

AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS

DELTA DIABLO (a California Special District)

2500 Pittsburg-Antioch Highway | Antioch, CA 94509

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

WEDNESDAY, DECEMBER 21, 2022

4:30 P.M.

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

The Board of Directors Meeting on December 21, 2022 will not be physically open to the public and all Board Members will be teleconferencing into the meeting. Members of the public can observe the meeting by following the steps listed below to view and listen to the Board Meeting.

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

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

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

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

- **Using your computer, access the Zoom meeting at: <https://us02web.zoom.us/j/87998590147>**

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

- **Using your telephone, access the Zoom meeting by dialing (669) 900-6833**
- **Meeting ID: 879 9859 0147**

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

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WEDNESDAY, DECEMBER 21, 2022

4:30 P.M.

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PUBLIC COMMENTS

D. DELIBERATION

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

E. RECOGNITION

- 1) **Introduction** of Jose Aparicio, WWTP Operator-in-Training, to the District (Joaquin Gonzalez)
- 2) **Introduction** of Wilfredo Martinez, Electrical/Instrumentation Technician II, to the District (Dean Eckerson)
- 3) **Introduction** of Miracle Odurukwe, Environmental Compliance Specialist I, to the District (Michael Placencia)
- 4) **Congratulate** Taylor Schofield, WWTP Operator III, on Her Promotion (Joaquin Gonzalez)

F. CONSENT CALENDAR

- 1) **Approve** Minutes of the Board of Directors Meeting, November 9, 2022 (Cecelia Nichols-Fritzler)
- 2) **Approve** Delta Diablo Board of Directors Meeting Schedule for 2023 (Cecelia Nichols-Fritzler)
- 3) **Receive** District Monthly Check Register, October 2022 (Eka Ekanem)
- 4) **Authorize** General Manager to Execute Amendment No. 1 to General Services Contract, Extending the Term for One Year, January 1, 2023 through December 31, 2023, and **Authorize** Payment in the Amount of \$138,000 for a New Total Contract Amount Not to Exceed \$276,000, Northpoint Security Services, Inc., Site Security Services (Joaquin Gonzalez)

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- 5) **Authorize** General Manager to Execute Modified General Services Contract in the Amount of \$15,000, USA Scales Inc., dba Quality Scales Unlimited, Certified Truck Scale Services (Dean Eckerson)
- 6) **Authorize** General Manager to Execute an Administrative Services Agreement with MissionSquare Retirement, a Nonprofit Corporation, to Provide and Administer a Retirement Health Savings Program in Accordance with Memoranda of Understanding with Professional and Technical, and Management Association Bargaining Units (Brian Thomas)
- 7) **Authorize** General Manager to Execute Amendment No. 1 to Consulting Services Contract in the Amount of \$242,956, for a New Total Contract Amount Not to Exceed \$1,144,574, Psomas, Construction Management Services, Treatment Plant Electrical Switchgear Replacement, Project No. 17120 (Simon Kobayashi)
- 8) **Authorize** General Manager to Execute Amendment No. 4 to Construction Services Contract in the Amount of \$23,500, for a New Total Contract Amount Not to Exceed \$1,710,600, J.W. Backhoe & Construction, Inc., Construction Services, Bridgehead Pipeline Replacement, Project No. 21123 (Celia Kitchell)
- 9) **Approve** Reappropriation of Capital Improvement Program Budget Carried Forward from Fiscal Year 2021/2022 to Fiscal Year 2022/2023; and Adjustment and/or Closing of CIP Projects in Fiscal Year 2021/2022 (Anika Lyons)
- 10) **Authorize** General Manager to Execute Waste Service Agreement in the Amount of \$5,000, Asbury Environmental Services, dba World Oil Environmental Services, Waste Transportation and Disposal Services (Dean Eckerson)

G. PRESENTATIONS AND REPORTS

None.

H. MANAGER'S COMMENTS

I. DIRECTORS' COMMENTS

J. CORRESPONDENCE

Receive Monthly Lobbyist Report Dated November 2022, Key Advocates, Inc., Western Recycled Water Coalition (Thank Vo)

K. CLOSED SESSION

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

Agency Negotiators: Vince De Lange, Michael Jarvis

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

Unrepresented Employees: All unrepresented employees

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L. ADJOURNMENT

The next Board of Directors Meeting is scheduled for January 11, 2023, at 4:30 p.m. The Delta Diablo Integrated Financing Corporation Board of Directors Meeting will begin immediately following adjournment of the Board of Directors Meeting.

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



December 21, 2022

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

Recommendations

1. Find that the following circumstances exist: (a) the Statewide state of emergency continues to directly impact the ability of the Board of Directors, in all its capacities, and its subcommittees and advisory bodies, to meet safely in person because the COVID-19 community transmission level in the County remains in the “high” category, the highest of the community transmission levels established by the Centers for Disease Control and Prevention (CDC); and (b) the predominant variant of COVID-19 being identified continues to be the Omicron variant and its subvariants, the impact of which on the spread of COVID-19 has shown to dramatically increase COVID-19 transmission; and (c) as of December 7, 2022, current trends in the case rate, test positivity rate, hospitalization rate, and wastewater sampling rates in the County are increasing; and (d) the Contra Costa County Health Officer encourages online meetings (i.e., teleconference meetings), where practical, as these meetings present the lowest risk of transmission of the virus that causes COVID-19, and for social distancing to remain in effect.
2. Authorize the Board of Directors, in all its capacities, and its Subcommittees, to conduct teleconference meetings under Government Code (GC) Section 54953(e).
3. Determine that these bodies will hold virtual meetings for the next 30 days.
4. Direct the General Manager to return to the Board, acting in all its capacities, within 30 days with an item to reconsider the state of emergency.

Background Information

On October 13, 2021, November 17, 2021, January 12, 2022, March 30, 2022, June 22, 2022, and September 14, 2022, the Board adopted Resolution Nos. 15/2021, 19/2021, 05/2022, 08/2022, 09/2022, and 18/2022, respectively, which authorized the Board, in all its capacities, and subcommittees, to conduct teleconferencing meetings under GC Section 54953(e). In addition, the Board also authorized the continuance of teleconference meetings at its December 8, 2021, February 9, 2022, April 20, 2022, May 11, 2022, July 13, 2022, October 12, 2022, and November 9, 2022 meetings.

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

- § Agency must provide notice of the meeting and post an agenda as required by the Brown Act and Better Government Ordinance, but the agenda does not need to list each teleconference location or be physically posted at each teleconference location.
- § Agenda must state how members of the public can access the meeting and provide public comment.
- § Agenda must include an option for all persons to attend via a call-in or internet-based service.
- § Body must conduct the meeting in a manner that protects the constitutional and statutory rights of the public.



- § If there is a disruption in the public broadcast of the meeting, or of the public’s ability to comment virtually for reasons within the body’s control, the legislative body must stop the meeting and take no further action on agenda items until public access and/or ability to comment is restored.
- § Local agencies may not require public comments to be submitted in advance of the meeting and must allow virtual comments to be submitted in real time.
- § Body must allow a reasonable amount of time per agenda item to permit members of the public to comment, including time to register or otherwise be recognized for the purposes of comment.
- § If the body provides a timed period for all public comment on an item, it may not close that period before the time has elapsed.
- § AB 361 sunsets on January 1, 2024.

Analysis

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

The Board last made the required findings and approved continuing special teleconference meetings and rules on November 9, 2022. The Board can again make these findings. The statewide state of emergency continues to exist, and the state emergency continues to directly impact the ability of the Board of Directors, in all its capacities, and its subcommittees to meet safely in person. The current trends as of December 7, 2022, in COVID-19 case rate, test positivity, COVID-19 hospitalizations, and COVID-19 wastewater surveillance are increasing. In addition to this, the predominant variant of COVID-19 being identified continues to be the Omicron variant and its subvariants, the impact of which on the spread of COVID-19 has shown to dramatically increase COVID-19 transmission.


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

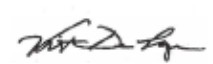
Fiscal Impact

None.

Attachments

Draft Resolution Authorizing Teleconference Meetings

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

Reviewed by: 
Vince De Lange
General Manager

cc: District File No. BRD.01-ACTS



BEFORE THE BOARD OF DIRECTORS
OF DELTA DIABLO

Re: Authorizing Teleconference Meetings)
Under Government Code Section) RESOLUTION NO. 24/2022
54953(e), Assembly Bill 361)

THE BOARD OF DIRECTORS OF DELTA DIABLO HAS DETERMINED THAT:

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

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

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

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

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

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

WHEREAS, on December 7, 2022, the Contra Costa County Health Officer issued recommendations for safely holding public meetings that include recommended measures to promote social distancing; and

WHEREAS, the Contra Costa County Health Officer encourages, where practical, online meetings (i.e., teleconferencing meetings), as these meetings present the lowest risk of transmission of SARS CoV-2, the virus that causes COVID-19. Further, as of December 7, 2022, the COVID-19 case rate, test positivity, COVID-19 hospitalizations, and COVID-19 wastewater surveillance data are increasing. In addition to this, the Omicron variant and its subvariants are the predominant variants in the County. These variants have been shown to dramatically increase COVID-19 transmission.

ITEM D
Attachment

WHEREAS, as of December 7, 2022, the Centers for Disease Control and Prevention (CDC) reports a community transmission rate (seven-day average) within the County of 195.05 cases per day per 100,000 people. This places the County in the “high” community transmission tier, the highest of the CDC’s community transmission tiers.

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

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

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

PASSED AND ADOPTED on December 21, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of Delta Diablo on December 21, 2022.

ATTEST: Federal Glover
 Board Secretary

By: _____

December 21, 2022

INTRODUCTION OF JOSE APARICIO, WWTP OPERATOR-IN-TRAINING, TO THE DISTRICT

Recommendation

Welcome Mr. Jose Aparicio, WWTP Operator-in-Training, to the District.

Background Information

Following a comprehensive and competitive recruitment and selection process to fill a vacant WWTP Operator-in-Training (OIT) position, Mr. Aparicio was selected as the most qualified candidate and began employment with the District on December 5, 2022.

Analysis

Mr. Aparicio has four years of experience in the wastewater industry. Prior to joining the District, he was employed as a Water/Wastewater Operator for Veolia at its Discovery Bay facilities. Mr. Aparicio has achieved Wastewater Treatment Operator Grade II, Water Treatment Operator Grade I, and Water Distribution Operator Grade I certifications from the State Water Resources Control Board. He possesses a range of operational and technical skills that will directly support organizational improvement, the District's core mission of protecting public health and the environment, and the Environmental Stewardship goal in the District's Strategic Plan.

Financial Impact

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

Attachments

None.



Reviewed by: _____

Dean Eckerson
Resource Recovery Services Director

cc: Mr. Jose Aparicio, WWTP Operator-in-Training
District File No. BRD.01-ACTS



December 21, 2022

INTRODUCTION OF WILFREDO MARTINEZ, ELECTRICAL/INSTRUMENTATION
TECHNICIAN II, TO THE DISTRICT

Recommendation

Welcome Mr. Wilfredo Martinez, Electrical/Instrumentation Technician II, to the District.

Background Information

Following a comprehensive and competitive recruitment and selection process to fill a vacant Electrical/Instrumentation Technician II position, Mr. Martinez was selected as the most qualified candidate for this position and began employment with the District on November 28, 2022.

Analysis

Mr. Martinez has over eight years of experience as an electrician working in an industrial environment, as well as ten years of experience as a heavy-duty mechanic. Prior to joining the District, he was employed by Marathon Petroleum as a Mechanic Electrician since December 2016 after working as a Fleet Manager/Mechanic at Baja Construction for over eight years. Mr. Martinez completed the Electrical Technology Program (ETEC) at Los Medanos College and has developed a range of technical skills that will directly support the District's core mission of protecting public health and the environment, and the Environmental Stewardship and Infrastructure Investment goals in the District's Strategic Plan.

Financial Impact

Sufficient funding for the Electrical/Instrumentation Technician II position is included in the adopted FY22/23 Budget.

Attachments

None.



Reviewed by: _____
Dean Eckerson
Resource Recovery Services Director

cc: Mr. Wilfredo Martinez, Electrical/Instrumentation Technician II
District File No. BRD.01-ACTS



December 21, 2022

INTRODUCTION OF MIRACLE ODURUKWE, ENVIRONMENTAL COMPLIANCE
SPECIALIST I, TO THE DISTRICT

Recommendation

Welcome Mr. Miracle Odurukwe, Environmental Compliance Specialist I, to the District.

Background Information

Following a comprehensive and competitive recruitment and selection process to fill a vacant Environmental Compliance Specialist I position, Mr. Odurukwe was selected as the most qualified candidate for this position and began his employment with the District on December 12, 2022.

Analysis

Mr. Odurukwe has extensive experience working for public agencies performing public health inspection tasks and a background in public health education and outreach. He earned a Bachelor of Science Degree in Environmental Health and Safety from California State University, Chico. Prior to joining the District, Mr. Odurukwe was employed as an Environmental Health Specialist with the Departments of Environmental Health in the Counties of San Luis Obispo and Lassen County. In addition, he is familiar with the importance of inspection programs and resource recovery and will utilize his knowledge and skills to support the Environmental Stewardship goal in the District's Strategic Plan.

Financial Impact

Sufficient funding for the Environmental Compliance Specialist I position is included in the adopted FY22/23 Budget.

Attachments

None.

Reviewed by: _____



Dean Eckerson
Resource Recovery Services Director

cc: Mr. Miracle Odurukwe, Environmental Compliance Specialist I
District File No. BRD.01-ACTS



December 21, 2022

CONGRATULATE TAYLOR SCHOFIELD, WWTP OPERATOR III, ON HER PROMOTION**Recommendation**

Congratulate Ms. Taylor Schofield, WWTP Operator III, on her recent promotion at the District.

Background Information

In recognition of a significant career achievement, the District would like to recognize Ms. Schofield, who recently earned a job promotion because of her commitment to professional development through training, certification, and experience. This achievement directly supports the Workforce Development Goal of the Strategic Plan, including Strategy No. 2, “Promote employee professional development and training to ensure readiness and adaptability to meet future workforce challenges and needs.”

Analysis

Ms. Schofield’s promotion to WWTP Operator III, effective December 18, 2022, is based on her successful demonstration of comprehensive process knowledge and leadership skills through an oral interview and hands-on application. Her development plan was supported by eight months of mentorship including receiving hands-on training from Senior Operators and the Operations Support and Construction Coordinator/Retired Annuitant. The training covered managing the plant control systems and coordinating the daily activities of the Operations staff. Ms. Schofield was required to demonstrate her job proficiency on specific operating procedures related to the WWTP Supervisory Control and Data Acquisition (SCADA) system, power generation system, process control and troubleshooting, and emergency shutdown coordination.

Ms. Schofield’s strong technical aptitude and desire to willingly offer help and assistance to her colleagues will be a great asset to the District in this lead-level position. As a WWTP Operator III, Ms. Schofield will be entrusted with leading day-to-day activities in the Operations Division. The District recognizes and congratulates Ms. Schofield on this significant achievement.

Financial Impact

Sufficient funding for the WWTP Operator III position is included in the adopted FY22/23 Budget.

Attachments

None.

Reviewed by: _____



Dean Eckerson
Resource Recovery Services Director

cc: Ms. Taylor Schofield, WWTP Operator III
District File No. BRD.01-ACTS



December 21, 2022

APPROVE MINUTES OF THE BOARD OF DIRECTORS MEETING, NOVEMBER 9, 2022

Recommendation

Approve Minutes of the Board of Directors Meeting held on November 9, 2022.

DRAFT

Board of Directors Meeting Minutes
DELTA DIABLO
November 9, 2022

The meeting was called to order by Chair Wilson at 4:30 p.m., on Wednesday, November 9, 2022, via Zoom. Present were Vice Chair Juan Banales and Director Federal Glover. Also present were Stephen Siptroth, Deputy District Counsel; Vince De Lange, General Manager; Cecelia Nichols-Fritzler, Office Manager/Secretary to the Board; Brian Thomas, Acting Business Services Director/District Engineer; Dean Eckerson, Resource Recovery Services Director; Thanh Vo, Acting Engineering Services Director; and Anika Lyons, Finance Manager.

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

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

PUBLIC COMMENTS

None.

DELIBERATION

Consider Making Findings and Approving Continuing Teleconference Meetings (AB 361), Government Code Section 54953(e), and Provide Direction to Staff regarding Future Board Meeting Format

Ms. Nichols-Fritzler presented an overview of Government Code Section 54953(e) and the key provisions of Assembly Bill 361 (AB 361), which amended the teleconferencing provision of the Brown Act effective October 1, 2021. She stated the requirements that the District must follow regarding agenda posting, instructions on how to access the meeting and provide public comment, options for attending a meeting via a call in or internet-based service option, and Board conduct of meetings in a manner that protects the constitutional and statutory rights of the public. In addition, Ms. Nichols-Fritzler noted if there is a disruption in the meeting, the Board must stop the meeting until public access and the ability to comment is restored.

In addition, Ms. Nichols-Fritzler asked the Board to provide preliminary direction to staff regarding the format of future Board meetings. She recommended that the Board continue to hold virtual meetings through January 2023 and provide direction to staff to either conduct in-person meetings only or hybrid meetings (i.e., with Zoom option) beginning in February 2023. She noted that staff is currently assessing options and will procure and test equipment to upgrade the Board Room, if directed by the Board.



The Board concurred with the staff recommendation to continue meeting virtually through January 2023, and directed staff to proceed with conducting hybrid meetings beginning in February 2023.

The Board thanked Ms. Nichols-Fritzler for the presentation. Director Glover moved approval; seconded by Vice Chair Banales and by roll call vote (Ayes: *Banales, Glover, and Wilson*, Noes: *None*; Absent: *None*, Abstain: *None*), the Board Made Findings and Approved Continuing Teleconference Meetings (AB 361) under Government Code Section 54953(e).

RECOGNITION

Receive Presentation of Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year 2020/2021, and Recognize and Commend Finance Division for Receiving Award of Financial Reporting Achievement for Fiscal Year 2020/2021 from Government Finance Officers Association

Ms. Lyons presented the two awards received from GFOA and highlighted specific requirements the District had to satisfy in attaining these achievements. She noted that the Certificate of Achievement for Excellence in Financial Reporting Award recognizes agencies that go beyond minimum reporting requirements to prepare financial reports that are transparent and provide full disclosure. Ms. Lyons noted the second award (Award of Financial Reporting Achievement) recognizes the Finance Division for its direct role in preparing the FY20/21 Annual Comprehensive Financial Report.

The Board thanked Ms. Lyons for the presentation and congratulated the Finance Division on these achievements.

CONSENT CALENDAR

Director Glover moved approval of the Consent Calendar without Item F/3 (Approve Updated Administrative Policy No. 1081, “Mandatory COVID-19 Vaccination for All District Employees”); seconded by Vice Chair Banales and by roll call vote (Ayes: *Banales, Glover, and Wilson*, Noes: *None*; Absent: *None*, Abstain: *None*), the following Consent Calendar items were approved:

Approve Minutes of the Board of Directors Meeting, October 12, 2022; Receive District Monthly Check Register, September 2022; Authorize General Manager to Execute Amendment No. 1 to General Services Contract in the Amount of \$56,022, for a New Total Contract Amount Not to Exceed \$239,424, New Image Landscape Company, Landscaping Services; Approve and Authorize General Manager to Execute General Services Contract in an Amount Not to Exceed \$251,538, Lee & Associates Rescue, Inc., Safety Services; Authorize General Manager to Establish a New Fiscal Year 2022/2023 Project in the Bay Point Collection Fund and Transfer Monies to this Project from Bay Point Collection Fund Reserves in the Amount of \$150,000, for a Total Project Budget of \$150,000, Bay Point Collection System Point Repairs, Project No. 23119; Receive First Quarter Fiscal Year 2022/2023 District Investment Report; Ratify General Manager’s Execution of a Contract with Clean Harbors Environmental Services, Inc., with Modified Indemnification Language, in the Amount of \$25,000, for Marine Flare Collection and Disposal Services during the Period from November 4, 2022, through June 30, 2023

The Board received a public comment on Item F/3 from Mr. Christopher O’Connor (WWTP Operator III, Delta Diablo), who asked for clarification on the disclosure of medical information, specifically related to COVID-19 vaccination status under the policy. Mr. Thomas replied that the changes to existing Policy 1081 were not related to the disclosure of information. Mr. Siproth noted that the policy is consistent with legal requirements under the Confidentiality of Medical Information Act. Director Glover moved approval of the Consent Calendar Item F/3; seconded by Vice Chair Banales and by roll call vote (Ayes: *Banales, Glover, and Wilson*, Noes: *None*; Absent: *None*, Abstain: *None*), the following Consent Calendar item was approved: Approve Updated Administrative Policy No. 1081, “Mandatory COVID-19 Vaccination for All District Employees.”

PRESENTATIONS AND REPORTS

Receive Report on Expanding Biogas Utilization to Generate Renewable Energy and Revenue

Mr. Eckerson provided background information on how the District transforms wastewater to resources via water recycling, onsite renewable energy production, and land application of biosolids. He noted that the District currently utilizes biogas at its onsite Cogeneration Facility to generate renewable electricity that meets 50-55% of the District's Wastewater Treatment Plant (WWTP) power demand. Mr. Eckerson highlighted key regulatory drivers (organics diversion from landfills [SB 1383], increase in renewable natural gas [RNG] portfolios [SB 1440]) and funding opportunities (financial incentives for RNG production at the state [LCFS credits] and federal [RINs] level; Inflation Reduction Act tax credits for cogeneration projects if in construction by December 31, 2024). Because the District has included \$5.0 million in its Capital Improvement Program for the Cogeneration System Improvements Project, Mr. Eckerson stated that staff was engaging to develop a path forward that considers expanding biogas utilization in support of District Sustainability Policy and Strategic Plan goals.

Mr. Eckerson described the proposed phased project approach, which includes: 1) Initial Phase – focus on replacing existing cogeneration engine, biogas conditioning equipment, and control systems, and completing PG&E and air permitting approval processes to meet December 31, 2024 date required for tax credits under the federal Inflation Reduction Act; and 2) Second Phase – consider development of a public-private partnership (P3) and/or alternative project delivery to increase trucked waste deliveries and associated renewable energy production. If successful, the second phase may include meeting >100% of WWTP power demand and potentially adding a gas conditioning and pressurization system to convert all biogas to RNG for injection into the PG&E pipeline with associated financial incentives (LCFS credits, RINs). The District would also likely need to add a “sidestream treatment” project to address increased nutrient loading associated with trucked waste deliveries. Mr. Eckerson reviewed a “roadmap” for biogas utilization at the District in the near term and future and closed with a summary of next steps.

Director Glover commented that the District has been pursuing these types of activities for many years and he looks forward to achieving more in the future.

Vice Chair Banales thanked Mr. Eckerson for the great presentation and concurred with Director Glover. He inquired regarding the reliability of trucked waste deliveries and if the near-term Cogeneration System Improvements Project relied on these deliveries. Mr. Eckerson replied that the District had utilized a single hauler of fats, oils, and grease (FOG) deliveries in the past with known waste quality and handling requirement. Mr. De Lange stated that the near-term project is not contingent on receiving trucked waste deliveries, but that these would be required to increase renewable energy production to >100% of WWTP power demand and that a P3 could allow a transfer of the trucked waste procurement risk to an outside company.

Chair Wilson thanked Mr. Eckerson and stated she is looking forward to hearing more about the project as it develops.

The Board thanked Mr. Eckerson for the report.

MANAGER'S COMMENTS

None.

DIRECTORS' COMMENTS

None.



CORRESPONDENCE

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

The Board received and filed the report.

CLOSED SESSION

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

Agency Negotiators: Vince De Lange, Michael Jarvis

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

Unrepresented Employees: All unrepresented employees

Before adjourning to Closed Session, the Secretary to the Board asked if there were any public comments on the Closed Session item. Mr. Michael McKinney (Maintenance Mechanic II, Delta Diablo) addressed the Board and inquired if the bargaining units referenced on the agenda participate in the Closed Session discussion. Mr. De Lange responded that the Closed Session is the opportunity for the Board to provide direction to staff (i.e., management) on agenda items. Mr. Siptroth commented that the bargaining units are required to be listed on the agenda by the Brown Act. At 5:18 p.m., Chair Wilson convened the Board of Directors Meeting to Closed Session. Chair Wilson reconvened the Board of Directors Meeting at 5:48 p.m. and stated there was nothing to report from Closed Session.

ADJOURNMENT

Chair Wilson adjourned the meeting at 5:48 p.m. and noted the next Board of Directors Meeting is scheduled for December 14, 2022, at 4:30 p.m.

Federal Glover
Board Secretary

(Recording Secretary:
Cecelia Nichols-Fritzler)

cc: District File No. BRD.01-MINS



December 21, 2022

APPROVE DELTA DIABLO BOARD OF DIRECTORS MEETING SCHEDULE FOR 2023

Recommendation

Approve the meeting schedule for the 2023 Delta Diablo Board of Directors meetings.

Background Information

The Brown Act requires public agencies to provide the time and place for holding regular meetings. The regular Board of Directors meetings are held monthly on the second Wednesday of each month at 4:30 p.m. at the District offices with certain exceptions.

Analysis

All meetings are scheduled to begin at 4:30 p.m. except for the June 8, 2023 meeting, which is expected to include the Public Hearing for Fiscal Year 2023/2024 Sewer Service Charges and is scheduled to begin at 5:30 p.m. Proposed dates for regular Board meetings in 2023 are as follows:

- § January 11
- § February 8
- § March 8
- § April 12
- § May 10
- § June 14 (5:30 p.m. start)
- § July 12
- § August – no regular Board meeting scheduled
- § September 13
- § October 11
- § November 8
- § December 13


Financial Impact

None.

Attachments

None.

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

Reviewed by: 
Vince De Lange
General Manager



December 21, 2022

RECEIVE DISTRICT MONTHLY CHECK REGISTER, OCTOBER 2022

Recommendation

Receive District Monthly Check Register for the month ending October 31, 2022.

Background Information

Attached is the Check Register for the month of October 2022. The report reflects payments to the District's suppliers, consultants, service providers, and contractors. A total of \$2,201,296.66 was disbursed in the month of October 2022, which includes 147 checks.

Financial Impact

All payments made during each month are within funding levels included in the adopted Fiscal Year 2022/2023 (FY22/23) Budget.

Attachment

Check Register for month ending October 31, 2022

Reviewed by: 

Brian Thomas
Acting Business Services Director

cc: District File No. BRD.01-ACTS



CHECK REGISTER
DELTA DIABLO
CASH DISBURSEMENTS FOR THE MONTH OF OCTOBER 2022

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
10/6/2022	AIRGAS USA, LLC		38094			2,069.66
		59542		591.33	INVENTORY	
		59543		1,478.33	INVENTORY	
10/6/2022	ALPHA MEDIA II LLC		38095			750.00
		59538		750.00	RADIO ADS BY KUIC FOR POLLUTION PREVENTION	
10/6/2022	CHEMTRADE CHEMICALS US LLC		38096			16,417.36
		59412		4,090.24	ALUMINUM SULFATE	
		59414		4,109.04	ALUMINUM SULFATE	
		59415		4,071.44	ALUMINUM SULFATE	
		59416		4,146.64	ALUMINUM SULFATE	
10/6/2022	CONCENTRA/OCCUPATIONAL HEALTH CENTERS		38097			115.00
		59556		115.00	PRE EMPL COST	
10/6/2022	ERIKS NORTH AMERICA, INC.		38098			971.36
		59468		971.36	INVENTORY	
10/6/2022	FEDERAL EXPRESS		38099			282.67
		59564		18.50	POSTAGE	
		59565		264.17	POSTAGE	
10/6/2022	GRAINGER		38100			6,549.68
		59475		263.89	INVENTORY	
		59476		313.45	INVENTORY	
		59477		265.76	INVENTORY	
		59479		527.70	INVENTORY	
		59480		3,093.36	INVENTORY	
		59482		1,986.19	INVENTORY	
		59483		99.33	INVENTORY	
10/6/2022	KEMIRA WATER SOLUTIONS, INC.		38101			14,886.41
		59411		7,288.66	FERROUS CHLORIDE	
		59413		7,597.75	FERROUS CHLORIDE	
10/6/2022	LINDE GAS & EQUIPMENT INC		38102			1,259.20
		59421		1,259.20	OXYGEN RENTAL	
10/6/2022	MANAGED HEALTH NETWORK		38103			353.10
		59570		353.10	EAP	
10/6/2022	MOTION INDUSTRIES INC.		38104			4,225.30
		59465		4,225.30	INVENTORY	
10/6/2022	CITY OF PITTSBURG		38105			609.00
		59504		609.00	UTILITIES	
10/6/2022	CITY OF PITTSBURG		38106			20,250.75
		59577		20,250.75	STREET SWEEPING SERVICES	
10/6/2022	POLYDYNE INC		38107			28,473.54
		59420		28,473.54	LIQUID POLYMER	
10/6/2022	ROCKWELL SOLUTIONS INC.		38108			16,876.78
		59541		16,876.78	INVENTORY	
10/6/2022	SMITH & LOVELESS, INC		38109			4,961.28
		59462		2,654.26	INVENTORY	
		59466		2,307.02	INVENTORY	
10/6/2022	STANDARD INSURANCE COMPANY		38110			3,414.64
		59571		3,414.64	LIFE & LTD INS.	
10/6/2022	SYNAGRO WEST, LLC		38111			140,733.21
		59530		66,778.93	BIOSOLIDS HAULING	
		59531		73,954.28	BIOSOLIDS HAULING	
10/6/2022	THOMAS & ASSOCIATES		38112			111.00
		59470		111.00	INVENTORY	
10/6/2022	STACY TUCKER		38113			15.00
		59581		15.00	REIMBURSEMENT	
10/6/2022	UNIVAR USA INC		38114			26,119.27
		59418		5,173.06	SODIUM BISULFITE	
		59419		6,844.23	SODIUM HYPOCHLORITE	
		59523		7,261.86	SODIUM BISULFITE	
		59524		6,840.12	SODIUM HYPOCHLORITE	
10/13/2022	AIRGAS USA, LLC		38115			416.50
		59544		416.50	INVENTORY	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
10/13/2022	ALFA LAVAL INC.	59469	38116	501.94	INVENTORY	501.94
10/13/2022	ANDRITZ SEPARATION INC	59546	38117	1,815.49	INVENTORY	1,815.49
10/13/2022	CITY OF ANTIOCH- WATER	59674 59675	38118	1,372.26 94.60	AC# 004-01513 AC# 004-01510	1,466.86
10/13/2022	ARCO BUSINESS SOLUTIONS	59666	38119	3,212.26	GAS	3,212.26
10/13/2022	BASIC BENEFITS, LLC	59695	38120	65.00	FSA	65.00
10/13/2022	BAY AREA NEWS GROUP	59612	38121	138.60	ADS	138.60
10/13/2022	CALTEST ANALYTICAL LABORATORY	59527 59561	38122	1,242.00 221.40	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	1,463.40
10/13/2022	CDW GOVERNMENT, INC.	59622	38123	7,115.03	CDW - CISCO NETWORKING SMARTNET RENEWAL	7,115.03
10/13/2022	COMCAST BUSINESS COMMUNICATIONS, LLC	59676	38124	860.93	PHONE EXP	860.93
10/13/2022	CWEA - CA WATER ENVIRONMENT	59700	38125	120.00	EMPYEE TRAIN & PROFL DEV	120.00
10/13/2022	DATCO	59696	38126	109.20	PRE EMPL COST	109.20
10/13/2022	DEPT OF GENERAL SERVICES	59572	38127	39,767.27	UTILITIES	39,767.27
10/13/2022	DIABLO WATER DISTRICT	59673	38128	1,821.40	UTILITIES	1,821.40
10/13/2022	ERIKS NORTH AMERICA, INC.	59467	38129	315.28	INVENTORY	315.28
10/13/2022	EVOQUA WATER TECHNOLOGIES, LLC	59632	38130	368.90	SUPPORT & MAINTENACE FOR DI WATER SYSTEM FOR LAB	368.90
10/13/2022	GOLDEN STATE WATER CO.	59630 59692	38131	840.20 1,348.32	AC# 32249200000 AC# 07744100004	2,188.52
10/13/2022	GRAINGER	59481	38132	800.01	INVENTORY	800.01
10/13/2022	KOA HILLS CONSULTING LLC.	59560	38133	1,312.50	MUNIS ERP ENHANCEMENT PROJECT	1,312.50
10/13/2022	LEE & ASSOCIATES RESCUE EQUIPMENT INC	59693	38134	4,800.00	EMERGENCY PO, RWF SFLT12001 INFLUENT VALVE REPAIR	4,800.00
10/13/2022	MDRR PITTSBURG	59626 59627 59628	38135	1,310.40 3,533.25 5,507.98	AC# 10-0018920 AC# 10-0031550 AC# 10-0031550	10,351.63
10/13/2022	MSC INDUSTRIAL SUPPLY CO. INC.	59474	38136	454.77	INVENTORY	454.77
10/13/2022	ODP BUSINESS SOLUTIONS LLC	59562 59566	38137	67.50 139.87	OFFICE SUPPLIES OFFICE SUPPLIES	207.37
10/13/2022	OEM AIR COMPRESSOR CORP.	59471	38138	2,572.27	INVENTORY	2,572.27
10/13/2022	PACIFIC GAS & ELECTRIC COMPANY	59580	38139	74,289.83	AC# 5138050344-4	74,289.83
10/13/2022	PACIFIC GAS & ELECTRIC COMPANY	59677	38140	70,229.29	AC# 48871739628	70,229.29
10/13/2022	CITY OF PITTSBURG	59614	38141	24,847.28	STREET SWEEPING FOR CITY OF PITTSBURG	24,847.28
10/13/2022	REPUBLIC SERVICES #210	59663 59664	38142	5,685.65 1,162.49	WASTE WASTE	6,848.14

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
10/13/2022	RH TECHNOLOGY		38143			13,794.88
		59619		4,447.90	O/S TEMP	
		59634		2,632.40	O/S TEMP	
		59635		2,500.78	O/S TEMP	
		59636		4,213.80	O/S TEMP	
10/13/2022	SMITH & LOVELESS, INC		38144			1,394.88
		59464		1,394.88	INVENTORY	
10/13/2022	NICHOLAS STEINER		38145			100.00
		59653		100.00	M&D	
10/13/2022	SUNPOWER CORP SYSTEMS		38146			11,748.52
		59407		11,748.52	O&M SERVICE FEE	
10/13/2022	TELSTAR INSTRUMENTS INC		38147			4,248.73
		59484		4,248.73	INVENTORY	
10/13/2022	TRANSENE COMPANY, INC.		38148			1,473.04
		59472		1,473.04	INVENTORY	
10/13/2022	UNIFIRST CORPORATION		38149			2,709.67
		59425		156.25	UNIFORM/ LAUNDRY SERVICE	
		59426		120.72	UNIFORM/ LAUNDRY SERVICE	
		59427		127.57	UNIFORM/ LAUNDRY SERVICE	
		59428		154.98	UNIFORM/ LAUNDRY SERVICE	
		59429		209.10	UNIFORM/ LAUNDRY SERVICE	
		59430		162.63	UNIFORM/ LAUNDRY SERVICE	
		59431		33.19	UNIFORM/ LAUNDRY SERVICE	
		59432		33.19	UNIFORM/ LAUNDRY SERVICE	
		59433		34.59	UNIFORM/ LAUNDRY SERVICE	
		59434		139.44	UNIFORM/ LAUNDRY SERVICE	
		59435		154.98	UNIFORM/ LAUNDRY SERVICE	
		59436		33.19	UNIFORM/ LAUNDRY SERVICE	
		59437		125.33	UNIFORM/ LAUNDRY SERVICE	
		59438		209.10	UNIFORM/ LAUNDRY SERVICE	
		59439		33.19	UNIFORM/ LAUNDRY SERVICE	
		59440		125.33	UNIFORM/ LAUNDRY SERVICE	
		59441		154.98	UNIFORM/ LAUNDRY SERVICE	
		59442		33.19	UNIFORM/ LAUNDRY SERVICE	
		59443		125.33	UNIFORM/ LAUNDRY SERVICE	
		59444		196.70	UNIFORM/ LAUNDRY SERVICE	
		59445		33.19	UNIFORM/ LAUNDRY SERVICE	
		59446		125.33	UNIFORM/ LAUNDRY SERVICE	
		59447		154.98	UNIFORM/ LAUNDRY SERVICE	
		59448		33.19	UNIFORM/ LAUNDRY SERVICE	
10/13/2022	JASON YUN		38150			225.00
		59654		225.00	EMPYEE TRAIN	
10/20/2022	AMERICAN WATER COLLEGE		38151			1,245.00
		59638		1,245.00	WASTEWATER TRAINING	
10/20/2022	BRENTWOOD PRESS		38152			549.00
		59643		549.00	AD	
10/20/2022	CDW GOVERNMENT, INC.		38153			2,465.67
		59623		2,465.67	ANNUAL ADOBE PRO/INDESIGN RENEWAL	
10/20/2022	CHEMTRADE CHEMICALS US LLC		38154			24,869.61
		59417		4,079.98	ALUMINUM SULFATE	
		59539		4,117.60	ALUMINUM SULFATE	
		59582		4,223.56	ALUMINUM SULFATE	
		59583		4,208.17	ALUMINUM SULFATE	
		59680		4,127.84	ALUMINUM SULFATE	
		59681		4,112.46	ALUMINUM SULFATE	
10/20/2022	CONTRA COSTA COUNTY TAX		38155			3,468.58
		59716		3,468.58	PROPERTY TAX 22-23	
10/20/2022	CONTRA COSTA COUNTY TAX		38156			3,168.18
		59717		3,168.18	PROPERTY TAX 22-23	
10/20/2022	CORELOGIC INFORMATION SOLUTIONS, INC		38157			165.00
		59670		165.00	REALQUEST PROPERTY INFORMATION	
10/20/2022	CROPPER ACCOUNTANCY CORP		38158			8,000.00
		59715		8,000.00	AUDIT SERVICES FOR FYE 06/30/2022	
10/20/2022	DEE CONSULTANTS		38159			5,510.00
		59609		5,510.00	ON-CALL INSPECTION SERVICES FOR BRACKISH WATER DES	
10/20/2022	ENVIRODYNE SYSTEMS, INC.		38160			27,764.50
		59698		27,764.50	ROTARY DISTRIBUTOR BEARINGS	
10/20/2022	FEDERAL EXPRESS		38161			15.85
		59740		15.85	POSTAGE	
10/20/2022	FRESCHI AIR SYSTEMS		38162			2,010.00
		59739		2,010.00	CONTRACTED SERVICES FOR DISTRICT HVAC ASSETS	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
10/20/2022	GELCO SUPPLY INC	59603	38163	3,433.31	INVTY U103862	3,433.31
10/20/2022	GENERAL ELECTRIC COMPANY	59620	38164	20,393.06	SCADA SOFTWARE RENEWAL	20,393.06
10/20/2022	GRAINGER	59604	38165	22.39	INVTY U103857	22.39
10/20/2022	IN SHAPE HEALTH CLUBS	59747	38166	533.96	GYM	533.96
10/20/2022	INFERRERA CONSTRUCTION MANAGEMENT GROUP INC.	59574	38167	3,633.33	CSC PN 80008 (17128, 17129, 17	3,633.33
10/20/2022	LANLOGIC INC	59671	38168	132.00	LANLOGIC CLOUD SERVICES - O365 SUPPORT	132.00
10/20/2022	LEGAL SHIELD	59746	38169	52.85	LEGAL MEMBERSHIP	52.85
10/20/2022	LYSTEK INTERNATIONAL LIMITED	59613	38170	4,185.02	BIOSOLIDS DISPOSAL	4,185.02
10/20/2022	MONUMENT CAR PARTS	59741	38171	339.02	INVTY U103830	339.02
10/20/2022	MSA SAFETY INCORPORATED	59730	38172	11,435.71	DEWAT GAS DETECTORS REPLACEMENT	11,435.71
10/20/2022	NEW IMAGE LANDSCAPE COMPANY	59578	38173	2,563.00	LANDSCAPE SERVICES	2,563.00
10/20/2022	NORTHPOINT SECURITY SERVICES, INC	59646	38174	5,184.00	SECURITY PATROL SERVICES	5,184.00
10/20/2022	ODP BUSINESS SOLUTIONS LLC	59645	38175	748.84	OFFICE SUPPLIES	748.84
10/20/2022	ONSITE ERGONOMICS, INC.	59729	38176	499.20	PREVENTIVE ERGO EVALUATION/REPORT FOR XENG HER	499.20
10/20/2022	POLYDYNE INC	59584	38177	71,493.35	DRY POLY	71,493.35
10/20/2022	RH TECHNOLOGY	59718 59719	38178	4,518.81 2,632.40	O/S TEMP O/S TEMP	7,151.21
10/20/2022	TRI-VALLEY JANITORIAL SERVICE & SUPPLY INC,	59567 59568 59569	38179	9,336.00 555.00 289.67	NIGHTLY JANITORIAL SERVICES NIGHTLY JANITORIAL SERVICES NIGHTLY JANITORIAL SERVICES	10,180.67
10/20/2022	TYLER TECHNOLOGIES, INC.	59711	38180	737.75	MUNIS REPORTING MODULE	737.75
10/20/2022	UNIVAR USA INC	59586 59587 59588 59589 59590 59599 59600 59601 59684 59685	38181	7,767.74 6,873.48 6,834.34 6,839.51 6,832.67 3,536.36 3,614.70 (7,151.06) 6,445.92 7,289.51	SODIUM BISULFITE SODIUM BISULFITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE SODIUM HYPOCHLORITE UNIVAR ACH SODIUM BISULFITE SODIUM HYPOCHLORITE	48,883.17
10/20/2022	WATEREUSE RESEARCH FOUNDATION	59610	38182	9,213.75	M&D - DISTRICT WIDE	9,213.75
10/24/2022	CUPERTINO ELECTRIC, INC	59798	38183	112,473.31	CONSTRUCTION SERVICES FOR PROJECT NO. 17120	112,473.31
10/27/2022	AFSCME DISTRICT COUNCIL 57	5627012 5627112	38184	2,772.00 1,250.00	UNION DUES O&M UNION DUES P&T	4,022.00
10/27/2022	ALHAMBRA & SIERRA SPRGS WATER	59814	38185	307.60	ALHAMBRA WATER	307.60
10/27/2022	CITY OF ANTIOCH- WATER	59734 59735 59737 59738 59816	38186	94.60 94.60 94.60 5,346.06 66.90	AC# 013-00021 AC# 013-00022 AC# 013-00024 AC# 013-00110 AC# 013-00023	5,696.76

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
10/27/2022	APG NEUROS INC.	59535	38187	12,800.00	NEUROS TURBO BLOWER EPRM PLAN	12,800.00
10/27/2022	AQUA METRIC SALES COMPANY	59490	38188	4,898.04	RECYCLED WATER HYDRANT METER	4,898.04
10/27/2022	MICHAEL AUER	59860	38189	245.36	REIMBURSEMENT	245.36
10/27/2022	MICHAEL BAKALDIN	59859	38190	221.05	REIMBURSEMENT	221.05
10/27/2022	CALIFORNIA HYDRONICS CORP	59642	38191	1,596.31	METRAFLEX 10" X 20" DF14A14A10000200	1,596.31
10/27/2022	CALIFORNIA PRODUCT STEWARDSHIP COUNCIL	59791	38192	751.00	ASSIST WITH IMPLEMENTATION OF CALRECYCLE GRANT -	751.00
10/27/2022	CALTEST ANALYTICAL LABORATORY	59874	38193	730.80	PROVIDE LAB TESTING FOR NPDES PERMIT COMPLAINE	730.80
10/27/2022	CDW GOVERNMENT, INC.	59655	38194	684.00	MS O365 SERVICES RENEWAL - CDW QUOTE# MZGJ815	44,232.00
		59656		26,220.00	MS O365 SERVICES RENEWAL - CDW QUOTE# MZGJ815	
		59657		2,280.00	MS O365 SERVICES RENEWAL - CDW QUOTE# MZGJ815	
		59658		4,788.00	MS O365 SERVICES RENEWAL - CDW QUOTE# MZGJ815	
		59659		10,260.00	MS O365 SERVICES RENEWAL - CDW QUOTE# MZGJ815	
10/27/2022	CHEMTRADE CHEMICALS US LLC	59682	38195	4,163.74	ALUMINUM SULFATE	12,475.84
		59702		4,213.31	ALUMINUM SULFATE	
		59703		4,098.79	ALUMINUM SULFATE	
10/27/2022	CON-QUEST CONTRACTORS, INC	59817	38196	18,174.58	SAPS WATER LEAK REPAIR PN 23109	18,174.58
10/27/2022	CONTRA COSTA COUNTY CLERK	59815	38197	50.00	PERMIT & REGULATORY FEES	50.00
10/27/2022	CONTRA COSTA COUNTY	59748	38198	35,574.00	LEGAL SERVICES	35,574.00
10/27/2022	VINCENT DE LANGE	59794	38199	315.61	T&M	315.61
10/27/2022	FASTENAL COMPANY	59505	38200	240.12	MAINTENANCE CONSUMABLE ITEMS	2,653.41
		59506		387.24	MAINTENANCE CONSUMABLE ITEMS	
		59507		434.76	MAINTENANCE CONSUMABLE ITEMS	
		59508		55.27	MAINTENANCE CONSUMABLE ITEMS	
		59641		93.16	MAINTENANCE CONSUMABLE ITEMS	
		59714		29.06	MAINTENANCE CONSUMABLE ITEMS	
		59810		468.39	MAINTENANCE CONSUMABLE ITEMS	
		59811		159.20	MAINTENANCE CONSUMABLE ITEMS	
		59812		786.21	MAINTENANCE CONSUMABLE ITEMS	
10/27/2022	FLO-LINE TECHNOLOGY INC.	59694	38201	23,727.03	ABS XRW300 SUBMERSIBLE MIXER	23,727.03
10/27/2022	FLYERS ENERGY LLC	59834	38202	3,806.79	INVENTORY LURICANTS	3,806.79
10/27/2022	FRESCHI AIR SYSTEMS	59833	38203	1,557.00	HVAC 9004 DIAGNOSIS AND REPAIR	1,557.00
10/27/2022	JM SQUARED & ASSOCIATES INC.	59618	38204	17,394.66	REPLACEMENT FAIRBANKS MORSE PUMP PARTS	17,394.66
10/27/2022	JW BACKHOE & CONSTRUCTION, INC	59804	38205	18,138.85	BRIDGEHEAD FM TEMPORARY BYPASS	37,442.39
		59870		19,303.54	BRIDGEHEAD FM TEMPORARY BYPASS	
10/27/2022	JW BACKHOE & CONSTRUCTION, INC	59805	38206	49,238.46	BRIDGEHEAD FM TEMPORARY BYPASS RETENTION RELEASE	49,238.46
10/27/2022	KEMIRA WATER SOLUTIONS, INC.	59704	38207	7,689.66	FERROUS CHLORIDE	7,689.66
10/27/2022	KENNEDY/JENKS CONSULTANTS INC.	59803	38208	1,653.44	ASSET MANAGEMENT PROGRAM DEVELOPMENT PN 19109	1,653.44
10/27/2022	LEEANN KNIGHT	59858	38209	224.82	REIMBURSEMENT	224.82

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
10/27/2022	KOA HILLS CONSULTING LLC.		38210			2,100.00
		59639		656.25	MUNIS ERP ENHANCEMENT PROJECT KOA HILLS CONSULTING MUNIS SUPPORT	
		59640		393.75	SERVICES	
		59668		700.00	MUNIS ERP ENHANCEMENT PROJECT KOA HILLS CONSULTING MUNIS SUPPORT	
		59669		350.00	SERVICES	
10/27/2022	LANLOGIC INC		38211			132.00
		59789		132.00	LANLOGIC CLOUD SERVICES - O365 SUPPORT	
10/27/2022	LEE & ASSOCIATES RESCUE EQUIPMENT INC		38212			28,350.00
		59611		28,350.00	RESCUE TEAM SUPPORT SERVICES	
10/27/2022	CAROL MARGETICH		38213			492.56
		59857		492.56	REIMBURSEMENT	
10/27/2022	MCCAMPBELL ANALYTICAL, INC.		38214			13,188.00
		59771		102.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59772		350.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59773		277.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59774		310.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59775		350.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59776		865.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59777		1,116.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59778		480.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59779		865.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59780		865.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59782		5,986.00	Onsite COVID-19 Testing Services	
		59862		353.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59876		865.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59877		202.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
		59878		202.00	CONTRACT LAB SUPPORT FOR PRETREATMENT	
10/27/2022	McCAULEY AGRICULTURAL & PEST SERVICES		38215			1,200.00
		59591		75.00	PEST CONTROL SERVICES	
		59592		825.00	PEST CONTROL SERVICES	
		59593		60.00	PEST CONTROL SERVICES	
		59594		60.00	PEST CONTROL SERVICES	
		59595		60.00	PEST CONTROL SERVICES	
		59596		60.00	PEST CONTROL SERVICES	
		59597		60.00	PEST CONTROL SERVICES	
10/27/2022	MDRR-PARK (MT. DIABLO RESOURCE RECOVERY PARK)		38216			138.29
		59665		138.29	WASTE	
10/27/2022	ODP BUSINESS SOLUTIONS LLC		38217			821.62
		59644		821.62	OFFICE SUPPLIES	
10/27/2022	PACIFIC ECO-RISK LABORATORIES		38218			3,665.00
		59806		3,665.00	QUARTERLY CHRONIC TOXICITY TESTING	
10/27/2022	PACIFIC GAS & ELECTRIC COMPANY		38219			53.70
		59712		53.70	UTILITIES	
10/27/2022	PACIFIC GAS & ELECTRIC COMPANY		38220			334.04
		59713		334.04	UTILITIES	
10/27/2022	PACIFIC GAS & ELECTRIC COMPANY		38221			72,274.69
		59732		72,274.69	AC# 4835091675-4	
10/27/2022	ABEL PALACIO		38222			918.63
		59856		918.63	REIMBURSEMENT	
10/27/2022	PSOMAS		38223			6,372.50
		59863		3,915.00	CM&I SERVICES FOR PN21123	
		59864		2,457.50	CM&I SERVICES FOR PN21123	
10/27/2022	RED WING SHOE STORE 165		38224			350.00
		59621		350.00	SAFETY SHOES	
10/27/2022	RH TECHNOLOGY		38225			4,839.61
		59871		1,908.49	O/S TEMP	
		59872		2,931.12	O/S TEMP	
10/27/2022	TERRY SPURGEON		38226			483.62
		59855		483.62	REIMBURSEMENT	
10/27/2022	STATE WATER RESOURCES		38227			74,277.06
		59867		74,277.06	LOAN PAYMENT	
10/27/2022	STATE WATER RESOURCES		38228			417,192.67
		59868		417,192.67	LOAN PAYMENT	
10/27/2022	STATE WATER RESOURCES		38229			42,595.02
		59869		42,595.02	LOAN PAYMENT	
10/27/2022	JAYNE STROMMER		38230			166.12
		59854		166.12	REIMBURSEMENT	

CHECK DATE	VENDOR NAME	INVOICE NO.	CHECK NO.	INVOICE AMOUNT	DESCRIPTION	CHECK AMOUNT
10/27/2022	SWEEPING CORP OF AMERICA		38231			37,388.34
		59743		37,388.34	FY22/23 ANTIOCH AND BAY POINT STREET SWEEPING	
10/27/2022	SYSTAT		38232			5,835.84
		59800		5,835.84	TOSHIBA 15kV A 4200 ANNUAL SERVICE AGREEMENT	
10/27/2022	SYSTEM 1 STAFFING		38233			3,971.25
		59808		3,971.25	O/S TEMP	
10/27/2022	TELSTAR INSTRUMENTS INC		38234			5,324.05
		59790		5,324.05	ELECTRICAL/ INSTRUMENTATION SUPPORT	
10/27/2022	TYLER TECHNOLOGIES, INC.		38235			18,311.08
		59797		18,311.08	SOFTWARE RENEWAL	
10/27/2022	UNDERGROUND SERVICE ALERT		38236			2,173.30
		59861		2,173.30	STATE FEES FOR REGULATORY COSTS	
10/27/2022	UNIFIRST CORPORATION		38237			397.85
		59660		211.56	UNIFORM/ LAUNDRY SERVICE	
		59661		33.90	UNIFORM/ LAUNDRY SERVICE	
		59662		152.39	UNIFORM/ LAUNDRY SERVICE	
10/27/2022	UNIVAR USA INC		38238			6,841.19
		59707		6,841.19	SODIUM HYPOCHLORITE	
10/27/2022	WM LYLES COMPANY		38239			186,756.63
		59799		186,756.63	CONSTRUCTION SERVICES PN 80008	
10/27/2022	WORLD OIL ENVIRONMENTAL SERVICES		38240			754.50
		59784		754.50	DELTA DIABLO HAZARDOUS WASTE PICK-UPS	
GRAND TOTAL						<u>2,201,296.66</u>

December 21, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO GENERAL SERVICES CONTRACT, EXTENDING THE TERM FOR ONE YEAR, JANUARY 1, 2023 THROUGH DECEMBER 31, 2023, AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$138,000 FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$276,000, NORTHPOINT SECURITY SERVICES, INC., SITE SECURITY SERVICES

Recommendation

Authorize the General Manager to execute Amendment No. 1 to the general services contract with Northpoint Security Services, Inc. (Northpoint), extending the term for one year, January 1, 2023, through December 31, 2023, and authorize an additional payment in the amount of \$138,000, for a new total contract amount not to exceed \$276,000, for site security and facility patrol services.

Background Information

In 2018, the District implemented several measures to address safety and security concerns around District administration buildings and wastewater treatment plant (WWTP) facilities and ensure the safety of employees who respond to operational and maintenance issues at the District's remote facilities (i.e., pump stations). One of these measures established a daily on-site security presence between the hours of 10:00 p.m. and 6:00 a.m., when the WWTP is staffed with only two operators on shift. This on-site security presence reduces the potential for trespassing or theft incidents and provides enhanced security for staff working at night.

Analysis

The District has contracted with several security service providers since 2018. Northpoint has provided nighttime security services since August 2021, which includes conducting facility patrols and incident responses in a reliable and cost-effective manner. Staff recommends executing Amendment No. 1 to the general services contract with Northpoint to continue uninterrupted facility security services and ensure the safety of staff during the off-shift hours.

Financial Impact

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

Attachments

None.



Reviewed by: _____

Dean Eckerson
Resource Recovery Services Director

cc: Northpoint Security Services, Inc.
District File No. BRD.01-ACTS



December 21, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE MODIFIED GENERAL SERVICES CONTRACT IN THE AMOUNT OF \$15,000, USA SCALES INC., DBA QUALITY SCALES UNLIMITED, CERTIFIED TRUCK SCALE SERVICES

Recommendation

Authorize the General Manager to execute a modified general services contract in the amount of \$15,000 with USA Scales Inc., dba Quality Scales Unlimited (Quality Scales) for certified truck scale calibration, preventative maintenance, and repair services.

Background Information

The truck scale at the District's Wastewater Treatment Plant is used to determine the weight and value of biosolids hauled off-site for beneficial reuse, in accordance with the biosolids handling agreement. Certified truck scale calibration and preventative maintenance ensures measurement accuracy, avoids equipment downtime, and minimizes repair expenses.

Analysis

Following a solicitation of bids for certified truck scale calibration, preventative maintenance, and repair services, the Quality Scales bid was determined to provide the best value to the District. Staff negotiated modified contract terms and conditions with Quality Scales, including 24-hour emergency services. The modified general services contract with Quality Scales includes changes to standard District indemnification requirements; specifically, the indemnification language requires Quality Scales to indemnify the District in proportion to the liabilities attributable to Quality Scales negligence where both parties are liable for a loss. Following review of the modified indemnification language and associated risks with legal counsel, staff recommends approval of the modified general services contract with this change to the indemnification language.

Financial Impact

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

Attachments

None.



Prepared by: _____

Dean Eckerson
Resource Recovery Services Director

cc: USA Scales Inc., dba Quality Scales Unlimited
District File No. BRD.01-ACTS



December 21, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AN ADMINISTRATIVE SERVICES AGREEMENT WITH MISSIONSQUARE RETIREMENT, A NONPROFIT CORPORATION, TO PROVIDE AND ADMINISTER A RETIREMENT HEALTH SAVINGS PROGRAM IN ACCORDANCE WITH MEMORANDA OF UNDERSTANDING WITH PROFESSIONAL AND TECHNICAL, AND MANAGEMENT ASSOCIATION BARGAINING UNITS

Recommendations

Authorize the General Manager to execute an Administrative Services Agreement with MissionSquare Retirement (MissionSquare), a nonprofit corporation, to provide and administer a Retirement Health Saving (RHS) Program in accordance with Memoranda of Understanding (MOUs) with the Local One AFSCME Council 57 for the Professional and Technical (P&T) Representation Bargaining Unit, and the Management Association (MA) Bargaining Unit.

Background Information

Following completion of labor negotiations on new MOU terms and conditions with P&T and MA, the Board approved the respective MOUs and associated salary schedules at its October 12, 2022 meeting. The Unrepresented Managers' individual Employment Agreements provide for the same salary adjustments and benefits as the MA MOU. The District remains actively engaged in labor negotiations with the O&M bargaining unit.

Analysis

The new language in the MOUs improves accuracy and clarity, ensures compliance with current legal, regulatory, and code requirements, and defines employment benefits including retiree medical provisions. Retired employees will receive contributions toward retiree medical benefits at various amounts based on each employee's date of hire. In addition to those contributions, the District will also provide active P&T and MA members, and Unrepresented Managers with portable RHS accounts and contribute to those accounts at various rates depending on the employee's hire date (\$390, \$2,600, or \$10,400 per year). To establish the RHS Program with MissionSquare, the District must execute an Administrative Services Agreement that includes a provision requiring the District to indemnify and hold MissionSquare harmless from any claim, regulatory proceeding, or litigation from any act done or omitted to be done excepting any losses, penalties, or expenses resulting from MissionSquare's negligence, bad faith, or willful misconduct. This indemnification provision represents a potential unknown financial risk. However, due to the contractual requirement to provide this benefit in the MOUs, staff recommends that the Board of Directors authorize the General Manager to execute this agreement with this indemnification language.

Financial Impact

Sufficient funding is available in the FY22/23 Budget for MissionSquare annual service fees (approximately \$1,025). As noted at the October 12, 2022 Board meeting, it is estimated that annual operating costs will increase by approximately \$225,000 above financial planning projections and assumptions. Staff will incorporate the key financial outcomes associated with MOU implementation in the upcoming budget development process and financial planning activities later this fiscal year. The District expects the new MOU terms and conditions to provide a long-term financial benefit as insurance premiums and employment status demographics change over time.



Attachment

MissionSquare Administrative Services Agreement

Reviewed by:



Brian Thomas
Acting Business Services Director

cc: District File No. BRD.01-ACTS



ADMINISTRATIVE SERVICES AGREEMENT

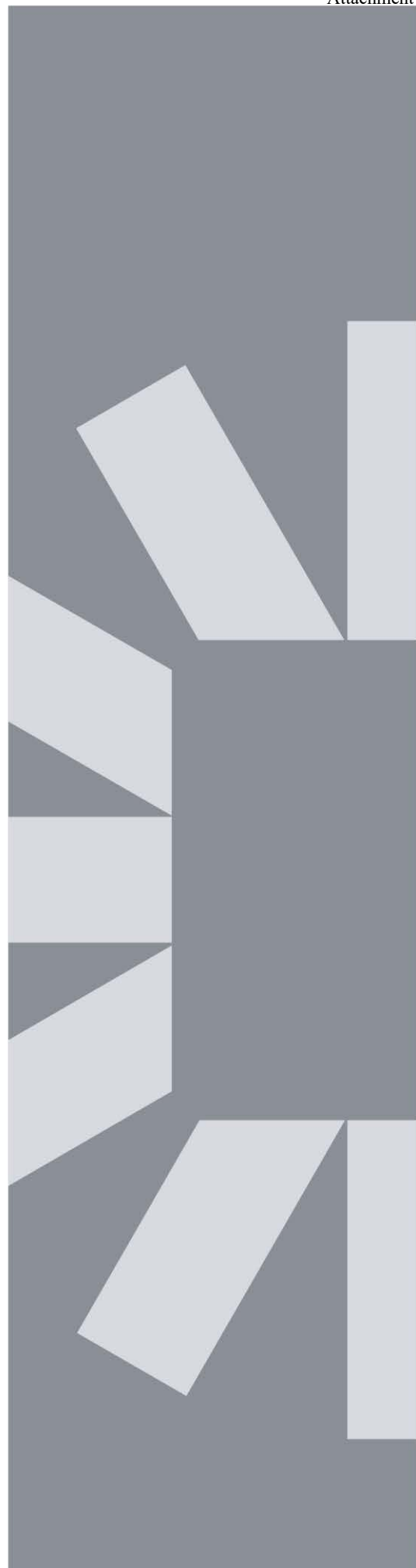
for

Delta Diablo

Type: **RHS**

Account Number: **800359**

MissionSquare
RETIREMENT



ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of this day, (please enter date) _____ (herein referred to as the "Inception Date"), between The International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the **Delta Diablo** ("Employer") a local governmental instrumentality organized and existing under the laws of the State of **California** with an office at **2500 Pittsburg-Antioch Hwy, Antioch, California 94509**.

RECITALS

Employer acts as a public plan sponsor for a retiree health plan with responsibility to obtain investment alternatives and services for employees participating in that plan;

Employer desires to make the Retirement Health Savings ("RHS") Program provided by MissionSquare available to its employees through the Employer's integral part trust ("Trust") and the Employer's welfare benefits plan ("Plan");

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC ("VTC"), the Trustee of VantageTrust II Multiple Collective Investment Funds Trust ("VantageTrust II");

VantageTrust II is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Rulings 81-100 and 2011-1, which provides for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit sharing plans, and retiree welfare plans, and other eligible investors;

VTC makes a series of separate funds (the "MSQ Funds Class S") available through VantageTrust II for the investment of plan assets as referenced in the Declaration of Trust and Disclosure Memorandum ("Disclosure Materials");

The MSQ Funds Class S are available only through adoption of VantageTrust II; and

MissionSquare provides a complete offering of services to public employers for the operation of employee retirement and retiree health savings plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, and benefit disbursement.

AGREEMENTS

1. Acceptance of RHS Program

Employer agrees to make the RHS Program provided by MissionSquare available to its employees. The details of the RHS Program shall be as mutually agreed between the Employer and MissionSquare, and in general shall be as set forth in the RHS Program materials developed by MissionSquare and provided to Employer. The RHS Program materials are hereby incorporated by reference and made a part of this Agreement, except that Employer and MissionSquare may from time to time mutually agree in writing to terms that vary from the RHS Program materials. RHS Program materials shall include the *VantageCare RHS Employer Manual*, available electronically through the plan sponsor website upon adoption of the RHS Program.

2 Appointment of MissionSquare

Employer hereby appoints MissionSquare as the exclusive Recordkeeper for the RHS Plan to perform all non-discretionary functions necessary for the administration of the RHS Plan with respect to assets in the RHS Plan transferred to its administration.

The functions to be performed by MissionSquare and its agents include:

- (a) allocation in accordance with participant direction of individual accounts to investment funds ("Funds") made available to Plan participants;
- (b) maintenance of individual accounts for participants reflecting amounts contributed, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as agent for the Employer in accordance with terms of the Plan; and
- (f) performance of tax withholding and reporting in conjunction with the Employer for each RHS account.

3. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities with respect to the Plan, including information needed to allocate individual participant accounts to Funds, and information as to the benefit eligibility and employment status of participants, and participants' ages, addresses, dependents, spouses and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. This is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant, spouse or dependent that is furnished by such participant, spouse or dependent, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

4. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- (b) MissionSquare is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare will handle participant information in the manner described in the Business Associate Agreement to be executed between the Plan and MissionSquare, a form of which is provided as Exhibit A to this Agreement.

5. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound

or to which it is a party.

- (b) Information required to be retained by the Employer shall be set forth in the RHS Program materials developed by MissionSquare and provided to the Employer.
- (c) Employer is required to send in contributions through the plan sponsor website, the online plan administration tool provided by MissionSquare.
- (d) Employer is responsible for determining that there are no state or local laws that would prohibit it from establishing the RHS Program. Employer is also responsible for determining that the investments selected for the Plan fall within state or local requirements. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements unless Employer notifies MissionSquare of any such local or state requirements.
- (e) Employer acknowledges that the RHS Plan is a "health plan" for Health Insurance Portability and Accountability Act ("HIPAA") purposes and therefore is subject to HIPAA privacy rules. Employer also acknowledges that the RHS Plan is a Health Reimbursement Arrangement, subject to applicable provisions of the Affordable Care Act ("ACA"). An employer sponsoring the Plan is responsible for complying with the HIPAA privacy and security rules with respect to all protected health information created, maintained, received, or transmitted in relation to the Plan and is responsible for complying with the ACA.
- (f) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (g) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the selection and retention of the Plan's investment options, including the selection of the applicable mutual fund share class.
- (h) Employer confirms that it has executed a Participation Agreement for VantageTrust II and acknowledges that it has received the Disclosure Materials.

6. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings regarding the Plan involving the garnishment of benefits or the transfer of benefits pursuant to a medical child support order. Unless Employer notifies MissionSquare otherwise, Employer authorizes MissionSquare to determine whether disbursement of benefits to a spouse or child pursuant to a medical child support order is appropriate.

7. Compensation and Payment

Absent an explicit agreement to the contrary between MissionSquare and Employer, participant fees and expenses shall be payable from RHS assets, in accordance with the requirements of the RHS Program as set forth below.

- (a) Asset-based fees will be included in the daily unit value of each MSQ Fund Class S, and no separate asset-based fees will be assessed.
- (b) A \$ 25 annual account administration fee will be charged quarterly to each Accountholder's account.
- (c) The account administration fee is subject to change with appropriate prior notification.
- (d) **Compensation for Advisory and other Services to MissionSquare Funds Class M.** Employer acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MSQ Funds Class M, which are collective funds serving as the underlying funds to certain MSQ Funds Class S.

8. Contribution Remittance

Employer understands that amounts contributed to the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer in the RHS Program materials and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred, MissionSquare will return it to Employer with proper instructions.

9. Responsibility

- (a) MissionSquare shall not be responsible for any acts or omissions of any

person with respect to the Plan, or its related Trust, other than MissionSquare in connection with the administration or operation of the Plan or its related Trust.

- (b) The Employer understands that, as a general matter, the Internal Revenue Service ("IRS") may decline to rule on certain design features or provisions that the Employer may request to have added to the RHS Program materials. The Employer agrees to hold MissionSquare harmless in connection with the addition and administration of any Plan feature or provision requested by the Employer for which the IRS will not provide express interpretive guidance.

10. Indemnification

Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related Trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect for an initial term beginning on the Inception Date and ending **5 years** after the Inception Date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust II as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.

- (b) The parties agree that only an adjustment to compensation or administrative and operational services under this Agreement may be implemented by MissionSquare through a proposal to the Employer via correspondence or the Employer Bulletin. The Employer will be given at least 60 days to review the proposal before the effective date of the adjustment. Such adjustment shall become effective unless, within the 60-day period, the Employer notifies MissionSquare in writing that it does not accept such adjustment, in which event the parties will negotiate with respect to the adjustment.
- (c) No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

13. Notices

All notices required to be delivered under this Agreement shall be delivered electronically, personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer at the office set forth in the first paragraph hereof, or to any other address designated by the party to receive the same by written notice similarly given.

14. Complete Agreement

This Agreement, with an executed Business Associate Agreement, shall constitute the sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of **California**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto have executed this Agreement as of the Inception Date first above written.

DELTA DIABLO

By _____
Signature / Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT
CORPORATION doing business as
MISSIONSQUARE RETIREMENT**

By  _____
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts_ICMA-RC@missionsq.org

Exhibit A

RHS HIPAA BUSINESS ASSOCIATE AGREEMENT FOR PLAN NUMBER 800359

This Business Associate Agreement ("BA Agreement") supplements and is made part of the Administrative Services Agreement entered into between **Delta Diablo** on behalf of Plan Number **800359** ("Covered Entity" or "**Delta Diablo RHS**") and The International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("Business Associate") on (please enter date) _____, and is effective as of the effective date of the Administrative Services Agreement (the "Effective Date").

RECITALS

Covered Entity is a group health plan that reimburses medical expenses for eligible participants, their spouses, and their dependents. Under the Health Information Portability and Accountability Act of 1996 ("HIPAA"), Covered Entity is required to enter into this BA Agreement to obtain satisfactory assurances that Business Associate will appropriately safeguard all Protected Health Information ("PHI"), as defined herein, that is created, maintained, received, or transmitted by Business Associate on behalf of Covered Entity.

Business Associate is a record keeper providing administrative services to Covered Entity. In general, Business Associate will not have access to information that would traditionally be considered PHI because participant medical information used to substantiate reimbursements is sent directly to and reviewed by a third-party claims processor. The third-party claims processor has agreed to protect PHI that it creates, maintains, receives, or transmits in a manner that is consistent with and as stringent as the terms agreed to by Business Associate under this BA Agreement with respect to information that could be considered PHI. Business Associate has access to information that might be interpreted as PHI, including an individual's participation in the plan, reimbursement amounts, and the timing of reimbursements.

In consideration of the mutual promises below and the exchange of information pursuant to this BA Agreement and in order to comply with all legal requirements for the protection of this information, Covered Entity and Business Associate agree as follows:

1. DEFINITIONS

- a. The following terms used in this BA Agreement shall have the same meaning as those terms are defined in the HIPAA Rules: Breach, Data Aggregations, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

- b. "Administrative Services Agreement" refers to a separate agreement outlining the services MissionSquare will provide to Covered Entity and the terms and conditions governing the provision of such services. The Administrative Services Agreement is made between MissionSquare and **Delta Diablo RHS** or its sponsor, acting on behalf of **Delta Diablo RHS**.
- c. "Business Associate" shall have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to this BA Agreement shall mean MissionSquare.
- d. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference this BA Agreement, shall mean **Delta Diablo RHS**.
- e. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- f. "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR 170 and 164, Subparts A and E.
- g. "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.
- h. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, Subparts A and C.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate agrees to:

- a. Not Use or Disclose PHI other than as permitted or required by this BA Agreement or as required by law.
- b. Use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement, and comply with subpart C of 45 CFR Part 164 with respect to electronic PHI in Business Associate's custody or control, to prevent Use or Disclosure of PHI other than as provided for by this BA Agreement.
- c. Report to Covered Entity any Use or Disclosure of PHI not provided for by the BA Agreement of which it becomes aware not more than 60 calendar days after Business Associate discovers such non-permitted Use or Disclosure, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident for which it becomes aware.

- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Make available, within 30 calendar days of the request of Covered Entity, PHI in a Designated Record Set in Business Associate's custody or control, to Covered Entity, or as Directed by Covered Entity, to an individual, so that Covered Entity may meet its access obligations under 45 CFR § 164.524.
- f. Make any amendment(s) to PHI in a Designated Record Set in Business Associate's custody or control as directed in writing by the Covered Entity pursuant to 45 CFR 164.526 no later than 60 days after receipt of such request, so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.
- g. Maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as requested by Covered Entity in writing and as necessary to satisfy the Covered Entity's obligations under 45 CFR 164.528.
- h. Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.
- i. Not directly or indirectly receive remuneration in exchange of PHI.
- j. Comply with the administrative simplification rules applicable to standard transactions, if Business Associate conducts such transactions under the electronic data interchange rules on behalf of Covered Entity.
- k. To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Administrative Services Agreement and as permitted by this BA Agreement.
- b. Business Associate may Use or Disclose PHI as required by law or to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(i).
- c. Except as otherwise limited by this BA Agreement, Business Associate agrees to make Uses and Disclosures and requests for PHI consistent with the

Covered Entity's Minimum Necessary policies and procedures when such are provided by the Covered Entity to Business Associate.

- d. Business Associate is authorized to de-identify information in accordance with 45 CFR 164.514(a)-(c).
- e. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.
- f. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- g. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity.

4. OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY

- a. Covered Entity shall notify Business Associate of any limitations in the Notice of Privacy Practices that Covered Entity provides to individuals pursuant to 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restrictions on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d. Covered Entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except to the extent that Business Associate will Use or Disclose PHI for Data Aggregation or management and administration and legal responsibilities of the Business Associate.
- e. Covered Entity shall notify Business Associate of any confidential communication requests with which the Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent such requests would affect Business Associate's Use or Disclosure of PHI.

5. TERM AND TERMINATION

- a. This BA Agreement shall be effective as of the Effective Date, and shall terminate upon the termination of the Administrative Services Agreement, subject to the provisions below regarding the return or destruction of PHI.
- b. Business Associate authorizes termination of this BA Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the BA Agreement, and Business Associate has not cured the Breach or ended the violation, following written notice to the Business Associate, within a reasonable period of time not to exceed any reasonable cure period defined in the Administrative Services Agreement.
- c. Upon termination of this BA Agreement for any reason, Business Associate, with respect to PHI Received from Covered Entity, or created, maintained, or received from Business Associate on behalf of Covered Entity, shall:
 - i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains PHI;
 - iv. Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Paragraph 3(f);
 - v. Return to Covered Entity or, if agreed to Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities;
 - vi. Notwithstanding any other provision of this BA Agreement, upon termination, Business Associate may also transmit PHI to another Business Associate of the Covered Entity upon the written request of the Covered Entity.
- d. The obligations of Business Associate under Section 5, Term and Termination, shall survive the termination of this BA Agreement.

6. GENERAL PROVISIONS

- a. A reference in this BA Agreement to a section in the HIPAA Rules means the section as in effect or amended.


- b. The parties agree to take such action as is necessary to amend this BA Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable laws.
- c. Any ambiguity in this BA Agreement shall be interpreted to permit compliance with the HIPAA rules.
- d. Nothing in this BA Agreement shall be construed as creating any rights or benefits to any third parties.
- e. The invalidity and unenforceability of any provision of this BA Agreement shall not affect the enforceability of any other provision of this BA Agreement or the Administrative Services Agreement, which shall remain in full force and effect.
- f. All notices and communications required by this BA Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid, or (iv) by electronic mail to the address that each party specifies in writing.
- g. This BA Agreement and the Administrative Services Agreement constitute the entire agreement between the parties with respect to its subject matter and constitute and supersede all prior agreements, representations, and understandings of the parties, written or oral, with regard to the same subject matter.

DELTA DIABLO RHS

By _____
Signature / Date

Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION doing business as MISSIONSQUARE RETIREMENT**

By 
Erica McFarquhar
Authorized Representative

December 21, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 1 TO CONSULTING SERVICES CONTRACT IN THE AMOUNT OF \$242,956, FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,144,574, PSOMAS, CONSTRUCTION MANAGEMENT SERVICES, TREATMENT PLANT ELECTRICAL SWITCHGEAR REPLACEMENT, PROJECT NO. 17120

Recommendation

Authorize the General Manager to execute Amendment No. 1 to the consulting services contract with Psomas in the amount of \$242,956, for a new total contract amount not to exceed \$1,144,574, to provide additional construction management and inspection services during construction for the Treatment Plant Electrical Switchgear Replacement (Switchgear) Project.

Background Information

In January 2021, the Board awarded the construction contract for the Switchgear Project to Cupertino Electric, Inc. to replace the main electrical distribution switchgear equipment at the District's Wastewater Treatment Plant. In addition, the Board authorized executing consulting services contracts with Lee & Ro and Psomas to provide engineering services during construction, and construction management and inspection services, respectively. Construction commenced in July 2021 with project completion anticipated in fall 2022.

Analysis

The original project design included a single-pole mounted alternating current (AC) disconnect switch to comply with PG&E Greenbook Standards for isolating power generation systems. This design was based on a variance request to install the AC disconnect switch upstream of the PG&E meter. During construction, PG&E rejected the proposed variance and required compliance with current PG&E Greenbook Standards for AC disconnect switches on power generating sources. In addition, a discrepancy between the contract plans and specifications on the electrical grounding (neutral bus) requirements necessitated modifications to the new switchgear and bus duct. These PG&E requirements and additional expanded scope elements extended the overall project duration, which requires an increase in construction management and inspection services during construction from Psomas.

Project completion is now anticipated in fall 2023, which will be 10 to 12 months beyond the original project completion date. The current contract budget for Psomas did not include this additional time extension. Staff recommends executing Amendment No. 1 with Psomas to support the required level of construction management and inspection services during construction through April 2023 to allow for further evaluation of these unforeseen changes.

Financial Impact


The adopted FY22/23 Budget includes an appropriation of \$5.0 million for the Treatment Plant Electrical Switchgear Replacement Project, with a total budget of \$12.2 million in the adopted 5-year Capital Improvement Program (Wastewater Capital Asset Replacement Fund). Sufficient funding is available in the current fiscal year for the planned expenditures. Staff may recommend



additional project funding allocation in the future once the impact associated with the PG&E approval process is fully determined.

Attachment

Psomas Amendment No. 1 Scope and Cost Summary

Reviewed by: 

Thanh Vo
Acting Engineering Services Director

cc: Chris Davenport, Psomas
District File No. BRD.01-ACTS



**TREATMENT PLANT ELECTRICAL SWITCHGEAR REPLACEMENT
PROJECT NO. 17120**

**AMENDMENT NO. 1
PSOMAS (CONSULTANT)**

SCOPE OF WORK AND COST ESTIMATE SUMMARY

<u>DESCRIPTION</u>	<u>PROPOSED COST</u>
Original Authorized Contract Amount	\$ 901,618
Amendment No. 1 Scope of Work (Estimated Costs through April 2023)	
1. Construction Management/Construction Engineer Services	\$ 102,763
2. Construction Inspection Services	\$ 140,193
Amendment No. 1 Subtotal	\$ <u>242,956</u>
TOTAL	\$ 1,144,574

December 21, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE AMENDMENT NO. 4 TO CONSTRUCTION SERVICES CONTRACT IN THE AMOUNT OF \$23,500, FOR A NEW TOTAL CONTRACT AMOUNT NOT TO EXCEED \$1,710,600, J.W. BACKHOE & CONSTRUCTION, INC., CONSTRUCTION SERVICES, BRIDGEHEAD PIPELINE REPLACEMENT, PROJECT NO. 21123

Recommendation

Authorize the General Manager to execute Amendment No. 4 to the construction services contract with J.W. Backhoe & Construction, Inc. (J.W. Backhoe) in the amount of \$23,500, for a new total contract amount not to exceed \$1,710,600, to provide construction services for the Bridgehead Pipeline Replacement Project.

Background Information

On September 9, 2020, the Board adopted a resolution declaring an emergency and finding that public interest and necessity demanded the immediate expenditure of public money to repair the unanticipated structural failure of an 18-inch gravity sewer segment of the Bridgehead conveyance system on August 2, 2020, without submitting the expenditure to public bid, to safeguard life, health, and property. In addition, the Board authorized the General Manager to negotiate and execute agreements for material procurement, construction, and other related services as required to complete the necessary emergency repair in an amount of \$1,400,000. J.W. Backhoe was contracted to install a temporary piping system, while the permanent replacement was being designed and constructed, for an amount of \$1,000,000, which was most recently amended to \$1,687,100 in June 2022. The amended contract with J.W. Backhoe included additional equipment rental services through December 2022 to account for completion of the permanent pipeline installation.

Analysis

Because of the ongoing impacts of the pandemic on the construction supply chain, the specified materials for the permanent replacement project, originally scheduled in March 2022 and later delayed to August 2022, was largely delivered in November 2022. There are several remaining items scheduled to arrive in December 2022. Due to this latest delay, along with Burlington Northern Santa Fe's fourth quarter construction moratorium, construction is now anticipated to be completed in March 2023.

In June 2022, J.W. Backhoe stated its desire not to extend the amended contract beyond December 2022. Given the new anticipated completion date and J.W. Backhoe's position, staff has coordinated with the contractor for the permanent replacement project, Con-Quest Contractors Inc. (Con-Quest) to replace all of the protective devices (e.g., k-rail and associated traffic control) for the temporary piping system. Con-Quest will assume responsibility for the temporary bypass system upon contract termination with J.W. Backhoe. To account for the demobilization of the existing protective devices, staff recommends increasing the amended contract with J.W. Backhoe in the amount of \$23,500, for a total contract amount of \$1,710,600 (refer to attachment).



Financial Impact

The adopted FY22/23 Budget includes an appropriation of \$0.7 million for the Bridgehead Pipeline Replacement Project, with a total project budget of approximately \$4.8 million in the adopted 5-year Capital Improvement Program (Wastewater Capital Asset Replacement Fund). Sufficient funding is available in the current fiscal year for the planned expenditures.

Attachment

J.W. Backhoe Scope and Cost Estimate Summary, Amendment No. 4

Reviewed by:



Thanh Vo
Acting Engineering Services Director

cc: District File BRD.01-ACTS



**BRIDGEHEAD PIPELINE REPLACEMENT
PROJECT NO. 21123**

AMENDMENT NO. 4
J.W. BACKHOE & CONSTRUCTION, INC. (CONTRACTOR)

SCOPE OF WORK AND COST ESTIMATE SUMMARY

<u>DESCRIPTION</u>	<u>PROPOSED COST</u>
Original Authorized Contract Amount	\$1,000,000
Amendment No. 1 – Rental costs through June 2022	\$432,100
Amendment No. 2 – Time Extension to December 31, 2022	\$0
Amendment No. 3 – Rental costs through December 2022	\$255,000
Amendment No. 4 Scope of Work	
Protective Devices (e.g., k-rail) Demobilization	\$23,500
Amendment No. 4 Subtotal	\$23,500
	<hr/>
TOTAL	\$1,710,600

December 21, 2022

APPROVE REAPPROPRIATION OF CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET CARRIED FORWARD FROM FISCAL YEAR 2021/2022 TO FISCAL YEAR 2022/2023, AND ADJUSTMENT AND/OR CLOSING OF CIP PROJECTS IN FISCAL YEAR 2021/2022

Recommendations

1. Approve reappropriation of the Capital Improvement Program (CIP) budget from Fiscal Year 2021/2022 (FY21/22) to FY22/23 for activity related to ongoing multi-year projects in the amount of \$7,128,125.
2. Approve adjustment and/or closing of CIP projects in FY21/22 in the amount of \$3,895,140.

Background Information

Annually, as part of the fiscal year-end closing process, the District thoroughly reviews the Board-approved 5-year CIP budget to: 1) identify and “carry forward” unexpended budgeted funds from the previous year to the current fiscal year for ongoing multi-year capital projects, and 2) adjust and/or close budgets for capital projects that are complete or no longer active from the prior fiscal year.

Analysis

CIP Budget Carry Forward from FY21/22 to FY22/23: Staff has identified a total of \$7,128,125, comprising 48 carryover transactions for 41 capital projects, to be carried forward from FY21/22 to FY22/23 (Attachment 1). Two projects that are currently in construction have funding amounts greater than \$500,000 and account for \$2,726,624 (38%) of the total carry forward amount, as highlighted in Table 1 below. The Manhole, Gravity Interceptor, and Easement Roadway Improvements Project is a multi-year project that is anticipated to be completed in FY24/25 and the Bridgehead Pipeline Replacement Project is anticipated to be completed in FY22/23.

Table 1. Significant Capital Projects to be Carried Forward from FY21/22 to FY22/23

Project Description	Fund	Project No.	CIP Budget Carried Forward (\$)
Manhole, Gravity Interceptor, and Easement Road Improvements	WW CAR	21114	565,739
Manhole, Gravity Interceptor, and Easement Road Improvements	BP CA	21114	255,271
Bridgehead Pipeline Replacement	WW CAR	21123	1,905,614
TOTAL - ALL FUNDS			\$2,726,624

FY21/22 Project Closures and Associated Budget Adjustments: In conjunction with the CIP budget carry forward analysis, staff recommends the closure of 21 CIP projects in FY21/22 (Attachment 2). In general, these projects have remaining budget due to cost savings, changes to project scope, and/or project discontinuation and will largely increase fund equity in the Bay Point Capital Asset Fund and Wastewater Capital Asset Replacement Fund. Because actual spending slightly exceeded available budget for a few capital projects due to unanticipated expenditures, staff is recommending that the Board authorize necessary minor budget adjustments to align budgeted and actual expenditures prior to closing these projects. The net impact of the project closures is a \$916,829 reduction to the FY21/22 CIP budget.

FY21/22 CIP Budget Adjustments: Staff recommends budget adjustments for 23 CIP projects in FY21/22 that remain open in FY22/23 with budget reductions for most of these projects (20 of 23 projects) due to cost savings, scope changes, and implementation schedule or project timing

adjustments. These CIP budget adjustments would result in a \$2,978,311 increase in capital fund equity. Staff will consider the need for future budget adjustments for these projects as part of future 5-year CIP development processes.

Table 2 below provides a summary of the adopted FY21/22 CIP budget in the amount of \$22,115,608, actual project expenditures of \$11,092,343 (50%) incurred during FY21/22, the proposed CIP budget to be carried forward from FY21/22 to FY22/23 for active FY22/23 projects totaling \$7,128,125 (32%), and proposed CIP project closures with associated adjustments and budget adjustments for active CIP projects in the amount of \$3,895,140 (18%) (i.e., \$916,829 + \$2,978,311).

Table 2. Summary of Proposed CIP Budget Carry Forward and/or Adjustments


Fund	CIP Budget FY21/22	Actual Expenditures FY21/22	Closed/ Adjusted CIP Budget FY21/22	Proposed CIP Budget Carry Forward FY21/22 to FY22/23
WW Capital Asset (120)	407,500	-142,733	-116,518	148,249
WW Capital Asset - Adv Treatment (125)	66,383	-30,344	-30,000	6,039
WW Capital Asset Replacement (130)	19,654,020	-9,894,608	-3,433,501	6,325,911
WW Capital Expansion (140)	80,000	0	-80,000	0
Recycled Water (220, 230, 240)	1,331,364	-929,981	-45,231	356,152
HHW Capital Asset (320)	61,503	0	-25,000	36,503
Bay Point Capital Asset (520)	514,838	-94,677	-164,890	255,271
TOTAL - ALL FUNDS	\$22,115,608	-\$11,092,343	-\$3,895,140	\$7,128,125

Financial Impact

Because the proposed \$7,128,125 CIP budget being carried forward was previously budgeted in FY21/22 and would now be reappropriated to FY22/23 if approved, there is no fiscal impact. The proposed closeout of CIP projects and associated budget adjustments will assist in finalizing financial recording of project expenses. Staff will consider the impacts of these project carryover activities on overall and individual fund equity as part of the upcoming FY23/24 Budget and Sewer Service Charge development process.

Attachments

- 1) CIP Budget Carry Forward FY21/22 to FY22/23 by Project
- 2) CIP Budget Closures/Adjustments FY21/22 by Project

Reviewed by: 
 Brian Thomas
 Acting Business Services Director

cc: District File No. BRD.01-ACTS



Attachment 1
CIP Budget Carry Forward FY21/22 to FY22/23 by Project

ITEM F/9
Attachment 1

No.	Carryover Project Description	Project	Fund	CIP Budget Carryover
1	Permanent Brine Transfer Facility	18109	120	\$ -
2	Asset Management Program	19109	120	125,000
3	Resource Recovery Master Plan (Minor Project 18120)	80009	120	23,249
4	Secondary Process Improvements	22126	125	-
5	Resource Recovery Master Plan (Minor project 18120)	80009	125	6,039
6	Treatment Plant Electrical Switchgear Replacement	17120	130	133,043
7	Shore Acres Pump Station Sewage Pump Replacement	17138	130	45,981
8	SCADA Communication Network / PLC Processor Upgrade	18114	130	-
9	Treatment Plant Roadway Maintenance Project	18115	130	-
10	Emergency Retention Basin Improvements	19110	130	-
11	On-Site Fueling Station Replacement	19112	130	387,729
12	Aboveground Fuel Storage Tank Rehabilitation	20113	130	100,000
13	Vehicle Replacements	20117	130	131,635
14	Antioch Pump Station & Conveyance System Improvements	20121	130	-
15	BHPS Sewage Diversion Pump Rebuilds	21112	130	190,000
16	Site Security Improvements	21113	130	150,000
17	Manhole, Gravity Interceptor, and Easement Road	21114	130	565,739
18	ERB Pump Rebuilds	21115	130	100,574
19	Remote Sites Connectivity Improvements	21117	130	50,000
20	Digester No. 1 Cleaning & Repair	21118	130	150,000
21	Digester Gas Handling and Compressors Replacement	21119	130	250,000
22	Primary Service Water Filter Replacement	21120	130	150,000
23	Bridgehead Pipeline Replacement	21123	130	1,905,614
24	Small District Capital Asset Project	22100	130	25,000
25	Cogen System Improvements	22114	130	250,000
26	CCT Service Water Pumps Replacement	22116	130	-
27	TTF Odor Control Rehabilitation	22117	130	-
28	Dewat Boller Replacement	22118	130	100,000
29	Primary Clarifiers 1 & 4 Drive Unit Replacement	22119	130	-
30	Force Mains & Gravity Interceptors Cleaning and Maintenance	22120	130	200,000
31	Vactor Decant Facility	22121	130	100,000
32	Arcy Lane Junction Structure Rehabilitation	22122	130	-
33	CCT Analyzer Building improvements	22123	130	100,000
34	Cathodic Protection Monitoring Program	22124	130	-
35	Manhole Performance Monitoring Program	22125	130	50,000
36	Secondary Process Improvements	22126	130	-
37	POC Chiller Replacement	22128	130	300,000
38	Shore Acres Interceptor Emergency Repair	22129	130	125,765
39	Plant Operations Center Conduit and Generator Wiring Repair	22130	130	75,000
40	Pump Station Facility Repair (Minor projects 17128-17132)	80008	130	468,734
41	Resource Recovery Master Plan (Minor project 18120)	80009	130	221,097
42	Secondary Process Improvements	22126	140	-
43	Sand Filter Intermittent Backwash System	21121	230	237,709
44	RWF Sand Pump Piping Replacement	22127	230	100,000
45	Resource Recovery Master Plan (Minor project 18120)	80009	240	18,443
46	Site Security Improvements	21113	320	36,503
47	Bay Point Overlay Manhole Adjustments	20119	520	-
48	MH, Gravity Interceptor, and Easement Road Improvements	21114	520	255,271

Fund Codes:

- 120: Wastewater - Capital Asset
- 125: Wastewater Capital Asset - Advanced Treatment
- 130: Wastewater - Capital Asset Replacement
- 140: Wastewater - Capital Expansion
- 220: Recycled Water - Capital Asset
- 230: Recycled Water - Capital Asset Replacement
- 240: Recycled Water - Capital Expansion
- 320: Household Hazardous Waste - Capital Asset
- 520: Bay Point - Capital Asset

TOTAL	\$	7,128,125
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Attachment 2
CIP Budget Closures/Adjustments FY21/22, by Project

No.	Project Description	Project No.	Fund No.	CIP Budget Adjustment: Increases/ (Reductions)
Project Closures and Associated Budget Adjustments				
1	East County Bioenergy Project	16117	120	\$ (9,661)
2	Conveyance and Treatment Systems Reliability Improvements	22107	120	-
3	Energy and Water Efficiency Improvements	22108	120	(12,500)
4	Headworks Improvements	17117	130	114,251 ⁽²⁾
5	Sodium Bisulfite Tank and Chemical Building Canopy Replacement	17139	130	16,055
6	Primary Clarifier Area Improvement	17140	130	5,183 ⁽²⁾
7	Triangle Pump Station Replacement	19111	130	(342,764)
8	Sewer Permit Software Replacement	20112	130	3,912 ⁽¹⁾
9	River Watch Settlement Compliance	20120	130	(9,377)
10	PFM 2401 Dresser Coupler Removal	21116	130	(250,000)
11	Conveyance and Treatment Systems Reliability Improvements	22107	130	(25,000)
12	Energy and Water Efficiency Improvements	22108	130	(12,500)
13	Unanticipated Wastewater Treatment & Conveyance Infrastructure Repairs	22109	130	(135,859)
14	Lab Equipment Replacement	22110	130	(8,821)
15	IT Equipment Replacement	22111	130	39,602 ⁽²⁾
16	Pump Station Grinder Replacements	22112	130	898 ⁽²⁾
17	Primary Clarifiers Area Improvements - Phase 2	22115	130	(150,000)
18	Pump Station Grinder Replacement	20115/ 21124	130	(5,127)
19	Small Recycled Water Facility Capital Asset Project	22103	220	(50,000)
20	Sand Filter Air Compressor Replacement	21122	230	(18,905)
21	Unanticipated Recycled Water Infrastructure Repairs	22104	230	23,674 ⁽²⁾
22	Household Hazardous Waste Improvements	22105	320	(25,000)
23	River Watch Settlement Compliance	20120	520	(14,239)
24	Unanticipated Bay Point Repairs	22106	520	(50,651)

SUBTOTAL \$ (916,829)

CIP Budget Adjustments

1	Permanent Brine Transfer Facility	18109	120	1,897 ⁽³⁾
2	Asset Management Program	19109	120	(99,093)
3	Small District Capital Asset Project	22100	120	2,839 ⁽²⁾
4	Secondary Process Improvements	22126	125	(30,000)
5	SCADA Communication Network / PLC Processor Upgrade	18114	130	(150,000)
6	Treatment Plant Roadway Maintenance Project	18115	130	(250,000)
7	Emergency Retention Basin Improvements	19110	130	(46,751)
8	Aboveground Fuel Storage Tank Rehabilitation	20113	130	(76,166)
9	Antioch Pump Station & Conveyance System Improvements	20121	130	88,017 ⁽²⁾
10	Site Security Improvements	21113	130	(168,773)
11	Remote Sites Connectivity Improvements	21117	130	(50,000)
12	Digester No. 1 Cleaning & Repair	21118	130	(220,272)
13	Digester Gas Handling and Compressors Replacement	21119	130	(450,000)
15	CCT Service Water Pumps Replacement	22116	130	(150,000)
16	TTF Odor Control Rehabilitation	22117	130	(100,000)
17	Dewat Boller Replacement	22118	130	(200,000)
18	Primary Clarifiers 1 & 4 Drive Unit Replacement	22119	130	(100,000)
19	Vactor Decant Facility	22121	130	(100,000)
20	Arcy Lane Junction Structure Rehabilitation	22122	130	(136,936)
21	CCT Analyzer Building improvements	22123	130	(100,000)
22	Cathodic Protection Monitoring Program	22124	130	(50,000)
23	Secondary Process Improvements	22126	130	(390,000)
24	Plant Operations Center Conduit and Generator Wiring Repair Project	22130	130	(23,073)
25	Secondary Process Improvements	22126	140	(80,000)
26	Bay Point Overlay Manhole Adjustments	20119	520	(100,000)

SUBTOTAL \$ (2,978,311)

Fund Codes:

120: Wastewater - Capital Asset
125: Wastewater Capital Asset - Advanced Treatment
130: Wastewater - Capital Asset Replacement
140: Wastewater - Capital Expansion
220: Recycled Water - Capital Asset
230: Recycled Water - Capital Asset Replacement
240: Recycled Water - Capital Expansion
320: Household Hazardous Waste - Capital Asset
520: Bay Point - Capital Asset

TOTAL \$ (3,895,140)

Notes:

(1) CIP Budget adjustments needed due to additional expenses incurred after projects were closed in the prior year.

(2) Additional unanticipated costs were incurred than previously budgeted.

(3) Corteva is responsible for all costs associated with this project and will be billed for the reimbursement due.

December 21, 2022

AUTHORIZE GENERAL MANAGER TO EXECUTE WASTE SERVICE AGREEMENT IN THE AMOUNT OF \$5,000, ASBURY ENVIRONMENTAL SERVICES, DBA WORLD OIL ENVIRONMENTAL SERVICES, WASTE TRANSPORTATION AND DISPOSAL SERVICES

Recommendation

Authorize the General Manager to execute a waste service agreement in the amount of \$5,000 with Asbury Environmental Services, dba World Oil Environmental Services (World Oil) for hazardous and non-hazardous waste transportation and disposal.

Background Information

The District generates hazardous and non-hazardous waste materials of various types in its regular course of business and is responsible for the proper handling, transportation, and disposal of these waste materials. The District relies on specialized service providers to meet this requirement and comply with universal waste regulations.

Analysis


Staff requested written cost quotes and determined the World Oil proposal provided the best value to the District. Staff negotiated terms and conditions for the waste service agreement with World Oil, which required use of its agreement form. Following a review of the agreement terms and conditions with legal counsel and consideration of risk management impacts, staff recommends execution of the waste service agreement with World Oil.

Financial Impact

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

Attachment

World Oil Waste Service Agreement

Prepared by: 

Dean Eckerson
Resource Recovery Services Director

cc: Asbury Environmental Services, DBA: World Oil Environmental Services
District File No. BRD.01-ACTS





WORLD OILTM
ENVIRONMENTAL SERVICES

**WASTE SERVICE AGREEMENT
(Hazardous and Non-Hazardous Waste Transportation and Disposal)**

Company Information

Customer Information

Name: ASBURY ENVIRONMENTAL SERVICES,
d/b/a WORLD OIL ENVIRONMENTAL SERVICES
(the "Company")

Name: DELTA DIABLO
(the "Customer")

Address for 9302 Garfield Avenue
Notice: South Gate, California 90280
Attn: Chief Legal Officer
Telephone: (562) 928-0100

Address for 2500 Pittsburg-Antioch Highway
Notice: Antioch, California 94509
Telephone: (925) 756-1961

Contact: Vincent P. De Lange

This Waste Service Agreement (this "Agreement") is entered into effective as of June 2, 2022 (the "Effective Date"), by and between the Company and Customer. The Company and Customer are sometimes collectively referred to herein as the "Parties" or individually as a "Party".

- 1. Waste.** Subject to the terms and conditions contained herein, and the Terms and Conditions of Waste Service Agreement attached hereto and incorporated herein by reference (the "Terms and Conditions"), the Company agrees that it will accept, and Customer agrees that it will make available for pick-up, pursuant to the terms of this Agreement, waste (the "Waste") as described by Customer (the "Waste Description").
- 2. Rates for Disposal of Waste.** The initial rates for the waste disposal services of the Company (the "Services") are set forth in the quotation attached hereto as Exhibit A and incorporated herein by reference. The rates for the Services may adjust during the Term (as defined below) without notice to Customer. Customer must have credit approval with the Company or payment for services will be C.O.D. Customer will be liable for all taxes, fees or other charges imposed by Applicable Law (as defined in the Terms and Conditions) in connection with this Agreement and the Services.
- 3. Term of Agreement.** The term of this Agreement (the "Term") will be month-to-month. Either Party may terminate this Agreement upon thirty (30) days' advance written notice to the other Party at any time. If this Agreement is terminated for any reason, whether under this Section or under Section 6 (Termination for Default) Customer will pay the Company all amounts due to the Company in accordance herewith through the date of termination.

THE COMPANY AND CUSTOMER, IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE TERMS AND CONDITIONS OF WASTE SERVICE AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

ASBURY ENVIRONMENTAL SERVICES,
d/b/a WORLD OIL ENVIRONMENTAL SERVICES

Customer: DELTA DIABLO

SIGNATURE (AUTHORIZED REPRESENTATIVE)

SIGNATURE (AUTHORIZED REPRESENTATIVE)

Shane Damelin, V.P. Business Development

NAME AND TITLE (PLEASE PRINT)

Vincent P. De Lange, General Manager

NAME AND TITLE (PLEASE PRINT)

DATE

DATE

Terms and Conditions of Waste Service Agreement

1. **Payment Terms.** All invoices will be due net thirty (30) days after the invoice date. Balances outstanding more than thirty (30) days after the invoice date will be deemed delinquent and will bear interest at the lesser of (a) the prime rate or reference rate charged by the largest state chartered bank in the State of California plus two percent (2%) per annum, or (b) the maximum interest that may be charged by the Company on such amounts under applicable usury law (if any) until balances outstanding are paid in full. The Company will be entitled to recover from Customer any and all costs associated with the collection of delinquent invoices, including, but not limited to, collection agency costs, reasonable attorneys' fees and court costs.
2. **Waste Provisions.** Any description of or information regarding the Waste and/or the generation of the Waste provided to the Company by Customer will be true, accurate and complete to the best of Customer's knowledge, regardless of whether the Company has sampled or analyzed the Waste.
 - a. Customer is responsible for packaging, marking and labeling the Waste and the Waste: (i) will be described, packaged, marked and labeled in accordance with all Applicable Law (as defined below); (ii) will conform to the Waste Description provided by Customer to the Company; and (iii) will be made available for pick-up and transportation, as described in the Waste Description. As used herein, "**Applicable Law**" means any and all laws, orders, rules, and regulations promulgated by any federal, state or local governmental authority having jurisdiction, now or hereafter in effect.
 - b. The Company will transport the Waste to a licensed, permitted transfer, storage and/or disposal facility for proper handling, management or disposal. When applicable, the Waste will be sent for recovery and reuse, and any byproducts from such recovery process will be disposed of in a lawful manner.
 - c. Customer will notify the Company immediately upon any changes in the Waste generating process, inclusive of any material or product changes in which the Waste is generated.
 - d. Customer has not mixed the waste, and will not mix the Waste, with any other hazardous waste/materials, including, without limitation, materials containing polychlorinated biphenyls (PCBs) or otherwise alter the characteristics of the Waste.
 - e. Company may transport the Waste in either bulk and/or non-bulk containers. A bulk container is a container with a capacity greater than 119 gallons, and a non-bulk container is a container with a capacity less than or equal to 119 gallons. As used herein, "**Containerized Waste**" means and includes both bulk (i.e., totes, cubic yard boxes, super sacks) and non-bulk (i.e., drums) containers.
 - f. A vehicle load may contain waste from a specific generator, waste from multiple generators or waste from the same generator with multiple sites ("**Consolidated Waste**").
 - g. Customer represents and warrants that it is currently in compliance with all Applicable Law relating to the Waste and will continue to comply at all times with all Applicable Law relating to the Waste.
 - h. Customer represents and warrants that it holds clear title to all of the Waste to be transferred hereunder, and it is under no legal restraint or order which would prohibit transfer of possession or title to the Waste to the Company.
 - i. Customer represents and warrants that all of the Waste will conform with the applicable Waste Description, waste service orders, manifests and any other waste descriptions provided to the Company by Customer.
3. **Nonconforming Waste.** The Waste will be considered nonconforming waste ("**Nonconforming Waste**") if it (i) fails to materially conform to the applicable Waste Description or any packaging and/or marking provided by Customer, or (ii) is not in compliance with all Applicable Law or (iii) is not in compliance with any requirements provided in advance to Customer by the Company.
 - a. Should the Company become aware of Nonconforming Waste after pick up, the Company will notify Customer.
 - b. For Containerized Waste and for vehicle loads containing only the Waste generated by Customer from a specific or single location when it has been determined that the Waste is Nonconforming Waste, the Company will notify Customer promptly, verbally or in writing. The Parties will then have seven (7) calendar days to seek an alternative manner of disposition of the Nonconforming Waste, unless it is necessary by reason of Applicable Law, facility permit or facility operating procedure to move the Nonconforming Waste in less than seven (7) calendar days. If the Parties cannot agree on an alternative manner of disposition of the Nonconforming Waste within the relevant period, the Company will return the Nonconforming Waste to Customer.
 - c. For vehicle loads containing Consolidated Waste, including, without limitation, waste from different sites of the Customer that may be consolidated into one vehicle or container, if it is determined that Customer was responsible for the Nonconforming Waste, the Company will notify Customer promptly, verbally or in writing. The Parties will then have seven (7) calendar days to seek an alternative manner of disposition of the Nonconforming Waste, unless it is necessary by reason of Applicable Law, facility permit or facility operating procedure to move the Nonconforming Waste in less than seven (7) calendar days. If the Parties cannot agree on an alternative manner of disposition of the Nonconforming Waste within the relevant period, the Company will unilaterally make the determination as to the means and manner of disposing such Nonconforming Waste.
 - d. In either case of b. or c. of this Section 3, Customer will immediately reimburse the Company for all costs, expenses and charges incurred by the Company or its affiliates in connection with the disposition of the entire volume of waste impacted by Customer's Nonconforming Waste and the decontamination and cleaning of vehicles, tanks and equipment, including, without limitation, any and all costs, expenses and charges for analytical work, transportation, storage, repair, replacement, supplies used, associated disposal costs for waste generated during decontamination process, and Nonconforming Waste disposal charges. Additionally, should the Company receive monetary fines as a result of Customer's Nonconforming Waste, Customer will be responsible to reimburse the Company for such fines immediately upon its receipt of demand for such reimbursement.
 - e. The Company's acceptance of any Nonconforming Waste will not be deemed a waiver of the Company's right to refuse acceptance of any other Nonconforming Waste.
4. **Compliance with Permits/Applicable Law.** The Company represents and warrants that it has and will maintain all federal, state and local permits required by Applicable Law necessary for the performance of its Services under this Agreement. In performing its Services under this Agreement, the Company will comply with all Applicable Law.
5. **Services and Equipment.** The Company will provide all services, equipment and personnel necessary to properly handle the collection and transportation of the Waste. Customer will instruct all of its employees, agents, consultants, contractors and subcontractors (each, a "**Customer Representative**") using equipment and materials (including cleaning fluids) owned or provided by the Company as to the proper use of such equipment and materials in accordance with all user manuals, the Safety Data Sheet and label instructions, and as to the importance of maintaining the integrity of all of the Waste.
6. **Termination for Default.**
 - 6.1. Customer's obligations, representations, warranties and covenants regarding the Waste and all indemnities will survive the termination of this Agreement. If Customer defaults in any of its obligations hereunder, then the Company may immediately terminate this Agreement.
 - 6.2. The occurrence of any of the following events will constitute an event of default by Customer and will give the Company the immediate right to terminate this Agreement:
 - (A) A petition for reorganization or bankruptcy is filed by or against Customer.
 - (B) Failure by Customer to pay any undisputed amounts due to the Company.
 - (A) Any breach of a term or provision hereof by Customer.
7. **Indemnity.**
 - 7.1. To the fullest extent permitted by law, the Company agrees to indemnify, hold harmless and defend Customer and its affiliates, together with the members, managers, direct and indirect owners, partners, subsidiaries, controlling and controlled Persons, officers, directors, trustees, agents, employees, successors and assignees of each of the foregoing individuals and entities from and against any and all claims, demands, damages, losses, lawsuits and other proceedings, judgments, causes of action, liabilities, claims of lien, liens, civil or criminal penalties and charges, costs and expenses (including, without limitation, reasonable attorneys', expert witnesses' and consultant's fees) (collectively "**Claims**") arising out of or

Terms and Conditions of Waste Service Agreement

resulting from death or bodily injury to any person, or destruction and/or damage to any property, to the extent that such death or bodily injury or destruction or damage was caused by any negligent, intentional or willful act or omission of the Company or its employees, subcontractors or agents in connection with the performance by the Company of the Services under this Agreement.

- 7.2. To the fullest extent permitted by law, Customer agrees to indemnify, hold harmless and defend the Company and its affiliates, together with the members, managers, direct and indirect owners, partners, subsidiaries, controlling and controlled Persons, officers, directors, trustees, agents, employees, successors and assignees of each of the foregoing individuals and entities from and against any and all Claims arising out of or resulting from (i) death or bodily injury to any person, or destruction and/or damage to any property, to the extent that such death or bodily injury or destruction or damage was caused by (x) any negligent, intentional or willful act or omission of Customer or any Customer Representative, or (y) any concealed hazards on or about Customer's property of which Customer was aware but failed to disclose to the Company or its employees, subcontractors or agents, or (ii) any Nonconforming Waste of Customer.

8. Insurance.

- 8.1. The Company will furnish Customer (upon written request) with a certificate attesting to existence of workers' compensation insurance with the statutory limits, including occupational disease, for the State of California, and automobile and general liability insurance with combined single limit of not less than \$2,000,000 per occurrence. Each such certificate will contain a statement of the insurer's obligation to notify the party to whom the certificate is addressed at least thirty (30) days prior to cancellation of any such policies.

- 8.2. Prior to receiving any Services from the Company, Customer will furnish the Company with a certificate attesting to existence of workers' compensation insurance with the statutory limits, including occupational disease, for the State of California, and automobile and general liability insurance with combined single limit of not less than \$1,000,000 per occurrence. Each such certificate will contain a statement of the insurer's obligation to notify the party to whom the certificate is addressed at least thirty (30) days prior to cancellation of any such policies. Certificates of insurance must be delivered to Company using the following email address: insurance@worldoilcorp.com.

9. Independent Contractor. The Company is and will perform its obligations under this Agreement as an independent contractor, and will not act as nor be deemed to be an agent, employee, partner, joint venturer or legal representative of Customer or any Customer Representative.

10. Equal Employment Opportunity. The Company and/or its affiliate(s) is a federal contractor. As a result, the Equal Opportunity Clause set forth in 41 CFR Parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A, are incorporated by reference herein. In addition, but also only if applicable, Customer will abide by the requirements of 41 C.F.R. Sections 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

11. Force Majeure. The Company will not be liable for any losses, liabilities or damages of any kind or nature, or for any delay or nonperformance, when any of the foregoing is as a result in whole or in part by any cause not within the reasonable control of the Company, whether now or hereafter existing (a "Force Majeure Event"), including, without limitation, any act of God, plague, epidemic, acts of piracy (threatened or actual), fires, explosions, adverse weather and/or natural disasters (including but not limited to earthquakes, tornadoes, tsunamis, tidal waves, landslides, drought, floods, hurricanes, cyclones, typhoons, gales, violent storms, blizzards, snow, sleet, hail, lightning and/or wind) or acts of a public enemy or terrorist acts (threatened or actual), sabotage, war (declared or undeclared), hostilities, mob violence, invasions, blockades, military mobilization, sanctions, accidents or by labor troubles, strikes, lockouts, labor disputes or reasonable apprehension thereof, riots, insurrections, civil commotions, the non-availability of machinery, embargoes, congestions or interventions, or failure or delay of manufacturers or suppliers to deliver same, or any action, order or requirement of any local, state, federal, foreign or international government agency or

instrumentality which would curtail or force cessation of operations intended for use in the performance under this Agreement.

12. Dispute Resolution. The Parties agree to use commercially reasonable efforts to resolve any disputes under this Agreement through informal means. In the event that formal action must be taken, California law shall govern all aspects of this Agreement. Venue for any legal action between the Parties shall take place in the state or federal courts located in California, and the Parties agree not to challenge the jurisdiction of such court. To the extent allowed by law, the Parties waive the right to a jury trial in any action or proceeding related to this Agreement.
13. Assignment. Customer may not assign, transfer or pledge this Agreement, or any rights or the performance of any obligation arising under this Agreement, without the prior written consent of the Company. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
14. Confidentiality. Customer will treat as confidential and not disclose to others during or subsequent to the Term any information (including any technical information, experience or data) regarding the Company's plans, programs, permits, licenses, plants, facilities, processes, products, costs, customers, equipment or operations which may come within the knowledge of Customer or any Customer Representative in the performance of this Agreement ("Confidential Information"), without in each instance obtaining the prior written consent of the Company. However, notwithstanding the foregoing, Customer may disclose Confidential Information if Customer reasonably determines disclosure is required by the California Public Records Act, a court order, a subpoena or discovery statute, an order by a regulatory body, or other government demand that has the force of law (collectively "Authorities"). Before making such a disclosure of Confidential Information, Customer must seek the highest level of protection legally available, if any, and, when and to the extent legally permissible, Customer will give the Company prior written notice at least 10 days prior to disclosing Confidential Information to provide Company an opportunity to seek to obtain protective treatment of the Confidential Information before Customer is required to disclose the information in accordance with applicable Authorities.
15. Notice. Any notice, request, demand, consent or other communication provided or permitted hereunder will be in writing and given by personal delivery or sent by first class United States mail, postage prepaid, or by reputable overnight courier, with fees prepaid, addressed to the Party for which it is intended at its address set forth on the initial page of this Agreement. Either Party may change its address for purposes of transmittal or receipt of any such notice, request, demand, consent or other communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above. Any notice so given will be deemed to have been received on the date on which it was delivered, in the case of personal delivery or delivery by overnight courier, or, if mailed, on the fifth calendar day next following the mailing thereof.
16. Headings. The titles of the Sections of this Agreement are inserted solely for convenience, are not part of this Agreement, and do not in any way limit or amplify the terms of this Agreement.
17. Amendment. No amendment, modification or rescission of this Agreement (including any quotations, waste service orders, manifests and any other Waste Descriptions represented to the Company by Customer) will be effective unless set forth in writing signed by a duly authorized representative of each Party.
18. Governing Law. This Agreement (including any quotations, waste service orders, manifests and any other Waste Descriptions provided to the Company by Customer) will be governed by, subject to and interpreted in all respects in accordance with the laws of the State of California applicable to agreements made and to be performed wholly therein, regardless of applicable conflicts of law rules, principles or requirements.
19. Attorneys' Fees. In the event of any controversy, claim or action being filed respecting this Agreement, the prevailing Party will be entitled, in addition to any expenses, costs or damages, to reasonable attorneys' fees and costs as determined by the court.
20. No Third Party Beneficiaries. Nothing herein will confer upon a person or entity, other than Customer, the Company and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever. Nothing in this Agreement (including any quotations, waste service orders, manifests and any other Waste Descriptions provided to the Company by Customer) will in any manner prohibit or restrain the Company from entering into agreements with third parties relating to the subject matter of this Agreement.
21. Entire Agreement; Precedence. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the

Terms and Conditions of Waste Service Agreement

subject matter herein as of the Effective Date and supersedes all prior agreements, understandings and negotiations, whether oral or written, of the Parties with respect hereto. By signing this Agreement, each of the Parties acknowledges that it has read, understands and agrees to this Agreement as being effective for all purposes as of the Effective Date. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the term or condition of any attachment hereto (including any quotations, waste service orders, manifests and any other Waste Descriptions provided to the Company by Customer), or any transactional or other document issued in connection herewith, the terms and conditions of this Agreement will, in all instances, prevail.

22. **Enforceability.** In the event that any provision of this Agreement is determined to be invalid or unenforceable by any court or arbitrator of competent jurisdiction, such determination will in no way effect or limit the validity or enforceability of the remainder of this Agreement, unless enforcement of the remainder would be clearly inequitable.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.
24. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION 24 WILL NOT APPLY TO (i) CUSTOMER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (ii) EITHER PARTY'S INDEMNITY OBLIGATIONS OR (iii) THE EXTENT TO WHICH ANY SUCH DAMAGES ARE COVERED BY ANY POLICY OF INSURANCE PROVIDED UNDER SECTION 8, OR (iv) CUSTOMER'S REIMBURSEMENT OBLIGATIONS UNDER SECTION 3(d).
25. **OSHA.** Customer warrants and represents to the Company that it does and will comply at all times with the Federal Occupational Safety and Health Act, as amended ("OSHA").

EXHIBIT A
TO
WASTE SERVICE AGREEMENT

INITIAL RATES

(SEE ATTACHED)

Exhibit "A"
Scope of Services and Initial Rates

Hazardous Waste Collection and Disposal Services

General Services

Used Oil	\$45.00
(Less than 10% water, less than 1,000 ppm total halides, & no PCB's)	
Waste Antifreeze	No Charge
Drained Used Oil and Gasoline Filters (Metal)	\$55.00
Replacement Drum	No Charge
Drained Used Oil and Gasoline Filters (Paper)	\$85.00
Replacement Drum	No Charge
No Manifest fee (\$25.00 savings)	
Waste Contaminated Gas /Diesel 55 gal	\$250.00 per drum
Replacement 55-gallon metal DOT drum	\$68.00 each
Waste Absorbents / Oily Debris	\$225.00 per drum
Replacement 55-gallon metal DOT drum	\$68.00 each
Oily Debris	\$225.00
Replacement 55-gallon metal DOT drum	\$68.00 each
Annual custom EVQ reporting	No Charge
(Please note includes every service by location in a custom report)	

Parts Washers

Sink on a drum	\$165.00 / 12-week service
----------------	----------------------------

Universal Waste

Fluorescent light tubes	\$0.50 per foot
Alkaline batteries	\$1.38 per lbs.
Lithium batteries	\$9.50 per lbs.
Ni-Cad batteries	\$1.50 per lbs.
Electronic Waste	\$1.50 per lbs.

Waste collection and disposal quotation continued

Universal Waste Services

Transportation	\$75.00
Minimum Charge	\$100.00

Additional Universal Waste

Used Aerosol Cans	\$375.00 per drum
Replacement 55 gallon metal DOT drum	\$68.00 each

Clarifiers/Sumps Vacuum Services

Annual sampling and certified laboratory analysis ((\$1200.00 saving for ELAP laboratory testing)	No Charge
--	-----------

Onsite every 6-month inground sump inspections	No Charge
--	-----------

*Please note that WOES provides this service for each location and allows for proper waste identification. With annual certified analysis, we can in most cases, profile this material to non-hazardous processing facilities which minimizes reportable waste to the state.

Tested Non-Hazardous Waste	
Analytical	No Charge
Liquids	\$0.95 per gallon
Solids	\$0.95 per gallon
Truck Wash out	\$150.00 each
Transportation	\$105.00 per hour

Non RCRA California Hazardous Waste	
Liquids	\$1.75 per gallon
Solids	\$2.25 per gallon
Truck Wash out	\$150.00 each
Transportation	\$105.00 per hour

Please note that all vacuum service requires an onsite visit. During this visit the devise is sampled and tested annually by our certified laboratory. This analysis is a detailed report of the organic and inorganic material in the devise and is used for wastewater profiling.

ITEM J

December 21, 2022

**RECEIVE MONTHLY LOBBYIST REPORT DATED NOVEMBER 2022,
KEY ADVOCATES, INC., WESTERN RECYCLED WATER COALITION**

Recommendation

Receive and file report.

Background Information

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

Analysis

Attached is the report for November 2022, which was produced by KA and distributed by ISD to WRWC members.

Financial Impact

None.

Attachment

KA Monthly Report, November 2022

Prepared by:



Thanh Vo
Acting Engineering Services Director

cc: District File No. BRD.01-ACTS





(703) 340-4666

www.keyadvocates.com

November 30, 2022

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

Midterm Election

House of Representatives: 220 Republicans, 213 Democrats, majority 218 – 2 remaining races - both likely GOP

Historically, on average, 27 House seats have been lost by the party in power – that is, the party that controls The White House - in the midterm election. As examples, the Republicans lost 40 seats in the Trump midterm, the Democrats 63 in the Obama midterm and the Democrats 54 in the Clinton midterm. Also, when the President is below 50% approval rating – which Biden is – the historical midterm average loss since 1982 is 46 seats. In this month's midterms, the Democrats will likely lose 9 seats.

Senate: 50 Democrats, 49 Republicans, 1 result outstanding (Dec. 6 George runoff)

Historically, on average, 4 seats have been lost by the party in power in the midterm election. In this month's midterms, the Democrats gained 1 seat with Georgia pending.

Leadership

House of Representatives:

Speaker – Congressman Kevin McCarthy (R-23-CA) nominated pending Full House vote
Majority leader – Congressman Steve Scalise (R-1-LA)
Minority Leader – Hakeem Jeffries (D-8-NY)
Minority Whip – Katherine Clark (D-5-MA)

Senate:

Majority Leader – Senator Chuck Schumer (D-NY)
Majority Whip – Senator Dick Durbin (D-ILL)
Minority Leader – Senator Mitch McConnell (R-KY)
Minority Whip – Senator John Thune (R-ND)

Committee/Subcommittees

Committee and subcommittee assignments will be a work in progress for some time although expect continued activity on this through the rest of the year. Last Congress, the Senate Commerce Committee did not finalize its subcommittee assignments until March of the next year.

House: With a change in majority there will be new committee and subcommittee chairs, with the number of majority to minority members on committees and subcommittees reflecting the overall ratio of majority to minority members in the full House. Committee, subcommittee and committee memberships currently ongoing.

Senate: Don't expect significant changes in committee and subcommittee chairs and ranking members given the few changes in the election. As to the number of majority versus minority members on committees and subcommittees, if Senator Warnock loses and the Senate stays at 50/50 then the number of both sides on committees and subcommittee will stay as is – an equal number. If Warnock wins, the Democrats will get one more slot than the Republicans on committees and subcommittees making it easier to move legislation. Right now, with equal numbers, to move a bill out of committee or subcommittee if there is a tie vote, the bill sponsoring side must offer a motion to discharge the committee or subcommittee on the Senate Floor which is debatable, time consuming and causes delays in the overall legislative process. In the House, with an expected Republican majority, there will be new committee and subcommittee chairs, with the number of majority to minority members on committees and subcommittees reflecting the overall ratio of majority to minority members in the full House.

Priorities

We haven't heard anything from the Senate or House Democrats on priorities for the new Congress. We have in the House from Congressman McCarthy. He has identified three: 1) repeal Biden policies although no specifics on which policies; 2) cut spending with the focus on the appropriations process but also including entitlement reform such as Medicare/Medicaid; and, 3) investigations including the Afghan withdrawal, Ukraine funding, COVID cause and treatment, immigration including the border wall and reform, and Hunter Biden. Also, Congressman Sam Graves (R-MO), the incoming chair of the Transportation and Infrastructure Committee, announced that he wants to hold hearings on the Bipartisan Infrastructure Law (BIF).

Impacts

Relationships - there will be new members in key positions and new staff and with that the need to pursue new relationships while continuing to build on existing ones.

Repeals - in terms of the McCarthy announced priorities (if these hold), does repeal of Biden's policies include revisiting the Bipartisan Infrastructure Law and, if so, issues of importance.

Spending cuts - will that include the “add-ons” to the BIF that have been included in the annual appropriations bills. Will it also end earmarks like the Republicans did when they last took the House?

Lame Duck Session

Areas of focus:

1) “Build Back Better” Bill: Round Two

Still nothing public and staff keeping everything close to the vest. This all has to do with a report that some Democrats are planning in the lame duck session to bring back the expanded child tax credit or a smaller version of it. Senators Sherrod Brown (D-OH) and Michael Bennet (D-CO) want to pair it with the renewal of an expired R&D tax break for businesses and other non-controversial items. This could be the vehicle for revisiting the “Build Back Better” Bill effort as the Democrats will still hold the majority in both Houses until the end of the year. If so, we would continue to advocate for funding for the Alternative Water Source Program and large scale water recycling projects, inclusion of H.R. 5118 or some variation, and any other items of interest.

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

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

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

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

2) WRDA 2022 – both passed bills include only Corps of Engineers issues. Conference still pending. Will continue to monitor for possible inclusion of issues of interest.

3) FY23 Interior and Energy and Water Appropriation Bills

Congress/the government is operating under a Continuing Resolution until at least Dec. 16. Pending that, work continues on the individual FY23 appropriations bills. To date, 6 of the 12 bills have passed the House, none in the Senate. The Federal government has operated under CR’s in all but three of the last 46 years. This may not be the last CR for FY23. Included in both

the House passed and the Senate announced FY23 appropriation bills are \$1.7B for the Clean Water SRF, \$1.1B for the Safe Drinking Water SRF and \$20M for WIIN grants.

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

H.R. 5118 has passed the House. S. 4231 has been introduced in the Senate. The Coalition supports enactment of H.R. 5118 or some variation in the lame duck session. H.R. 5118 authorizes \$600M for WIIN grants. This is in addition to the \$550M appropriated in the Bipartisan Infrastructure Law for both traditional Title XVI and WIIN grants. The bill also increases the Federal share from \$20M to \$50M, provides priority project funding and authorizes \$700M (again, this is in addition to the \$450M appropriated in the Bipartisan Infrastructure Law) for large water recycling projects with total estimated cost of at least \$500M. S. 4231 authorizes \$300M for FY24-28 for WIIN grants. These funds are over and above the BIF WIIN grant appropriated amount of \$550M. The Federal share is \$20M. Priority funding is given to projects that meet certain criteria.

Funding Opportunities

USBR FY23 Title XVI Recycled Water Grants – the USBR announced that \$150M plus what is provided in the FY23 appropriations bill would be available for FY23 WIIN grants. The timing of the solicitation and application process TBD.

State and Tribal Assistance grants – no new grant opportunities because of the number of FY22 STAG earmarks and the projected number of FY23 earmarks. Per EPA, two information documents were sent pending release of the final Community Grants Guidance: one on how to prepare for the grant application process and the second, an optional project status questionnaire.

Alternative Water Source Program grants – pending action on a second round of infrastructure spending.

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

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

Do not expect introduction by Senator Padilla as the funding amount for Title XVI WIIN grants (which do not require prior congressional project authorization) continues to increase thereby obviating the necessity for projects to be authorized by Congress, and because of the reluctance to introduce association/coalition bills (per Senator Feinstein).

FY22 WIIN Grants

Waiting on USBR transmittal of awardees for inclusion in an appropriations bill to start the funding process. On August 18 the USBR announced \$310M (the \$245M from the Bipartisan

Infrastructure Law and the balance from the FY22 appropriations process) for 25 FY22 WIIN grant awardees. They include Monterey One for \$10,316,822 and Palo Alto for \$12,868,000, both the requested amounts. The USBR also announced that \$150M plus FY23 appropriations would be able for the FY23 WIIN grant process. Project solicitation may be before the end of this year.

“Inflation Reduction Act of 2022” (IRA)

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

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

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

“Infrastructure Investment and Jobs Act” (BIF)

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

- For FY22-26 \$12.838B for the Clean Water State SRF, starting at \$2.127B in FY22 and going up to \$2.828B in FY26;
- \$35.713B over five years for the Safe Drinking Water SRF, starting at \$6.702B in FY22 and going up to \$7.403B in FY26;
- No appropriations are included for the Alternative Water Source Projects program (an authorization of \$125M over 5 fiscal years is included);

- \$8.3B for the USBR for FY22-26 with an annual cap of \$1.66B per year including a number of programs under USBR's jurisdiction with specific appropriated amounts but without specifying annual funding amounts for each program;
- For water recycling, the bill appropriates \$1B over 5 FY's, broken down to \$550M for Title XVI and WIIN Act grants and \$450M for "large scale" projects (those with project costs >\$500M);
- \$400M over 5 FY's for WaterSMART;
- \$1.2B for water storage and groundwater;
- \$25M for desalination; and,
- S. 914, as passed by the Senate, which authorizes \$14.65B over five fiscal years for the Clean Water SRF and the Safe Drinking Water SRF, and \$125M for the AWSP and which includes the Feinstein-Padilla amendment which limits the prohibition against applying for Alternative Water Source Program (AWSP) grants to USBR projects that received construction funds; and,

Other core infrastructure -

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

Bill Tracking

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