For employees hired after October 15, 2022, the District contributes one hundred dollars (\$100.00) per pay period into their MissionSquare Account.

Article 8 - Catastrophic Leave Donations

Employees who have exhausted all paid leaves may request catastrophic leave donations through the District for a serious illness or injury to the employee or the employee's spouse or child. Employees may only donate accrued vacation and compensatory time off hours to qualifying employees.

8.1 Eligibility

To be eligible for this benefit, the receiving employee must: (1) Be a regular full-time employee who has passed their initial District probationary period, (2) Have sustained a serious illness or injury to themselves or their spouse or child, which may require confirmation by a physician, (3) Have exhausted all accumulated paid leave including vacation, holiday, sick leave, and/or compensatory time off, (4) Be unable to return to work for at least thirty (30) calendar days from the date of injury, and (5) Have applied for a leave of absence without pay for medical reasons if it affects the employee.

8.2 Donations

Employees who meet the eligibility requirements may request that the District solicit catastrophic leave donations from employees. The District will send the request for donations upon request, but no earlier than one week prior to the exhaustion of their paid leaves.

Accrued vacation leave and compensatory time off may be donated by any regular full-time employee who has completed their initial District probationary period. The total amount of time donated to one employee by another employee may not exceed eighty (80) hours per calendar year.

Donations made by employees are forfeited once made. In the event that the receiving employee does not use all transferred leave for the catastrophic illness/injury, any

balance will remain with that employee until that employee's separation from District service.

In accordance with IRS Ruling 90-20, leave donated will not be considered wages for the employee who surrenders the leave and will therefore not be included in gross income or subject to withholding. An employee who donates leave incurs no deductible expense or loss either upon the donation or use by the recipient.

8.3 Benefits

Vacation and compensatory time off hours donated by employees will be converted to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and is paid at the rate of pay of the receiving employee. While an employee is on leave using donated hours, the employee may not accrue vacation or sick leave. The total leave received by an employee cannot exceed six (6) months.

Article 9 - Grievance Procedure

The purpose of this procedure is an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

9.1 Definitions

A grievance is a complaint of one or more employees or a dispute between the MA and the District involving the interpretation, application, or enforcement of the express terms of this MOU.

A grievant is one (1) or more employees or the MA who submits a grievance

Disciplinary actions of an employee will not be subject to the grievance procedure pursuant to this Article. Those matters will be governed by the disciplinary procedures set forth in this MOU.

The written grievance will include the following:

- a. A statement of the grievance clearly indicating the question raised by the grievance and the article(s) and section(s) of this MOU.
- b. The remedy or correction requested.
- c. The grievance form must be signed and dated by the grievant.

9.2 Grievance Procedure Steps

Step 1

Within thirty (30) calendar days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event, the grievant shall file a formal written grievance with the employee's manager or

designee. Within thirty (30) calendar days of the receipt of the grievance, the manager or designee will investigate the grievance and will provide the grievant a written response.

Step 2

If the grievant is not satisfied with the Step 1 response, the grievant may, within thirty (30) calendar days, file a written appeal to their Department Director. Within thirty (30) calendar days of the receipt of the grievance, the Department Director will investigate the grievance and provide the grievant a written response.

Step 3

If the grievant is not satisfied with the Step 2 response, the MA may, within thirty (30) calendar days, file an appeal to an arbitrator by notifying the Human Resources and Risk Manager in writing. The District will have thirty (30) calendar days to respond to the request. The parties may agree on an arbitrator. If they are unable to do so, the Human Resources and Risk Manager will request a list of arbitrators from the State Mediation and Conciliation Services no more than thirty (30) calendar days from the District's response. The arbitrators must reside in Northern California and have public agency experience. The parties will alternate striking names until one (1) arbitrator remains, the moving party strikes first.

9.3 Conduct of the Hearing

The Human Resources and Risk Manager will be responsible for scheduling and notification as to the time and place of the hearing, and of notifying the Arbitrator of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner.

Employees called as witnesses serve without loss of pay.

An Arbitrator's decision may not alter any provisions of this MOU, any District ordinance or resolution, or any State or Federal law or regulation.

9.4 Costs

The losing party will bear the entire cost of the arbitrator's fees and expenses. In cases of a split decision, the arbitrator has the authority to determine how the costs are divided. Should the Arbitrator not determine how the costs are divided, the District and MA will equally share the cost. Should an Arbitrator require a court reporter, the parties share the cost equally. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

9.5 Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Arbitrator will prepare the record of the hearing and will submit a written decision to the parties. The Arbitrator's decision is final.

Article 10 - Disciplinary Procedure

10.1 Employee Representation

Employees may have a representative present at all stages of the disciplinary process provided that the representative is not a party to the action.

10.2 Progressive Discipline

This District applies the principle of progressive discipline where a disciplinary penalty will depend on multiple factors, including but not limited to the severity of the offense, recidivism, aggravating and/or mitigating circumstances, and the employee's overall disciplinary history, if any. Disciplinary actions may be monetary and/or non-monetary. Examples of disciplinary action include, but are not limited to:

- Written Warnings
- Reprimands
- Reductions in Pay
- Unpaid Suspensions
- Demotions
- Employment Termination

10.3 Grounds for Discipline

Grounds for discipline include, but are not limited to, the following:

- Actual or threatened violence, harassment, and/or abusive treatment of the public or fellow employees.
- Possession, distribution, sale, or use of (or where performance of duties is impaired by) alcoholic beverages or illegal drugs while on District property, while on duty, or while operating a vehicle on District business.
- Theft or unauthorized removal or possession of property or equipment from the District, other employees, or anyone on District property.
- Falsifying, making erroneous entries or material omissions on District records.
- Disorderly and/or unsafe conduct or actions, including violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

- Willful destruction, damage, and/or misuse of property of the District, another employee, or a District visitor.
- Possession or use of dangerous or unauthorized materials, such as explosives, firearms, or other similar items capable of causing great bodily harm or death while on District property, while on duty, or while operating a District vehicle.
- Incompetence, inefficiency, negligence, failure to perform work as required, and/or unsatisfactory performance including quantity and/or quality of work product.
- Violation of established District codes, policies, procedures, or rules and regulations, and/or violation of any lawful or reasonable regulation or order made and given by an employee's supervisor.
- Insubordination, including improper conduct toward a supervisor, or refusal to perform tasks assigned by a supervisor in the appropriate manner.
- Abandonment of position by unauthorized or unexcused absence for two (2) or more consecutive scheduled workdays.
- Excessive (and/or abusive) absenteeism and/or tardiness, including abuse of established sick leave policies, as well as other leave and/or attendance policies.
- Smoking in prohibited areas.
- Engaging in unlawful strikes, individual or group slowdowns or work stoppages, or for violating or ordering the violation of the MOU.

10.4 Notice

The employee and the employee's representative will be given written notice of proposed disciplinary action at least ten (10) calendar days prior to the date of the proposed disciplinary action.

Prior to the effective date of the disciplinary action that results in a pay reduction, unpaid suspension, demotion, or termination, the employee may request a Skelly meeting to discuss the proposed disciplinary action. The employee or their representative may respond to the proposed disciplinary action.

If the District decides to proceed with disciplinary action after the Skelly meeting, the Skelly Officer will prepare a Notice of Discipline including the facts, the discipline imposed, and the employee's appeal right.

10.5 Appeal

An employee or their representative may appeal reductions in pay, unpaid suspensions, demotions, or termination to an Administrative Law Judge by notifying the Human

Resources and Risk Manager within ten (10) calendar days of the issuance of the Notice of Discipline by the Skelly Officer.

The Administrative Law Judge will be assigned by the California Office of Administrative Hearings. The losing party will bear the entire cost of the Administrative Law Judge's fees and expenses. In cases of a split decision, the Administrative Law Judge has the authority to determine how the costs are divided. Should the Administrative Law Judge not determine how the costs are divided, the District and MA will equally share the cost.

10.6 Hearing

The Human Resources and Risk Manager is responsible for scheduling and notifying the employee about the time and place of the hearing, and notifying the Administrative Law Judge of the nature of the proceeding.

Unless otherwise stipulated, the hearing is closed to the public and conducted in an informal manner under the direction and authority of the Administrative Law Judge.

Employees called as witnesses serve without loss of pay.

Should an Administrative Law Judge require a court reporter, the District and the MA share the cost equally. The transcript of the hearing becomes a record of the proceedings for the purpose of any future judicial review.

10.7 Final Decision

Within forty-five (45) calendar days of the conclusion of the hearing, unless waived by the parties, the Administrative Law Judge will prepare the record of the hearing and will submit a written decision of findings of fact, rulings of law (if any), and an advisory decision to the General Manager. Copies will be sent to the parties. The General Manager may either accept or reject Administrative Law Judge's decision and provide the employee and their representative the decision within ten (10) calendar days. The General Manager's decision is final.

Article 11 - Miscellaneous

11.1 Uniforms

The District furnishes work uniforms and laundering service for some MA positions. Employees issued uniforms are required to wear them during working hours. For employees defined as classic by CalPERS, the District reports \$9.58 per pay period to CalPERS as the value of providing these uniforms.

11.2 Safety Glasses

Standard, non-prescription safety eyeglasses are provided to employees. Employees will be reimbursed for the cost of one (1) pair of basic safety prescription lenses and frames up to a total of two hundred seventy-five dollars (\$275.00) per fiscal year. Safety glasses

must be compliant with ANSI Z87.1-2015 or the most recent ANSI standard. The District will replace glasses damaged or broken during the course of their work only in the event the employee has not been negligent.

11.3 Tuition Reimbursement

Employees who are attending an accredited college and working towards the completion of an approved degree or certificate program may receive tuition reimbursement up to three thousand five hundred dollars (\$3,500.00) per fiscal year. Employees may use any unspent funds from the prior fiscal year. Tuition reimbursement may only be used towards approved degrees or programs; the list of approved degrees and programs is maintained on the District's intranet. Tuition reimbursement may be used to cover the cost of tuition, fees, parking, supplies, and books. An employee must receive a letter grade of "C" or better, or "pass" if taken as pass/fail to be eligible for reimbursement

Employees who wish to participate in the District's tuition reimbursement program must submit a proposed education plan signed by their college counselor to the Human Resources and Risk Manager for approval prior to enrollment.

The MA may submit degrees or certificate programs for consideration to the Human Resources and Risk Manager to be added to the list of approved degrees or programs. The request to add any degree or program must include the full college course outline and curriculum of the degree or program, all required classes, and an explanation of the benefit to the District. The MA will receive a response approving or denying the request within thirty (30) calendar days of submission of all required materials.

11.4 Certificate Renewal

Employees are reimbursed for the cost of attaining mandatory and voluntary certifications related to their employment with the District, including approved course reviews, application fees, and renewal certification costs provided the employee successfully pass the examination. Employees must receive prior approval from the Department Director to receive reimbursement. Employees who receive certification reimbursement or awards are responsible for keeping that certificate current.

11.5 Vehicle Allowance

The Operations Manager, Maintenance Manager, Laboratory Manager, and Senior Engineer classifications will receive a vehicle allowance of five hundred dollars (\$500.00) per month.

11.6 Safety Shoes

The District will provide employees upon hire and annually on July 1, reimbursement for the purchase of one pair of safety shoes, as well as laces and inserts, up to a total cost of two hundred fifty dollars (\$250.00) per year. If an employee provides appropriate proof of damage, the District will purchase a second pair of shoes for the employee. Safety

shoes must at a minimum be water-resistant and meet ASTM safety shoe requirements (currently ASTM F2413-18).

Article 12 - Deferred Compensation

Employees hired before July 1, 2012, will receive a matching contribution up to four percent (4.0%) into their 457(b) plan or 401(a) plan.

Employees hired after June 30, 2012, and employees hired on or after January 1, 2013, with reciprocity recognized under CalPERS will receive a matching contribution up to four percent (4.0%) plus an actuarially calculated additional Applicable Percentage contribution to their 401(a) plan. "Applicable Percentage" means the difference between the Total Employer Normal Cost percentages for each fiscal year for the 2.5% at age 55 and the 2.0% at age 55 formula, as actuarially determined annually by CalPERS. The Applicable Percentage will take effect annually on the first full pay period of the fiscal year.

Employees (PEPRA) hired after December 31, 2012, without reciprocity recognized under CalPERS will receive a matching contribution equal to 50% of their CalPERS employee member contribution, not to exceed four percent (4.0%), into their 401(a) plan.

Article 13 - Probationary Period

New employees serve a probationary period of twelve (12) months (2,080 hours) of actual and continuous service. Employees promoted to a new position serve a probationary period of six (6) months (1,040 hours) of actual and continuous service.

The probationary period is part of the examination process and is used to determine whether work performance or work-related behavior meets the required standards of the position. The release from probation is not subject to appeal.

The probationary period is automatically extended by the length of consecutive or non-consecutive absence(s) of thirty (30) calendar days or more. The probationary period can also be extended by the District to enable the employee to obtain certification(s)/license(s) that are required in order to pass the probationary period, up to three (3) months for promoted employees and six (6) months for new hires. Probationary period extensions require full execution of the District's personnel action form.

The District will endeavor to provide probationary employees with quarterly evaluations.

Article 14 - Personnel Files

An employee or representative, on presentation of written authorization from the employee, has access to the employee's personnel file on request. The District shall furnish the employee copies of all performance evaluation reports and letters of reprimand or warning prior to placement of such documents into the employee's personnel file. Employees are required to acknowledge the receipt of any document entered into their personnel file without prejudice to subsequent arguments concerning the contents of such documents.

An employee who disagrees with the contents of a letter of reprimand or warning, which is placed in the employee's personnel file, may submit a written response within thirty (30) calendar days and have such response placed in the employee's personnel file.

Counseling memoranda and written reprimands will be removed from the employee's personnel file three (3) years following the issuance, providing there has been no recurrence of discipline.

Article 15 - Layoffs

15.1 Grounds for Layoff

Employee(s) may be laid off when the position is no longer necessary, for reasons of economy, lack of work, lack of funds, if the position can be consolidated with another position, or for such reason(s) that the District deems sufficient for abolishing the position(s).

15.2 Layoff Procedure

When a reduction in workforce becomes necessary, layoff(s) are accomplished by first determining the number of positions within each class that will be reduced. Layoffs are determined by classification seniority, which is defined by time in class plus higher class(es) within the classification series. An employee who is being laid off has the option of bumping to a previously held position based on classification seniority. Laid off employees will be placed on a recall list for a period of two (2) years.

15.3 Recall Procedure

When a vacancy exists and employees are to be recalled, notice of the opening(s) are sent to the last mailing address as furnished by the laid off employee. This recall notice is by certified mail and the employee has twenty-one (21) days to accept the offer of reemployment from the postmark date on the recall notice. Employees are required to report to work within twenty-eight (28) days of the postmark date on the recall notice. Notices will also be sent via email to the employee's last known email address, and as a courtesy via email to the MA Chair. To expedite the recall, more than one employee may be notified of an opening, but priority will be given to the employee who was laid off last. Employees are allowed to decline a recall one (1) time during the duration of the recall list. Declining a second recall opportunity will permanently remove an employee from the recall list.

Article 16 - Savings Clause

If any provision of this MOU should be held invalid by operation of law or any court of competent jurisdiction, the remainder of this MOU is not affected and remains in full force and effect. In the event of invalidation of any provision of this MOU, the parties will enter into negotiation through the meet and confer process, within thirty (30) days or as soon as reasonably practical for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 17 - Retiree Health Funding Plan

The Delta Diablo Retiree Health Funding Plan, effective July 1, 2010, as amended by this MOU will remain in effect.

Article 18 - Term

The MOU is effective on July 1, 2026, and remains in full force and effect until June 30, 2031. This MOU supersedes and replaces all previous obligations whether written, oral, expressed, or implied, and may only be changed by mutual written agreement. The parties will endeavor to begin negotiations prior to April 1, 2031.

SO AGREED:

Date: _____

Date: _____

Delta Diablo

Management Association

Monica Wilson
Chair, Board of Directors

Jason Piper
IT Manager

Vince De Lange
General Manager

Todd Ravazza
Safety Manager

Brian Thomas
Deputy General Manager

Kelly M. Tuffo
Liebert Cassidy Whitmore

Appendix A: Represented Job Classifications

Environmental Programs Manager

Finance Manager

Government Affairs Manager

Human Resources Analyst I

Human Resources Analyst II

Information Technology Manager

Laboratory Manager

Maintenance Manager

Operations Manager

Principal Engineer

Public Information Manager

Purchasing Manager

Safety Manager

Senior Accountant

Senior Engineer

Appendix B: MissionSquare Employee Contributions

APPROVE REVISED STANDARD FORM EMPLOYMENT AGREEMENT TEMPLATE AND AUTHORIZE GENERAL MANAGER TO EXECUTE SUCH AGREEMENTS WITH DEPUTY GENERAL MANAGER, OFFICE MANAGER/SECRETARY TO THE BOARD, BUSINESS SERVICES DIRECTOR, ENGINEERING SERVICES DIRECTOR/DISTRICT ENGINEER, RESOURCE RECOVERY SERVICES DIRECTOR, AND HUMAN RESOURCES AND RISK MANAGER, EFFECTIVE JUNE 11, 2026

Recommendation

Approve revised Standard Form Employment Agreement template and authorize General Manager to execute such agreements with Deputy General Manager, Office Manager/Secretary to the Board, Business Services Director, Engineering Services Director/District Engineer, Resource Recovery Services Director, and Human Resources and Risk Manager, effective June 11, 2026.

Background Information

The General Manager and the Executive Team (Deputy General Manager, Office Manager/Secretary to the Board, Business Services Director, Engineering Services Director/District Engineer, and Resource Recovery Services Director) are unrepresented, “at-will” positions with individual employment agreements with the District. In addition, the Human Resources and Risk Manager position is unrepresented with an individual employment agreement. The employment agreements for these positions generally provide the same terms and conditions as those applicable to the Management Association (MA) bargaining unit members.

In August 2016, Senate Bill 1436 (SB 1436) was signed into law, which included amendments to Government Code (GC) Section 54953. SB 1436 requires the governing body of a local agency to present an oral report summarizing any recommended final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits for local agency executives in open session prior to formally voting on the changes. The official vote must be conducted in open session at the same meeting in which the final action is taken and, as applicable, at a regularly scheduled Board Meeting, since GC Section 54956 prohibits special meetings regarding the salaries, salary schedules, or fringe benefit compensation of a local agency executive, except in connection with a local agency budget discussion. SB 1436 went into effect on January 1, 2017. In October 2025, Senate Bill 707 (SB 707) was signed into law, further amending GC Section 54953 to expand this oral report requirement. Effective January 1, 2026, prior to taking final action, the governing body must orally report in open session a summary of the recommendation for final action on salaries, salary schedules, or fringe benefit compensation not only for local agency executives, as defined in GC Section 3511.1, but also for department heads or other similar administrative officers of the local agency. Similarly, newly executed or renewed employment agreements between a local agency and its officers or employees are required to contain specific, statutorily required reimbursement provisions pursuant to GC Section 53243, where applicable. GC Section 53243 provides that any contract executed or renewed by a local agency that provides paid leave salary pending an investigation must require reimbursement of that salary if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

Prepared By:	Brian Thomas, Deputy General Manager	Attachments	
Reviewed By:	Brian Thomas, Deputy General Manager	<input type="checkbox"/> None	<input type="checkbox"/> Scope/Budget
Approved By:	Vince De Lange, General Manager	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract
File No.	BRD.01-ACTS	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> As Listed

The employment agreement for the General Manager, who was hired effective May 30, 2017, was executed in full compliance with SB 1436 and contains the statutorily-required language specified in GC Section 53243.

At its June 13, 2018 meeting, the Board approved revised employment agreement templates for the Executive Team and Human Resources and Risk Manager that contain the statutorily-required language specified in GC Section 53243 and authorized the General Manager to execute new agreements with incumbents and new staff upon hire.

Analysis

The District reached tentative agreement with MA for a successor MOU subject to Board approval at the June 10, 2026 meeting. The new MA MOU, if approved, would increase administrative leave for MA members to 56 hours per fiscal year (from 40 hours per fiscal year).

As noted above, unless explicitly stated in the individual employment agreements, unrepresented employees receive the same benefits, terms, and conditions as those applicable to MA members. The current employment agreements for unrepresented employees contain a provision stating that these employees receive 40 hours of administrative leave per fiscal year. The proposed revised Standard Form Employment Agreement template would increase administrative leave to 56 hours per fiscal year (pro rata for the first year of employment), clarify vacation leave accrual rate at time of hire, identify classifications eligible to receive a vehicle allowance, and make other minor administrative revisions, such as aligning compensation bases with the District’s current salary schedule format.

If approved by the Board, the General Manager will execute new Employment Agreements with the incumbent unrepresented employees.

Financial Impact

None.

Attachment

Revised Standard Form Employment Agreement for Unrepresented Employees

Employment Agreement

Delta Diablo, a public sanitation district, hereafter referred to as “DISTRICT”, and *[name]*, hereafter referred to as “EMPLOYEE”, in consideration of the mutual promises made herein, agree as follows:

1. **Effective Date.** The effective date of this Employment Agreement (Agreement) is *[date]*.
2. **Term of Employment.** EMPLOYEE’S employment with DISTRICT shall commence on *[date of hire]*.
3. **Employment and Duties.**

(a) DISTRICT hereby employs EMPLOYEE as *[job title]*, and EMPLOYEE shall provide all necessary services required to oversee and supervise the operations and administrative activities of the *[Department or Specified Authority]*.

EMPLOYEE’S services shall be performed in accordance with all applicable laws and all policies, ordinances, resolutions and regulations of DISTRICT and shall include all duties as may be assigned by DISTRICT’S General Manager, including, but not limited to those duties specified in the DISTRICT job description for the *[job title]* as it may be amended from time to time.

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

4. **At Will Employment.** EMPLOYEE is an “at will” employee of DISTRICT and serves at the pleasure of the DISTRICT’S General Manager. This agreement and the relationship created hereby may be terminated at any time at the will of the DISTRICT’S General Manager, in his sole discretion, with or without cause, as provided in Section 9, “Termination” below. This Agreement prevails over any other DISTRICT policies and procedures that might provide for an employment status other than “at will.”

5. **Compensation.**

(a) In consideration of EMPLOYEE’S services to DISTRICT, the DISTRICT shall pay EMPLOYEE a bi-weekly salary of \$*[bi-weekly salary]* (*\$annual salary* annually), in accordance with the approved salary schedule for Unrepresented Managers. The salary will be paid in equal bi-weekly payments at the same time as DISTRICT pays its other employees.

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



to members of the Management Association.

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

(d) These amounts may be subject to increase pursuant to Section 7, "Evaluation" below.

6. **Benefits.** Except as provided in Section 5 above and in this Section 6, on the same terms and conditions as are applicable to the Management Association, EMPLOYEE shall receive the same employment benefits as are provided to members of the Management Association, in accordance with DISTRICT policies governing such matters as may be in effect from time to time, except to the extent such benefits conflict with this Agreement. The benefits EMPLOYEE shall receive that differ from those provided to the Management Association are the following:

(a) At DISTRICT's option, DISTRICT shall either allow EMPLOYEE to use a DISTRICT vehicle for DISTRICT business and commute purposes or shall pay EMPLOYEE a monthly vehicle allowance of \$500.00 as compensation to EMPLOYEE for use of his/her personal automobile in the course and scope of his/her employment. *[Only applicable to Deputy General Manager, Business Services Director, Engineering Services Director/District Engineer, and Resource Recovery Services Director classifications]*

(b) DISTRICT shall credit EMPLOYEE with a vacation at an accrual rate of *[GM will specify a rate between 10 and 16.6]* hours per month.

(c) Effective July 1, *[year]* and each July 1 thereafter, DISTRICT shall credit EMPLOYEE with 56 hours of Administrative Leave (pro rata for the first year of employment). EMPLOYEE may not carry-over Administrative Leave to a subsequent fiscal year. If EMPLOYEE has Administrative Leave accruals that have not been used either in the last pay period of the fiscal year or at the time EMPLOYEE separates from employment with DISTRICT, such accruals may not be paid out as cash compensation.

7. **Evaluation.** The DISTRICT'S General Manager or his designee will evaluate EMPLOYEE'S performance after twelve months of employment, and annually thereafter. Based on a satisfactory rating on the annual performance evaluation, the DISTRICT'S General Manager may, in his sole discretion, advance EMPLOYEE'S salary step on the established salary schedule for the *[job title]* job classification.
8. **Administrative Leave.** At any time in his sole discretion, DISTRICT'S General Manager may relieve EMPLOYEE of his/her duties and hereunder by placing him/her on administrative leave at the salary and compensation levels specified in this Agreement. If EMPLOYEE is placed on administrative leave pending an investigation of his/her actions or omissions and is subsequently convicted of a crime involving abuse of his/her *[job title]* position, as defined in Government Code section 53243.4, EMPLOYEE must reimburse DISTRICT for all salary payments provided to him/her during the administrative leave.
9. **Termination.**

(a) By DISTRICT on Sixty Days' Notice. At his/her sole discretion, DISTRICT'S General Manager may terminate this Agreement any time upon sixty (60) days' prior written notice to EMPLOYEE. Such termination shall be effective on the sixtieth day.

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

(c) By EMPLOYEE on Sixty Days' Notice. At his/her sole discretion, EMPLOYEE may terminate this Agreement during its term any time upon sixty (60) days' prior written notice to DISTRICT'S General Manager. Such termination shall be effective on the sixtieth day.

(d) This Agreement may be terminated at any time by mutual written consent of DISTRICT'S General Manager and EMPLOYEE.

(e) If this Agreement is terminated under any of the above subsections and the parties enter a settlement agreement related to termination of this Agreement, the maximum cash settlement that EMPLOYEE may receive shall not exceed four months' salary. If this Agreement is terminated under any of the above subsections and EMPLOYEE is subsequently convicted of a crime involving abuse of his *[job title]* position as defined in Government Code Section 53243.4, EMPLOYEE must reimburse DISTRICT for any cash settlement that he received related to termination of this Agreement, including any severance pay.

10. **District Property.** EMPLOYEE shall be entitled to use all of DISTRICT'S offices, facilities, and equipment for the purposes of fulfilling his/her responsibilities under this Agreement. Upon either termination of this Agreement, however effected, or when requested by DISTRICT'S General Manager, EMPLOYEE shall immediately turn over to DISTRICT all of its property, including all items used by EMPLOYEE in rendering services hereunder or otherwise, that may be in EMPLOYEE'S possession or under his/her control.
11. **Prohibition of Assignment.** Neither party may assign or transfer any rights granted or obligations assumed under this Agreement.
12. **Amendment.** This Agreement may be amended only by a written document executed by each party hereto.
13. **Choice of Law.** This contract is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California. Any action relating to this contract shall be instituted and prosecuted in the courts of Contra Costa County, State

of California.

14. **Waiver.** The parties hereto shall not be deemed to have waived any of their respective rights under this Agreement unless the waiver is in writing and signed by the party whose rights are deemed to have been waived. A waiver of a right on one occasion shall not operate as a waiver of that right on a future occasion.
15. **Notice.** Any notice required by this Agreement to be given by one party to the other shall be sufficient if given to the party by personal delivery or if mailed to the party by first class mail postage prepaid, addressed as follows:

If to DISTRICT:

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

If to EMPLOYEE:

Employee Name
Address
City, State Zip

16. **Entire Agreement.** This Agreement constitutes the entire agreement between DISTRICT and EMPLOYEE pertaining to the subject matter, and supersedes all prior or contemporaneous written or verbal agreements and understandings between EMPLOYEE and DISTRICT. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.
17. **Signatures.** The following signatures attest the parties' agreement hereto:

Executed at Antioch, California this _____ day of _____.

DELTA DIABLO

EMPLOYEE

By: _____
Vince De Lange
General Manager

Employee Name
Employee Title