



**UNION SANITARY DISTRICT BOARD MEETING/
UNION SANITARY DISTRICT FINANCING AUTHORITY
AGENDA**

**Monday, May 9, 2022
Regular Meeting - 4:00 P.M.**

**Union Sanitary District
Administration Building
5072 Benson Road
Union City, CA 94587**

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

CORONAVIRUS (COVID-19) ADVISORY NOTICE

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting will not be physically open to the public and Board Members will be teleconferencing into the meeting. **To maximize public safety while still maintaining transparency and public access, members of the public can observe the meeting by following the steps listed below, and may provide public comment by sending comments to the Board Clerk by email at assistanttogm@unionsanitary.ca.gov before or during the meeting or via voicemail by calling 510-477-7599 before 3:00 p.m. on the date of the meeting.** Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Board President's discretion. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received after the agenda item is heard but before the close of the meeting, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Any member of the public who needs accommodations should email or call the Board Clerk, assistanttogm@unionsanitary.ca.gov or 510-477-7503, who will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the Union Sanitary District procedure for resolving reasonable accommodation requests.

To listen to this Regular Board Meeting:

Call: 1-888-788-0099 or 1-877-853-5247

Meeting ID: 849 3675 9185 #

Participant ID: #

Click the Zoom link below to watch and listen:

<https://us02web.zoom.us/j/84936759185>

	1. Call to Order.
	2. Salute to the Flag. (This item has been suspended due to the COVID-19 pandemic.)
	3. Roll Call.
Motion	4. Approve Minutes of the Union Sanitary District Board Meeting of April 25, 2022.
Motion	5. Approve Minutes of the Union Sanitary District Special Board Meeting of April 28, 2022.
	6. Written Communications.
	7. Public Comment. Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available in the Boardroom and are requested to be completed prior to the start of the meeting.
Motion	8. Election of Officers for the Board of Directors.
Motion	9. Scheduling Public Hearing to Consider Collection of Sewer Service Charges on the Tax Roll for Fiscal Year 2023 <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Motion	10. Authorize the General Manager to Execute an Agreement and Task Order No. 1 with HDR, Inc., for Value Engineering Services for the Enhanced Treatment and Site Upgrade Phase 1B Project <i>(to be reviewed by the Engineering and Information Technology Committee)</i> .
Motion	11. Review and Approve Changes to Policy No. 3210, Boardmember Use of Email for District Business <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Motion	12. Review and Approve Changes to Policy No. 2165, Paperless Board Agenda Packet and Use of Electronic Equipment <i>(to be reviewed by the Legal/Community Affairs Committee)</i> .
Motion	13. Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361.
Information	14. Receive Information Regarding Fees to the Alameda County Water District (ACWD) for the Enhanced Treatment and Site Upgrade Phase 1A Campus Building Project <i>(to be reviewed by the Budget & Finance Committee)</i> .
Information	15. Board Expenses for 3 rd Quarter of Fiscal Year 2022 <i>(to be reviewed by the Budget & Finance Committee)</i> .
Information	16. COVID-19 Update.
Information	17. Check Register.

Information

18. Committee Meeting Reports. *(No Board action is taken at Committee meetings):*
 - a. Budget & Finance Committee – Wednesday, May 4, 2022, at 10:30 a.m.
 - Director Lathi and Director Toy
 - b. Engineering and Information Technology Committee – Friday, May 6, 2022, at 10:00 a.m.
 - Director Kite and Director Fernandez
 - c. Legal/Community Affairs Committee – Friday, May 6, 2022, at 3:00 p.m.
 - Director Lathi and Director Handley
 - d. Personnel Committee – will not meet.
 - e. Legislative Committee – will not meet.

Information

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19. General Manager's Report. *(Information on recent issues of interest to the Board).*
-
20. Other Business:
 - a. Comments and questions. *Directors can share information relating to District business and are welcome to request information from staff.*
 - b. Scheduling matters for future consideration.
-
21. Adjournment – The Board will adjourn to the Board Budget Workshop to be held virtually on Tuesday, May 10, 2022, at 4:00 p.m.
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22. Adjournment – The Board will then adjourn to the next Regular Board Meeting to be held virtually on Monday, May 23, 2022, at 4:00 p.m.
-

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.



BUDGET & FINANCE COMMITTEE MEETING
Committee Members: Director Lathi and Director Toy

Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA
Wednesday, May 4, 2022
10:30 A.M.

Alvarado Conference Room
5072 Benson Road
Union City, CA 94587

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

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1. Call to Order

2. Roll Call

3. Public Comment

Public Comment is limited to three minutes per individual, with a maximum of 30 minutes per subject. If the comment relates to an agenda item, the speaker should address the Board at the time the item is considered. Speaker cards will be available and are requested to be completed prior to the start of the meeting.

4. Items to be reviewed for the Regular Board meeting of May 9, 2022:

- Receive Information Regarding Fees to the Alameda County Water District (ACWD) for the Enhanced Treatment and Site Upgrade Phase 1A Campus Building Project
- Board Expenses for 3rd Quarter of Fiscal Year 2022

5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.



ENGINEERING AND INFORMATION TECHNOLOGY COMMITTEE MEETING

Committee Members: Director Kite and Director Fernandez

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

**Friday, May 6, 2022
10:00 A.M.**

**Alvarado Conference Room
5072 Benson Road
Union City, CA 94587**

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

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1. Call to Order

2. Roll Call

3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of May 9, 2022:

- Authorize the General Manager to Execute an Agreement and Task Order No. 1 with HDR, Inc., for Value Engineering Services for the Enhanced Treatment and Site Upgrade Phase 1B Project
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5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.

REVISED



**LEGAL/COMMUNITY AFFAIRS
COMMITTEE MEETING**

Committee Members: Director Handley and Director Lathi

Directors

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

AGENDA

Friday, May 6, 2022

~~11:00 A.M.~~ 3:00 P.M.

Alvarado Conference Room

5072 Benson Road

Union City, CA 94587

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

This meeting will be held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting will not be physically open to the public and all Board Members will be teleconferencing into the meeting via conference call. To maximize public safety while still maintaining public access, members of the public can observe the meeting by calling 510-477-6190 to listen to the committee meeting, and may provide public comment by sending comments to the Board Clerk by email anytime during the meeting at assistanttogm@unionsanitary.ca.gov or via voicemail by calling 510-477-7599 up to one hour before the scheduled meeting start time.

1. Call to Order

2. Roll Call

3. Public Comment

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4. Items to be reviewed for the Regular Board meeting of May 9, 2022:

- Scheduling Public Hearing to Consider Collection of Sewer Service Charges on the Tax Roll for Fiscal Year 2023
 - Review and Approve Changes to Policy 3210, Boardmember Use of Email for District Business
 - Review and Approve Changes to Policy 2165, Paperless Board Agenda Packet and Use of Electronic Equipment
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5. Adjournment

Items reviewed at committee meetings will be included in the agenda packet for the upcoming Board meeting. No action will be taken at committee meetings.

The facilities at the District Offices are wheelchair accessible. Any attendee requiring special accommodations at the meeting should contact the General Manager's office at (510) 477-7503 at least 24 hours in advance of the meeting.

**MINUTES OF THE MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT/UNION SANITARY DISTRICT FINANCING
AUTHORITY
April 25, 2022**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting was not physically open to the public and Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

President Kite called the meeting to order at 4:00 p.m. The regular meeting time was modified due to the COVID-19 emergency.

SALUTE TO THE FLAG

ROLL CALL

PRESENT: Pat Kite, President
Anjali Lathi, Vice President
Manny Fernandez, Secretary
Jennifer Toy, Director
Tom Handley, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Karen Murphy, District Counsel
Mark Carlson, Business Services Manager/CFO
Armando Lopez, Treatment and Disposal Services Manager
Jose Rodrigues, Collection Services Manager
Raymond Chau, Technical Services Manager
Chris Pachmayer, Fabrication, Maintenance, and Construction Coach
Allan Briggs, Interim Capital Improvement Projects Team Coach
Marcus Lee, Treatment and Disposal Services Coach
Michelle Powell, Communications and Intergovernmental Relations Coordinator
Sharon Anderson, Administrative Specialist
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

APPROVE MINUTES OF THE UNION SANITARY DISTRICT BOARD MEETING OF APRIL 11, 2022

It was moved by Vice President Lathi, seconded by Director Handley, to Approve the Minutes of the Board Meeting of April 11, 2022. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

MARCH 2022 MONTHLY OPERATIONS REPORT

General Manager Eldredge provided an overview of the Monthly Report, and Business Services Manager/CFO Carlson provided an overview of the financial reports.

WRITTEN COMMUNICATIONS

There were no written communications.

PUBLIC COMMENT

There was no public comment.

AWARD THE MULTI-YEAR SERVICE CONTRACT FOR PRINTING AND MAILING OF THE DISTRICT'S ANNUAL NEWSLETTER

This item was reviewed by the Budget & Finance Committee. Communications and Intergovernmental Relations Coordinator Powell stated staff issued an Invitation for Bid (IFB) for printing and mailing services for the District's annual newsletter. Three firms responded to the IFB; Fong and Fong Printers and Lithographers was the lowest, responsive, and responsible bidder. The contract will be for three years with an option to renew for two additional years. A breakdown of estimated annual costs was included in the Board meeting packet. Staff recommended the Board award the service contract for printing and mailing of USD's annual newsletter to Fong and Fong Printers and Lithographers for Fiscal Years 2023, 2024, and 2025.

It was moved by Director Handley, seconded by Vice President Lathi, to Award the Service Contract for Printing and Mailing of USD's Annual Newsletter to Fong and Fong Printers and Lithographers for Fiscal Years 2023, 2024, and 2025. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

AUTHORIZE THE GENERAL MANAGER TO EXECUTE AN AGREEMENT AND TASK ORDER NO. 1 WITH QUINCY ENGINEERING, INC. FOR THE IRVINGTON BASIN REINFORCED CONCRETE PIPE REHABILITATION PROJECT AND FORCE MAIN CORROSION REPAIRS PROJECT – PHASE 3

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated Task Order No. 1 will authorize Quincy to provide construction management services for the Irvington Reinforced Concrete Pipe (RCP) Project and Force Main Project. The scope of services and fees for Task Order No. 1 were included in the Board meeting packet. Staff recommended the Board authorize the General Manager to execute an agreement and Task Order No. 1 with Quincy Engineers, Inc. in the amount of \$494,790 to provide construction management services for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project and Force Main Corrosion Repairs Project – Phase 3.

It was moved by Secretary Fernandez, seconded by Director Toy, to Authorize the General Manager to Execute an Agreement and Task Order No. 1 with Quincy Engineers, Inc. in the Amount of \$494,790 to Provide Construction Management Services for the Irvington Basin Reinforced Concrete Pipe Rehabilitation Project and Force Main Corrosion Repairs Project – Phase 3. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

CONSIDER A RESOLUTION TO ACCEPT THE CONSTRUCTION OF THE CALCIUM THIOSULFATE CHEMICAL FEED SYSTEM PROJECT FROM D.W. NICHOLSON CORPORATION

This item was reviewed by the Engineering and Information Technology Committee. Technical Services Manager Chau stated the Board previously awarded the construction contract for the Calcium Thiosulfate Chemical Feed System Project to D.W. Nicholson. Staff issued the Notice to Proceed on December 1, 2020, and the project was scheduled to be completed June 28, 2021. The Project experienced delays, due to COVID, equipment fabrication issues, startup issues, and design changes, and was completed February 28, 2022. Staff recommended the Board consider a resolution to accept the construction of the Calcium Thiosulfate Chemical Feed System Project from D.W. Nicholson Corporation and authorize recordation of a Notice of Completion.

It was moved by Director Handley, seconded by Vice President Lathi, to Adopt Resolution No. 2963 Accepting Construction of the Calcium Thiosulfate Chemical Feed System Project Located in the City of Union City, California, from D.W. Nicholson Corporation. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy

NOES: None
ABSTAIN: None
ABSENT: None

**REVIEW AND APPROVE PROPOSED CHANGES TO POLICY NO. 3040,
BOARDMEMBER COMPENSATION**

This item was reviewed by the Legal/Community Affairs Committee. Executive Assistant to the General Manager/Board Clerk McEvoy stated Board Policy No. 3040 sets forth the limits and process for setting Board compensation. Policy No. 3040 is scheduled to be reviewed and approved by the Board every three years. Staff reviewed the Policy and proposed minor edits and updated formatting. Staff recommended the Board review and approve proposed changes to Board Policy No. 3040, Boardmember Compensation.

It was moved by Vice President Lathi, seconded by Director Toy, to Approve Policy No. 3040, Boardmember Compensation. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

**REVIEW AND APPROVE PROPOSED CHANGES TO POLICY NO. 3050,
BOARDMEMBER MEETINGS COMPENSATED**

This item was reviewed by the Legal/Community Affairs Committee. Executive Assistant to the General Manager/Board Clerk McEvoy stated Board Policy No. 3050 sets forth a listing of meetings and service eligible for Board compensation. Policy No. 3050 is scheduled to be reviewed and approved by the Board every three years. Staff reviewed the Policy and proposed minor edits and updated formatting. Staff recommended the Board review and approve proposed changes to Board Policy No. 3050, Boardmember Meetings Compensated.

It was moved by Director Toy, seconded by Secretary Fernandez, to Approve Policy No. 3050, Boardmember Meetings Compensated. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

**CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE USE OF
TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361**

District Counsel Murphy stated AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every

30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. The District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The proposed resolution includes findings required by AB 361 to allow the District to hold teleconferenced meetings. Staff recommended the Board adopt a resolution authorizing the use of teleconference meetings in compliance with AB 361.

It was moved by Director Toy, seconded by Vice President Lathi, to Adopt Resolution No. 2964 Authorizing the Use of Teleconference Meetings in Compliance with AB 361. Motion carried with the following vote:

AYES: Fernandez, Handley, Kite, Lathi, Toy
NOES: None
ABSTAIN: None
ABSENT: None

INFORMATION ITEMS:

CAL-Card 3rd Quarter Activity Report

This item was reviewed by the Budget & Finance Committee. General Manager Eldredge stated the 3rd Quarter CAL-Card Activity Report included transactions from December 23, 2021 through March 22, 2022. There were 225 transactions totaling \$62,760.57 during the 3rd Quarter of the 2022 Fiscal Year. Staff noted the CAL-Card Activity Report was presented in a different format for the 3rd Quarter. The Budget & Finance Committee recommended staff incorporate further edits to the Report for the next quarter.

Information Technology Software and Hardware Agreement Summary

This item was reviewed by the Engineering and Information Technology Committee. Fabrication, Maintenance, and Construction Coach Pachmayer stated the District's information technology team procures and maintains licenses for 78 separate IT functions. The summary included in the Board meeting packet showed the names of software/hardware, description of what each software/hardware does, and the annual cost for 2022.

COVID-19 Update

General Manager Eldredge provided an update regarding COVID-19 impacts on District operations and coordination efforts.

Check Register

There were no questions regarding the check register.

COMMITTEE MEETING REPORTS:

The Budget & Finance, Legal/Community Affairs, and Engineering and Information Technology Committees met.

GENERAL MANAGER'S REPORT:

- The OPEB/Pension, Fiscal Model, and Business Services Staffing Concept Combined Board Workshop will be held at 4:00 p.m. on Thursday, April 28, 2022.
- Staff will send the Board a poll to schedule a Board Workshop to be held in May.
- The Alameda County Science and Engineering Fair was held virtually this year. Recipients of the Excellence in Water Research Award from our service area will be recognized at the Alameda County Water District Board (ACWD) meeting to be held May 12, 2022. Union Sanitary District will welcome next year's recipients of the Excellence in Water Research Award at a Board meeting; USD and ACWD will continue to alternate recognizing future award recipients.
- USD Environmental Compliance staff participated in the recent Earth Day event in Fremont and welcomed over 400 visitors to the USD booth.
- Staff will prepare internal and external committee preference forms to be provided to the Board at the first meeting in May. Committee assignments will be determined at the second meeting in May.

OTHER BUSINESS:

Director Handley commended General Manager Eldredge for his recent presentation to the Fremont City Council.

Director Handley stated USD will host the Southern Alameda County GIS Authority meeting May 18, 2022, and will provide further details at the next regular Board meeting.

Vice President Lathi stated she attended the recent Alameda County Water District Fish Passage Ribbon Cutting event.

ADJOURNMENT:

The meeting was adjourned at 4:39 p.m. to a Board Workshop to be held virtually on Thursday, April 28, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 9th day of May 2022

**MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
UNION SANITARY DISTRICT
April 28, 2022**

This meeting was held pursuant to Government Code Section 54953 (as amended by AB 361), which authorizes teleconferenced meetings under the Brown Act during a proclaimed state of emergency. The Governor of California proclaimed a State of Emergency related to COVID-19 on March 4, 2020. Consistent with Government Code Section 54953, this meeting was not physically open to the public and all Board Members teleconferenced into the meeting. To maximize public safety while still maintaining transparency and public access, members of the public were able to observe the Board Meeting and provide public comment by sending comments to the Board Clerk.

CALL TO ORDER

President Kite called the special meeting to order at 4:00 p.m.

ROLL CALL

PRESENT: Pat Kite, President
Anjali Lathi, Vice President
Manny Fernandez, Secretary
Jennifer Toy, Director
Tom Handley, Director

STAFF: Paul Eldredge, General Manager/District Engineer
Mark Carlson, Business Services Manager/CFO
Sharon Anderson, Administrative Specialist
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

PUBLIC COMMENT

There was no public comment.

COMBINED BOARD WORKSHOP

General Manager Eldredge and Business Services Manager/CFO Carlson presented the information regarding OPEB/Pension, Fiscal Model, and Business Services Staffing Concept.

ADJOURNMENT:

The special meeting was adjourned at approximately 4:50 p.m. to the next Regular Board Meeting to be held Monday, May 9, 2022, at 4:00 p.m.

SUBMITTED:

ATTEST:

REGINA McEVOY
BOARD CLERK

MANNY FERNANDEZ
SECRETARY

APPROVED:

PAT KITE
PRESIDENT

Adopted this 9th day of May, 2022

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

MAY 9, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 8

TITLE: Election of Officers for the Board of Directors (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Karen Murphy, General Counsel
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

The Board appoint and elect by motion the officers to serve as President, Vice President, and Secretary, in accordance with the attached policy.

Discussion

The current policy, approved by the Board in April of 2021, designates the offices of President, Vice President, and Secretary. The policy states the Board shall annually elect by majority vote the President, Vice-President, and Secretary. Officers were last elected at the April 12, 2021, Board meeting.

The Alameda County Registrar of Voters has declared the Union Sanitary District Director positions will not appear on the ballot for the upcoming Primary Election to be held June 7, 2022, since Director Toy and Director Handley were the only candidates to file papers for their respective positions. Therefore, they will be reappointed to continue to serve on the Union Sanitary District Board of Directors.

Policy 3070 states, "During election years, the newly elected Boardmembers shall be sworn in as the first item of business on the agenda followed immediately by the selection of the Board Officers." Since the Alameda County Registrar of Voters has declared the Director positions will not appear on the ballot this year, the District is moving forward with the election of Board officers. Staff will schedule the swearing in for the two Directors to be reappointed once the Certificates of Appointment from the County are received, which is anticipated by July.

Historically, the Board has followed a rotation of officers where Vice President becomes President, Secretary becomes Vice President, and the fourth member in rotation becomes Secretary. At present, Director Lathi is Vice President, Director Fernandez is Secretary, and Director Toy is the fourth member in the rotation.

In accordance with Policy 3070, Board officers in office at the beginning of the meeting shall retain their positions until the adjournment of the meeting and newly elected Board officers will assume their duties immediately following the meeting.

Background

The Board considers this item annually.

Attachment: Board Policy 3070, Boardmember Officers and Committee Membership

Union Sanitary District
Policy and Procedure Manual

Effective: 4/26/2021	Boardmember Officers and Committee Membership	Policy Number 3070 Page 1 of 4
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Policy

Selection of Board Officers will be held annually at the first regular meeting following the certification of Board election results in election years or approximately one year after the election of Board Officers in non-election years. Internal Board committee memberships and Board representation for External Committees shall be established following the selection of the Board Officers.

Purpose

To provide a written record of the procedure approved by the Board for electing its Officers and establishing its committee memberships.

Procedure

Board Officers

1. The Officers are President, Vice President, and Secretary and the term of office shall be for approximately one year, allowing for flexibility depending on the date of the election for Boardmembers. In election years, which occur every two years, the term shall run until after certification of election results. In non-election years, the term shall end and begin on such date as determined by the Board to allow for approximate one-year terms, with the understanding that terms may be either longer or shorter than one year depending on the date of the next District election.
2. The Board may, by motion, amend the titles of President and Vice President to Chair and Vice Chair, respectively, provided that the Chair, regardless of title, shall act as the "president" pursuant to California Health & Safety Code Section 6486. Throughout this Policy, the titles President and Vice President shall be used interchangeably with Chair and Vice Chair.
3. The President shall preside over the meetings of the Board of Directors and be responsible for the following:
 - a. maintaining order and following the published agenda
 - b. ensuring Boardmembers are allowed to participate in discussions
 - c. allowing the public to speak on agenda items
 - d. facilitating dialog among the public, staff, and Boardmembers
 - e. appointment of members of the Board of Directors to Internal Committee assignments
 - f. signing resolutions, ordinances, and construction contracts on behalf of the District

- g. representing the Board of Directors on issues or at events as designated by the full Board

The Vice President shall fulfill the duties of the President when the President is absent or otherwise unavailable.

The Secretary shall ensure the recording of the minutes of the Board of Directors meetings and sign the adopted Minutes, shall sign all Resolutions and Ordinances passed by the District, and shall serve as Vice President when the Vice President is absent or otherwise unavailable. If the President and Vice President are both absent, and a quorum is present, the Secretary shall preside over the meetings of the Board of Directors as the Board President.

4. During election years, the newly elected Boardmembers shall be sworn in as the first item of business on the agenda followed immediately by the selection of the Board Officers. During non-election years, the selection of the Board Officers shall be considered after the last motion item on the agenda. The Board shall elect the President, Vice-President, and Secretary for terms as set forth in Section 1 above. The election or removal of the President, Vice-President, or Secretary shall require a majority vote of the Board. The Board may choose to follow a rotation of officers.

The Board officers in office at the beginning of the meeting shall retain their positions until the adjournment of the meeting and the newly selected Board Officers shall assume their duties immediately following this meeting.

Internal Board Committee Memberships

1. Internal committees are: Budget and Finance; Engineering and Information Technology; Legal/Community Affairs; Legislative; Personnel; and Audit Committee. There is no fixed schedule for meetings set by this policy and appointments are made by the President, as set forth below. Notwithstanding the above, meetings are noticed and open to the public.
2. Annually, following the election of Board officers, and at the same meeting as the election of the officers, Directors shall be provided a list of the internal committees along with an internal committee interest form. The internal committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the next Board meeting.
3. The President is delegated the authority to appoint Directors to the internal committees. The President shall make every effort to rotate committee assignments and ensure a similar number of committee assignments for each Board member. Notice of internal committee membership appointments will be contained in an information item to the Board at the next regularly scheduled meeting following the selection of the Board Officers. The determination of the Board President on committee assignments shall be

considered final.

4. Ad Hoc committees are called as needed by a majority vote of the Board of Directors.

External Commissions / Committee Representatives (CCR)

1. External commissions/committees include: the EBDA Commission; the Joint Powers Authority for Geographic Information Systems; the Alameda County Water District Finance Authority (ACWDFA); and the Alameda County Chapter of the California Special Districts Association.
2. Membership on the EBDA Commission shall be a maximum of two consecutive years, with a possible three years in exceptional circumstances if approved by the Board.
3. The Board of Directors will elect representatives for External Committees annually. At the same meeting as the election of officers, Directors shall be provided a list of external committees along with an external committee interest form. The external committee interest form shall be completed in order of preference and provided to the General Manager, or designee, no later than 11 calendar days in advance of the meeting. The external committee interests shall be compiled in a motion item staff report by the General Manager, or designee, and provided to the Board for consideration. The Board shall elect the external committee representatives for one-year terms to start on July 1 of each year, or as otherwise decided by the Board majority, unless the assignment is vacant, in which case the term shall begin immediately upon election. The Board may choose to follow a rotation for representatives. The election or removal of external committee representatives shall require a majority vote of the Board.

Management Responsibility

The General Manager will be responsible for scheduling on the Board agenda, the election or appointment of Board officers and external commissions, pursuant to the schedule shown above. The General Manager, or designee, will provide the following to the new President, with copies to the Board: (1) a list of the last ten years and current committee memberships; (2) a copy of this policy; and (3) a list of internal committee interests. In consultation with the Board President, the General Manager will also be responsible for scheduling on the Board agenda the announcement of internal committee appointments.

Supersedes Policy Dated: July 2004, September 2005, January 2008, September 2010, October 2013, December 2016, December 2019

Approved by:	Board of Directors, April 2021
Reviewers:	General Manager, Board of Directors, District's attorney
Notify Person:	General Manager
Review frequency:	Every 3 years
Next Review:	April 2024



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**MAY 9, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 9**

TITLE: **Scheduling Public Hearing to Consider Collection of Sewer Service Charges on the Tax Roll for Fiscal Year 2023 (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, CFO, Business Services Work Group Manager

Recommendation

Set the time for holding the public hearing to consider collection of sewer service charges on the tax roll for fiscal year 2023, at 4 p.m. or as soon thereafter as the matter may be heard, on June 27, 2022, to be held in the Boardroom at 5072 Benson Road, Union City, California, or via teleconference.

Discussion

If the Board would like to consider placing the sewer service charges for fiscal year 2023 on the tax rolls, it should set the date for the public hearing to consider authorizing the collection. After the hearing is set by the Board, staff will prepare the report to be considered at the public hearing and will publish the attached Notice of the time and place of the hearing in the Tri-City voice newspaper on June 14, 2022 and June 21, 2022, and in the Argus on June 17, 2022 and June 24, 2022. The draft notice provides that the hearing will be held in-person at the District Boardroom. However, in the event that the District is holding teleconference meetings in June due to COVID-19, the notice will be amended accordingly.

UNION SANITARY DISTRICT

NOTICE OF FILING REPORT AND PUBLIC HEARING IN CONNECTION WITH THE COLLECTION OF FISCAL YEAR 2023 SEWER SERVICE CHARGES ON THE PROPERTY TAX ROLL

NOTICE IS HEREBY GIVEN that pursuant to Sections 5471 and 5473, et seq. of the Health and Safety Code of the State of California and Union Sanitary District Ordinance No. 31, the Board of

Directors of Union Sanitary District will consider whether to collect its charges for sewer services for fiscal year 2023 on the tax roll, in the same manner as general taxes, consistent with past practices.

The District has filed a written report with the Secretary of the Board of Directors describing each parcel of real property subject to the charges and the amount of the charges against that parcel for fiscal year 2023. The District's report is on file and available for public inspection at the District Offices.

For reference, the charges for a single-family homeowner (the majority of USD's customers) and all other rates for individual customers can be found by contacting the District at (510) 477-7500 or on the Districts website www.unionsanitary.ca.gov/sewerservice.htm

NOTICE IS FURTHER GIVEN that on Monday, the 27th day of June 2022, at the hour of 4:00 p.m. or as soon thereafter as the matter may be heard, during the virtual Board meeting to be held at the Union Sanitary District Boardroom, 5072 Benson Road, Union City, California, in said District, the Board will hold a hearing to consider the report and whether to collect the sewer service charges for fiscal year 2023 on the property tax roll. At the hearing, the Board of Directors will hear and consider all objections or protests, if any, to the District's report. Any questions regarding the charges may be directed to Mark Carlson, CFO, Business Services Manager.

Publish dates: June 14, 2022 – Tri-City Voice

June 21, 2022 – Tri-City Voice

June 17, 2022 – Argus

June 24, 2022– Argus

By order of the Board of Directors of Union Sanitary District.

Background

The collection of the sewer service charges on the tax rolls requires an annual hearing and consideration of the Board. The District may authorize the sewer service charges for fiscal year 2023 to be collected on the tax rolls, consistent with past practices, by 1) creating a report setting forth the amount of the sewer service charges to be assessed on each parcel in the District; 2) filing the report with the Secretary of the Board; 3) scheduling a public hearing for the Board to hear all objections and protests (if any); and 4) authorizing the collection of the sewer service charges on the tax rolls, if there is no majority protest.

Previous Board Action

None

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**MAY 9, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 10**

TITLE: **Authorize the General Manager to Execute an Agreement and Task Order No. 1 with HDR Engineering, Inc. for Value Engineering Services for the Enhanced Treatment and Site Upgrade Phase 1B Project (*This is a Motion Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant Program Manager
ETSU Steering Committee (Armando Lopez, Raymond Chau, Robert Simonich)

Recommendation

Staff recommends the Board authorize the General Manager to execute an Agreement and Task Order No. 1 with HDR Engineering, Inc. for Value Engineering services for the Enhanced Treatment and Site Upgrade (ETSU) Phase 1B Project in the amount of \$126,327.

Discussion

The ETSU Phase 1B Project includes the construction of new secondary clarifiers and effluent facilities as planned in the ETSU Program Report. The design for this project commenced in January 2021 and staff recently received the 90% design submittal. Prior to finalizing the design, staff believes it is prudent to perform an independent value engineering review of the Phase 1B project to identify both capital and life cycle cost saving opportunities. This effort includes conducting a detailed review of the 90% design documents, a one-week onsite workshop (which at times includes District and Designer staff), and the presentation and documentation of cost saving opportunities that may be incorporated into the design.

The major scope items for the Phase 1B project include construction of the following:

- Four new 160-foot diameter secondary clarifiers
- Mixed liquor control box
- Centralized RAS pump station
- Chlorination/dechlorination contact basins
- Effluent pump stations for discharging to Old Alameda Creek and the EBDA system
- Relocation of the existing EBDA effluent force main to facilitate construction of the new facilities

A more detailed description of the scope of the Phase 1B project is included in the Background section of this report. Figure 1 (attached) indicates the area within the Alvarado Treatment Plant Site that the work is expected to cover.

Consultant Selection Process

On February 2, 2022, staff issued a Request for Proposals (RFP) seeking a qualified consultant to provide value engineering services for the Phase 1B Project. Staff invited a total of ten (10) qualified consultants to participate in the selection process, which included both consultants on the District's prequalified list as well as other firms that staff contacted specifically for this work.

Of the firms invited, two consultants, HDR Engineering, Inc. and Strategic Value Solutions, Inc., submitted proposals on March 11, 2022. Both proposals included well-qualified staff with experience on projects of similar type and size; however, staff is recommending the selection of HDR Engineering, Inc. (HDR) based on their proposed team's qualifications, relevant experience, and their approach to providing a more efficient review process. On April 20, 2022, staff publicly posted and informed proposers of its recommended consultant and the protest period has since elapsed.

Agreement and Task Order No. 1

Staff negotiated an Agreement and Task Order No.1 with HDR to provide the professional services required to complete value engineering review for the Phase 1B project. The total not to exceed fee for services in Task Order No. 1 is \$126,327. A detailed summary of the scope and fee for Task Order No. 1 is included in the Background section of this report.

The fee of \$126,327 is less than 0.1% of the current construction cost estimate of \$150 million. As a point of comparison, the second proposer's fee was \$261,025. Staff believes the negotiated fee is appropriate for the scope of the work considered. Typically, a value engineering review generates recommendations to reduce construction and/or operational costs of the final installation. These recommendations may impact the final construction cost estimate for the Phase 1B project.

Background

The ETSU Program is the culmination of the District's planning efforts and is based on the outcomes and findings of the Plant Solids System/Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the Secondary Treatment Process Improvements evaluation. The program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

The Phase 1 and 2 projects included in this program were presented to the Board during the workshop held on May 8, 2019 and are summarized in the Final Report which was approved by the Board on August 26, 2019. A third phase of projects was briefly outlined that covered the timeframe from 2040 to 2058 and included potentially stricter nutrient limits in the more distant future. The projects identified in the ETSU Program and modified by the 30% design report to be implemented in the near-term (the next seven to ten years) are included in Phase 1 and are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofitting existing Aeration Basins 1 through 7 and construction of an 8 th aeration basin with the flexibility to operate initially with an anaerobic selector during the implementation phase and transitioning to a biological nutrient removal (BNR) process following completion.
Phase 1A	Campus Building (Admin, FMC, Ops)	Construction of a new combined Campus Building, including associated site and utility improvements and the demolition of existing buildings.
Phase 1B	Secondary Clarifiers	Construction of four new 160-foot diameter secondary clarifiers, mixed liquor control box, and centralized RAS pump station.
Phase 1B	Effluent Facilities	Construction of new chlorination/dechlorination contact basins, effluent pump stations, and relocation of existing effluent force main.
Phase 1C	Plant Equalization Storage	Retrofitting existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

The full version of the ETSU Program report, including appendices, can be found at the following link: <https://unionsanitary.ca.gov/ETSU>.

A more detailed summary of the scope of the Phase 1B Project is as follows:

- Construction of four (4) new 160-foot diameter secondary clarifiers. Includes the construction of a new RAS/WAS Pump Station, mixed liquor distribution facility, and dewatering and scum pumping facilities.
- Relocation of the existing EBDA effluent force main to facilitate the construction of the new secondary clarifiers. This work is expected to include a temporary reroute of the EBDA force main during construction.
- Construction of a new Effluent Pump Station for discharging final effluent to the EBDA effluent force main. Includes construction of a new chlorine mixing chamber and chlorine contact channel for disinfection of final effluent.
- Construction of a new Old Alameda Creek Pump Station for discharging dechlorinated final effluent to the creek. Includes construction of a new calcium thiosulfate mixing chamber and contact channel for dechlorination of final effluent.
- Construction of a new Reclaimed Water Pump Station for supplying final effluent for on-site water reuse. Includes a new structure for housing of sampling equipment, and electrical and controls support facilities.
- Construction of a new Elutriation Water Pump Station for providing secondary effluent to the primary sludge thickening process.
- Construction of a new Switchboard 4 Power Distribution Facility to replace the existing Switchboard 4 and expand it to include power for the new process facilities described above.
- Construction of new large diameter yard piping, drainage, paving, lighting, and perimeter landscaping to support the above describe facilities.

The following table summarizes the scope and fee for Task Order No. 1:

Task ID	Task Order No. 1 Descriptions	Fee
1	Project Initiation, Data Gathering and Review	\$ 3,091
2	Cost Model	\$ 4,648
3	Value Engineering (VE) Team Preparation and Arrangements	\$ 13,858
4	VE Workshop	\$ 72,288
5	VE Review and Check Detailed Worksheets	\$ 735
6	Preliminary VE Workshop Findings Presentation	\$ 14,345
7	VE Report Preparation	\$ 6,970
8	As Requested Meetings	\$ 10,393
Total Not-to-Exceed Fee for Task Order No. 1		\$ 126,327

Previous Board Action

December 12, 2016, the Board authorized the General Manager to execute an agreement and Task Order No. 1 with Woodard & Curran (formerly RMC Water and Environment) in the amount of \$265,217 to study, review and assess the District's near- and long-term projects.

August 26, 2019, the Board Adopted Resolution 2864 Approving the District's Final Report for the Enhanced Treatment & Site Upgrade Program.

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the Enhanced Treatment and Site Upgrade Phase 1A Project to provide the 30% design services for all projects in Phase 1 of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

March 9, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Hazen and Sawyer in the amount of \$3,737,412 for the Enhanced Treatment and Site Upgrade Phase 1A Project to complete the design of the Campus Building Project.

July 13, 2020, the Board authorized the General Manager to execute Amendment No. 1 to Task Order No. 1 with Hazen and Sawyer in the amount of \$98,335 for the Enhanced Treatment and Site Upgrade Phase 1A Project to include Aeration Basin No. 8 in the 30% Design of the Aeration Basin Modifications Project.

November 11, 2020, the Board authorized the General Manager to execute Amendment No. 2 to Task Order No. 1 with Hazen and Sawyer in the amount of \$750,760 for the Enhanced Treatment and Site Upgrade Phase 1A Project to include Aeration Basin No. 8 in the Final Design of the Aeration Basin Modifications Project.

January 11, 2021, the Board authorized the General Manager to execute an Agreement with Hazen and Sawyer for Design Services for the ETSU Phase 1B and 1C Projects and Task Order No. 1 for the ETSU Phase 1B Project.

PRE/RP/CB

Attachments: Figure 1
Professional Services Agreement
Task Order No. 1

Figure 1: ETSU Program – Phase 1 Project Locations

Phase 1C – New Primary
Effluent Equalization

Phase 1B – New
Effluent Facilities

Phase 1A – New
Campus Building



Phase 1A – Aeration
Basin Modifications

Phase 1B – New
Secondary Clarifiers

UNION SANITARY DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH
HDR ENGINEERING, INC.
FOR
VALUE ENGINEERING AND PROFESSIONAL SERVICES
FOR THE DISTRICT'S
ENHANCED TREATMENT & SITE UPGRADE (ETSU) PROGRAM – PHASE 1B PROJECT
Union City, California
May 9, 2022

PROFESSIONAL SERVICES AGREEMENT BETWEEN
UNION SANITARY DISTRICT AND
HDR ENGINEERING, INC.

This Professional Services Agreement (the **Agreement**) is dated May 9, 2022 and is by and between the Union Sanitary District, a sanitary district formed under the laws of the State of California (**District**) and HDR Engineering, Inc., an employee-owned corporation, licensed to do business in California, (**Consultant**) relating to value engineering and professional Services (**Services**).

Recitals

WHEREAS, District wishes to retain Consultant to provide value engineering and professional services;

WHEREAS, Consultant was selected by means of District's consultant selection process, and represents that it possesses all necessary training, licenses and permits to perform the services required by District as set forth in this Agreement, and that its performance of such services will conform to the standard of practice consistent with a professional engineering and professional services firm having experience and expertise in performing professional services of like nature and complexity working on similar, successfully completed projects;

WHEREAS, the California Government Code permits the District's Board of Directors to enter into agreements for professional design services; and

WHEREAS, the services proposed in this Agreement are professional and temporary in nature.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

AGREEMENT

1. Definitions

- 1.1 Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

Agreement	This Agreement consists of this Agreement, together with documents incorporated herein by reference, and all Task Orders issued pursuant to Paragraph 3.1 below.
Consultant	HDR, Inc., an employee-owned company, licensed to do business in California, 100 Pringle Avenue, Suite 400, Walnut Creek, CA 94596, tel. 925-974-2500, email Holly.Kennedy@hdrinc.com , Rob.Williams@hdrinc.com ,
District	Union Sanitary District
Project or Phase 1B Project	The District's Enhanced Treatment & Site Upgrade (ETSU) Program – Phase 1B Value Engineering Project, including the review of ETSU Phase 1B Secondary Clarifiers Sub-Project and Effluent Facilities Sub-Project .
Services	All work, labor, materials and services required under the terms and conditions of this Agreement and all Task Orders issued pursuant to the terms of this Agreement, including without limitation, value engineering, and administrative services, for the Phase 1B Project.
Subconsultants	Consultant's subconsultants, contractors and subcontractors, of any tier.

2. Term of Agreement

- 2.1 This Agreement is for a period of approximately 6 months, beginning with the execution of the Agreement and concluding upon completion of the Services unless it is extended in accordance with paragraph 2.2 below.
- 2.2 This Agreement may be extended by mutual written agreement of the parties. Any extension shall be in written form, signed by both parties, and shall specify the length of the extension and compensation.

3. Services Consultant Agrees to Perform

- 3.1 Specific Services and the associated scope of services, payment, schedule, and personnel will be defined in specific Task Orders as issued by District in consultation with Consultant. All Task Orders will by reference incorporate the terms and conditions of this Agreement, and become formal amendments hereto.
- 3.2 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than Excusable Delays, defined in Paragraph 3.3 below, Consultant shall apply such additional manpower and resources as necessary to bring progress of the

Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement.

- 3.3 For purposes of this Agreement, **Excusable Delays** shall mean and include only (i) delays caused by neglect by District or District's agents, contractors or consultants when acting at District's direction, breaches of this Agreement by District, Acts of God such as fire, flood, earthquake, or epidemic, delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control, and (ii) for which Consultant gives District written notice and requests a time extension within ten (10) days of the applicable circumstance. If the period of Excusable Delay occurs with a Consultant-caused or other nonexcusable delay, District may (but shall not be required to) grant a time extension without compensation.
- 3.4 Consultant may recover extra costs resulting from Excusable Delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to District satisfaction. (For example, and not by way of limitation, contract punchlist and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's Services, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.5 Time is of the essence in the performance of this Agreement.

4. Compensation

- 4.1 Compensation for services performed under this Agreement shall include:
- (a) Direct labor costs, multiplied by an agreed upon fixed factor (the **Multiplier**), which shall include compensation for all benefits, indirect costs, and profit.
- (i) Direct labor is defined as salaries and wages paid to personnel for time directly chargeable to the Project. Direct labor does not include the cost of Consultant's statutory and customary benefits, such as sick leave, holidays, vacations, and medical and retirement benefits nor the cost of the time of executive and administrative personnel and others whose time is not identifiable to the Project. Direct labor also does not include indirect costs, which are allocations of costs that are not directly chargeable to a specific engagement and are commonly referred to as Consultant's overhead. Indirect costs include provisions for such things as clerical support, office space, light and heat, insurance, statutory and customary employee benefits, and the time of executive and administrative personnel and others whose time is not identifiable to the Project or to any other project. Under no circumstances shall the same labor costs be charged as direct labor and also appear at the same time as indirect costs, and vice versa.

(ii) The Multiplier is a multiplicative factor which is applied to direct labor costs, and compensates Consultant for benefits and indirect costs (overhead) and profit.

(iii) Other non-labor direct project charges shall be included in the overhead and these charges include typical expenses as cost of transportation and subsistence, printing and reproduction, computer time and programming costs, identifiable supplies, outside consultant's charges, subcontracts, and charges by reviewing authorities."

(b) Non-labor direct Project charge not included in the fixed factor and acceptable, without any markup.

(c) Subconsultant costs, with a maximum markup of 5%.

4.2 As an alternate to Paragraph 4.1 above, the District and the Consultant may mutually agree to utilize the fully-encumbered hourly rates and fees for Services performed by the Consultant. These hourly rates and fees shall be based on the Consultant's rate schedule published at the time this Agreement or Task Order is executed and shall be attached to each applicable Task Order.

4.3 Reimbursement for mileage shall not exceed the prevailing Internal Revenue Service's standard mileage rate.

4.4 District shall pay Consultant in accordance with each Task Order.

4.5 Consultant shall invoice District monthly in a form acceptable to District for the actual costs incurred, and a pro-rated portion of the Professional Fee for work performed during the previous month. All amounts paid by District to Consultant shall be subject to audit by District. Payment shall be made by District to Consultant at the address stated in this Agreement.

4.6 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amounts(s) upon District's receipt of any requested documentation verifying the claimed amount(s) and District's determination that the amount is due under the terms of this Agreement. District shall advise Consultant, in writing, within 15 calendar days of receipt of the requested documentation. District will pay all undisputed amounts within 30 days following receipt of Consultant's Invoice. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District as set forth in each Task Order.

4.7 Any Professional Fee noted in a Task Order will not be changed except in the case of a written amendment to the Agreement which alters the Scope of Services, as set forth in each Task Order. District and Consultant agree to negotiate an increase or decrease in Cost Ceiling and Professional Fee for any change in Scope of Services required at any time

during the term of this Agreement. Consultant will not commence work on the altered Scope of Services until authorized by District.

- 4.8 Direct labor rates are subject to revision to coincide with Consultant's normal salary review schedule. Adjustments in direct labor rates shall not affect the firm ceiling without prior written authorization of the District.
- 4.9 District may set off against payments due Consultant under this Agreement any sums that Consultant owes to District because of its, breaches of this Agreement, delays or other negligent acts, errors or omissions that caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Paragraph 21.3 below of this Agreement, to be attended by District, Consultant, and any applicable insurance carriers; such mediation to occur within 30 calendar days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District's demand, then the Alameda District Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this paragraph, then District shall have satisfied its obligations hereunder.

5. Maximum Costs

- 5.1 A Cost Ceiling will be established for each Task Order which is based upon estimated labor-hours and cost estimates. Costs as described above, comprising direct labor, overhead cost, and other direct costs, shall be payable up to a Cost Ceiling as specified in the Task Order. A Maximum Fee Ceiling, or Task Order Firm Ceiling, will also be established for each Task Order which includes the Cost Ceiling plus the Professional Fee.
- 5.2 If the Maximum Fee Ceiling is reached, the Consultant will complete the agreed-upon work for the Maximum Fee Ceiling. With District staff approval, labor hours may be reallocated within the tasks without renegotiation in such a manner so as not to exceed the Maximum Fee Ceiling.
- 5.3 The Consultant shall provide the District with a review of the budget amounts when 75 percent of the Cost Ceiling for any task has been expended. Consultant may request a revision in the Cost Ceiling for performance of this Agreement, and will relate the rationale for the revision to the specific basis of estimate as defined in the Scope of Services. Such notification will be submitted to the District at the earliest possible date. The authorized Cost Ceiling shall not be exceeded without written approval of the District.
- 5.4 District's obligation hereunder shall not at any time exceed the amount approved by District's Board of Directors (**Board**) and approved by District for payment to the Consultant pursuant to the terms of this Agreement or Task Order.
- 5.5 Except as may be provided by applicable law governing emergency conditions, District has not authorized its directors, employees, officers and agents to request Consultant to perform Services or to provide materials, equipment and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the

Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

- 5.6 District shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, and office equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Paragraph 17 below, District and Consultant shall direct all communications to each other as follows:

District

Ric Pipkin, ETSU Program Manager

Curtis Bosick, ETSU Assistant Program Manager

Consultant

Rob Williams, Project Manager

- 6.2 Services under this Agreement shall be performed only by qualified, competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that key professional personnel assigned to the Project will be those listed in each Task Order, and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of each Task Order (**Key Personnel**). It is recognized that the Key Personnel may in the future cease to be employed by Consultant and because of the termination of such employment no longer able to provide Services. However, Consultant agrees that replacement of any of the Key Personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and pursuant to the process set forth in this Article 6. Consultant shall not remove, reassign or make changes to any of the Key Personnel or their assignment durations without District's prior written approval. Any costs associated with replacement of Key Personnel shall be borne exclusively by Consultant.
- 6.4 Added personnel (**Added Personnel**) shall be added to Consultant's staff as necessary, but subject to approval by District. Prior to adding personnel, Consultant will develop a Staffing Plan, subject to District approval. The Staffing Plan will identify staff by position, name, responsibility, rate, and planned level of effort, projected hours, and his or her planned periods of involvement with the Project.

- 6.5 Unless directed to reduce staff by District, in the event that any Key Personnel or Added Personnel, for any reason thereafter ceases to fill that position, within ten days thereof, Consultant shall propose a replacement person for District's approval pursuant to the following process:
- (a) Consultant shall prepare and submit to District for its review, comment and approval, a proposal listing all personnel that Consultant proposes to assign to the Project as replacement, and the proposed duration of each such assignment.
 - (b) Within 15 days following Consultant's submittal of the proposal and resumes, District shall either give its written approval of such submission or provide comments. In the event District approval is withheld, Consultant, in response to such comments, shall promptly, but no later than five business days after receipt of District's comment, make all necessary and appropriate changes to the proposal (including changes in proposed staff) and resubmit it to District for its approval, and such process shall continue until District approves Consultant's proposed staffing. Such approvals shall not be unreasonably withheld.
- 6.6 For replacement of Key Personnel, Consultant may not receive reimbursement for substitute personnel in amounts greater than would have been paid for the initial Key Personnel.
- 6.7 District may, in its sole discretion, direct Consultant to add to or reduce Consultant's staff to meet changing Project requirements. Consultant's compensation shall be equitably adjusted based upon addition or reduction of Consultant staff.
- 6.8 Consultant shall remove any person employed by Consultant or any Subconsultant whom District may deem incompetent, improper or a hindrance to the progress of any Services on the Project, and in the event of any such removal, Consultant shall immediately replace (or cause to be replaced) such person with a properly qualified and experienced replacement and, in the case of removal of any person holding any position described in the Staffing Plan, Consultant shall propose properly experienced and qualified replacement personnel for District approval, pursuant to the same process as is described herein.
- 6.9 Consultant agrees that should any personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge District for the cost of training or "bringing up to speed" replacement personnel. District may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

7. Representations

- 7.1 Consultant represents that it is qualified to perform the Services and it possesses, and will continue to possess at its sole cost and expense, the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time

such licenses and/or permits are required. Consultant also represents that it has knowledge of, and will comply with, all applicable building codes, laws, regulations and ordinances.

- 7.2 Consultant represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.
- 7.3 The granting of any progress payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of Consultant for unsatisfactory Services, including without limitation cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Indemnification and General Liability

- 8.1 To the fullest extent allowed by law (including without limitation California Civil Code Sections 2782 and 2782.8), Consultant shall defend, indemnify, and hold harmless District, its officers, directors, officials, agents employees, and volunteers (collectively **Indemnitees**) from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, harm, injury to or death of an employee of Consultant or its Subconsultants) expense and liability of every kind, nature, and description, at law or equity, that arises out of, pertain to, or relate to (including without limitation, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively Liabilities). Such obligations to defend, hold harmless and indemnify and Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee but shall apply to all other Liabilities. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.
- 8.2 Consultant shall defend, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

9. Liability of District

- 9.1 District's obligations under this Agreement shall be limited to the payment of the compensation provided for in this Agreement and any Task Order.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.
- 9.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and shall exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above.
- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District or Consultant may have under this Agreement or any applicable law. All rights and remedies of District or Consultant, whether under this Agreement or other applicable law, shall be cumulative.

10. Independent Contractor; Payment of Taxes and Other Expenses

- 10.1 Consultant is customarily engaged in value engineering services and District typically hires consultants to perform such services, as work of this nature is outside of District's usual course of business. Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant perform the Services required by the terms of this Agreement. Consultant shall be fully liable for the acts and omissions of it its Subconsultants, employees and agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Consultant. Consultant acknowledge that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, city business taxes and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.

- 10.4 Consultant shall make its designated representative available as much as reasonably possible to District staff during the District's normal working hours or as otherwise requested by District. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.

11. Insurance

- 11.1 Consultant, in order to protect District and its directors, officials, agents, officers, and employees against any and all claims and liability for death, injury, loss and damage which may arise from or in connection with the performance of the obligations hereunder by Consultant, its agents, representatives and employees, shall secure and maintain insurance as described below.
- 11.2 Prior to execution of this Agreement, Consultant shall furnish to District original certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting required coverage) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements, and shall demonstrate satisfactory proof that it maintains the insurance required by this Agreement. Failure to obtain the required documents prior to execution of this Agreement shall not waive Consultant's obligation to provide them. District reserves the right to require copies of all required insurance policies, including endorsement, at any time. Consultant shall maintain all required insurance throughout the term of this Agreement and as otherwise provided herein. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company(s) to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver to District a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to District prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or District as an additional insured.
- 11.3 Consultant shall provide coverage at least as broad as set forth below. If the Consultant maintains broader coverage and/or higher limits than set forth below, District requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to District.

- (a) Commercial General Liability Insurance. Commercial General Liability Insurance Form CG 00 01 covering CGL on an "occurrence" basis, including, without

limitation, contractual liability insurance (specifically concerning the indemnity provisions of this Agreement with the District), products and completed operations, personal and advertising injury (including bodily injury and death), and property damage for liability arising out of Consultant's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Consultant shall maintain the Products-Completed Operations Hazard coverage for a period of 5 years following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (b) Automobile Liability Insurance. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence for bodily injury and property damage.
- (c) Workers' Compensation Insurance. Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. Consultant shall require any Subconsultants to provide workers' compensation for all of the Subconsultants' employees, unless the Subconsultants' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Consultant shall provide and/or require each Subconsultant to provide adequate insurance for the coverage of employees not otherwise covered. Consultant shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) per accident for bodily injury or disease.
- (d) Professional Liability Insurance. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, all negligent acts, errors or omissions in connection with services to be provided under this Agreement, with coverage of \$1,000,000 per claim and \$2,000,000 aggregate.

11.4 Consultant shall comply with the following insurance requirements:

- (a) Notice of Cancellation. The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten days written notice by Consultant in the case of non-payment of premiums, or 30 days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or

whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- (b) Claims Made Policies. If any of the insurance coverages required under this Agreement is written on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the Services. Consultant must maintain the insurance and evidence of insurance must be provided for at least five years following the completion of the Services under the Agreement. If coverage is cancelled or non-renewed and not replaced with another claims-make policy form with a retroactive date prior to the effective date of this Agreement, the Consultant must purchase "extended reporting" coverage for a minimum of five years after completion of Services under the Agreement.
- (c) Self-Insured Retentions. Any self-insured retentions must be declared on the Certificate of insurance or other documentation provided to District and must be approved by the District. District may require Consultant to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insurer or District.
- (d) Additional Insured Status. On Consultant's Commercial General Liability and Automobile policies, the Union Sanitary District, its officers, directors, agents, employees, and volunteers, shall be named as additional insured's, but only with respect to liability arising out of the activities of the named insured. Any endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 1 1 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1 1 85.
- (e) Acceptability of Insurers. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A:VII. Any exception to these requirements must be approved by the District Risk Manager.
- (f) Primary Coverage. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the District at least as broad as ISO CG 20 01 04 13 with respect to District, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by District, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and not contribute with it.
- (g) Waiver of Subrogation. Consultant grants to District a waiver of any right of subrogation which any insurer of Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, however, this paragraph applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

- (h) Maintenance of Insurance. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase such required insurance coverage, and without further notice to Consultant, District shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by District for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse District for the premiums and any associated costs, Consultant agrees to reimburse District for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by District to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.
- (i) Subconsultants. Consultant shall require and verify that all Subconsultants maintain insurance meeting the requirements of this Agreement and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

- 11.5 District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, provided that any modification to these requirements will require approval from Consultant.

12. Suspension of Services

- 12.1 District may, without cause, order Consultant to suspend, delay or interrupt Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to Consultant written notice of the extent of the suspension at least seven calendar days before the commencement thereof. Suspension shall be treated as an Excusable Delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Paragraph 12, no compensation shall be paid to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

13. Termination of Agreement for Cause

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or that District has provided written notice of observed deficiencies in Consultant's performance, District may request from Consultant prompt written assurances of performance and a written plan, acceptable to District, to correct

the observed deficiencies in Consultant's performance (**Cure Plan**). The Cure Plan must include, as applicable, evidence of necessary resources, correction plans, Subconsultant commitments, schedules and recovery schedules, and affirmative commitments to correct the asserted deficiencies, must meet all applicable requirements and show a realistic and achievable plan to cure the breach. Consultant shall provide such written assurances and Cure Plan within ten calendar days of the date of notice of written request. Consultant acknowledges and agrees that any failure to provide written assurances and Cure Plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.

13.2 Consultant shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Consultant's right to proceed under the Agreement, in whole or in part, for cause:

- (a) Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
- (b) Should Consultant commit a material breach of this Agreement and not cure such breach within ten calendar days of the date of notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten calendar days, Consultant must provide District within the ten calendar day period a written Cure Plan acceptable to District to cure the breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan); or
- (c) Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten calendar days of the date of the notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten calendar day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of ten calendar days, Consultant must provide District within the ten calendar day period a written Cure Plan acceptable to District to cure said breach, and then Consultant must diligently commence and continue such cure according to the written Cure Plan.)

13.3 In the event of termination by District as provided herein for cause:

- (a) District shall compensate Consultant for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and backcharges, but District shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties.
- (b) Consultant shall deliver to District possession of all tangible aspects of the Services in their then condition including, without limitation, all copies (electronic, CAD, and PDF format, and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- (c) Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Paragraph shall not be interpreted to diminish any right that District may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with the Agreement, including without limitation District's costs incurred in connection with finding a replacement.

13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience pursuant to Paragraph 14 below, and Consultant shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Consultant.

14. Termination of Agreement for Convenience

14.1 District may terminate performance of the Services under the Agreement in accordance with this Paragraph 14 in whole, or from time to time in part, whenever District shall determine that termination is in the District's best interests. Termination shall be effected by District delivering to Consultant, at least seven calendar days prior to the effective date of the termination, a Notice of Termination (**Notice of Termination**) specifying the extent to which performance of the Services under the Agreement is terminated.

14.2 After receipt of a Notice of Termination, and except as otherwise directed by District, Consultant shall:

- (a) Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
- (d) Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Consultant under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District's approval or ratification shall be final for purposes of this clause;
- (f) Transfer title and possession of Consultant's and its Subconsultants' work product to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination; District acknowledges that said documents were prepared for the purpose of the Project.
- (g) Complete performance of any part of the Services that were not terminated by the Notice of Termination; and
- (h) Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which District has or may acquire an interest.

14.3 After receiving a Notice of Termination, Consultant shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly, but in no event later than three months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Consultant's written request made within such three month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such three month period or extension. If Consultant fail to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to

Consultant because of the termination. District shall then pay to Consultant the amount so determined.

- 14.4 Subject to provisions of Paragraph 14.3 above, Consultant and District may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.
- 14.5 If Consultant and District fail, under Paragraph 14.4 above, to agree on the whole amount to be paid to Consultant because of termination of Services under this Paragraph 14.5, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of:
- (a) Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under the applicable Task Order. Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10% of Consultant's total costs of performing the Services.
 - (b) When, in District's opinion, the cost of any Services item is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable value of Consultant's Services will be the estimated reasonable cost of performing Services in compliance with the requirements of this Agreement, and any excessive actual cost shall be disallowed.
 - (c) Reasonable cost to Consultant of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
 - (d) Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense that is not reasonable or authorized under Paragraph 14.5 above.

- 14.6 This Paragraph shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Paragraph 14.2 above or costs authorized by District to settle claims from Subconsultants.
- 14.7 In arriving at amounts due Consultant under this Paragraph 14, there shall be deducted:
- (a) All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
 - (b) Any substantiated claim that District may have against Consultant in connection with this Agreement, and
 - (c) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Paragraph 14, and not otherwise recovered by or credited to District.
- 14.8 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement that is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District's rights and remedies pursuant to this Agreement or at law.

15. Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100, et seq., of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of those sections.
- 15.2 Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant shall comply with the District's conflict of interest codes and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and during the term of this Agreement shall not have any interest, direct or indirect, that would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and in the future during the term of this Agreement will not have any, conflict of interest between providing District Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity that

has any interest adverse or potentially adverse to the District, as determined in District's reasonable judgment.

16. Proprietary or Confidential Information of District; Ownership of Results; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all private, confidential, or proprietary information disclosed by District to or discovered by Consultant in the performance of the Services shall be held in strict confidence and used only in performance of this Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent professional would use to protect its own proprietary data, and shall not accept employment adverse to District's interests where such confidential information could be used adversely to District's interests. Consultant shall notify District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with the Services pursuant to this Agreement.
- 16.2 Any interest (including copyright interests) of Consultant or its Subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District. Any modification or reuse of such materials for purposes other than those intended by this Agreement shall be at District's sole risk and without liability to Consultant. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to District all copyrights to such works. As respects Consultants' standard details and proprietary design instruments of service (not specific to this Agreement), however, Consultant shall retain ownership and District shall have only a non-exclusive but otherwise unrestricted license to use the materials prepared in connection with this Agreement.
- 16.3 Any publicity or press releases with respect to the Project or Services shall be under District's sole discretion and control. Consultant shall not discuss the Services, the Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without District's prior written consent. Consultant shall have the right, however, without District's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.4 The provisions of this Paragraph 16 shall remain fully effective indefinitely after termination of Services to the District hereunder.

17. Notices to the Parties

- 17.1 All notices (including requests, demands, approvals or other communications other than ordinary course Project communications) under this Agreement shall be in writing and shall include the word "NOTICE" in the subject line.
- 17.2 Notice shall be sufficiently given for all purposes as follows:
- (a) When personally delivered to the recipient, notice is effective on delivery.
 - (b) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 - (c) When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 - (d) Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this Paragraph 17.
- 17.3 Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service,
- 17.4 Addresses for the purpose of giving notice are set forth in Paragraph 6.1 above. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address or fax number, or both, by giving the other party notice of the change in any manner permitted by this Paragraph 17.

18. Record Keeping and Audit Requirements

- 18.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project, for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, other costs, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising District and allowing District to accept and store the records.

- 18.2 Consultant shall maintain adequate books, records, documents, and other evidence pertinent to Services under this Agreement or in connection with the Project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. Consultant shall make all such items to District, its designee or their designated representatives, during the course of performance of Services under this Agreement for a period of three years after the later of completion of all Services and final completion of the Project, and provide suitable facilities for access, monitoring, inspection, and copying thereof, and staff to answer questions and respond to inquiries. Further, Consultant agrees to include similar Subconsultant obligations and District (and its designees) rights in all Subconsultant agreements relating to the Services or Project.

19. Subcontracting/Assignment/District Employees

- 19.1 Consultant and District agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the Services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph 19.1 shall confer no rights on any party and shall be null and void.
- 19.2 As of the execution of this Agreement, the identity and team members of the Campus Building Architect, as well as their specific scope, cost, and terms of the subcontract between Consultant and Campus Building Architect, have not been determined. Following the District's selection of the Campus Building Architect and agreement regarding the other items, District and Consultant shall amend this Agreement accordingly, and Consultant shall engage Campus Building Architect as a Subconsultant.

20. Other Obligations

- 20.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA (as defined below) or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
- 20.2 Consultant acknowledges that, pursuant to the Americans with Disabilities Act (**ADA**), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the

standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state and local disability rights legislation. Consultant agree not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement. Consultant shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- 20.3 If required by District, the Consultant shall obtain written approval from the District representative prior to accessing District internal systems through real-time computer connections. Upon approval, the Consultant will use only in-bound connections to accomplish a legitimate business need and a previously defined and approved task. As a condition of approval, the Consultant shall: (a) run a current operating system supported by the District with up-to-date security patches applied as defined in the District COE/Non-COE document; (b) have anti-virus software installed on his/her personal computer with up-to-date virus signatures; (c) have personal firewall software installed and enabled on their computers; and (d) understand and sign the District's Electronic Equipment Use Policy, number 2160. The District reserves the right to audit the security measures in effect on Consultant's connected systems without prior notice. The District also reserves the right to terminate network connections immediately with all Consultant's systems not meeting the above requirements.
- 20.4 Consultant, at no additional expense to the District, shall conduct a background check for each of its employees, as well as for the employees of its Subconsultants (collectively "Consultant Employees") who will have access to District's computer systems, either through on-site or remote access, or whose contract work requires an extended presence on the District's premises. The minimum background check process for any District consultant shall include, but not be limited to: (a) for California residents: Criminal Records (County and State Criminal Felony and Misdemeanor; and (b) for Out of State residents: Federal criminal search of the National Criminal Database. The background check shall be conducted and the results submitted to the District prior to initial access by Consultant Employees. If at any time, it is discovered that a Consultant Employee has a criminal record that includes a felony or misdemeanor, the Consultant is required to inform the District immediately and the District will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties, to determine whether the Consultant Employee will be placed or remain on a District assignment. The District may withhold consent at its sole discretion. The District may also conduct its own criminal background check of the Consultant Employees. Failure of the Consultant to comply with the terms of this paragraph may result in the termination of the Agreement with the District.

21. Disputes

- 21.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to District's

ETSU Program Manager and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral shall be initiated by written request from either party, and a meeting between the **ETSU Program Manager** and Consultant principal shall then take place within five calendar days of the date of the request.

- 21.2 Provided that District continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute. Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement including, without limitation, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.
- 21.3 In the event of claims exceeding \$50,000, as a precondition to commencing litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of JAMS, in Oakland, California, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda District Superior Court from an approved list of JAMS qualified construction mediators. The parties may initially agree to engage in discovery prior to mediation. Should parties proceed with discovery, they shall follow the procedures prescribed in the California Code of Civil Procedure and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

22. Agreement Made in California; Venue

- 22.1 This Agreement shall be deemed to have been executed in the City of Union City, County of Alameda. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, including its statutes of limitation, excluding its conflict of laws rules. The exclusive venue for all disputes or litigation arising out of this Agreement shall be in the Superior Court of the District of Alameda unless the parties agree otherwise in a written amendment to this Agreement.
- 22.2 The parties shall execute two copies of this Agreement, each of which shall be deemed originals.

23. Compliance with Laws; Standard of Care

- 23.1 Consultant shall comply with all applicable, laws, rules, orders and regulations (collectively, **Laws**) in the performance of the Services, including without limitation all executive and county orders and District policies and regulations regarding COVID-19, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over any Project, and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

23.2 Consultant shall perform all Services with the care and skill, ordinarily exercised in like cases by reputable members of their professions practicing under similar circumstances (**Standard of Care**).

23.3 Consultant represent that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable Laws and be consistent with the Standard of Care.

24. Miscellaneous

24.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement.

24.2 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This Paragraph 24.2 shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall commence to run on discovery of the defect and its cause. However, the applicable statutes of repose, California Code of Civil Procedure, Sections 337.1 and 337.15, shall continue to apply.

24.3 Any provisions or portion thereof of this Agreement that is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law. In dispute resolution arising from this Agreement, the fact finder shall receive detailed instructions on the meaning and requirements of this Agreement.

24.4 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to in force or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

24.5 Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

- 24.6 Consultant acknowledges that Consultant and all Subconsultants are aware of and understand the Immigration Reform and Control Act (**IRCA**). Consultant is and shall remain in compliance with the IRCA and shall ensure that any Subconsultants hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the District, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any Subconsultant hired by Consultant, are not authorized to work in the United States for Consultant or its Subconsultant and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's Subconsultant(s).
- 24.7 The value engineering services performed by Consultant will not make Consultant responsible in any manner for the duties of District's separately retained design professionals, including the duty to produce a design that complies with applicable contractual requirements, and Consultant is not responsible for the ultimate implementation of alternate design or project approaches identified during value engineering. Any estimated benefits associated with value engineering opportunities are based upon Consultant's experience as a professional engineer, but the ultimate benefits may vary based upon factors beyond Consultant's control and Consultant is not responsible for any failure of the project to achieve estimated benefits.
- 24.8 This Agreement gives no rights or benefits to anyone other than District and Consultant and has no third party beneficiaries. All work product produced under this Agreement will be prepared for use by District and is not for the benefit of any third party.
- 24.9 The parties have evaluated the risks and rewards associated with this Agreement, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the risks so, to the fullest extent permitted by law and notwithstanding anything to the contrary in the Agreement, the total aggregate liability of Consultant (and its related corporations, subconsultants and employees) to District and anyone claiming by, through or under District, shall be limited to Consultant's fee amount under this Agreement, for any and all injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of implementation of Consultants identified value engineering opportunities. This limitation on total aggregate liability does not include any injuries, damages, claims, losses, or expenses other than those specifically arising out of implementation of Consultant's identified value engineering opportunities.

25. Entire Agreement; Modifications

- 25.1 This Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance

upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.

- 25.2 To the extent this Agreement conflicts with the terms of any proposal, invoice, or other document submitted to or by either party, the terms of this Agreement shall control.
- 25.3 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of District, Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 25.4 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 25.5 Consultant and its Subconsultants shall, upon request by District, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.
- 25.6 Changes in the Services made pursuant to this Paragraph 25 and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 25.7 Whenever the words "**as directed**", "**as required**", "**as permitted**", or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words "**approval**", "**acceptable**", "**satisfactory**", or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

[SIGNATURE LINES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

District

UNION SANITARY DISTRICT

By: _____

Name Paul R. Eldredge, P.E.

Its: General Manager/District Engineer

Consultant

HDR ENGINEERING, INC.

By: _____

Name Holly L.L. Kennedy, P.E.

Its: Senior Vice President

ENHANCED TREATMENT & SITE UPGRADE – PHASE 1B PROJECT

TASK ORDER NO. 1

TO

AGREEMENT

BETWEEN

UNION SANITARY DISTRICT

AND

HDR ENGINEERING, INC.

FOR

VALUE ENGINEERING AND PROFESSIONAL SERVICES

Dated May 9, 2022

1. PURPOSE

The District completed the Enhanced Treatment & Site Upgrade (ETSU) Program Report for the Alvarado WWTP in August 2019. The objective of this Program Report was to assess the District's near- and long-term projects and recommend the sequence of design and construction implementation based on capacity constraints as well as future regulatory changes. The ETSU Program report also included determining priorities and schedules of improvements, evaluating existing and future space and capacity needs, assessing potential effluent management options, and summarizing what is intended to be a road map for the Alvarado WWTP for the next 20 to 40 years.

The District expects the Sub-Projects identified in the ETSU Program to address both immediate drivers (poor sludge settleability, capacity, effluent disposal, and aging infrastructure), while preparing for potential future nutrient regulations such as Bay Area Clean Water Association (BACWA) Level 2 standards. The Sub-Projects which the District expects to include in Phase 1 are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofit existing Aeration Basins 1 through 7 to initially operate with an anaerobic selector to improve settling and then transition to a biological nutrient removal (BNR) process to remove nutrients at the conclusion of Phase 1. Sub-Project includes constructing deoxygenation, anoxic and flexible aeration zones; internal recycle pumps; and modifications to facilitate step feed operation and surface wasting. Sub-project also includes the construction of a new Aeration Basin 8 and the rehabilitation of existing Lift Station No. 2.
Phase 1A	Campus Building (Admin, FMC, Ops.)	Construct new Campus Building, including associated site, landscaping and utility improvements, parking areas and driveways.
Phase 1B	Secondary Clarifiers	Construct four new 160-foot diameter secondary clarifiers. Sub-Project includes the construction of mixed liquor control box, centralized RAS pump station, and relocation of the existing effluent force main.
Phase 1B	Effluent Facilities	Construct new Effluent Facilities. Sub-Project includes the construction of chlorination/dechlorination contact basins, effluent pump station, and Old Alameda Creek pump station.
Phase 1C	Plant Equalization Storage	Retrofit existing Secondary Clarifiers 1 through 4 to operate as a primary effluent equalization basin.

The District is currently contracted with Hazen and Sawyer (design engineer) to provide the final design services for Phase 1 (Phases 1A, 1B, and 1C) of the ETSU Program. The District has commenced construction for Phase 1A – Aeration Basin Modifications and is currently in the bid phase for Phase 1A – Campus Building. The District has completed the 90% Design for Phase 1B – Secondary Clarifiers & Effluent Facilities. The District has also completed the 30% Design for Phase 1C – Plant Equalization Storage.

The purpose of this task order is to engage HDR Engineering, Inc. (HDR) as the District's Value Engineering Consultant for the ETSU Phase 1B Secondary Clarifiers and Effluent Facilities Project. The District intends to use this Value Engineering effort (workshop and report) to identify and evaluate cost saving opportunities (initial and long term costs) for the Project.

2. PROJECT COORDINATION

All work related to this task order shall be coordinated through the District's Enhanced Treatment and Site Upgrade Program Manager, Ric Pipkin.

3. SCOPE OF SERVICES

The task numbers in this Scope of Services are associated with the cost and schedule data presented in Exhibits A and B, respectively.

Task 1 – Project Initiation and Data Gathering

HDR will meet with District staff and the Design Engineer to kick-off the project, which includes scheduling the VE workshop, identifying a meeting room (either within District's facilities, or HDR's office), and identifying the items and information that will be needed for the VE workshop. This meeting provides the opportunity to establish a positive relationship with the Design Engineer. This meeting can be used to continue gathering available information and list the information that will be needed for the workshop.

Task 2 – Cost Model

HDR will review the most recent cost estimate provided by the District and develop a cost model that identifies categories of the project that contribute to most of the costs and detects where costs may be higher than expected, indicating where savings may occur. The high-cost items will provide an indicator of those areas of the project where the VE should be focused.

Task 3 – Value Engineering Workshop Team Preparation and Arrangements

1. After HDR's team has received the available materials to be used in the VE workshop, information will be distributed to the VE team members.

2. HDR team members will perform a familiarization review of the available materials prior to starting the workshop. HDR's team will review the design criteria, assumptions, project phasing, design documents, operational strategies, and cost estimates. Team members will come to the workshop understanding the project and having developed a few general VE ideas to add value while saving costs. It is anticipated that each team member will need about 6 to 8 hours to review and consider the project. This review will occur the week before the actual VE workshop.

Task 4 – Value Engineering Workshop

1. The actual VE workshop will be conducted during this task, using the tentative agenda shown in the following table. This schedule may be changed after reviewing the design documents.

TABLE 4-1. SUGGESTED WORKSHOP AGENDA	
Day One	<p><i>Information Phase</i></p> <p>Introduction by VE team leader.</p> <p>Project description and presentation by Design Engineer.</p> <p>Plant tours.</p> <p>Comments by the District (Engineering and Operations).</p> <p>Comments by regulatory agencies, if present.</p> <p>Set boundary conditions for VE ideas to define scope and depth of alternatives to current design concepts.</p>
	<p><i>Information and Speculative Phases</i></p> <p>Review cost model.</p> <p>Prepare graphical presentation of cost model.</p> <p>Identify areas for speculative phase.</p> <p>Begin speculative/creative phase by starting to list ideas.</p>
Day Two	<p><i>Evaluation Phase</i></p> <p>Select best ideas for further development based on advantages and disadvantages and ranking of ideas (subjective ranking).</p>

TABLE 4-1. SUGGESTED WORKSHOP AGENDA	
	Number each idea evaluated to easily locate information in the preliminary report.
Day Three	<i>Evaluation and Investigation Phases</i> Begin investigation phase. Develop conceptual alternatives based on the highest-ranked ideas selected during the evaluation phase. Compute life-cycle cost comparisons. Prepare suitable sketches of ideas.
Day Four	<i>Evaluation Phase</i> Continue evaluation phase.
Day Five	<i>Recommendation and Presentation Phases</i> Prepare recommendations and cost summaries for each of the ideas evaluated. Informal presentation of VE workshop results to representatives from the Design Engineer and the District.

2. HDR team members will require a total of 40 hours to participate in the VE workshop. During the workshop, the Design Engineer and District engineering and/or operations and maintenance (O&M) representatives could meet with the VE team or individual team members to monitor progress and provide responses to VE team questions.
3. Detailed worksheets will be provided, along with the VE workshop summary report. Each workshop will follow the proven five-phase VE job plan, as follows:
 - i. Information Phase: The purpose of this phase is to assist the VE team in understanding the project's background and decisions that have influenced the development of the proposed design. The Design Engineer will give an oral overview of the project and provide a brief history of the current design documents. We will also tour the plants.

- ii. Speculative/Creative Phase: During this step, HDR's team will develop creative or alternative VE recommendations for the proposed design, without evaluating or criticizing the idea. The VE team will record conceivable methods of providing the necessary functions at a lower cost to the project, or with an improvement to the project quality. HDR's team will comply with restraints defined by the District.
 - iii. Evaluation/Investigation Phase: HDR's team will subjectively rate each of the ideas listed in the speculative/creative phase based on the advantages and disadvantages of the idea. The ratings are based on the collective experience of the VE team and ranked on a scale of 1 to 10.
 - iv. Development/Recommendation Phase: At this point, each of the ideas that received a rating of eight or above will be developed in detail and comparative costs prepared. Costs will include estimated redesign costs if a significant change is involved. After completing the detailed analysis for each of the top-rated ideas, the VE team will discuss each of the ideas with the District and Design Engineer and reach a consensus as to which ideas would be recommended and which are suggestions only.
 - v. Report Phase: The report phase consists of both oral and written presentations of the results from the VE workshop. The design team will have the opportunity to ask the VE team for additional information on each of the recommended ideas.
4. HDR will estimate the life cycle cost of each alternative, as well as present the VE ideas in an understandable format that includes the following:
- i. Description of the original, as designed concept
 - ii. Description of the initial and VE concepts
 - iii. Reason to implement the idea
 - iv. Life-cycle calculations
 - v. Supporting sketches and catalogue cuts
 - vi. Advantages and disadvantages

Task 5 – Review and Check Detailed Worksheets

Following the workshop, the HDR VE team leader will collect detailed worksheets, and will review and check each worksheet. The intent of this task is to avoid unnecessary arithmetic errors or incorrect concepts. The worksheets will be reviewed for consistency of the costs included and needed changes will be made. HDR has developed a spreadsheet that follows the VE format that essentially eliminates arithmetic errors.

Task 6 – VE Workshop Findings Presentation

Prior to the development of the Value Engineering Workshop Report, HDR will prepare a power point presentation to present the findings associated with the VE workshop. The intent of this meeting is discuss recommended VE ideas for development, identify any constraints or challenges regarding the recommended VE ideas, and coordinate on the VE project path next steps. The HDR VE team leader will coordinate with the District regarding meeting location.

Task 7 – Value Engineering Workshop Report Preparation

1. HDR will submit a draft VE workshop report for review and comment by the District after the VE workshop and VE Workshop Findings Presentation has taken place. A tentative outline of the VE workshop report is provided below.

TENTATIVE VE WORKSHOP REPORT OUTLINE

Title Page

Table of Contents

Executive Summary

1. Introduction

General

Scope of Study

Workshop Analyses

2. Project Description

General

Historical Construction Projects

3. VE Procedure

General

Pre-workshop Preparation

- VE Workshop
- Post Workshop Procedures
- 4. Summary of Results
 - General
 - Notes to Design Engineer
 - Process Observations
- 5. Recommendations
- Appendices
 - VE Workshop Agenda
 - Evaluation Forms
 - VE Recommendation Worksheets
 - VE Analysis Worksheets
 - Preliminary Cost Estimates
- 2. In addition, the report will include:
 - i. Summary of the VE process, as conducted.
 - ii. Verification that the VE was completed in accordance with accepted practices.
 - iii. Description of the VE recommendations. The ideas that are developed in some detail (costs estimated) are provided with an identifying number that can be used to locate all the worksheets relating to that idea.
- 3. For each of the VE recommendations, the report will discuss the following issues:
 - i. Design/construction costs and design/construction schedule impacts for implementing the accepted recommendations.
 - ii. Construction coordination and sequencing issues.
 - iii. Potential design/construction scheduling issues.
 - iv. Potential site constraints and impacts on construction staging.
 - v. Net savings from the VE recommendations over the useful life of the project.

4. Rejected recommendations and reasons for rejections (should be valid and specific) will be an attachment to the final VE report. The District will be responsible for adding the recommendations and rejections to the final report.
5. Each cost saving proposal will include a description of the proposed change, complete calculations documenting construction and O&M cost savings, and other notes to the Design Engineer.
6. A summary of the workshop findings, including the worksheets, will be provided to the District. The Design Engineer should be encouraged to complete their review and prepare a response within one or two weeks of receiving the draft report to avoid impacts to the schedule.

Task 8 – As Requested Meetings

This task includes up to four project meetings. Up to five HDR team members will meet with District staff. Each meeting is assumed to be up to 1.5 hours in length. Meetings could be virtual or in person.

4. DELIVERABLES

Task 1 – Project Initiation and Data Gathering

- Meeting Minutes
- Project Schedule
- VE Workshop Meeting Location

Task 2 – Cost Model

- Cost Model Review Comments

Task 3 – Value Engineering Workshop Team Preparation and Arrangements

- Draft VE Workshop Agenda

Task 4 – Value Engineering Workshop

- Final VE Workshop Agenda
- VE Workshop worksheets

Task 5 – Review and Check Detailed Worksheets

- Final VE Workshop worksheets

Task 6 – VE Workshop Findings Presentation

- Meeting Minutes
- Powerpoint Presentation

Task 7 – Value Engineering Workshop Report Preparation

- Value Engineering Workshop Report; including sketches, life cycle analysis, and top rated recommended ideas

Task 8 – As Requested Meetings

- Meeting Minutes

The Engineer shall submit the final reports in both MS Word and PDF formats; presentations in both PowerPoint and PDF formats; drawings in the latest AutoCAD version; and other deliverables required for the project to the District electronically.

6. PAYMENT TO THE CONSULTANT

Payment to the Engineer shall be as called for in Articles 4 and 5 of the Professional Services Agreement. The not-to-exceed amount for Task Order No. 1 shall be \$126,327. A summary of the anticipated distribution of cost and manpower between tasks is shown in Exhibit A.

The following table summarizes the previously-executed and proposed task orders and amendments under the Professional Services Agreement:

Task Order / Amendment	Not to Exceed Amount	Board Authorization Required? (Yes/No)	District Staff Approval
Task Order No. 1 – Value Engineering Consultant	\$126,327	Yes	Paul Eldredge
Total	\$126,327		

7. TIME OF COMPLETION

All work defined in this Task Order shall be complete within 180 days and is subject to the conditions of Article 2 of this Agreement. A summary of the anticipated schedule of work is shown in Exhibit B.

8. KEY PERSONNEL

Engineering personnel assigned to this Task Order No. 1 are as follows:

<u>Role</u>	<u>Key Person to be Assigned</u>
VE Team Leader / Principal in Charge	Rob Williams
Process Engineer / Secondary Clarifiers	Hany Gerges
Process Engineer / Civil	Dave Reardon
Electrical	Bill Ettlich
Cost Estimating / Sequencing	Dave Ewing

Key personnel shall not be changed except in accordance with Article 6 of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 1 as of May 9, 2022, and therewith incorporate it as part of the Agreement.

DISTRICT

CONSULTANT

Union Sanitary District

HDR Engineering, Inc.

By: _____
Paul R. Eldredge, P.E.
General Manager/District Engineer

By: _____
Holly L.L. Kennedy, P.E.
Senior Vice President

Date: _____

Date: _____

-

Table 1 - Estimated Work Effort and Cost

Union Sanitary District

Enhanced Treatment & Site Upgrade Program - Phase 1B Value Engineering Consultant

Exhibit A

Task No.	Task Description	Project Manager	Process	Process/ Civil	Electrical	Project Controller	Project Coordinator	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Subs (\$)	Total Cost (\$)
1	Project Initiation and Data Gathering & Review	2		4		6		12	\$3,091			\$3,091
2	Cost Model	2		8			4	14	\$4,648			\$4,648
3	VE Team Preparation and Arrangements	8	8	8	8			32	\$12,388		\$1,470	\$13,858
4	VE Workshop	40	40	40	40			160	\$61,938	\$3,000	\$7,350	\$72,288
5	Review and Check Detailed Worksheets							0	\$0		\$735	\$735
6	Preliminary VE Workshop Findings Presentation	12	6	6	6	0	16	46	\$13,610		\$735	\$14,345
7	VE Report Preparation	8	2	2	2	0	8	22	\$6,602		\$368	\$6,970
8	As Requested Meetings	6	6	6	6			24	\$9,291		\$1,103	\$10,393
COLUMN TOTALS		78	62	74	62	6	28	310	\$111,567	\$3,000	\$11,760	\$126,327

Exhibit B

Preliminary Project Schedule

Notice to Proceed	May 10
VE Workshop	June 6 – June 10
VE Workshop Findings Presentation	June 29
Preliminary Report Submittal	July 13
District VE Workshop Report Comments	July 27
Final VE Workshop Report	August 10



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**MAY 9, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 11**

TITLE: Review and Approve Proposed Changes to Policy No. 3210, Boardmember Use of Email for District Business (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

Review and approve proposed changes to Board Policy No. 3210, Boardmember Use of Email for District Business.

Discussion

Board Policy No. 3210 provides guidance for Board use of email for District business. Staff has reviewed the Policy and proposed minor edits and updated formatting.

Background

Policy No. 3210 is scheduled to be reviewed by the General Manager and District Legal Counsel, and approved by the Board, every two years.

Previous Board Action

April 22, 2019, Board Meeting – Board Approval Policy No. 3210, Boardmember Use of Email for District Business

Attachments: Policy No. 3210, Boardmember Use of Email for District Business – Redline Edits
Policy No. 3210, Boardmember Use of Email for District Business – Edits Accepted

Union Sanitary District Policy

Effective date: April 22, 2019	Boardmember Use of E-mail for District Business	Policy Number 3210 Page 1 of 2
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Policy

Boardmembers shall use District assigned e-mail accounts for all electronic communication (e-mail) pertaining to District business. District staff will monitor e-mails sent to the entire Board and respond to such emails in a timely manner.

Purpose

Since electronic communications of elected officials regarding District business are public records under the California Public Records Act (the “CPRA”), having all electronic communication between District Boardmembers and any party with respect to District business go through the District e-mail account would permit compliance with the Public Records Act without compromising the Boardmembers’ private accounts. In addition, use of a general District e-mail account for Boardmembers will allow emails that may be time-sensitive or pertain to an agenda item to be forwarded to District staff. District staff will be able to ensure acknowledgement of such e-mails and to provide timely responses as appropriate.

Definitions

<i>E-mail</i>	Electronic communication
<i>District business</i>	Anything related to the conduct of Union Sanitary District's activities

Background

In order to differentiate between public documents under the CPRA and a public official's private emails, best practices are for elected officials to use a public agency email account for communications related to agency business. A general e-mail address for Boardmembers also allows the public to communicate with all Boardmembers and for staff to respond in a timely manner.

Procedure

Each Boardmember will be assigned a District e-mail account formatted with @unionsanitary.ca.gov. Any e-mail communication by a Boardmember relating to the conduct of District business should be through the use of a District e-mail account.

Emails sent to the entire Board at BOD@unionsanitary.ca.gov will be automatically forwarded to certain District staff members, which is standard practice for public agencies. This will ensure any

time-sensitive issues are brought to the District's attention in a timely manner, and to incorporate correspondence pertaining to the agenda items into the public record. District management will monitor the general Board e-mail account and respond in a timely manner, as set forth below. In order to prevent inadvertent issues regarding the Ralph M. Brown Act, Boardmembers shall not use the "Reply All" function if responding to an e-mail sent to the entire Board.

Emails to individual Boardmembers will not be automatically forwarded to staff.

Pursuant to the CPRA, emails to individual Boardmembers or the entire Board of Directors regarding District business that are sent to the official addresses above are treated as public records, subject to exemptions set forth in the CPRA.

Management Responsibility

Management is responsible for assigning e-mail accounts to Boardmembers and maintaining those accounts on a District server, as well as maintaining a general e-mail address for all Boardmembers at BOD@unionsanitary.ca.gov. Management is further responsible for posting a disclaimer on the District's website that explains (1) the District's policy to automatically forward emails sent to the entire Board to certain staff members, and (2) the fact that emails are treated as public records.

Management is also responsible for providing training to Boardmembers as needed in the use of such e-mail accounts.

Lastly, Management is responsible for acknowledging receipt of e-mails sent to the entire Board and responding with information if requested. In the event an e-mail requests specific answers to questions or raises policy issues, staff will acknowledge receipt of the e-mail and agendize an item for the Board to discuss an appropriate response if staff deems appropriate or if a Board-~~M~~member so requests as a future agenda item.

Approved by:	Board of Directors
Author/owner:	General Manager
Reviewers:	District Legal Counsel
Notify Person:	General Manager
Revision frequency:	Every 2 years
Next Review:	April 2021 <u>April 2023</u>

Union Sanitary District Policy

Effective date:	Boardmember Use of Email for District Business	Policy Number 3210
		Page 1 of 2

Policy

Boardmembers shall use District assigned email accounts for all electronic communication (email) pertaining to District business. District staff will monitor emails sent to the entire Board and respond to such emails in a timely manner.

Purpose

Since electronic communications of elected officials regarding District business are public records under the California Public Records Act (the “CPRA”), having all electronic communication between District Boardmembers and any party with respect to District business go through the District email account would permit compliance with the Public Records Act without compromising the Boardmembers’ private accounts. In addition, use of a general District e-mail account for Boardmembers will allow emails that may be time-sensitive or pertain to an agenda item to be forwarded to District staff. District staff will be able to ensure acknowledgement of such emails and to provide timely responses as appropriate.

Definitions

<i>Email</i>	Electronic communication
<i>District business</i>	Anything related to the conduct of Union Sanitary District's activities

Background

In order to differentiate between public documents under the CPRA and a public official's private emails, best practices are for elected officials to use a public agency email account for communications related to agency business. A general email address for Boardmembers also allows the public to communicate with all Boardmembers and for staff to respond in a timely manner.

Procedure

Each Boardmember will be assigned a District e-mail account formatted with @unionsanitary.ca.gov. Any e-mail communication by a Boardmember relating to the conduct of District business should be through the use of a District e-mail account.

Emails sent to the entire Board at BOD@unionsanitary.ca.gov will be automatically forwarded to certain District staff members, which is standard practice for public agencies. This will ensure any

time-sensitive issues are brought to the District's attention in a timely manner, and to incorporate correspondence pertaining to the agenda items into the public record. District management will monitor the general Board e-mail account and respond in a timely manner, as set forth below. In order to prevent inadvertent issues regarding the Ralph M. Brown Act, Boardmembers shall not use the "Reply All" function if responding to an e-mail sent to the entire Board.

Emails to individual Boardmembers will not be automatically forwarded to staff.

Pursuant to the CPRA, emails to individual Boardmembers or the entire Board of Directors regarding District business that are sent to the official addresses above are treated as public records, subject to exemptions set forth in the CPRA.

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Management is responsible for assigning email accounts to Boardmembers and maintaining those accounts on a District server, as well as maintaining a general email address for all Boardmembers at BOD@unionsanitary.ca.gov. Management is further responsible for posting a disclaimer on the District's website that explains (1) the District's policy to automatically forward emails sent to the entire Board to certain staff members, and (2) the fact that emails are treated as public records.

Management is also responsible for providing training to Boardmembers as needed in the use of such email accounts.

Lastly, Management is responsible for acknowledging receipt of emails sent to the entire Board and responding with information if requested. In the event an email requests specific answers to questions or raises policy issues, staff will acknowledge receipt of the email and agendize an item for the Board to discuss an appropriate response if staff deems appropriate or if a Boardmember so requests as a future agenda item.

Approved by:	Board of Directors
Author/owner:	General Manager
Reviewers:	District Legal Counsel
Notify Person:	General Manager
Revision frequency:	Every 2 years
Next Review:	April 2023



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**MAY 9, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 12**

TITLE: Review and Approve Proposed Changes to Policy No. 2165, Paperless Board Agenda Packet and Use of Electronic Equipment (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

Review and approve proposed changes to Board Policy No. 2165, Paperless Board Agenda Packet and Use of Electronic Equipment.

Discussion

Board Policy No. 2165 defines the acceptable and appropriate use of electronic equipment in conjunction with paperless Board packets. Staff has reviewed the Policy and proposed minor edits and updated formatting.

Background

Policy No. 2165 is scheduled to be reviewed by the General Manager, and approved by the Board, every three years.

Previous Board Action

February 12, 2018, Board Meeting – Board Approval of Policy No. 2165, Paperless Board Agenda Packet and Use of Electronic Equipment

Attachments: Policy No. 2165 Paperless Board Agenda Packet and Use of Electronic Equipment – Redline Edits
Policy No. 2165, Paperless Board Agenda Packet and Use of Electronic Equipment – Edits Accepted

Union Sanitary District
Policy and Procedure Manual

Effective: 2/12/2018

**Paperless Board Agenda Packet and Use of
Electronic Equipment**Policy Number 2165
Page 1 of 4

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Policy

Electronic equipment purchased by the District for use in paperless Board Agenda packets is property of the District. Electronic equipment individually owned may be used for accessing Board Agenda packets. In both cases electronic equipment must be used in a professional, lawful, safe, and secure manner. Refer to Information Systems Security Policy No. 2100 for other requirements.

Purpose

~~Board members~~Boardmembers and selected staff members may be issued electronic tablets by the District, or may use their own electronic equipment approved by the District, for the purpose of utilizing them in lieu of a paper copy of the Board Agenda packets. This policy defines the acceptable and appropriate use of electronic equipment in conjunction with paperless Board packets. This policy applies to all users of electronic equipment including employees and ~~Board members~~Boardmembers.

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Definitions

<i>Electronic equipment</i>	Electronic resources, including tablets, Wi-Fi access point, District purchased software programs running on tablets, file servers, magnetic tapes, electronic mail, network equipment, the use of the Internet, as well as information received, sent, or stored on this equipment.
<i>Personal Use</i>	Personal use is use of electronic equipment for non-District related purposes and may include Internet browsing, sending or reading personal emails, ordering services or merchandise from Internet vendors.

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Privacy Expectations

Communications via the District's electronic equipment are not private. Users have no expectation of privacy regarding their use of the District's electronic equipment. ~~Board members~~Boardmembers and employees should advise others not to send personal communications on District-provided technology because it is subject to search and are not private. Any use of the District's electronic equipment includes consent to have such use monitored by the District at its discretion. The District reserves the right to audit networks and systems on a periodic or as-needed basis to ensure compliance with this policy. Upon separation from the District, ~~Board members~~Boardmembers have no right to take any data or information stored on the District's electronic equipment.

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Passwords

The District will require ~~Board members~~Boardmembers to assign passwords to various electronic equipment used in their work for the District. ~~Board members~~Boardmembers must never share these passwords with anyone. IT staff must never ask ~~Board members~~Boardmembers to reveal their passwords. ~~Board member's~~Boardmember's use of passwords does not prevent the District from accessing the electronic equipment or stored data. The use of shared passcode locks is approved for electronic equipment used for Board agenda packets that are used by more than one person. The passcode lock is configured to lock the device after a certain period of time; to unlock and use the device, entry of a passcode would be required.

Complex passwords are required at the District. Refer to Password Management Policy No. 2110 for more information.

Usage

Electronic equipment, purchased by the District, is to be used for District business. Personal use may occur only before or after working hours or during identified break periods. Such use is subject to the prohibitions contained in the section on Prohibited Conduct, below.

Refer to Policy No. ~~1270, "Safe Use of District Vehicles~~ 1260, Vehicle and Equipment," ~~Usage and Safety~~, for guidance regarding the use of any type of electronic equipment while operating a vehicle while conducting District business.

During Board meetings ~~Board members~~Boardmembers and staff are requested to use electronic devices only for the purpose of conducting Board business.

The District will support and maintain only District purchased hardware and software intended to be used to conduct District business.

Surplus

At the end of life of the electronic equipment, as determined by the District, hardware and software will be replaced. Hardware will be disposed of in accordance with Policy No. 2075~~," Surplus Property Disposal"~~.

Prohibited Conduct

Conduct prohibited by this policy includes, but is not limited to, the following:

1. Unauthorized use or interception of transmissions or data.
2. Port scanning or security scanning unless prior notification to the District is made.
3. Executing any form of network monitoring which will intercept data not intended for the ~~Board member's~~Boardmember's or employee's host.
4. Circumventing user authentication or security of any host, network, or account.
5. Reading, copying, modifying, or deleting another ~~Board Member~~Boardmember or employee's electronic communications without the employee's consent.
6. Copying, modifying, or downloading District data or programs for personal use, without the District's authorization excluding IT support and maintenance activities.

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7. Introduction of malicious programs into a computer, network, or server (e.g., viruses, worms, Trojan horses, ~~e-mail~~ bombs, etc.).
8. Installing any software or apps on any District electronic equipment without permission, assistance, or direction from the IT team.
9. Violating software licensing agreements, copyright laws, or intellectual property laws.
10. Engaging in any activity that is illegal under local, state, federal, or international law.
11. Engaging in personal commercial activities, including offering services or merchandise for sale, or ordering services or merchandise from Internet vendors, except as allowed under the Usage guidelines.
12. Using electronic equipment to harass, discriminate against, or threaten others.
13. Accessing, displaying, reproducing, soliciting, or sending discriminatory, harassing, offensive, obscene, lewd, or sexual images or text while using electronic equipment, including, but not limited, electronic mail and the Internet.
14. Revealing your account password to others or allowing use of your account by others excluding temporary test accounts or circumstances where not sharing a password could reasonably be construed as the District's failing to meet critical obligations to customers or other agencies, or could result in loss of data, system outage or loss, or damage to District assets or personnel.
15. Creating or forwarding "chain letters," "Ponzi," or other pyramid schemes of any type.
16. Providing information about or lists of District employees to parties outside the District, unless approved by management.
17. Sending sensitive information such as credit card numbers, passwords, and customer account numbers through the Internet or email unless the connection is encrypted using software approved by the IT Steering Committee.
18. Connecting or accessing the network using unapproved personal device(s) or electronic equipment.
19. Reporting or redistributing system vulnerability information to other users. Users in receipt of information about system vulnerabilities must forward this information to the IT Team, which will determine what action is appropriate.
20. Sending District documents (including but not limited to Word documents, Excel spreadsheets, and PowerPoint presentations) outside the District in their native format. All documents sent outside the District must be in Adobe PDF format. An exception is made for documents sent with the express intention of collaboration.

~~Board Member~~Boardmember Owned Device

~~Board members~~Boardmembers may optionally purchase an electronic tablet. ~~Board member~~Boardmember owned devices purchased and/or used for District purposes are not subject to the above prohibited conduct except for Nos. 4, 10, 12, 13, 16, 18, and 20.

Board member use of their own devices will be reimbursed at 25% of the cost of a standard tablet, including accessories, as specified by IT. This reimbursement may be repeated based on the life of a standard tablet as defined in the Information Systems Replacement and Renewal (ISR&R) schedule.

Employee and Board of Directors Responsibility

It is the responsibility of every electronic equipment user to be familiar with this policy and conduct their activities accordingly. Users who violate this policy may be denied access to the District's electronic equipment.

Those issued electronic equipment should take great care in retaining the equipment and take all reasonable precautions to avoid unnecessary damage to it. Lost or damaged equipment shall immediately be reported to

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District management. Equipment that is accidentally damaged should be returned to IT for disposal or a repair estimate. Repair expense for purchase or replacement equipment will be charged to the employee's Work Group budget. A repeat instance may be charged personally to the employee.

Management Responsibility

Management will enforce this policy and take action against users who use the District's electronic equipment in violation of this policy. Management will have the final authority in determining appropriate versus inappropriate behavior/use.

Business Services will provide new ~~Board members~~ Boardmembers with a copy of this policy during processing/orientation.

Title	Policy #	Effective Date
Paperless Board Agenda Packet and Use of Electronic Equipment	2165	11/2013

Approved by: Board of Directors
Author/owner: ~~Business Services Manager~~
Reviewers: General Manager/District Engineer, Board of Directors
Notify Person: General Manager/District Engineer
Revision frequency: Every 3 years
Next Review: ~~2/12/2021~~

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Union Sanitary District
Policy

Effective:	Paperless Board Agenda Packet and Use of Electronic Equipment	Policy Number 2165 Page 1 of 4
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Policy

Electronic equipment purchased by the District for use in paperless Board Agenda packets is property of the District. Electronic equipment individually owned may be used for accessing Board Agenda packets. In both cases electronic equipment must be used in a professional, lawful, safe, and secure manner. Refer to Information Systems Security Policy No. 2100 for other requirements.

Purpose

Boardmembers and selected staff members may be issued electronic tablets by the District, or may use their own electronic equipment approved by the District, for the purpose of utilizing them in lieu of a paper copy of the Board Agenda packets. This policy defines the acceptable and appropriate use of electronic equipment in conjunction with paperless Board packets. This policy applies to all users of electronic equipment including employees and Boardmembers.

Definitions

<i>Electronic equipment</i>	Electronic resources, including tablets, Wi-Fi access point, District purchased software programs running on tablets, file servers, magnetic tapes, electronic mail, network equipment, the use of the Internet, as well as information received, sent, or stored on this equipment.
<i>Personal Use</i>	Personal use is use of electronic equipment for non-District related purposes and may include Internet browsing, sending or reading personal emails, ordering services or merchandise from Internet vendors.

Privacy Expectations

Communications via the District's electronic equipment are not private. Users have no expectation of privacy regarding their use of the District's electronic equipment. Boardmembers and employees should advise others not to send personal communications on District-provided technology because it is subject to search and are not private. Any use of the District's electronic equipment includes consent to have such use monitored by the District at its discretion. The District reserves the right to audit networks and systems on a periodic or as-needed basis to ensure compliance with this policy. Upon separation from the District, Boardmembers have no right to take any data or information stored on the District's electronic equipment.

Passwords

The District will require Boardmembers to assign passwords to various electronic equipment used in their work for the District. Boardmembers must never share these passwords with anyone. IT staff must never ask Boardmembers to reveal their passwords. Boardmember's use of passwords does not prevent the District from accessing the electronic equipment or stored data. The use of shared passcode locks is approved for electronic equipment used for Board agenda packets that are used by more than one person. The passcode lock is configured to lock the device after a certain period of time; to unlock and use the device, entry of a passcode would be required.

Complex passwords are required at the District. Refer to Password Management Policy No. 2110 for more information.

Usage

Electronic equipment, purchased by the District, is to be used for District business. Personal use may occur only before or after working hours or during identified break periods. Such use is subject to the prohibitions contained in the section on Prohibited Conduct, below.

Refer to Policy No. 1260, Vehicle and Equipment Usage and Safety, for guidance regarding the use of any type of electronic equipment while operating a vehicle while conducting District business.

During Board meetings Boardmembers and staff are requested to use electronic devices only for the purpose of conducting Board business.

The District will support and maintain only District purchased hardware and software intended to be used to conduct District business.

Surplus

At the end of life of the electronic equipment, as determined by the District, hardware and software will be replaced. Hardware will be disposed of in accordance with Policy No. 2075, Surplus Property Disposal.

Prohibited Conduct

Conduct prohibited by this policy includes, but is not limited to, the following:

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3. Executing any form of network monitoring which will intercept data not intended for the Boardmember's or employee's host.
4. Circumventing user authentication or security of any host, network, or account.
5. Reading, copying, modifying, or deleting another Boardmember or employee's electronic communications without the employee's consent.
6. Copying, modifying, or downloading District data or programs for personal use, without the District's authorization excluding IT support and maintenance activities.
7. Introduction of malicious programs into a computer, network, or server (e.g., viruses, worms, Trojan horses, email bombs, etc.).

8. Installing any software or apps on any District electronic equipment without permission, assistance, or direction from the IT team.
9. Violating software licensing agreements, copyright laws, or intellectual property laws.
10. Engaging in any activity that is illegal under local, state, federal, or international law.
11. Engaging in personal commercial activities, including offering services or merchandise for sale, or ordering services or merchandise from Internet vendors, except as allowed under the Usage guidelines.
12. Using electronic equipment to harass, discriminate against, or threaten others.
13. Accessing, displaying, reproducing, soliciting, or sending discriminatory, harassing, offensive, obscene, lewd, or sexual images or text while using electronic equipment, including, but not limited, electronic mail and the Internet.
14. Revealing your account password to others or allowing use of your account by others excluding temporary test accounts or circumstances where not sharing a password could reasonably be construed as the District's failing to meet critical obligations to customers or other agencies, or could result in loss of data, system outage or loss, or damage to District assets or personnel.
15. Creating or forwarding "chain letters," "Ponzi," or other pyramid schemes of any type.
16. Providing information about or lists of District employees to parties outside the District, unless approved by management.
17. Sending sensitive information such as credit card numbers, passwords, and customer account numbers through the Internet or email unless the connection is encrypted using software approved by the IT Steering Committee.
18. Connecting or accessing the network using unapproved personal device(s) or electronic equipment.
19. Reporting or redistributing system vulnerability information to other users. Users in receipt of information about system vulnerabilities must forward this information to the IT Team, which will determine what action is appropriate.
20. Sending District documents (including but not limited to Word documents, Excel spreadsheets, and PowerPoint presentations) outside the District in their native format. All documents sent outside the District must be in Adobe PDF format. An exception is made for documents sent with the express intention of collaboration.

Boardmember Owned Device

Boardmembers may optionally purchase an electronic tablet. Boardmember owned devices purchased and/or used for District purposes are not subject to the above prohibited conduct except for Nos. 4, 10, 12, 13, 16, 18, and 20.

Board member use of their own devices will be reimbursed at 25% of the cost of a standard tablet, including accessories, as specified by IT. This reimbursement may be repeated based on the life of a standard tablet as defined in the Information Systems Replacement and Renewal (ISR&R) schedule.

Employee and Board of Directors Responsibility

It is the responsibility of every electronic equipment user to be familiar with this policy and conduct their activities accordingly. Users who violate this policy may be denied access to the District's electronic equipment.

Those issued electronic equipment should take great care in retaining the equipment and take all reasonable precautions to avoid unnecessary damage to it. Lost or damaged equipment shall immediately be reported to District management. Equipment that is accidentally damaged should be returned to IT for disposal or a repair estimate. Repair expense for purchase or replacement equipment will be charged to the employee's Work

Group budget. A repeat instance may be charged personally to the employee.

Management Responsibility

Management will enforce this policy and take action against users who use the District's electronic equipment in violation of this policy. Management will have the final authority in determining appropriate versus inappropriate behavior/use.

Business Services will provide new Boardmembers with a copy of this policy during processing/orientation.

Approved by:	Board of Directors
Author/owner:	
Reviewers:	General Manager/District Engineer, Board of Directors
Notify Person:	General Manager/District Engineer
Revision frequency:	Every 3 years
Next Review:	

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

MAY 9, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #13

TITLE: Consider Adoption of a Resolution Authorizing the Use of Teleconference Meetings in Compliance with AB 361 (*This is a Motion Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Karen W. Murphy, General Counsel
Regina McEvoy, Executive Assistant to the General Manager/Board Clerk

Recommendation

Adopt the attached resolution authorizing the use of teleconference meetings in compliance with AB 361.

Discussion

AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. As directed by the Board on September 27, 2021, the District is continuing to hold teleconferenced meetings as allowed under AB 361 due to the ongoing public health threat of COVID-19. The Board adopted resolutions on October 25, 2021, November 8, 2021, November 15, 2021, December 13, 2021, January 10, 2022, January 24, 2022, February 14, 2022, February 28, 2022, March 14, 2022, March 28, 2022, April 11, 2022, and April 25, 2022, authorizing the use of teleconference meetings. At the Board meeting of March 28, 2022, the Board directed staff to continue scheduling teleconference meeting for committees and to phase-in in-person meetings for the Board for the months of April and May and revisit in-person meetings at the first Board meeting in June. During the phase-in, meetings would continue to be held via teleconference although Board members could attend in-person. The attached resolution includes and reaffirms the findings required by AB 361 to allow the District to continue to hold teleconferenced meetings.

Background

AB 361 was signed into law by the Governor on September 16, 2021, and amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology as long as there is a “proclaimed state of emergency” by the Governor. This allowance also depends on state or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees. Though adopted in the context of the pandemic, AB 361 will allow for virtual meetings during other proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk.

AB 361 prohibits councils and boards from limiting public comments to those submitted in advance of the meeting and specifies that the legislative body “must provide an opportunity for the public to ... offer comment in real time.” (Government Code 54953(e)(2)(E). Additionally, the body must allow a reasonable time for public comment during the comment periods. The District allows for email comments to be submitted throughout Board meeting and the Board Clerk checks for emails continuously, including during the public comment portion for each agenda item.

The agenda must include information on the manner in which the public may access the meeting and provide comments remotely. AB 361 provides that if technical problems arise that result in the public’s access being disrupted, the legislative body may not take any vote or other official action until the technical disruption is corrected and public access is restored.

In addition, as noted in the Discussion section above, AB 361 requires public agencies to make findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter that a state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing. AB 361 will sunset on January 1, 2024.

Previous Board Action

4/25/22 Board Meeting – The Board adopted Resolution No. 2964, authorizing the use of teleconference meetings in compliance with AB 361.

4/11/22 Board Meeting – The Board adopted Resolution No. 2962, authorizing the use of teleconference meetings in compliance with AB 361.

3/28/22 Board Meeting – The Board adopted Resolution No. 2960, authorizing the use of teleconference meetings in compliance with AB 361 and directed staff to continue scheduling teleconference meetings for committees and to phase in in-person Board meetings.

3/14/22 Board Meeting – The Board adopted Resolution No. 2958, authorizing the use of teleconference meetings in compliance with AB 361.

2/28/22 Board Meeting – The Board adopted Resolution No. 2957, authorizing the use of teleconference meetings in compliance with AB 361.

2/14/22 Board Meeting – The Board adopted Resolution No. 2954, authorizing the use of teleconference meetings in compliance with AB 361.

1/24/22 Board Meeting – The Board adopted Resolution No. 2953, authorizing the use of teleconference meetings in compliance with AB 361.

1/10/22 Board Meeting – The Board adopted Resolution No. 2948, authorizing the use of teleconference meetings in compliance with AB 361.

12/13/21 Board Meeting – The Board adopted Resolution No. 2945, authorizing the use of teleconference meetings in compliance with AB 361.

11/15/21 Special Board Meeting – The Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361.

11/8/21 Board Meeting – The Board adopted Resolution No. 2941, authorizing the use of teleconference meetings in compliance with AB 361.

10/25/21 Board Meeting – The Board adopted Resolution No. 2937, authorizing the use of teleconference meetings in compliance with AB 361.

9/27/21 Board Meeting – The Board directed staff to continue with teleconferenced meetings under AB 361.

RESOLUTION NO. __

**A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE
USE OF TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361**

WHEREAS, the Union Sanitary District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Union Sanitary District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963); and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, Government Code 54953(e) permits teleconferencing in the event that a state of emergency is declared by the Governor pursuant to Government Code section 8625, and that either state or local officials have imposed or recommended measures to promote social distancing, or that the legislative body finds that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in response to the rapid spread of the highly contagious disease known as COVID-19; and

WHEREAS, on August 3, 2021, the Health Officer of the County of Alameda adopted Order No. 21-03 stating that the Delta variant has been circulating in the County, is highly transmissible in indoor settings and requires multi-component prevention strategies to prevent spread, and that hospitalizations are increasing; and

WHEREAS, despite ongoing efforts to promote masking and vaccinations, COVID-19 continues to threaten the health and lives of the public, especially with the existence of the Delta variant, which is highly transmissible in indoor settings, the Omicron variant, which is even more transmissible than the Delta variant, and a new Omicron sub-variant; and

WHEREAS, the increased risk of contracting COVID-19 associated with being indoors with others has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, on October 25, 2021, the Board adopted Resolution No. 2937, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on November 8, 2021, the Board adopted Resolution No. 2941, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on November 15, 2021, the Board adopted Resolution No. 2942, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on December 13, 2021, the Board adopted Resolution No. 2945, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on January 10, 2022, the Board adopted Resolution No. 2948, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on January 24, 2022, the Board adopted Resolution No. 2953, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on February 14, 2022, the Board adopted Resolution No. 2954, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on February 28, 2022, the Board adopted Resolution No. 2957, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on March 14, 2022, the Board adopted Resolution No. 2958, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on March 28, 2022, the Board adopted Resolution No. 2960, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on April 11, 2022, the Board adopted Resolution No. 2962, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, on April 25, 2022, the Board adopted Resolution No. 2964, authorizing the use of teleconference meetings in compliance with AB 361; and

WHEREAS, the Board now desires to reaffirm and make the findings required to continue holding teleconference meetings in compliance with AB 361 due to the continuing public health threat of COVID-19.

NOW, THEREFORE, BE IT RESOLVED, BY THE UNION SANITARY DISTRICT BOARD OF DIRECTORS, AS FOLLOWS:

1. The above recitals are true and correct and are material to this Resolution and are incorporated into this Resolution as findings of the District Board.

2. The Union Sanitary District Board finds and declares that the circumstances set forth in Government Code section 54953(e)(1), exist because the State of Emergency continues to exist and meeting in person would present imminent risks to the health and safety of attendees.

3. Pursuant to the requirements of Government Code Section 54953(e)(3), the District Board makes the following findings:

(a) The District Board has considered the circumstances of the continuing state of emergency;

- (b) The state of emergency continues to directly impact the ability of the members and the public to meet safely in person;
- (c) Due to COVID-19, holding meetings in person will present imminent risks to the health and safety to attendees; and
- (d) The District Board will continue to meet by teleconference in accordance with Government Code section 54953(e).

4. The aforementioned findings apply to all committees and subcommittees of the District which are classified as legislative bodies pursuant to Government Code Section 54952.

5. The District Board will reconsider every 30 days, the circumstances of the emergency and review whether it continues to directly impact the ability of the members to meet safely in person.

6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have adopted this Resolution and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional.

7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Board of Directors on this 9th day of May, 2022.

AYES:

NOES:

ABSENT:

Manny Fernandez, Secretary

Pat Kite, President

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**MAY 9, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 14**

TITLE: Receive Information Regarding Fees to the Alameda County Water District (ACWD) for the Enhanced Treatment and Site Upgrade Phase 1A Campus Building Project (This is an Information Item)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Ric Pipkin, Enhanced Treatment and Site Upgrade Program Manager
Curtis Bosick, Enhanced Treatment and Site Upgrade Assistant Program Manager
ETSU Steering Committee (Armando Lopez, Raymond Chau, Robert Simonich)

Recommendation

Information only.

Discussion

The ETSU Phase 1A Campus Building Project (Project) includes the construction of a new campus building that consolidates the District's existing administration; control/lab and fabrication, maintenance, and construction (FMC) buildings

The construction of the ETSU program requires the relocation of the ACWD water main as well as the relocation of the existing ACWD water meters that feed the treatment plant and the separate buildings. For efficient management of the overall ETSU Program schedule, the relocation of the ACWD water main and meters is being included in the construction of the new Campus Building.

The table below summarizes the existing potable water meters at the plant site that need to be relocated in the Campus Project and the new meters that are proposed. The table also summarizes the ACWD capacity fees anticipated.

Existing Meter Size	Existing Service Type	New Proposed Meter Size	Anticipated ACWD Capacity Fees
2"	Irrigation	2"	\$0
8"	Fire Water	10"	\$0
4"	Potable Water for Plant Process Use	4"	\$0
	Potable Water for Campus and other Occupied Building Use	3"	\$150,000
	Total		\$150,000

The Campus Building requires the relocation of the plant's existing irrigation and fire service water meters. The irrigation meter is proposed to remain as currently sized and therefore there is no associated capacity fee. Additionally, there are no capacity fees associated with fire service.

A new separate service for the occupied buildings (Campus and Field Operations buildings) is required. The new 3-inch meter for the occupied buildings has a capacity fee of approximately \$150,000.

Historically, the portion of the treatment plant that utilizes potable water has experienced unstable water pressures in the past. The largest use of potable water in the treatment plant is the polymer used for dewatering which requires potable water for blending prior to mixing with the biosolids. A 6-inch water meter and piping would resolve the pressure fluctuations but requires an upgrade to the current meter size of 4 inches. Upsizing the meter as a part of the ETSU program was evaluated, however, the associated capacity charge would be approximately \$320,000.

Staff is currently evaluating options where the treatment plant's secondary effluent is filtered and treated to higher level where it could replace the potable water for the dewatering system. In the event this option does not materialize, staff may need to revisit upgrading to the 6-inch meter at a later date. All of the associated piping and connectors is being designed to accommodate a future 6-inch meter if it becomes necessary.

ACWD self performs work related to connections to the existing water main and installation of the new meters and removal of existing meters. ACWD staff will also inspect the Campus Building contractor's work as they install the new water main pipe. Staff is still awaiting a revised estimate of costs for these services from ACWD but is currently estimating these costs to be approximately \$200,000. The actual fees paid for inspection and installation will be the actual costs incurred by ACWD on the project.

Anticipated ACWD Fees	Amount
Capacity	\$150,000*
Construction/Inspection	\$200,000
Total	\$350,000*

*Note that the Capacity Fees and resulting Total Fees will be increased by \$320,000 if a 6" meter for the treatment plant is deemed necessary.

Staff will bring the capacity fee payments to the Board for consideration when nearing the appropriate time to pay the fees, currently estimated to be as early as June. Additionally, staff will bring back a staff report for consideration if the 6-inch meter is deemed necessary. Staff wanted to provide the Board an opportunity to provide comment and ask questions before that time.

Background

The ETSU Program is the culmination of the District's planning efforts and is based on the outcomes and findings of the Plant Solids System/Capacity Assessment – Phases 1 and 2, Administration/Control/FMC Buildings Evaluation, the Effluent Management Study and the Secondary Treatment Process Improvements evaluation. The program includes projects recommended for implementation that will be phased to address both immediate drivers (poor sludge settleability, treatment capacity, effluent disposal and aging infrastructure), while preparing for future requirements such as nutrient regulations for discharge in the Bay that are currently being considered by the Regional Water Quality Control Board.

The Phase 1 and 2 projects included in this program were presented to the Board during the workshop held on May 8, 2019 and are summarized in the Final Report which was approved by the Board on August 26, 2019. A third phase of projects was briefly outlined that covered the timeframe from 2040 to 2058 and included potentially stricter nutrient limits in the more distant future. The projects identified in the ETSU Program and modified by the 30% design report to be implemented in the near-term (the next seven to ten years) are included in Phase 1 and are summarized in the table below.

Phase 1A	Aeration Basin Modifications	Retrofitting existing Aeration Basins 1 through 7 and construction of an 8 th aeration basin with the flexibility to operate initially with an anaerobic selector during the implementation phase and transitioning to a biological nutrient removal (BNR) process following completion.
Phase 1A	Campus Building (Admin, FMC, Ops)	Construction of a new combined Campus Building, including associated site and utility improvements.
Phase 1B	Secondary Clarifiers	Construction of four new 160-foot diameter secondary clarifiers, mixed liquor control box, and centralized RAS pump station.

Phase 1B	Effluent Facilities	Construction of new chlorination/dechlorination contact basins, effluent pump stations, and relocation of existing effluent force main.
Phase 1C	Plant Equalization Storage	Retrofitting existing Secondary Clarifiers 1 through 4 to operate as primary effluent equalization basins.

The full version of the ETSU Program report, including appendices, can be found at the following link: <https://unionsanitary.ca.gov/ETSU>.

Previous Board Action

August 26, 2019, the Board Adopted Resolution 2864 Approving the District's Final Report for the Enhanced Treatment & Site Upgrade Program.

September 23, 2019, the Board authorized the General Manager to execute Task Order No. 2 with AECOM Technical Services, Inc. (AECOM) in the amount of \$573,569 for the Centrifuge Building Improvements Project (Project). This scope of work included the creation of a potable water model for the treatment plant.

January 13, 2020, the Board authorized the General Manager to execute an Agreement and Task Order No. 1 with Hazen and Sawyer in the amount of \$6,752,860 for the ETSU Phase 1A Project to provide the 30% design services for all projects in Phase 1 of the ETSU Program (excluding the Campus Building project) and final design services associated with the Aeration Basin Modifications Project.

March 9, 2020, the Board authorized the General Manager to execute Task Order No. 2 with Hazen and Sawyer in the amount of \$3,737,412 for the ETSU Phase 1A Project to complete the design of the Campus Building Project.

January 11, 2021, the Board authorized the General Manager to execute an Agreement with Hazen and Sawyer for design services for the ETSU Phase 1B and 1C Projects and Task Order No. 1 for the Enhanced Treatment and Site Upgrade Phase 1B Project.

PRE/RP/CB

Attachments: Figure 1 – Campus Building Site Plan
Excerpts from the ACWD published rates

Figure 1: ETSU Program – Phase 1 Project Locations

Phase 1C – New Primary
Effluent Equalization

Phase 1B – New
Effluent Facilities

Phase 1A – New
Campus Building



Phase 1A – Aeration
Basin Modifications

Phase 1B – New
Secondary Clarifiers

Existing ACWD
Water Main Location

APPROVED AND PROPOSED
SCHEDULE OF DEVELOPMENT FEES AND CHARGES

Effective May 1, 2022, except as otherwise noted

INSTALLATION CHARGES AND COST ESTIMATES

FLAT RATE ¹		COST ESTIMATES FOR BUDGETING PURPOSES ²							
Meter Size	Rate	Water Meters and Service Lines				Fire Services			
		Meter Size	Meter Set Only	Service Line and Meter	Design and Estimate Only ³	Fire Service Size	Detector Check Set Only	Service Line and Set	Design and Estimate Only ³
3/4"	\$ 261	3/4"	\$ 600	\$ 11,000	\$ 1,000	2"	\$ 3,500	\$ 18,000	\$ 1,100
1"	\$ 273	1"	\$ 800	\$ 11,000	\$ 1,000	4"	\$ 11,500	\$ 40,000	\$ 1,300
1-1/2"	\$ 468	1-1/2"	\$ 1,000	\$ 13,000	\$ 1,300	6"	\$ 11,500	\$ 45,000	\$ 1,300
		2"	\$ 1,200	\$ 15,000	\$ 1,300	8"	\$ 13,500	\$ 50,000	\$ 1,400
						10"	\$ 14,500	\$ 55,000	\$ 1,400

- 1 Flat rates are applicable only to residential meters installed in existing meter boxes in accordance with a Public Water System Extension Agreement.
- 2 These estimates are provided to assist with initial budgeting purposes only. Since installation costs vary significantly depending on multiple factors, ACWD's Engineering Department will prepare an individual design and detailed cost estimate for all non-flat rate installations based on the applicant's improvement drawings, information provided on the application, and other site-specific factors. All estimates are approximate. The installation cost of meters sized 3" and larger increases sharply. Final costs will reflect ACWD's actual cost for the work. All applicants are encouraged to review their projects with ACWD Engineering staff at no cost prior to submitting an application.
- 3 The "Design and Estimate" costs shown reflect a typical cost for ACWD to complete the individual design and detailed estimate for a service line and water service device (i.e., meter) for the type of water service installation shown and include an estimated allowance for the city encroachment permit fee. These estimates are included here to inform applicants of the estimated cost of ACWD work in support of their projects that the applicant will be responsible for even if the project is later cancelled by the applicant or not constructed for whatever reason. Actual costs may vary significantly.

CAPACITY CHARGES ⁴

FACILITIES CONNECTION CHARGE (FCC)

RESIDENTIAL METERS				
Unit Type	Incremental Cost Component per dwelling unit	+	Equity Buy-In Component per dwelling unit	= TOTAL CAPACITY CHARGES per dwelling unit
Single Family Dwelling Units	\$ 5,451		\$ 3,105	\$ 8,556
Multiple Dwelling Units (2 or more units per building)	\$ 4,578		\$ 2,547	\$ 7,125
Residential Dormitory Units	\$ 3,269		\$ 1,863	\$ 5,132
NON-RESIDENTIAL, MUNICIPAL, AND IRRIGATION METERS				
Meter Size	Maximum Allowable Flow, GPM	Incremental Cost Component	+	Equity Buy-In Component = TOTAL CAPACITY CHARGES
3/4"	30	\$ 8,176		\$ 4,659 \$ 12,835
1"	50	\$ 13,628		\$ 7,767 \$ 21,395
1-1/2"	100	\$ 27,258		\$ 15,534 \$ 42,792
2"	160	\$ 43,612		\$ 24,855 \$ 68,467
3"	350	\$ 95,404		\$ 54,370 \$ 149,774
4"	600	\$ 163,553		\$ 93,208 \$ 256,761
6"	1,350	\$ 367,996		\$ 209,720 \$ 577,716
8"	1,600	\$ 436,143		\$ 248,557 \$ 684,700

- 4 Capacity Charges shown are for standard meter types for potable water service. Capacity charges for non-standard meter types and services are calculated on a case-by-case basis. Capacity Charges do not apply to dedicated fire services or fire hydrants.

HYDRANT FLOW TEST CHARGE ⁵

Hydrant Flow Test Charge	\$ 247 per field test conducted
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- 5 Fire hydrant flow testing involves ACWD staff measuring flow rates and static and residual pressure in the field from flowing and non-flowing fire hydrants in support of applicant projects which require information about the capacity of the existing water distribution system. Existing data are provided at no cost if applicable.

METERED JUMPER ASSEMBLY ⁶

Deposit = \$5,240	Monthly Rental = \$237
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- 6 Metered Jumper Assembly charges are effective March 1, 2022.

In addition to the above charges, potentially significant charges, fees, and costs may apply, including but not limited to: Annexation-related charges, Special Service Area Connection Charges, costs associated with new public water main extensions (including "Engineering Fees") or the relocation or modification of existing ACWD facilities, and the installation of fire hydrants, tie-ins and other work by ACWD. All applicants are encouraged to review their projects with ACWD Engineering staff at no cost prior to submitting an application.



Directors
Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers
Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**MAY 09, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM #15**

TITLE: **Board Expenses for 3rd Quarter of Fiscal Year 2022 (*This is an Information Item*)**

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer
Mark Carlson, Business Services Manager/CFO

Recommendation

Information only.

Previous Board Action

None

Background

Please see attached the Board of Directors Quarterly Travel and Training Expenditure Report for the 3rd quarter of Fiscal Year 2022.

BOARD OF DIRECTORS

QUARTERLY TRAVEL AND TRAINING EXPENDITURE REPORT

3RD QTR, FISCAL YEAR 2022

Board Members	Description	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Beginning Balance	Y-T-D Expense	Balance Available
FERNANDEZ, MANNY								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
HANDLEY, TOM								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
HARRISON, JENNIFER								
	TOTAL	0.00	0.00	0.00	0.00	5000.00	0.00	5000.00
KITE, PAT	Lorman All Access Education Pass			489.30				
	TOTAL	0.00	0.00	489.30	0.00	5000.00	489.30	4510.70
LATHI, ANJALI	25% Reimbursement of iPad Related Expenses			303.07				
	TOTAL	0.00	0.00	303.07	0.00	5000.00	303.07	4696.93
	GRAND TOTAL	0.00	0.00	792.37	0.00	25000.00	792.37	24207.63

The Board of Directors' Quarterly Expenditure Report is attached as part of the check register in accordance with Board Member Business Expense policy adopted September 5, 1991

**Directors**

Manny Fernandez
Tom Handley
Pat Kite
Anjali Lathi
Jennifer Toy

Officers

Paul R. Eldredge
*General Manager/
District Engineer*

Karen W. Murphy
Attorney

**MAY 9, 2022
BOARD OF DIRECTORS MEETING
AGENDA ITEM # 16**

TITLE: COVID-19 Update (*This is an Information Item*)

SUBMITTED: Paul R. Eldredge, General Manager/District Engineer

Recommendation

Information only.

Discussion

None.

Background

General Manager Eldredge will provide an update on the District's COVID-19 response and staffing levels.

Previous Board Action

None.

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180609	4/28/2022	110	28836	SYNAGRO WEST LLC	MAR 2022 BIOSOLIDS DISPOSAL	\$77,491.64	\$77,491.64
180602	4/28/2022	110	1628212	POLYDYNE INC	44,680 LBS CLARIFLOC C-6267	\$54,287.91	\$54,287.91
180616	4/28/2022	120	49337	WECO INDUSTRIES LLC	1 CCTV TRANSPORTER	\$49,187.71	\$52,015.20
	4/28/2022	121	49402		CAMERA REPAIRS	\$2,827.49	
180562	4/21/2022	171	911963	VINCENT ELECTRIC MOTOR CO	REPAIR BLOWER 10	\$34,852.72	\$34,852.72
180614	4/28/2022	122	108330	VALLEY OIL COMPANY	5,984 GALS UNLEADED 10% ETHANOL GAS	\$30,625.38	\$30,625.38
180549	4/21/2022	114	182285	PSOMAS CORP	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$26,155.35	\$26,155.35
180586	4/28/2022	170	1220969	FLEXIM AMERICAS CORPORATION	2 FLOW METERS	\$22,930.47	\$22,930.47
180504	4/21/2022	170	8480111969	ANDRITZ SEPARATION INC	1 CENTRIFUGE REBUILD KIT	\$22,917.60	\$22,917.60
180534	4/21/2022	110	9017747358	KEMIRA WATER SOLUTIONS INC	47,880 LBS FERROUS CHLORIDE	\$7,394.25	\$22,100.40
	4/21/2022	110	9017747231		47,540 LBS FERROUS CHLORIDE	\$7,284.44	
	4/21/2022	110	9017747094		48,400 LBS FERROUS CHLORIDE	\$7,421.71	
180576	4/28/2022	143	21430	CAROLLO ENGINEERS	PLANT MISCELLANEOUS IMPROVEMENTS	\$12,595.92	\$17,799.81
	4/28/2022	143	21436		PRIMARY DIGESTER NO. 8 FEASIBILITY STUDY	\$5,203.89	
180530	4/21/2022	150	201180083	HAZEN AND SAWYER	INTERIM CIP COACH SERVICES - FEB 22	\$17,640.00	\$17,640.00
180581	4/28/2022	110	1422539	DEPARTMENT OF GENERAL SERVICES	SERV: FEB 2022 PLANT	\$17,493.47	\$17,493.47
180535	4/21/2022	170	467529	LUBRICATION ENGINEERS INC	BULK GOGEN OIL	\$17,466.66	\$17,466.66

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180510	4/21/2022		282383	BURKE, WILLIAMS & SORENSON LLP	CIP - FEB 2022	\$2,529.28	\$16,174.08
	4/21/2022		282384		FORCE MAIN RELOCATION - FEB 2022	\$3,128.32	
	4/21/2022	150	282387		GENERAL LEGAL - MAR 2022	\$7,488.00	
	4/21/2022		282385		ETSU - FEB 2022	\$1,364.48	
	4/21/2022	150	281752		CONTRACT DISPUTE - FEB 2022	\$532.48	
	4/21/2022		282381		STANDBY POWER PROJECT - FEB 2022	\$499.20	
	4/21/2022	150	281748		GENERAL PERSONNEL - FEB 2022	\$632.32	
180560	4/21/2022		533620220322	US BANK CORP PAYMENT SYSTEM	MONTHLY CAL-CARD REPORT - MAR 2022	\$14,329.67	\$14,329.67
180543	4/21/2022	110	3000092412	OLIN CORPORATION	4500.9 GALS SODIUM HYPOCHLORITE	\$3,509.26	\$14,251.23
	4/21/2022	110	3000091373		4777.101 GALS SODIUM HYPOCHLORITE	\$3,724.61	
	4/21/2022	110	3000092174		4500.2 GALS SODIUM HYPOCHLORITE	\$3,508.72	
	4/21/2022	110	3000092173		4500.1 GALS SODIUM HYPOCHLORITE	\$3,508.64	
180509	4/21/2022	143	11439145	BROWN & CALDWELL CONSULTANTS	PRIMARY DIGESTER NO. 7	\$13,920.56	\$13,920.56
180582	4/28/2022	143	173241	ESA	SEA LEVEL RISE STUDY UPDATE	\$11,728.55	\$11,728.55
180599	4/28/2022	110	3000094840	OLIN CORPORATION	4800.1 GALS SODIUM HYPOCHLORITE	\$3,742.54	\$10,995.28
	4/28/2022	110	3000094839		4801.5 GALS SODIUM HYPOCHLORITE	\$3,743.64	
	4/28/2022	110	3000093888		4500.7 GALS SODIUM HYPOCHLORITE	\$3,509.10	
180617	4/28/2022	143	201835	WOODARD & CURRAN INC	IRVINGTON BASIN RCP REHABILITATION	\$1,130.00	\$8,211.70
	4/28/2022	141	202177		LOUIE RANCH AND APPIAN WAY DEVELOPMENT REVIEW	\$7,081.70	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180511	4/21/2022		20220419	STATE OF CALIFORNIA	SALES & USE TAX 01/01/22 - 03/31/2022	\$7,322.29	\$7,322.29
180499	4/21/2022	114	21901683	ABC IMAGING, INC	CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$7,167.72	\$7,167.72
180547	4/21/2022	110	1627550	POLYDYNE INC	42,620 LBS CLARIFLOC WE-539	\$6,353.34	\$6,353.34
180524	4/21/2022		201682204	GATEWAY PRODUCTS GROUP INC	12 SPARK PLUGS	\$6,254.64	\$6,254.64
180531	4/21/2022	136	60241	HSI WORKPLACE COMPLIANCE	HSI SAFETY AND LEADERSHIP CBT	\$6,000.10	\$6,000.10
180500	4/21/2022	143	2000608830	AECOM TECHNICAL SERVICES INC	CENTRIFUGE BUILDING IMPROVEMENTS	\$4,388.05	\$5,882.27
	4/21/2022	143	2000598218		CENTRIFUGE BUILDING IMPROVEMENTS	\$1,494.22	
180573	4/28/2022	121	232389	BRENNTAG PACIFIC INC	5104 LBS SODIUM HYDROXIDE	\$3,088.15	\$4,639.24
	4/28/2022	121	232388		2552 LBS SODIUM HYDROXIDE	\$1,551.09	
180503	4/21/2022	113	33042	AMERICAN ASSOC FOR LAB ACC	LABORATORY ASSESSMENT	\$4,480.00	\$4,480.00
180561	4/21/2022	143	21099	V&A CONSULTING ENGINEERS	CATHODIC PROTECTION IMPROVEMENTS	\$4,456.50	\$4,456.50
180580	4/28/2022	173	10569566230	DELL MARKETING LP C/O DELL USA	1 WORKSTATION	\$4,338.90	\$4,338.90
180597	4/28/2022		105957	MUNIQUEP, LLC	ASTD PUMP PARTS	\$4,202.58	\$4,202.58
180507	4/21/2022		17940844	AT&T	SERV: 02/20/22 - 03/19/22	\$3,600.95	\$3,854.55
	4/21/2022		17940842		SERV: 02/20/22 - 03/19/22	\$22.56	
	4/21/2022		17940866		SERV: 02/20/22 - 03/19/22	\$231.04	
180548	4/21/2022	170	101723	PRIME MECHANICAL SERVICE INC	QUARTERLY MAINTENANCE - MARCH 22	\$1,040.00	\$3,680.00
	4/21/2022	170	101726		MONTHLY MAINTENANCE - MAR 22	\$945.00	
	4/21/2022	122	101715		QUARTERLY MAINTENANCE - MAR 22	\$1,695.00	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180608	4/28/2022		2080060001	SAN LEANDRO ELECTRIC SUPPLY	ASTD ELECTRICAL SUPPLIES	\$2,951.01	\$3,386.50
	4/28/2022		2080812003		ASTD ELECTRICAL SUPPLIES	\$435.49	
180588	4/28/2022	170	96479079	H & E EQUIPMENT SERVICES INC	EQUIPMENT RENTAL 03/23/2022 - 04/22/22	\$3,346.30	\$3,346.30
180569	4/28/2022	130	16259565	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-DZOAN.T , WK END 04/02/22	\$1,657.04	\$3,335.60
	4/28/2022	130	16254774		TEMP LABOR-DZOAN.T , WK END 03/26/22	\$1,678.56	
180513	4/21/2022	173	172072	CDW GOVERNMENT LLC	1 PROJECTOR	\$3,287.01	\$3,287.01
180555	4/21/2022	132	48776	SLOAN SAKAI YEUNG & WONG LLP	SPECIAL COUNSEL SERVICES	\$3,128.00	\$3,128.00
180546	4/21/2022	173	5826	PIPELOGIX INC	ANNUAL SOFTWARE SUPPORT	\$3,000.00	\$3,000.00

UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180527	4/21/2022	111	9245167797	GRAINGER INC	ASTD PARTS & MATERIALS	\$108.62	\$2,762.55
	4/21/2022	111	9245908588		ASTD PARTS & MATERIALS	\$20.47	
	4/21/2022	111	9248475833		ASTD PARTS & MATERIALS	\$67.69	
	4/21/2022	111	9243914018		1 PADLOCK	\$7.27	
	4/21/2022	122	9244944683		ASTD PARTS & MATERIALS	\$126.87	
	4/21/2022	122	9245167813		4 SAW BLADES	\$177.07	
	4/21/2022	122	9244944691		ASTD PARTS & MATERIALS	\$272.51	
	4/21/2022	111	9247093777		ASTD PARTS & MATERIALS	\$23.05	
	4/21/2022	111	9245559290		ASTD PARTS & MATERIALS	\$186.15	
	4/21/2022	120	9243377307		ASTD PARTS & MATERIALS	\$311.48	
	4/21/2022		9245167805		ASTD PARTS & MATERIALS	\$922.86	
	4/21/2022	170	9248475825		ASTD PARTS & MATERIALS	\$538.51	
180538	4/21/2022	113	2202268	MCCAMPBELL ANALYTICAL	LAB SAMPLE ANALYSIS	\$329.00	\$2,665.00
	4/21/2022	113	2203E35		LAB SAMPLE ANALYSIS	\$642.00	
	4/21/2022	113	2203C28		LAB SAMPLE ANALYSIS	\$1,052.00	
	4/21/2022	113	2203E34		LAB SAMPLE ANALYSIS	\$642.00	
180603	4/28/2022	171	28615	RAMOS OIL COMPANY INC	275 GALS COOLANT	\$2,617.43	\$2,617.43
180565	4/21/2022	143	5186	WORKSMART AUTOMATION INC	CALCIUM THIOSULFATE CHEMICAL TANK	\$155.00	\$2,558.00
	4/21/2022	143	5187		AERATION BLOWER 11 (HIGH SPEED)	\$2,403.00	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180607	4/28/2022	110	22040614	S&S TRUCKING	GRIT HAULING 03/28/2022	\$1,463.84	\$2,555.23
	4/28/2022	110	22040615		GRIT HAULING 04/01/2022	\$1,091.39	
180523	4/21/2022	170	248701	FRANK A OLSEN COMPANY	1 MOTHER BOARD	\$2,497.81	\$2,497.81
180552	4/21/2022	110	22032916	S&S TRUCKING	GRIT HAULING 03/14 & 03/24/2022	\$2,180.93	\$2,450.93
	4/21/2022	110	22032917		GRIT HAULING 03/26/2022	\$270.00	
180601	4/28/2022	170	013720220411	PACIFIC GAS AND ELECTRIC	SERV TO 04/04/22 BOYCE RD PS	\$2,411.26	\$2,411.26
180587	4/28/2022	170	9251698636	GRAINGER INC	ASTD PARTS & MATERIALS	\$79.57	\$2,259.17
	4/28/2022	111	9253224852		ASTD PARTS & MATERIALS	\$37.02	
	4/28/2022	170	9255643109		ASTD PARTS & MATERIALS	\$546.13	
	4/28/2022		9252742102		ASTD PARTS & MATERIALS	\$1,574.63	
	4/28/2022	111	9256126971		ASTD PARTS & MATERIALS	\$21.82	
180564	4/21/2022		49394	WECO INDUSTRIES LLC	CAMERA PARTS	\$2,126.34	\$2,126.34
180568	4/28/2022	120	15725	AMERICAN DISCOUNT SECURITY	03/01/22 - 03/31/22 GUARD AT DISTRICT	\$2,052.75	\$2,052.75
180516	4/21/2022		143894794	COLORADO WASHINGTON INC COMCAST OF	FIBER INTERNET BACKUP - APR 2022	\$2,010.71	\$2,010.71
180579	4/28/2022	144	3566037	DAILY JOURNAL CORPORATION	AD: PUBLIC NOTICE	\$179.40	\$1,764.36
	4/28/2022	143	3566263		CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$1,584.96	
180505	4/21/2022	130	16244876	APPLEONE EMPLOYMENT SVCS	TEMP LABOR-DZOAN.T , WK END 03/19/22	\$1,506.28	\$1,506.28
180544	4/21/2022	173	202203316	AYHAN OZCAN	UPDATING VISUAL STUDIO	\$1,500.00	\$1,500.00
180598	4/28/2022	120	20220421	SHAWN NESGIS	EXP REIMB: CWEA CONF LODGING/PER DIEM	\$1,370.64	\$1,370.64

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180558	4/21/2022	170	418748248	TERMINIX COMMERCIAL	PEST CONTROL	\$140.00	\$1,253.00
	4/21/2022	170	418748249		MAR PEST CONTROL	\$1,113.00	
180594	4/28/2022	173	24987	LOOKINGPOINT INC	ANNUAL LOOKINGPOINT SUPPORT AGREEMENT	\$1,225.00	\$1,225.00
180545	4/21/2022	170	898220220407	PACIFIC GAS AND ELECTRIC	SERV TO 03/30/2022 FREMONT PS	\$264.44	\$1,201.33
	4/21/2022	170	096020220407		SERV TO 03/30/22 CATHODIC PROJECT	\$40.44	
	4/21/2022	170	666720220425		SERV TO 03/30/22 PASEO PADRE PS	\$453.97	
	4/21/2022	110	892820220407		SERV TO 03/30/2022 HAYWARD MARSH	\$58.50	
	4/21/2022	170	380420220407		SERV TO 03/30/22 CHERRY ST PS	\$383.98	
180584	4/28/2022	136	27141	FIELDMAN ROLAPP & ASSOCIATES	FINANCIAL ADVISORY SERVICES	\$1,110.50	\$1,110.50
180595	4/28/2022		5327670	MALLORY SAFETY AND SUPPLY LLC	ASTD CAL GAS	\$882.00	\$1,100.62
	4/28/2022		5327195		60 PR GLOVES	\$218.62	
180542	4/21/2022	114	2262087	MOBILE MODULAR MANAGEMENT CORP	ETSU TEMPORARY OFFICE SPACE	\$1,080.81	\$1,080.81
180571	4/28/2022	136	2522461708	BANK OF NEW YORK	MAR 2022 SERVICE FEES	\$991.98	\$991.98
180501	4/21/2022	170	9987659922	AIRGAS NCN	CYLINDER RENTAL	\$979.79	\$979.79
180596	4/28/2022		76393393	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$305.91	\$939.73
	4/28/2022	170	75476223		ASTD PARTS & MATERIALS	\$334.92	
	4/28/2022	170	76747971		ASTD PARTS & MATERIALS	\$143.21	
	4/28/2022	122	75622377		ASTD PARTS & MATERIALS	\$155.69	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180522	4/21/2022	170	905313021	EVOQUA WATER TECHNOLOGIES	DI WATER SYSTEM	\$469.77	\$874.27
	4/21/2022	170	905318224		DI WATER SYSTEM	\$404.50	
180533	4/21/2022	170	764199	KAMAN INDUSTRIAL TECHNOLOGIES	2 GEARBOX REBUILDS	\$872.12	\$872.12
180610	4/28/2022		36210	THE CONSTRUCTION ZONE LLC	3 TRAFFIC SIGNS	\$865.79	\$865.79
180532	4/21/2022	141	GLLS518	IRON MOUNTAIN	OFF-SITE STORAGE AND SERVICE - APR 22	\$862.07	\$862.07
180520	4/21/2022	114	3566374	DAILY JOURNAL CORPORATION	AD: CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$250.62	\$851.87
	4/21/2022	114	3566264		AD: CAMPUS BUILDINGS (ADMIN, FMC, OPS)	\$542.50	
	4/21/2022	144	3566038		AD: PUBLIC NOTICE	\$58.75	
180585	4/28/2022	113	1607732	FISHER SCIENTIFIC	LAB SUPPLIES	\$830.63	\$830.63
180570	4/28/2022		2591009334	ARAMARK	UNIFORM LAUNDERING & RUGS	\$403.72	\$771.76
	4/28/2022		2591009356		UNIFORM LAUNDERING SERVICE	\$368.04	
180605	4/28/2022	170	312337	ROCHESTER MIDLAND CORPORATION	HOT WATER LOOP SERVICE	\$721.48	\$721.48
180577	4/28/2022	132	220514687	CLAREMONT BEHAVIORAL SERVICES	MAY 2022 EAP PREMIUMS	\$648.60	\$648.60
180606	4/28/2022	120	20220421	JOSE RODRIGUES JR	EXP REIMB: WELCOME BACK BBQ	\$626.30	\$626.30
180540	4/21/2022	170	220459	METROMOBILE COMMUNICATIONS INC	RADIO SERVICE - APR 2022	\$599.08	\$599.08
180518	4/21/2022	132	74850267	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL	\$266.00	\$582.00
	4/21/2022	132	74851171		1 NEW HIRE PHYSICAL	\$316.00	
180550	4/21/2022	120	02D0036018380	NESTLE WATERS NO. AMERICA READYREFR	WATER SERVICE 03/07/22 - 04/06/22	\$568.13	\$568.13

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180563	4/21/2022	113	8808003184	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$23.48	\$561.77
	4/21/2022	113	8808064372		LAB SUPPLIES	\$11.18	
	4/21/2022	113	8808053878		LAB SUPPLIES	\$527.11	
180567	4/28/2022		44001	ALLIED FLUID PRODUCTS CORP	ASTD PARTS & MATERIALS	\$555.99	\$555.99
180574	4/28/2022		27133	KIRSTEN BRICE	REFUND #45508	\$500.00	\$500.00
180557	4/21/2022		304099	STARLINE SUPPLY COMPANY	8 CS COMPOSTABLE UTENSILS	\$484.56	\$484.56
180589	4/28/2022		12968830	HACH COMPANY	LABORATORY SUPPLIES	\$303.33	\$448.48
	4/28/2022		12971771		LABORATORY SUPPLIES	\$145.15	
180593	4/28/2022	170	770579	KAMAN INDUSTRIAL TECHNOLOGIES	ASTD PARTS & MATERIALS	\$444.61	\$444.61
180512	4/21/2022	170	21934039	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$429.92	\$429.92
180578	4/28/2022	132	74921550	CONCENTRA MEDICAL CENTERS	1 NEW HIRE PHYSICAL & 1 LAB TEST	\$231.00	\$427.00
	4/28/2022	132	74269671		2 DOT PHYSICALS	\$196.00	
180566	4/28/2022	114	21907557	ABC IMAGING, INC	MP - AERATION BASIN MODIFICATIONS	\$401.47	\$401.47
180515	4/21/2022	150	94896	CITYLEAF INC	PLANT MAINTENANCE - APR 2022	\$361.65	\$361.65
180517	4/21/2022	170	20220931	COMPACTOR MANAGEMENT COMPANY	HEADWORKS RAG COMPACTOR MAINTENANCE	\$350.00	\$350.00
180506	4/21/2022		2591006049	ARAMARK	UNIFORM LAUNDERING & RUGS	\$338.32	\$342.02
	4/21/2022		259000005		CREDIT: UNIFORM LAUNDERING SERVICE	\$-417.72	
	4/21/2022		2591006074		UNIFORM LAUNDERING SERVICE	\$362.36	
	4/21/2022		2591006032		ASTD DUST MOPS, WET MOPS & TERRY	\$59.06	

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180529	4/21/2022		3R2966	HARRINGTON INDUSTRIAL PLASTICS	ASTD PVC PARTS & MATERIALS	\$321.32	\$321.32
180600	4/28/2022	132	2202489	OPTIMUM TECHNOLOGIES LLC	AT HOME EMPLOYEE PORTAL	\$304.00	\$304.00
180539	4/21/2022	170	76392682	MCMASTER SUPPLY INC	ASTD PARTS & MATERIALS	\$39.53	\$269.23
	4/21/2022	171	76282869		ASTD PARTS & MATERIALS	\$167.73	
	4/21/2022	170	76282415		ASTD PARTS & MATERIALS	\$61.97	
180591	4/28/2022	130	9719116	HF&H CONSULTANTS, LLC	SEWER RATE MODELING	\$260.00	\$260.00
180575	4/28/2022	170	21933738	CARBOLINE COMPANY	PAINT & RELATED PAINT SUPPLIES	\$252.73	\$252.73
180525	4/21/2022	173	20220419	MICHAEL GILL	EXP REIMB: DUO MFA 01/23/22 - 02/23/22	\$240.00	\$240.00
180541	4/21/2022	120	1063160	MISSION COMMUNICATIONS LLC	ANNUAL MANHOLE MONITOR SERVICE PACKAGE RNWL	\$233.40	\$233.40
180611	4/28/2022		26184751	TRI DIM FILTER CORPORATION	50 FILTERS	\$121.61	\$226.94
	4/28/2022		26180931		20 FILTERS	\$105.33	
180526	4/21/2022	144	4089206303	GLACIER ICE COMPANY INC	102 7-LB BAGS OF ICE	\$216.84	\$216.84
180508	4/21/2022	123	25412900	BECK'S SHOES	SAFETY SHOES: A. DEJESUS	\$208.00	\$208.00
180590	4/28/2022	113	20220425	ALEXANDRO HERNANDEZ	EXP REIMB: SAFETY SHOES	\$193.81	\$193.81
180519	4/21/2022		2450025000	CUSIP GLOBAL SERVICES	WIFIA FEES	\$193.00	\$193.00
180536	4/21/2022		5321400	MALLORY SAFETY AND SUPPLY LLC	48 PR GLOVES	\$182.58	\$182.58
180528	4/21/2022	110	20220420	TIMOTHY GRILLO	EXP REIMB: PE LICENSE RENEWAL	\$180.00	\$180.00
180514	4/21/2022	141	1902929961	CINTAS CORPORATION	2 JACKETS FOR PAMBUAN	\$176.75	\$176.75
180556	4/21/2022	141	20220331	SPOK INC	APR 2022 PAGER SERVICE	\$162.47	\$162.47

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
180537	4/21/2022	170	771038998	MATHESON TRI-GAS INC	MONTHLY CYLINDER RENTAL - MAR 2022	\$153.52	\$153.52
180592	4/28/2022	122	604693402	HILLYARD/SAN FRANCISCO	ASTD JANITORIAL SUPPLIES	\$121.69	\$121.69
180604	4/28/2022		117544	REMOTE SATELLITE SYSTEMS INT'L	IRIDIUM SVC FEE MAY 2022	\$112.00	\$112.00
180615	4/28/2022	113	8808135424	VWR INTERNATIONAL LLC	LAB SUPPLIES	\$73.12	\$105.65
	4/28/2022	113	8808126416		LAB SUPPLIES	\$32.53	
180553	4/21/2022		30466	SC SERVICES, LLC	REFUND # 45487	\$87.55	\$87.55
180554	4/21/2022	170	2203295S	SGS NORTH AMERICA INC	4 ANALYSIS	\$80.00	\$80.00
180502	4/21/2022	170	4047286120220405	ALAMEDA COUNTY WATER DISTRICT	SERV TO: 04/01/22 - PASEO PADRE	\$62.90	\$62.90
180583	4/28/2022	110	20220426	MOHAMMAD FARSAI	EXP REIMB: PROPANE TANKS	\$58.50	\$58.50
180613	4/28/2022	136	98XW53142	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 04/02/22	\$58.28	\$58.28
180572	4/28/2022	120	16968150C	BLAISDELL'S	CREDIT: ASTD OFFICE SUPPLIES	\$-476.10	\$55.64
	4/28/2022	113	17018490		ASTD OFFICE SUPPLIES	\$493.02	
	4/28/2022	144	17002190		ASTD OFFICE SUPPLIES	\$38.72	
180551	4/21/2022	120	20220418	JESSICA RODRIGUEZ	EXP REIMB: CREW ROOM FRAME	\$36.37	\$53.86
	4/21/2022	120	20220418.1		EXP REIMB: CS LEAD MEETING SNACKS	\$17.49	
180612	4/28/2022	141	433162	ULTRAEX LLC	COURIER SVCS: 1 BOARDMEMBER DELIVERY - 03/23/22	\$50.26	\$50.26
180521	4/21/2022	132	20220418	ALICIA DUTROW	REIMB LIVESCAN PRE-EMPLOYMENT	\$35.00	\$47.20
	4/21/2022	144	20220418.1		EXP REIMB: SAFETY SHOES	\$12.20	
180559	4/21/2022	136	98XW53132	UPS - UNITED PARCEL SERVICE	SHIPPING CHARGES W/E 03/26/22	\$38.15	\$38.15

**UNION SANITARY DISTRICT
CHECK REGISTER
04/16/2022-04/29/2022**

Check No.	Date	Dept	Invoice No.	Vendor	Description	Invoice Amt	Check Am
Invoices:				Checks:			
Credit Memos :			2	-893.82			
\$0 - \$1,000 :			116	34,897.69	\$0 - \$1,000 :	58	22,599.34
\$1,000 - \$10,000 :			61	198,554.80	\$1,000 - \$10,000 :	42	138,406.96
\$10,000 - \$100,000 :			15	423,623.61	\$10,000 - \$100,000 :	19	495,175.98
Over \$100,000 :			0		Over \$100,000 :		
Total:			194	656,182.28	Total:	119	656,182.28