VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150 ▪ VENTURA, CA 93003-0704
A Public Waste Management Agency

June 16, 2022

Board of Directors
Ventura Regional Sanitation District
Ventura, California

CONSIDERATION AND APPROVAL OF AMENDMENT TO VRSD CONTRACT NO. 17-032-01 WITH THE VENTURA COUNTY REGIONAL ENERGY ALLIANCE FOR WASTEWATER FACILITIES MAINTENANCE

RECOMMENDED ACTIONS

Approve, and Authorize the Board Chairperson to sign, VRSD Contract No. 17-032-01 with Ventura County Regional Energy Alliance (VCREA) for Accounting and Administrative Support Services in an amount not to exceed $8,278.

FISCAL IMPACT

The anticipated annual revenues for this contract will cover all costs reasonably related to the provision of these services. The rates charged are based on the Board approved labor rates, which include standard VRSD overhead costs. These revenues and expenses will be included in the proposed FY2022-23 budget.

BACKGROUND/ANALYSIS

VRSD has been providing accounting and administrative services for VCREA since 2005. VCREA has expressed a desire to continue having VRSD provide these services for another five-year period, beginning July 1, 2022 through June 30, 2027. All terms of the original agreement remain the same with the exception of language included in the new agreement directing VRSD to manage VCREA records in accordance with VRSD's Records Management Policy and Records Retention Schedule.

Contract No. 17-032-01 is scheduled to be presented for approval to the VCREA Board at its next meeting, currently scheduled for August 2022.

This letter has been reviewed by Legal Counsel as to form.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4646 or email at TinaRivera@vrsd.com.

ALVERTINA RIVERA, DIRECTOR OF FINANCE

APPROVED FOR FISCAL IMPACT: Alvertina Rivera
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA: _____
Chris Theisen, General Manager

Attachments:
1. Agreement No. 17-032
2. Amendment No. 17-032-01

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 17-032

RECEIVED
2017 NOV 17 AM 11:21
VENTURA REGIONAL
SANITATION DISTRICT

AGREEMENT FOR
ADMINISTRATIVE SUPPORT SERVICES
BETWEEN
VENTURA COUNTY REGIONAL ENERGY ALLIANCE
AND
VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 7th day of December 2017, by and between VENTURA COUNTY REGIONAL ENERGY ALLIANCE, a Joint Powers Authority ("VCREA") and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT"). Together, VCREA and DISTRICT shall be referred to herein as Parties.

RECITALS

A. VCREA desires to enter into an AGREEMENT with DISTRICT for administrative support services as requested by VCREA (collectively "Services"); and

B. DISTRICT has the authority, pursuant to Health & Safety Code Section 4700 et. seq. and Public Contract Code §20782, and capability to provide the requested Services to VCREA and is willing to perform such Services for VCREA.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth, the parties agree as follows:

AGREEMENT

ARTICLE 1: RETENTION OF DISTRICT

1.1 DISTRICT shall provide support Services to VCREA on the conditions hereinafter set forth. The Executive Director of VCREA shall administer this AGREEMENT for VCREA. It is expressly understood that the relationship between VCREA and DISTRICT is that of an independent contractor and DISTRICT is not, and shall not be deemed, an employee of VCREA.

1.2 DISTRICT shall assign a staff coordinator or liaison satisfactory to VCREA to work directly with VCREA's Executive Director or assigned staff in connection with DISTRICT's Services to be performed under this AGREEMENT. Such assignment shall be made by written notice to VCREA.

1.3 DISTRICT accepts the relationship of trust and confidence established between DISTRICT and VCREA by this AGREEMENT. DISTRICT agrees to furnish efficient general administrative support services and to use its best efforts to perform the work in the most expeditious and economical manner consistent with the public interest and applicable regulations.

1.4 The parties acknowledge that VCREA retains exclusive authority and budgetary discretion relating to the funding of VCREA's activities.

ARTICLE 2: SCOPE OF SERVICES

The Scope of Services to be provided by DISTRICT is described in the Statement of Work and Rate Sheet, attached hereto as Exhibit "1" and incorporated herein by reference.

ARTICLE 3: AGREEMENT EFFECTIVE DATE AND TERMINATION

3.1 Effective Date

This AGREEMENT shall commence on the date set forth above, and shall expire on June 30, 2022, unless extended by mutual agreement of the parties or terminated as hereinafter provided.

3.2 Termination by VCERA

This AGREEMENT may be terminated by VCREA at any time with or without cause by giving DISTRICT three (3) months' prior written notice. Such termination shall be effective three months following receipt by DISTRICT of the written notice of termination. In the event of termination, DISTRICT shall be paid DISTRICT's expenses equal to the services actually provided to the effective date of termination.

VCREA may terminate this AGREEMENT in the event it fails to secure funding adequate to continue its operations. In that case, it shall give VRSD sixty (60) days' prior written notice of termination duly executed by VCREA. DISTRICT shall be entitled to amounts actually earned as of the date of the termination, as well as those necessary to properly close those VCREA accounts and records maintained by DISTRICT.

VCREA may terminate this AGREEMENT in the event of a material default by DISTRICT in any of DISTRICT'S obligations hereunder. For purposes of this AGREEMENT, a material default shall be defined as DISTRICT's failure to perform any of the obligations contained in Article 2 herein. Such termination by VCREA shall be effective only if the default remains uncured upon the expiration of sixty (60) days after DISTRICT's receipt of written notice from VCREA specifying the default. Termination of this AGREEMENT because of a material default of DISTRICT shall not relieve DISTRICT from liability for such default. In case of termination of this AGREEMENT by VCREA for material default of DISTRICT, DISTRICT shall be entitled to amounts actually earned as of the date of the default.

3.3 Termination By DISTRICT

This AGREEMENT may be terminated by DISTRICT at any time with or without cause by giving VCREA three (3) months' prior written notice. Such termination shall be effective three months following receipt by VCREA of the written notice of termination. In such event, DISTRICT shall be paid for services provided to the effective date of the termination.

DISTRICT may terminate this AGREEMENT in the event of a material default by VCREA in any of VCREA's obligations hereunder. For purposes of this AGREEMENT, a material default shall be defined as VCREA's failure to perform any of the obligations contained in ARTICLE 5. Such termination by DISTRICT shall be effective only if the default remains uncured upon the expiration of sixty (60) days after VCREA's receipt of written notice from DISTRICT specifying the default. Termination of this AGREEMENT because of a material default of VCREA shall not relieve VCREA from liability for such default.

In the event of DISTRICT serving written notice of termination and in the event VCREA does not cure said default, DISTRICT shall, in addition to continuing the usual contract services specified herein and upon written request by VCREA, assist VCREA in planning and carrying out a transition plan for implementation of replacement services. Said transition plan might consist of, but not be limited to: preparing, circulating, receiving, evaluating and implementing one or more Request(s) for Proposal for services to replace the contract services being terminated by DISTRICT. In the event of termination, DISTRICT shall be paid for all services provided to the effective date of the termination.

ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES

4.1 Operational Costs

VCREA shall pay to DISTRICT the entire cost to DISTRICT of performing the services within the limitations of an annual budget total approved by both agencies. VCREA s hall be billed only for costs incurred. VCREA shall not be billed for costs exceeding the total budgeted amount and DISTRICT shall not be obligated to perform work that would exceed the total budgeted amount without amendment of the jointly adopted budget specified in VCREA's approved budget. A budget shall be adopted by both agencies following annual review and consultation and each succeeding budget total shall become a part of this agreement. For the purpose of this AGREEMENT, the entire cost to VCREA shall include:

(a) For personnel services, the DISTRICT billing rate associated with the classification of each individual performing services, as shown in the jointly adopted budget and the associated hourly rate schedule in Exhibit 1.

(b) For services and supplies, the actual cost of the materials and services purchased, to which 15% overhead has been applied and included in the jointly adopted budget. The overhead amount may be reviewed and adjusted for each successive fiscal year (7/1-6/30) this AGREEMENT is in effect. DISTRICT shall, pursuant to its own procedures, practices, and regulations, arrange for the purchase of and payment for all service and supply items.

4.2 Compensation for Services

(a) On or before the tenth (10th) working day following the end of any month for which payments are required to be made under this AGREEMENT ("Billing Period"), DISTRICT shall mail to VCREA a bill setting forth the fees for such prior month based on approved work and materials. Payment is due thirty (30) days after the invoice date, VCREA shall present payment to DISTRICT for the full amount of such fees.

(b) If VCREA disputes any amount billed by DISTRICT in any billing statement, VCREA shall nonetheless pay the undisputed amount and shall mail to DISTRICT detailed written objection within twenty (20) days of the receipt of such billing statement indicating the amount that is being disputed and providing all reasons then known to VCREA for its objection to or disagreement with such amount. If VCREA and DISTRICT are not able to resolve such dispute within twenty (20) working days after VCREA's objection, either party may pursue legal remedies.

(c) If payment in full of any bill rendered by DISTRICT is not made as required, the unpaid balance shall bear an additional interest charge of one and one-half percent (1.5%) per month until full payment is made. DISTRICT shall also be entitled to recover its reasonable expenses, including attorney's fees, incurred in obtaining payment of any unpaid balance hereunder. VCREA may, at its option, pay all or any portion of a bill under written protest and bring action to recover same.

4.3 Existing Fixed Assets

All existing VCREA fixed assets, rolling stock, inventory and supplies are to remain the property of VCREA. DISTRICT is acting solely as an agent on behalf of VCREA in its acquisition, use, and disposition of such items. DISTRICT shall not enter into contracts for acquisition or disposal of VCREA fixed assets without prior approval of VCREA.

4.4 Records

DISTRICT shall maintain all accounting in conformance with generally accepted accounting principles and all applicable laws and regulations.

4.5 Examination of Records

DISTRICT agrees that VCREA shall have, during normal business hours, access to and the right to examine any directly pertinent books, documents, papers, and records of DISTRICT and of all the transactions relating to this AGREEMENT.

ARTICLE 5: VCREA'S RESPONSIBILITY

5.1 VCREA shall provide DISTRICT, without charge, all information available to VCREA and assistance in regard to performing the Services covered under this AGREEMENT.

5.2 VCREA does not assume and shall not be liable for the direct payment of any salary, wages, or other compensation to any DISTRICT personnel performing services hereunder or any liability other than that provided for in this AGREEMENT.

5.3 Except as herein otherwise specified, VCREA shall not be liable for compensation for indemnity to any DISTRICT employee for injury or sickness arising out of his or her employment.

ARTICLE 6: INSURANCE

6.1 DISTRICT, at its sole discretion, shall determine the method to be used in the management of its risk. DISTRICT shall have the right to self-insure or provide coverage through the California Sanitation Risk Management Authority or provide certificates of insurance to VCREA in amounts not less than those specified below:

a. Workers' Compensation and Employer's Liability in accordance with applicable laws.

b. General and Automobile Liability with combined single limit of $5,000,000 for bodily injury, death or property damage.

6.2 DISTRICT may retain risks of accidental loss which occur with predictable frequency and will not have serious adverse effect on DISTRICT's fiscal position. When insurance is purchased, Certificates of Insurance evidencing coverage shall be provided by DISTRICT prior to commencement of work under this AGREEMENT. These certificates shall name VCREA as Additional Insured and contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to VCREA.

6.3 DISTRICT shall not be responsible for damage or loss by any peril to facilities and equipment owned by VCREA other than as provided in Article 7.1.

ARTICLE 7: HOLD HARMLESS

7.1 Notwithstanding anything herein to the contrary, DISTRICT shall indemnify, defend, and hold VCREA free and harmless from any fines levied by a third party and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of VCREA and damage to or destruction of property including, but not limited to, property of VCREA; provided said fines, claims, demands, liability or loss arise out of the performance by DISTRICT of the Services required hereunder and are caused by a negligent act or failure to act of DISTRICT.

7.2 Notwithstanding anything herein to the contrary, VCREA shall indemnify, defend, and hold DISTRICT free and harmless from any fines levied by a third party and all claims, demands, liabilities, loss or injury to, or death of, any person, including, but not limited to, employees of DISTRICT and damage to or destruction of property including, but not limited to, property of DISTRICT; provided said fines, claims,

demands, liability or loss are caused by a negligent act or failure to act of VCREA. In this regard, VCREA acknowledges the provisions of Article 1.4 and agrees to indemnify, defend and hold DISTRICT harmless from fines, claims, demands, liability or loss arising from VCREA's failure to take action.

ARTICLE 8: TERMS

No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties. No oral understanding or AGREEMENT not incorporated herein shall be binding on any of the parties hereto.

ARTICLE 9: ASSIGNMENT

Neither party shall assign nor transfer its interest in this AGREEMENT without the written consent, of the other, which written consent shall not be withheld except for good and reasonable cause.

ARTICLE 10: ARTICLE HEADINGS

Article headings in this AGREEMENT are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this AGREEMENT.

ARTICLE 11: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 12: NOTICES

All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by depositing same first-class, postage paid mail addressed as follows:

To VCREA:
VCREA Executive Director
COUNTY OF VENTURA
800 S. Victoria Ave., #1940
Ventura, CA 93009

To DISTRICT:
Finance & Administration
VENTURA REGIONAL SANITATION DISTRICT
1001 Partridge Dr., Suite 150
Ventura, CA 93003-0704

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 13: NO WAIVER

No failure or delay by either party in asserting any of its rights and remedies as to any default of the other party shall operate as a waiver of the default, of any subsequent or other default, or any of either party's rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this AGREEMENT or the performance of this AGREEMENT.

ARTICLE 14: CALIFORNIA LAW

This AGREEMENT shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that venue for any litigation arising from this AGREEMENT shall be County of Ventura Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

VENTURA REGIONAL SANITATION DISTRICT

By _____
WILLIAM WEIRICK
Chairman of the Board

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

By _____
SUE HUGHES
Executive Director

ATTEST:
By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

EXHIBIT 1

Statement of Work

DISTRICT will provide routine accounting, billing, banking, and financial reporting services, and arrange for an independent auditor to perform an annual audit of VCREA's books. While all records will be specific to VCREA, the services will be integrated with and performed in the same manner as similar ones the DISTRICT provides for itself and other contract agencies.

DISTRCT may perform other services requested in writing by VCREA, provided the services are reasonably related to the purpose of this AGREEMENT. If there are not adequate funds to pay for the work within limitations of the annual budget total previously approved by the Parties, said written request will include a corresponding budget adjustment.

VENTURA REGIONAL SANITATION DISTRICT
HOURLY RATES
JULY 1, 2017 THROUGH JUNE 30, 2018

POSITION	HOURLY REGULAR	HOURLY OVERTIME
Office Assistant	$57	$86
Administrative Assistant	$57	$86
Fiscal Assistant	$68	$103
Management Analyst	$99	$148
Accountant	$99	$148
Senior Accountant	$99	$148
Senior Management Analyst	$99	$148
Director of Finance	$157	$236

OK K Cartanach

ok Sue Hughes 11/21/17

VENTURA REGIONAL SANITATION DISTRICT
CONTRACT NO. 17-032-1

AMENDMENT NO. 1 TO CONTRACT NO. 17-032
AGREEMENT FOR
ADMINISTRATIVE SUPPORT SERVICES
BETWEEN
VENTURA COUNTY REGIONAL ENERGY ALLIANCE
AND
VENTURA REGIONAL SANITATION DISTRICT

THIS AGREEMENT is made and entered into this 16 day of June 2022, by and between VENTURA COUNTY REGIONAL ENERGY ALLIANCE, a Joint Powers Authority ("VCREA") and the VENTURA REGIONAL SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("DISTRICT"). Together, VCREA and DISTRICT shall be referred to herein as Parties.

RECITALS

A. On December 7, 2017, VCREA and DISTRICT entered into VRSD Contract No. 17-032, Agreement for administrative support services as requested by VCREA (collectively "Services"); wherein DISTRICT agreed to provide such Services for VCREA; and

B. VCREA and DISTRICT acknowledge and agree that both Parties desire to renew the AGREEMENT for an additional five years, and that this can be accomplished by amending the AGREEMENT (Contract 17-032) accordingly.

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, based upon valuable consideration below and the recitals above, it is mutually agreed by and between the Parties, in accordance with Article 8: TERMS of the Agreement governing the amendment of the AGREEMENT, as follows:

1. The following language shall replace the original provisions of Section 3.1 of ARTICLE 3: AGREEMENT EFFECTIVE DATE AND TERMINATION:

"3.1 Effective Date
This AGREEMENT shall commence on July 1, 2022 and shall expire on June 30, 2027, unless extended in writing by mutual agreement of the Parties or terminated as hereinafter provided."

2. The following language shall replace the original provisions of Section 4.1(a) of ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES:

"4.1 Operational Costs
(a) For personnel services (for FY 2022-2023), the DISTRICT billing rate associated with the classification of each individual performing services, as shown in Exhibit "B" Hourly Rates, attached and incorporated herein by reference. The Hourly Rates will automatically be adjusted in accordance with Article 4.6 each year, thereafter."

3. The following language shall replace the original provisions of Section 4.4 of ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES:

"4.4 Records

DISTRICT shall maintain all accounting in conformance with generally accepted accounting principles and all applicable laws and regulations. Further, VCREA authorizes DISTRICT to retain VCREA's records in accordance with the DISTRICT's Records Management Policy and Records Retention Schedule, attached to this Amendment as Exhibit C and incorporated herein by this reference."

4. The following language shall be added to the original provisions of ARTICLE 4: OPERATIONAL COSTS AND COMPENSATION FOR SERVICES:

"4.6 Rates

Rates shown in Exhibit B shall be adjusted annually for inflation, in line with DISTRICT's fiscal year (July through June), in accordance with the U.S. Bureau of Labor Statistics' Consumer Price Index (CPI). The minimum and maximum allowable increase per year will be zero (0%) and five percent (5%), respectively. CPI shall be defined as the index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, not seasonally adjusted, all items index, annual average. Either CLIENT or DISTRICT may request an extraordinary rate adjustment if circumstances warrant, but no modification, alteration or variation of the terms and conditions of this Agreement shall be made or become valid unless the extraordinary rate adjustment is in writing and mutually agreed to by the Parties.

5. **Integrated Contract.** A copy of the original Agreement (VRSD Contract No. 17-032 with exhibits) is attached to this Amendment as Exhibit 1 and incorporated herein by this reference, which Agreement shall, except as expressly modified herein, remain unchanged and shall be in full force and effect.

--THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK --

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

VENTURA REGIONAL SANITATION DISTRICT

By _____
LAURA HERNANDEZ
Chairperson of the Board

VENTURA COUNTY REGIONAL ENERGY ALLIANCE

By _____
SUE HUGHES
Executive Director

ATTEST:
By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM:

ARNOLD, LAROCHELLE, MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION:

By _____
CHRIS THEISEN
General Manager

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
PROPOSED HOURLY RATES-REVISED 12/09/21
JULY 1, 2022 THROUGH JUNE 30, 2023

			FY 2022		FY 2023	
CENTRAL ADMINISTRATION						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
CA	110	Human Resources Technician	$85	$128	$58	$87
CA	601	Fiscal Assistant	$82	$123	$56	$84
CA	605	Senior Fiscal Assistant	$82	$123	$56	$84
CA	208	Executive Assistant/Clerk of the Board	$107	$161	$74	$111
CA	112	Safety Officer	$135	NA	$96	NA
CA	607	Accountant	$130	NA	$79	NA
CA	608	Senior Accountant	$130	NA	$117	NA
CA	111	Human Resources Manager	$146	NA	$102	NA
CA	502	Director of Finance	$209	NA	$153	NA
CA	501	General Manager	$234	NA	$172	NA
OPERATIONS						
Div.	**Pos.**	**Title**	**Hourly**	**OT**	**Hourly**	**OT**
WWW	209	Office Assistant	$84	$126	$128	$192
WWW	207	Administrative Assistant	$84	$126	$128	$192
WWW	909	W/WW Helper	$82	$123	NA	NA
WWW	908	W/WW Worker	$101	$152	$142	$213
WWW	911	Electrical/Mechanical Worker	$110	$165	$154	$231
WWW	916	W/WW Operator in Training	$110	$165	$154	$231
WWW	905	W/WW Treatment Operator I	$110	$165	$154	$231
WWW	906	W/WW Treatment Operator II	$110	$165	$154	$231
WWW	910	W/WW Treatment Operator III	$110	$165	$154	$231
WWW	913	W/WW Treatment Operator IV	$110	$165	$154	$231
WWW	914	W/WW Treatment Operator V	$110	$165	$154	$231
WWW	450	Environmental Resource Analyst	$127	$191	$191	$287
WWW	901	Instrumentation Technician	$128	$192	$164	$246
WWW	915	Electrical & Instrumentation Control Supervisor	$128	NA	NA	NA
WWW	720	W/WW Operations Supervisor	$139	NA	$161	NA
WWW	723	W/WW Operations Superintendent	$156	NA	NA	NA
WWW	950	Operations Manager	$156	NA	NA	NA
SW	820	Solid Waste Equipment Operator	$110	$165	$154	$231
SW	314	Engineering Technician	$128	$192	$164	$246
SW	320	Engineer	$139	NA	$161	NA
SW	315	Senior Engineer	$139	NA	$161	NA
SW	319	Senior Engineering Technician	$139	$209	$164	$246
SW	506	Director of Operations	$166	NA	$138	NA

- EMERGENCY CALL OUTS ARE PER PERSON, PORTAL TO PORTAL (3 HOUR MINIMUM).
- OBSERVED VRSD HOLIDAYS WILL BE CHARGED AT DOUBLE TIME (3 HOUR MINIMUM).
- OVERHEAD RATES APPLIED, AS FOLLOWS:

All Other Services, Materials and Supplies 15%

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES-PROPOSED
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Air Compressor				$154.50		
Airless Sprayer Epic 660E				$54		
Bulldog Nozzle		$39				
Chlorine Residuals, Field Tests		$6				
Coatings & Linings - Hand Tools				$31		
Coatings & Linings - Power Tools (includes Hand Tools rate)				$77.25		
Compressor, Air				$154.50		
Computer, Laptop				$77.25		
Concrete Mixer				$77.25		
Confined Space Tripod/Harness System w/air blower				$77.25		
Debris Catcher				$39		
Digital Manometer		$1.55				
Epoxy Injection Machine				$479		
Fleet Vehicle Use (mileage)	$1.55					
Fuel Filtering System				$85		
Gas Analyzer (GEM)						$352
Gas Scope (meter)		$31				
Generator - 2kw				$39		
Generator - 5kw				$39		
Generator - 70kw				$154.50		
Grunfos Control Box		$23				
Laptop computer				$77.25		
Laser Alignment Equipment				$116		
Lateral Camera (use = each lateral)		$154.50				
Load Bank				$70		
Locator (or metal detector)				$39		
Manhole Rehab Equipment = $100.40/vertical foot		$100.40/vft				
Metal Detector (Locator)				$39		
Meter - Electrical Conductivity		$8				
Meter - QED Flow Cell Meter		$31				
Mule (ATV)						$433
Oil System				$62		
Peristolic Pump		$31				
pH, Field Tests		$8				
Polymixer						$201
Portable Hydrorodder				$579		
Portable Welder				$31		
Pressure Washer			$8	$62		
Pressure Washer - High Pressure/Hot Water				$85		

EXHIBIT B

VENTURA REGIONAL SANITATION DISTRICT
EQUIPMENT & SUPPLY (CONSUMABLE) RATES (continued)
JULY 1, 2022 THROUGH JUNE 30, 2023

	CHARGE					
EQUIPMENT	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Pulse Air System				$85		
Pump - 3" Pump				$62		
Pump - 4" Godwin				$154.50	$865	$3,476
Pump - 4" Trailer-Mounted Pump				$93	$519	$2,086
Pump - Dewatering Pump (Potable)				$77.25	$232	$618
Pump - Diaphragm Pump				$154.50	$865	$3,476
Pump - King Pump				$154.50	$865	$3,476
Pump - Trash Pump, 6"				$154.50	$865	$3,476
Pumper Trailer				$77.25		
Push Camera				$116		
Root Saw or Chain Scraper				$39		
Sampler - Automatic (ISCO)		$46				
Sandblaster				$70		
Spec. Small Tools & Equip (includes Gas Tech, Fluke meter, etc)				$46-$201		
Sprayer, Airless and Manhole				$155		
Sprayer, Extreme Airless				$386		
Test Bench, Water (Ford)						$386
Traffic Control Items (cones/signs)				$46		
Vactor with Chase Truck (for traffic control) *			$116	$892		
Vactor without Chase Truck *			$96	$850		
Vacuum Truck *				$487		
Vehicle - MULE (all terrain vehicle)						$433
Vehicle - Standby Truck w/crane, pump, & tank		$39				
Vehicle or Forklift				$39		
Vehicle #2148 (Assigned to TWSD)						$839
Vehicle #2149 (Assigned to TWSD)						$1,597
Vehicle #2131 (Assigned to TWSD)						$639
Video Inspection Vehicle (TV Van) *				$487		
Water line depth sounder		$3				
Water Trailer (250 Tank)				$93		
Well Control Box (pump controller-QED)		$15				

* Hourly/Daily rate does not include fuel surcharge.

	CHARGE					
SUPPLY (CONSUMABLE)	**Mile**	**Use**	**Hour**	**Day**	**Week**	**Month**
Bailers & Disposable supplies (filters)		$23				
Consumables				$5		
Float Switch		$82				
Float Weight		$15				

VENTURA REGIONAL SANITATION DISTRICT
1001 PARTRIDGE DRIVE, SUITE 150 • VENTURA, CA 93003-0704
A Public Waste Management Agency

3.3.03 Records Management Policy and Record Retention Schedule
Date Adopted: 8/84
Source: VRSD Resolution 19-08
Date Revised: 10/3/19

3.3.03 Records Management Policy and Record Retention Schedule

Policy

It is the policy of the District that District records be managed, retained, and destroyed according to this Records Management Policy and Record Retention Schedule. The Records Management Policy and Record Retention Schedule provide the District's standard protocol for the destruction and disposition of records. This policy is compliant with the record retention provisions provided in Government Code Sections 12236 and 60201 and has been adopted and authorized by the District's Board of Directors.

I. PURPOSE

The purpose of this Records Management Policy is to: provide guidelines to staff regarding the retention or destruction of records of the Ventura Regional Sanitation District ("District"); provide for how records are to be identified, categorized, maintained, safeguarded, and destroyed; ensure records can be retrieved promptly and accurately; and ensure compliance with all applicable legal and regulatory requirements.

II. DEFINITIONS

A. "***Destruction Date***" shall mean the date after which the destruction of a Record may be authorized according to the provisions of this Policy and the District Records Retention Schedule, attached to this Policy as Attachment A.

B. "***District***" shall mean the Ventura Regional Sanitation District.

C. "***District Records Retention Schedule***" shall mean the schedule, attached to this Policy as Attachment A, setting forth how long the District's various types of Records must be retained.

D. "***Permanent Record***" shall mean any Record that may not be destroyed and must be retained indefinitely.

E. "***Record***" shall mean any writing containing information relating to the conduct of the District prepared, owned, used, or retained by the District, regardless of its physical form or characteristics, as provided in Government Code § 6252(e).

F. "***Records Retention Officer***" or "***Officer***" shall mean the individual appointed by the District's General Manager to implement and carry out this Policy.

G. "***Retention Period***" shall mean the period of time for which a Record must be stored by the District pursuant to this Policy or State law.

H. "***Schedule***" shall mean the District's Records Retention Policy Schedule.

I. "***Series Code***" shall mean the sequence of digits and numerals assigned to a Record or group of Records based on their characteristics.

J. "***Storage***" shall mean the file storage area located at EDM-Camarillo, 709 Via Alondra, Camarillo, CA 93012.

K. ***"Writing"*** shall mean any handwriting, typewriting, printing, photostating, photographing, photocopying, transmitting by electronic mail or facsimile, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof, and any record thereby created, regardless of the manner in which the record has been stored, as provided in Government Code Section 6252(g).

III. GENERAL PROVISIONS

A. The District's General Manager shall designate the Officer.

B. The Officer shall be responsible for overseeing the implementation and ongoing administration of this policy. The Officer shall assist Staff in complying with the provisions of this Policy and Schedule. The Officer shall ensure staff is made aware of any updates or changes to this Policy or Schedule.

C. The Officer may, in the course of exercising their duties under this Policy, delegate certain tasks to a Designee.

D. The Schedule, as it may be amended from time to time, is attached hereto as "Attachment A" and incorporate into this Policy by reference.

E. The head of each Department shall designate one member of its Staff to periodically review the Department's current records. The designated Staff member shall review their Department's records at least once annually but not more frequently than every six months.

F. The designated Staff member shall determine if a Record is current, should be stored, or should be destroyed. Current Records shall be retained by the Department. Records that are to be Stored shall be handled according to Section 4 of this Policy. Records that are to be destroyed shall be handled according to Section 5 of this Policy.

IV. RECORD STORAGE PROCEDURES

A. Each Department shall be responsible for preparing any of its Records designated for storage in the following manner:

1. Mark Records designated for storage with their Series Code and Destruction Date.

2. Place Records designated for storage in banker file boxes; boxes shall measure 15" long 12" wide and 10" high, or current industry standard; files shall be placed upright into boxes.

3. Mark boxes containing Records designated for storage with the Series Codes and Destruction Dates of Records contained therein; Destruction Dates shall be marked in green; permanent Records shall be marked in red.

4. Request Officer to designate a location where the Records are to be stored prior to being transferred to Storage.

B. Records that are not currently in use shall be stored in Storage. With the permission of the Officer, Records may be stored at the District's various satellite locations (e.g. Toland, Bailard) where doing so furthers operational efficiency.

C. All records stored in Storage shall be contained in banker file boxes or file cabinet drawers with their labeling clearly visible at all times.

D. Each Department shall keep and regularly maintain a detailed inventory of Records stored in Storage. This inventory shall include the Series Code, Destruction Date, and location of the Record within Storage.

V. RECORD DESTRUCTION PROCEDURES

A. The District may destroy any original version of a Record without retaining a copy as long as the retention and destruction of the Record complies with this Policy and the Schedule, except where the retention of a Record is expressly required by State law. *Gov. Code* § 60201.

B. The District may destroy, at any time, rough drafts, notes, working papers (except for audits) that are not retained by the District in the ordinary course of business, including temporary or transitory documents used only for controlling the flow of work (e.g. "Post-it" notes) because such documents are not Records.

C. The District shall not destroy any of the following records:

1. Records relating to the formation, change of organization, or reorganization of the District;

2. Ordinances, Resolutions and District Meeting Minutes;

3. Records relating to any pending claim or litigation or any settlement or other disposition of litigation within the past two years;

4. Records that are the subject of any pending request for records under the California Public Records Act, whether or not the record is exempt from disclosure, until the request has been fulfilled or denied. Records shall be retained for the current year plus two (2) years after closure;

5. Records relating to any pending construction that the District has not accepted or for which a stop notice claim may be legally presented;

6. Records relating to any non-discharged debt of the District;

7. Records relating to the title to real property in which the District has an interest;

8. Records relating to any non-discharged contract to which the District is a party;

9. Records that have not fulfilled the administrative, fiscal, or legal purpose for which they were created or received;

10. Unaccepted bids or proposals, which are less than two (2) years old, for the construction or installation of any building, structure or other public work; and

11. Records less than the current year plus seven (7) years that specify the amount of compensation or expense reimbursement paid to District employees, officers, or independent contractors.

D. The District shall not destroy or otherwise dispose of any Record, unless it is determined that the Record has no further administrative, legal, or fiscal value.

E. Each Department shall be responsible for preparing any of its Records designated for destruction in the following manner:

1. Prepare a “Record of Document Destruction” form, according to the example attached to this Policy as “Attachment B.”

2. Prepare a “Records Destruction Form” using the form attached to this Policy as “Attachment C.”

3. The “Record of Document Destruction” and “Records Destruction Form” shall be reviewed and approved by the Department Head then submitted to the Officer.

F. The Officer shall review the “Record of Document Destruction” and “Records Destruction Form” and verify that the listed Records: (1) are not required to be permanently retained; (2) have been retained for the legally required period of time; and (3) have been reproduced pursuant to any applicable requirements (i.e. imaging, etc.).

G. The Officer shall return any Records that do not satisfy the criteria for destruction set out in this Policy to their respective Department for further evaluation and processing.

H. The Officer shall approve the destruction of any Record that meets the criteria for destruction set out in this Policy.

I. The Officer shall determine the means by which Records shall be destroyed. When determining the means of destruction, the Officer shall choose the most cost-effective means of destruction unless this Policy, the Schedule, or State law prescribes a specific means of destruction for a particular type of Record.

J. The Officer or a Designee of the Officer shall oversee the destruction of all Records and then sign the Records Destruction Form to verify witnessing the destruction of the Records. The original Record of Document Destruction and the Records Destruction Form shall be retained by the Officer and a digital copy shall be retained by the Department to which the Records belonged.

VENTURA REGIONAL SANITATION DISTRICT – RECORDS RETENTION SCHEDULE

Legend
AA – After Audit Settled; **AFP** – After Final Payment;
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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
Accounting (ACC)					
ACC100	**DISTRICT LIABILITIES AND ASSETS**				
ACC100.1	Accounts Payable	Records documenting payment required to be made for goods and services. May include claims, invoices, petty cash records, refunds, vouchers and warrants.	FINANCE	**AA + 6**	Gov. Code § 60201(d)(12); Code Civ. Pro. § 337; State of California Local Agency Guidelines
ACC100.2	Accounts Receivable	Records documenting payment received for goods and services provided by the District. May include collection notices & records, credit advices, credit card charges, receipts and uncollected account records. May also include balance sheets.	FINANCE	**AA + 4**	Gov. Code § 60201; Code Civ. Pro. § 337; State of California Local Agency Guidelines
ACC100.3	Billing Records	Records documenting customer usage of services	FINANCE	**AA + 4**	Gov. Code § 60201; Code Civ. Pro. § 337; State of California Local Agency Guidelines
ACC100.4	Banking – Deposits, Receipts, Checks	Records documenting transactions with an outside financing institution. May include statements, reconciliations, deposit slips, canceled checks for minor transactions, negotiated checks, returned checks and check registers.	FINANCE	**AA + 4**	Gov. Code § 60201; Code Civ. Pro. §§ 340, 348; State of California Local Agency Guidelines

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
ACC200	**DISTRICT PAYROLL**				
ACC200.1	Payroll Adjustments		FINANCE	**AA + 6**	Gov. Code § 60201(d)(12); 29 USC § 436; 26 CFR § 31.6001; 29 CFR § 516.2-6; Labor Code § 1174; State of California Local Agency Guidelines
ACC200.2	Employee Timesheets		FINANCE	**AA + 6**	Gov. Code § 60201(d)(12); 29 CFR § 516.5; Labor Code § 1174
ACC200.3	Salary Records	Deduction authorization, beneficiary designations, unemployment claims, garnishments	HUMAN RESOURCES	**T + 7**	Gov. Code § 60201(d)(12); 22 CCR § 1085-2; 29 CFR § 516.5; 29 CFR § 1627.3
ACC200.4	Payroll Register		FINANCE	**AA + 6**	Gov. Code § 60201(d)(12); Gov. Code § 12946; 29 CFR § 516.5
ACC200.5	Deferred Compensation	Records related to employee contributions	FINANCE	**T + 4**	Code Civ. Pro § 337; 29 CFR § 1627.3; 22 CCR § 1085-2
ACC200.6	Employee Expense Reports	Records related to employee travel on District business including justification. May include correspondence, requests, authorizations, itineraries, record of travel, advances and expenses	FINANCE	**AA + 6**	Gov. Code § 60201(d)(12)
ACC200.7	Labor Distribution		FINANCE	**AA + 6**	Gov. Code § 60201(d)(12)
ACC300	**DISTRICT FIXED ASSETS**				
ACC300.1	General Ledger	Contains the accounts needed to reflect the financial position of the District	FINANCE	**AA + 6**	Gov. Code § 60201(d)(12); Code Civ. Pro. § 337; State of California Local Agency Guidelines

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
ACC300.2	Fixed Assets & Inventory	Monthly book depreciation, additions, disposals, year end reports; records related to financial activities associated with fixed assets.	FINANCE	**AA + 6**	Gov. Code § 60201; Code Civ. Pro. § 337; State of California Local Agency Guidelines
ACC300.3	Property Records	Includes deeds, grant deeds, quitclaim deeds, property acquisitions, and other recorded documents	FINANCE	**P**	Gov. Code § 60201(d)(8)
ACC300.4	Vehicle Ownership & Title		FINANCE	**L + 3**	Cal. Vehicle Code § 9900 et seq.; Code Civ. Pro. §§ 335.1; 338; State of California Local Agency Guidelines
ACC300.5	Auction	Records related to auctions of surplus assets	FINANCE	**CL + 4**	Gov. Code § 60201; Code Civ. Pro §§ 337, 343
ACC400	**AUDIT**				
ACC400.1	Audit Reports	Record of examination of District finances prepared by external auditors. May include financial reports and statements showing status of all District funds and narrative audit report.	CLERK OF THE BOARD	**AA + 4**	Gov. Code § 60201; OMB A-128; State of California Local Agency Guidelines
ACC400.2	Federal & State Taxes	Various Federal and State tax returns	FINANCE/ HUMAN RESOURCES	**FY + 7**	Gov. Code § 60201(d)(12); 29 USC § 446; 26 CFR § 31.6001-1; 29 CFR § 516.5

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
ACC500	**MISCELLANEOUS**				
ACC500.1	Grant Reports	Reports related to the application, award, implementation and conclusion of a grant. All records including those related to the receipt and dispersal of grant funds, contract and reports. Records may include the proposal document, correspondence, activity summary reports, financial and performance reports, memos, notes, invoices, billings, expense reports, completion check-off form, audit results, etc.	FINANCE/ DEPARTMENT	**ACT + 5** **R**	Code Civ. Pro. § 343; 49 CFR § 18.42 **REVIEW FOR GRANT REQUIREMENTS BEFORE DESTRUCTION**
ACC500.2	Purchase Records	Records created to document the purchases and payments for supplies, equipment, and services. May include official copy of purchase order, purchase requisitions (requests), purchasing contracts, payment authorizations, receipts/packing slips.	FINANCE	**AA + 6**	Gov. Code § 60201(d)(12); Code Civ. Pro. § 337; State of California Local Agency Guidelines
ACC500.4	Utility Rebates		FINANCE	**CY + 2**	

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
ACC500.5	Successful Bids	Record of accepted submissions offered by a vendor or contractor selling goods or services to District. May include bid (plus spreadsheet and award letter), proposal, RFQ, RFP, and RFI.	PROJECT MANAGER	**CL + 7**	Gov. Code § 60201(d)(12); Code Civ. Pro. § 337; State of California Local Agency Guidelines
ACC500.6	Unsuccessful Bids	May include bid, RFQ, RFP, and RFI	PROJECT MANAGER	**CY + 2**	Gov. Code § 60201(d)(11)
Finance (FIN)					
FIN100.1	Budget - Adopted	The budget document formally approved for the District. This includes the original budget initially adopted and authorized modifications to it through the end of the fiscal year	CLERK OF THE BOARD	**P**	Gov. Code § 60201; Gov. Code § 53901; State of California Local Agency Guidelines
FIN100.2	Budget – Supporting Documents	Departmental reference copies of the approved District budget as well as the work papers used to compile the annual budget request. May include submissions and appeals in addition to budget manuals, spreadsheets, statistics, Finance directives and other data accumulated in the budget development, submission and presentation process.	FINANCE	**AA + 2**	Gov. Code § 60201; State of California Local Agency Guidelines

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
FIN200.1	Financial Reports	Financial reports produced for a single fiscal year in order to monitor spending, workflow, performance measures and other department operations. May include monthly revenue & expenditure reports, annual fixed asset ledgers, and appropriation transfer	FINANCE	**AA + 2**	Gov. Code § 60201; State of California Local Agency Guidelines
FIN200.2	Investment Records		FINANCE	**L + 4**	Gov. Code § 60201; Gov. Code § 53607; Code Civ. Pro. § 337
FIN300.1	Active Contracts	Contracts with ongoing contractual liability or obligations	FINANCE/ DEPARTMENT	**R** **P (if obligations outstanding)**	Gov. Code § 60201(d)(7)
FIN300.2	Discharged Contracts	Contracts where all performance is completed and no outstanding obligations	FINANCE/ DEPARTMENT	**AA + 6**	Gov. Code § 60201(d)(12); Code Civ. Pro. § 337
Human Resources (HR)					
HR100	**Recruitment & Selection**				
HR100.1	Recruitment Bulletins	Job advertisements or notices to the public or to employees relating to job openings, promotions, training programs	HUMAN RESOURCES	**CL + 2 (if not hired)** **T + 2 (if hired)**	29 CFR § 1627.3; Gov. Code § 12946

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
HR100.2	Applications	Includes resumes or any other form of employment inquiry	HUMAN RESOURCES	**CL + 2 (if not hired) T + 2 (if hired)**	29 CFR § 1602.31; 29 CFR § 1627.3; Gov. Code § 12946
HR100.3	Rating Sheets		HUMAN RESOURCES	**CL + 2 (if not hired) T + 2 (if hired)**	29 CFR § 1602.31 ; 29 CFR § 1627.3; Gov. Code § 12946
HR100.4	Interview Schedule & Examinations	Includes schedule of interviews; questions asked during interviews; written examinations for applicants	HUMAN RESOURCES	**CL + 2 (if not hired) T + 2 (if hired)**	29 CFR § 1602.31 ; 29 CFR § 1627.3; Gov. Code § 12946
HR100.5	Offer Letters		HUMAN RESOURCES	**CL + 2 (if not hired) T + 7 (if hired)**	29 CFR § 1602.31 ; 29 CFR § 1627.3; 22 CCR § 1085-2; Gov. Code § 12946 If hired; Gov. Code § 60201(d)(12)
HR100.6	Employee Background Checks	Includes authorization forms & final background reports; DMV Pull Notes	HUMAN RESOURCES	**CL + 2 (if not hired) T + 3 (if hired)**	29 CFR § 1602.31 ; 29 CFR § 1627.3; Gov. Code § 12946; Labor Code § 1174
HR100.7	Pre-employment Physical Authorization Forms		HUMAN RESOURCES	**CL + 2 (if not hired) T + 2 (if hired)**	29 CFR § 1627.3; Gov. Code § 12946
HR200	**Labor Relations**				
HR200.1	MOUs	Memorandum of Understanding agreements; includes side letter agreements	HUMAN RESOURCES	**P/H**	29 USC 211(c)

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
HR200.2	District Policies	Includes personnel policies, district-wide policies, administrative policies	HUMAN RESOURCES	**S + 5**	Gov. Code § 60201(d)(2); Gov. Code § 60201(d)(10)
HR200.3	Employee Discipline	Includes Notices of Intent to Terminate, Skelly Notices, Termination Notices	HUMAN RESOURCES	**CL + 3**	29 CFR § 1602.14; Gov. Code § 12946
HR200.4	Employee Complaints	Includes notes, investigations, and reports	HUMAN RESOURCES	**CL + 3**	29 CFR § 1602.14; Gov. Code § 12946
HR200.5	Labor Negotiations & Labor Organizations	Includes contract negotiation notes; costing proposals; closed session presentations/handouts; payments or agreements with labor organizations	HUMAN RESOURCES	**CL + 5**	29 U.S.C. § 436 (LMRDA); 29 CFR § 516.5(b)
HR300	**Employee Documents**				
HR300.1	New Hire Paperwork	Includes copies of certifications; certifications of completion; safety training coursework; Onboarding Paperwork	HUMAN RESOURCES	**T+ 2**	29 CFR § 1602.31 ; 29 CFR § 1627.3; 22 CCR § 1085-2; Gov. Code § 12946
HR300.2	PAFs	Personnel Action Forms; includes salary changes, anniversary changes, leave	HUMAN RESOURCES	**T + 7**	Gov. Code § 60201(d)(12); 22 CCR §1085-2; 29 CFR § 516.5; 29 CFR § 1627.3; Gov. Code § 12946
HR300.3	Medical Records	Includes FMLA, CFRA, PDL designations; pulmonary test results, respirator fit results	HUMAN RESOURCES	**T + 30**	29 CFR § 1910.1020(d)(1)(i)
HR300.4	Performance Evaluations		HUMAN RESOURCES	**AC + 2**	29 CFR § 1602.31; 29 CFR 1627.3; Gov. Code § 12946; 42 USC 2000(e)

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
HR300.5	Training	Includes supervisor training/documentation; safety training; work place training; sexual harassment training	HUMAN RESOURCES	**CY + 5**	
HR300.6	I-9s	Includes eVerify documents	HUMAN RESOURCES	**T + 3**	8 CFR § 274a.2(f)(2)
HR300.7	Affordable Care Act		HUMAN RESOURCES	**FY + 10**	
HR300.8	DOT Drug & Alcohol Records & DMV Pulls	Dept. of Transportation employee drug screening	HUMAN RESOURCES	**CY + 5**	49 CFR § 40.333 **MUST BE KEPT IN SECURE LOCATION**
HR400	**Employee Benefit Administration**				
HR400.1	Enrollment	Includes enrollment forms, annual renewal packets	HUMAN RESOURCES	**Lifetime of Benefit + 7**	29 CFR § 1627.3; Gov. Code § 60201(d)(12)
HR400.2	Terminations	Employee requests to terminate a plan	HUMAN RESOURCES	**FY + 7**	29 CFR § 1627.3; 22 CFR § 1085-2(c)
HR400.3	Benefit Summaries	Include benefit plan summaries	HUMAN RESOURCES	**S + 2**	
HR400.4	Employee Benefit Summaries	Summary of benefits as provided on District website detailing District benefits	HUMAN RESOURCES	**S + 2**	
HR400.5	Billing Statements	Costs to District for benefit programs	HUMAN RESOURCES / ACCOUNTING MANAGER	**CL + 7**	Gov. Code § 60201(d)(12)
HR400.6	Retirement Correspondence	Includes correspondence to change plan for VCERA or	HUMAN RESOURCES	**CL + 7**	Gov. Code § 60201(d)(12)

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
		PARS, rate changes, inquires from employees			CL is when last retirement benefit paid out
HR400.7	Unemployment	Records documenting an employees' contribution to unemployment benefits	HUMAN RESOURCES	**T + 7**	22 CCR § 1085-2; Gov. Code § 60201(d)(12)
HR400.8	Worker's Compensation Claims		HUMANR RESOURCES / SAFETY OFFICER	**CL + 5** (if no medical records) **CL + 30** (if includes medical records)	8 CCR § 15400.2; 29 CFR § 1910.1020
HR500	**Safety**				
HR500.1	Safety Committee Agenda & Minutes		CLERK OF THE BOARD	**P**	Gov. Code § 60201(d)(3)
HR500.2	Training Records		HUMAN RESOURCES/ SAFETY OFFICER	**CY + 5**	
HR500.3	Medical Evaluation Forms		[HUMAN RESOURCES/ SAFETY OFFICER	**CY + 30**	29 CFR § 1910.1020(d)(1)(ii)
HR500.4	Accident Reports		HUMAN RESOURCES / SAFETY OFFICER	**CY + 6**	29 USC § 1113

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
DISTRICT (DIST)					
DIST100.1	Employee Directory	Staff lists and telephone directories	ALL DEPARTMENTS	**S + 2**	
DIST100.2	Routine Correspondence	Routine correspondence issued from or received by any department that requires no further action – created primarily for the perpetuation of knowledge (final/official version only). Includes but not limited to • Memos & Publications • Program Overviews • Acknowledgements/Awards • Project Files & Logs • Surveys and Suggestion Forms • Finalized Reports & Attachment (copies) • Individual/Departmental Association Membership Information • Invitations • Meetings/Symposiums	ALL DEPARTMENTS	**CY + 2**	
DIST100.4	Pending Files	Records arranged in chronological order as reminder than an action is required on a given date or that a reply to an action is expected	ALL DEPARTMENTS	**CY + 2**	

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
DIST100.3	Departmental Outreach & Non-Safety Training Materials		ALL DEPARTMENTS	**CY + 2**	
DIST200.1	Vehicle and Vessel Maintenance Logs		FLEET MECHANIC & MAINTENANCE SUPERVISOR	**L + 3**	Code Civ. Pro. § 338; State of California Local Agency Guidelines Lifetime of the vehicle
DIST200.2	Fuel Consumption Records	Keep until meter readings. May include fuel consumption reports, invoices, receipts, and records pertaining to refueling operations	FLEET MECHANIC & MAINTENANCE SUPERVISOR	**AA + 3**	Code Civ. Pro. § 338; State of California Local Agency Guidelines
DIST300.1	Strategic Plans	A department's current and past strategic plans	ALL DEPARTMENTS	**P / H**	
DIST400.1	Departmental Procedures and Regulations	Procedures and regulations to govern day-to-day implementation and management of departmental business functions and programs Includes, but is not limited to: Official management statements of policy for the department Operating procedures	ALL DEPARTMENTS	**S+2**	

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
Risk Management (RISK)					
RISK100	**Liability Insurance**				
RISK100.1	Incident Reports	Includes reports by employees and supervisors that provide details (including photos) on individual incidents with potential liability for the District.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); Code of Civil Procedure § 338; Gov. Code § 911.2
RISK100.2	Claims Against	Completed District claim forms and related back-up documentation for liability-related claims against the District that are paid or denied.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); Code of Civil Procedure § 338; Gov. Code § 911.2; 8 CCR § 15400.2
RISK100.3	Claims By	Documentation (including photographs) of liability-related damages sustained by the District.	MANAGEMENT ANALYST	**P / H**	Keep for historic reasons
RISK100.4	Coverage Documents	Copies of liability insurance policies and memoranda detailing coverage specifications and limits.	MANAGEMENT ANALYST	**CY + 6**	29 USC § 1027
RISK100.5	Certificates of Insurance	Copies of certificates of liability insurance issued by the District's insurers.	MANAGEMENT ANALYST	**CY + 6**	29 USC § 1027
RISK100.6	Police Reports	Typically attached to incident reports, copies of law enforcement agency reports.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); Code of Civil Procedure § 338; Gov. Code § 911.2

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RISK200	**Property Insurance**				
RISK200.1	Incident Reports	Includes reports by employees and supervisors that provide details (including photos) on individual incidents involving District property damage.	MANAGEMENT ANALYST	**CY + 10**	Code of Civ. Pro. § 337.15
RISK200.2	Coverage Documents	Copies of property insurance policies and memoranda detailing coverage specifications and limits.	MANAGEMENT ANALYST	**CY + 10**	Code of Civ. Pro. § 337.15
RISK200.3	Certificates of Insurance	Copies of certificates of property insurance issued by the District's insurers.	MANAGEMENT ANALYST	**CY + 10**	Code of Civ. Pro. § 337.15
RISK200.4	Claims	Documentation (including photographs) of property-related damages sustained by the District.	MANAGEMENT ANALYST	**CY + 10**	Code of Civ. Pro. § 337.15
RISK200.5	Police Reports	Typically attached to incident reports, copies of law enforcement agency reports.	MANAGEMENT ANALYST	**CY + 10**	Code of Civ. Pro. § 337.15
RISK200.6	Inventory of Covered Assets	Lists of District property and scheduled equipment covered by the District's property insurance.	MANAGEMENT ANALYST	**CY + 10**	Code of Civ. Pro. § 337.15
RISK300	**Vehicle Insurance**				
RISK300.1	Incident Reports	Includes reports by employees and supervisors that provide details (including photos) on individual incidents involving damage to District vehicles.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); Code of Civil Procedure § 338; Gov. Code § 911.2 8 CCR § 15400.2

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
RISK300.2	Coverage Documents	Copies of vehicle insurance policies and memoranda detailing coverage specifications and limits.	MANAGEMENT ANALYST	**CY + 6**	29 USC § 1027
RISK300.3	Certificates of Insurance	Copies of certificates of vehicle liability insurance issued by the District's insurers.	MANAGEMENT ANALYST	**CY + 6**	29 USC § 1027
RISK300.4	Claims	Documentation (including photographs) of vehicle-related damages sustained by the District.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); Code of Civil Procedure § 338; Gov. Code § 911.2 8 CCR § 15400.2
RISK300.5	Police Reports	Typically attached to incident reports, copies of law enforcement agency reports.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); Code of Civil Procedure § 338; Gov. Code § 911.2
RISK300.6	Inventory of Covered Assets	Lists of District vehicles covered by the District's vehicle insurance.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); Code of Civ. Pro. § 338; Gov. Code § 911.2
RISK400	**EDP Insurance**				
RISK400.1	Incident Reports	Includes reports by employees and supervisors that provide details (including photos) on individual incidents involving the District's electronic data processing systems.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); 29 USC § 1113; Gov. Code §910-913

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Series Code	Series Name	Description of Documents, As Needed	Office of Record	Official Record Retention	Citation/Legal Basis/Rationale
RISK400.2	Coverage Documents	Copies of EDP insurance policies and memoranda detailing coverage specifications and limits.	MANAGEMENT ANALYST	**CY + 6**	29 USC § 1027
RISK400.3	Claims	Documentation (including photographs) of EDP-related damages sustained by the District.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); 29 USC § 1113; Gov. Code §910-913
RISK400.4	Police Reports	Typically attached to incident reports, copies of law enforcement agency reports.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); 29 USC § 1113; Gov. Code §910-913
RISK500	**Crime Insurance**				
RISK500.1	Incident Reports	Includes reports by employees and supervisors that provide details (including photos) on individual crime-related incidents involving the District.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); 29 USC § 1113; Gov. Code §910-913 8 CCR § 15400.2
RISK500.2	Coverage Documents	Copies of crime insurance policies and memoranda detailing coverage specifications and limits.	MANAGEMENT ANALYST	**CY + 6**	29 USC § 1027
RISK500.3	Claims	Documentation (including photographs) of crime-related damages sustained by the District.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); 29 USC § 1113; Gov. Code §910-913

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RISK500.4	Police Reports	Typically attached to incident reports, copies of law enforcement agency reports.	MANAGEMENT ANALYST	**CY + 6 R (retain if active) CL + 2**	Gov. Code § 60201(d)(4); 29 USC § 1113; Gov. Code §910-913
RISK600	**Workers' Comp Insurance**				
RISK600.1	Certificates	Includes certificates of insurance and certificates of coverage	MANAGEMENT ANALYST	**CY + 6**	29 USC § 1027
RISK600.2	Payroll Reporting Forms	Includes annual employee concentration and vehicle list	MANAGEMENT ANALYST	**FY + 7**	Govt. Code § 60201(d)(12)
RISK600.3	Correspondence	Includes emails/letters to and from Alliant/CSRMA	MANAGEMENT ANALYST	**CY + 6**	29 USC § 1027
RISK600.4	Loss Reports		MANAGEMENT ANALYST	**FY + 4**	8 CCR § 339.4
RISK600.5	Payment Transactions		[DESIGNATE]	**R (retain if active) CL+7**	Gov. Code § 60201(d)(12) 8 CCR §15400.2
RISK600.6	Claim Documentation	Includes summaries, new claims, incurred changes, and closed claims	MANAGEMENT ANALYST	**R (retain if active) CL+7**	8 CCR §15400.2; Govt. Code § 60201(d)(12)
RISK700	**Workers' Compensation Claim Files**				
RISK700.1	5020	State Form 5020 – Employer's Report of Occupation Injury or Illness	MANAGEMENT ANALYST	**R (retain if active) CL+5**	8 CCR §15400.2
RISK700.2	DWC1	Employee Claim for Worker's Compensation Benefits	MANAGEMENT ANALYST	**R (retain if active) CL+5**	8 CCR §15400.2

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RISK700.3	Investigative Materials	Includes employee statements, witness statements, supervisor statements, photos; deposition notes	MANAGEMENT ANALYST	**R (retain if active) CL+5**	8 CCR §15400.2
RISK700.4	Open Claims	Includes Claim Form, Acknowledgment of Receipt of Employee Claim Form, Declination of Treatment Forms	MANAGEMENT ANALYST	**R (retain if active) CL+5**	8 CCR §15400.2
RISK700.5	Correspondence to Employees	Includes temporary modified duty offers, denials, coding of hours	MANAGEMENT ANALYST	**R (retain if active) CL+5**	8 CCR §15400.2
RISK700.6	Notices of Hearing		MANAGEMENT ANALYST	**R (retain if active) CL+5**	8 CCR §15400.2
RISK700.7	Settlement		MANAGEMENT ANALYST	**R (retain if active) CL+7**	Govt. Code § 60201(d)(12) 8 CCR §15400.2
RISK700.8	Claims Management Reviews		MANAGEMENT ANALYST	**R (retain if active) CL + 5**	8 CCR §15400.2
RISK800	**OSHA**				
RISK800.1	OSHA 300 Log	Log of Work-Related Injuries and Illnesses	MANAGEMENT ANALYST	**CY + 5**	8 CCR § 14300.33; 29 CFR § 1904.33
RISK800.2	OSHA 300A	Annual summary of work-related injuries and illnesses	MANAGEMENT ANALYST	**CY + 5**	8 CCR § 14300.33; 29 CFR § 1904.33
RISK800.3	OSHA Incident Report Forms	OSHA Form 301	MANAGEMENT ANALYST	**CY + 5**	8 CCR § 14300.33; 29 CFR § 1904.33
RISK800.4	OSHA Violations		[DESIGNATE]	**CL + 7**	
RISK800.5	OSHA Inspections		[DESIGNATE]	**CL + 7**	Labor Code § 6429(c)

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RISK900	**Miscellaneous**				
RISK900.1	Audit Reports & Analysis		[DESIGNATE]	**CY + 5**	8 CCR § 14300.33; 29 CFR § 1904.33
RISK900.2	First Aid Records	Records documenting one-time first aid treatment and subsequent observations of minor illnesses and injuries if made onsite by a non-physician	[DESIGNATE]	**CY + 5**	29 CFR § 1910.1020(d)(1)(i)(B); 8 CCR § 15400.2
Board of Directors/ Clerk of the Board (COB)					
COB100	**Board and Committees**				
COB100.1	District/Board Formation		CLERK OF THE BOARD	**P**	Govt. Code § 60201(d)(1)
COB100.2	Committees	Includes agendas, membership and general information for the Executive Committee, Personnel & Finance Committee, and Facilities Committee	CLERK OF THE BOARD	**CY + 5**	Govt. Code § 60201(d)(3)
COB100.3	Ad Hoc Committees	Includes membership and general information for short term Board-created committees	CLERK OF THE BOARD	**CY + 5**	Govt. Code § 60201(d)(3)
COB200	**Board Meetings**				
COB200.1	Meeting Packets	Includes staff reports, original agendas, and special meeting notices, including roll call, speaker cards, original communications, and Power Point Presentations.	CLERK OF THE BOARD	**P / H**	Govt. Code § 60201(d)(3)
COB200.2	Minutes	Official minutes of Board of Directors	CLERK OF THE BOARD	**P**	Gov. Code § 60201(d)(3)

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COB200.3	Resolutions		CLERK OF THE BOARD	**P**	Gov. Code § 60201(d)(2)
COB200.4	Ordinances	District ordinances approved by the Board	CLERK OF THE BOARD	**P** **S+5 if repealed/ superseded**	Gov. Code § 60201(d)(2)
COB200.5	Submittals	Items submitted for consideration by the Board including records of proceedings and written description of business conducted. May include annual reports and management reports	CLERK OF THE BOARD	**P**	
COB200.6	Public Speaker Cards	Should be filed with Agenda packets	CLERK OF THE BOARD	**P**	
COB200.7	Log of Posted Notices	Log of physically posted notices with type of meeting, date of meeting, and date notice posted	CLERK OF THE BOARD	**CY + 3**	Govt. Code § 54960
COB200.8	Website Postings	Postings of Meeting Agenda and Reports, Meeting cancellations	CLERK OF THE BOARD	**CY + 3**	Govt. Code § 54960
COB200.9	Public Comments	Written and electronic public comment letters received Filed with Agenda packets	CLERK OF THE BOARD	**CY + 3** **R (in case of litigation)**	Code of Civil Pro §338; Govt. Code § 54960
COB200.10	Audio and Video Recordings		CLERK OF THE BOARD	**CY + 1**	Gov. Code 54953.5(b) (30 days)

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COB300	**Legal Advertisements**				
COB300.1	Public Hearings	Includes affidavit documenting compliance with laws requiring public notice. Includes public and legal notices, certificates, and similar documents	CLERK OF THE BOARD	**CY + 4**	Code of Civil Pro. § 343
COB300.2	Bids	Bid proposals	CLERK OF THE BOARD	**CY + 4**	Govt. Code § 60201(d)(11); Code of Civil Pro §§ 337; 343
COB400	**Regulatory Compliance**				
COB400.1	FPPC Form 700	Statement of Economic Interest	CLERK OF THE BOARD	**CY + 7**	Govt. Code § 81009(e)
COB400.2	FPCC Form 801/802	Gift to Agency Report/ Tickets Provided to Agency Report	CLERK OF THE BOARD	**CY + 7**	Gov. Code § 81099(e)
COB400.3	FPPC Form 806	Agency Report of Public Official Appointments	CLERK OF THE BOARD	**CY + 7**	Gov. Code § 81099(e)
COB400.4	AB1234 – Ethics Training	Certificates of completion or records that indicate the date of training and entity who provided training	CLERK OF THE BOARD	**CY + 5**	Govt. Code § 53235.2(b)
COB400.5	AB1661 - Sexual Harassment Training	Certificate of completion and records that indicate date and entity who provided the training	CLERK OF THE BOARD	**CY + 5**	Govt. Code §53237.2(b)
COB400.6	Statement of Facts	Roster of public agencies	CLERK OF THE BOARD	**P / H**	Govt. Code §53051
COB400.7	Catalog of Enterprise Systems	Annual catalog required by Govt. Code § 6270.5	CLERK OF THE BOARD	**CY + 2**	Govt. Code § 6270.5

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COB500	**Elections**				
COB500.1	Oaths of Office		CLERK OF THE BOARD	**T + 6**	29 USC § 1113
COB500.2	Agreements with County	Agreements between the District and the County to consolidate a District election with the general election	CLERK OF THE BOARD	**S + 5**	
COB500.3	Board Vacancies	Communication of board vacancies and steps to fill vacancy	CLERK OF THE BOARD	**CY + 4**	Govt. Code § 1780; Code of Civil Pro. §§ 337, 343
COB600	**Board of Directors Materials**				
COB600.1	Reference Binders	Binders assigned to incoming directors with District information	CLERK OF THE BOARD	**S + 2**	
COB600.2	Orientation Forms	Orientation form signed by new Board Member and District	CLERK OF THE BOARD	**S + 2**	
COB700	**Record Management**				
COB700.1	Public Record Requests	*also must retain records subject to the request for two years	CLERK OF THE BOARD	**CL + 2**	Govt. Code § 60201(d)(5)
COB700.2	Record Inventory	Inventory of all records in active storage	CLERK OF THE BOARD	**CY + 5**	
COB700.3	Record Schedule		CLERK OF THE BOARD	**S + 2**	
COB800	**Miscellaneous**				
COB800.1	Historical Records	Records with significant historical value	CLERK OF THE BOARD	**R / P / H**	
COB800.2	CSDA Publications	Copies of published CSDA magazine	CLERK OF THE BOARD	**CY + 2**	
COB800.3	Boardroom Reservations	Includes agreement forms from third-parties	CLERK OF THE BOARD	**CY + 3**	Code of Civil Pro. §337