



**DUBLIN SAN RAMON SERVICES DISTRICT
Board of Directors**

NOTICE OF REGULAR MEETING

TIME: 6:00 p.m.
PLACE: Regular Meeting Place
7051 Dublin Boulevard, Dublin, CA

DATE: Tuesday, August 19, 2014

AGENDA

(NEXT RESOLUTION NO. 45-14)

(NEXT ORDINANCE NO. 336)

Our mission is to provide reliable water and wastewater services to the communities we serve in a safe, efficient and environmentally responsible manner.

BUSINESS:

REFERENCE

| | <u>Recommended Action</u> | <u>Anticipated Time</u> |
|--|--------------------------------------|------------------------------------|
| 1. <u>CALL TO ORDER</u> | | |
| 2. <u>PLEDGE TO THE FLAG</u> | | |
| 3. <u>ROLL CALL</u> – Members: Benson, Duarte, Halket, Howard, Vonheeder-Leopold | | |
| 4. <u>SPECIAL ANNOUNCEMENTS/ACTIVITIES</u> | | |
| 5. <u>PUBLIC COMMENT</u> (MEETING OPEN TO THE PUBLIC) | | |
| <p>At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight's agenda. Comments should not exceed five minutes. Speakers' cards are available from the District Secretary and should be completed and returned to the Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern, introduce him/herself, and then proceed with his/her comment.</p> | | |
| 6. <u>REPORTS</u> | | |
| A. <u>Reports by General Manager and Staff</u> | | |
| • Event Calendar | | |
| • Correspondence to and from the Board on an Item not on the Agenda | | |
| B. Agenda Management (consider order of items) | | |
| C. <u>Committee Reports</u> | | |
| None | | |
| 7. <u>APPROVAL OF MINUTES</u> - Regular Meeting of August 5, 2014 | District Secretary | Approve by Motion |

BUSINESS:

REFERENCE

| | | | <u>Recommended Action</u> | <u>Anticipated Time</u> |
|----|--|---------------------------------|--------------------------------------|------------------------------------|
| 8. | <u>CONSENT CALENDAR</u> | | | |
| | Matters listed under this item are considered routine and will be enacted by one Motion, in the form listed below. There will be no separate discussion of these items unless requested by a Member of the Board of Directors or the public prior to the time the Board votes on the Motion to adopt. | | | |
| A. | Approve a Transfer of \$750,000 from the Water Expansion Fund to the Water Rate Stabilization Fund | Financial Services Manager | Approve by Resolution | |
| B. | Adopt Revised Risk Management for District Agreements with Contractors and Consultants Policy and Rescind Resolution No. 16-10 | Organizational Services Manager | Approve Policy by Resolution | |
| C. | Adopt Revised Policies to Conform to Recently Adopted "Guidelines for Conducting District Business:" Casting District Ballots; Legislative Advocacy; Construction Project Acceptance by GM; District Participation in Charitable Events and Community Service Activities; Auditor Selection and Services; Investment; and New-Revised Job Classification and Salary and Rescind Resolution Nos. 19-06, 55-03, 20-10, 39-06, 63-08, 15-12 and 71-11 | General Manager | Approve Policies by Resolutions (7) | |
| D. | Approve Amendment No. 8 to Agreement of February 8, 2002 with Bold, Polisner, Maddow, Nelson & Judson - District General Counsel | General Manager | Approve by Resolution | |
| E. | Approve Master Agreement for Consulting Services for Purchase of Trustworthy Electronic Content Management System (ECMS) OnBase Software and Professional Services from Hyland Software, Inc. (CIP A15-006) | General Manager | Approve by Resolution | |
| F. | Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 2-14 | Organizational Services Manager | Approve by Resolution | |
| G. | Upcoming Board Calendar | General Manager | Accept by Motion | |

REFERENCE

BOARD CALENDAR*

*Note: Agendas for regular meetings of District Committees are posted not less than 72 hours prior to each Committee meeting at the District Administrative Offices, 7051 Dublin Boulevard, Dublin, California

3 of 274



| | | |
|---|---|--|
| Reference Financial Services Manager | Type of Action Approve Fund Transfer | Board Meeting of August 19, 2014 |
| Subject Approve a Transfer of \$750,000 from the Water Expansion Fund to the Water Rate Stabilization Fund | | |
| <input checked="" type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Informational | <input type="checkbox"/> Other |
| REPORT: | <input type="checkbox"/> Verbal | <input type="checkbox"/> Presentation |
| <input checked="" type="checkbox"/> Staff | J. Archer | <input type="checkbox"/> Board Member |

Recommendation:

In accordance with the Water Expansion Fund Management policy (P400-14-1), the Financial Services Manager recommends the Board of Directors approve, by Resolution, a transfer of \$750,000 from the Water Expansion Fund to the Water Rate Stabilization Fund as partial satisfaction of the Temporary Infrastructure Charge (TIC) obligation.

Summary:

On March 4, 2014, the Board adopted the Water Expansion Fund Management policy. The policy established the prioritization of obligations for the Water Expansion Fund (Fund). The Temporary Infrastructure Charge (TIC) was the result of ratepayer's contributions of \$8.2 M towards debt incurred to develop potable and recycled water facilities to serve growth in the District. As of June 30, 2014, \$3.3M of that amount has been "repaid," leaving \$4.9M still to be addressed. Although the policy called for the conditional repayment of the TIC as Priority VI, it also directed staff to annually evaluate the Fund's Working Capital Balance, beginning in FYE 2014, to determine whether all, some or none of the TIC should be repaid based on the following criteria:

- Conditionally repay the TIC provided that other obligations of the Fund have been and can continue to be satisfied.
- Projected fund balances should be at or above target levels based on development as planned scenario for the ensuing three-year period.
- Projected fund balances should be no more than 15% below fund target level based on development as planned scenario during years 4 through 10 and in no more than one such year.
- Projected fund balances should never be negative under the stressed development scenario (60% of the planned development after 3 years).
- The amount to be transferred from the Water Expansion Fund to the Water Rate Stabilization Fund will be determined so that the above policy criteria are satisfied.
- The transfer amount is not to be budgeted but is to be decided each year.
- The approach is guidance and shall not be binding and would only be done upon approval by the Board of Directors.

| Committee Review | | | Legal Review | Staff Review | | |
|--|---|-------------------------------------|--|------------------------------------|------------------------|-------------|
| COMMITTEE --- | DATE --- | RECOMMENDATION --- | Not Required | ORIGINATOR JA | DEPARTMENT Fin Serv | REVIEWED BY |
| ATTACHMENTS <input type="checkbox"/> None | | | | | | |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input checked="" type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$0 | <input type="checkbox"/> Funding Source A. Water Expansion Fund (Fund 620) B. | | Attachments to S&R 1. 2. 3. | | | |

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING A TRANSFER OF \$750,000 FROM THE WATER EXPANSION FUND TO THE WATER RATE STABILIZATION FUND

WHEREAS, on June 23, 2009, and in the midst of the recession when the payment of capacity reserve fees came to a virtual halt, the District authorized the implementation of the Temporary Infrastructure Charge (TIC) to ensure the District had the available funds to make all legally required debt obligations of the Water Expansion Fund (“Fund”); and

WHEREAS, on May 7, 2013 the Board suspended the TIC; and

WHEREAS, prior to its suspension, the amount of the (Temporary Infrastructure Charge) collected from ratepayers totaled \$8,208,152; a total of \$3,287,358 has been equitably returned for the benefit of the water ratepayers leaving a balance of \$4,920,795 as of June 30, 2014; and

WHEREAS, on March 4, 2014 the Board adopted the Water Expansion Fund Management policy to determine the methodology and priorities for payment of actual and contingent obligations of the Fund while ensuring the financial integrity of the Fund over a ten-year period and prudently anticipating risks to that Fund; and

WHEREAS, The Water Expansion Fund Management policy stated the Board’s policy to further reduce the TIC obligation of the Fund under certain prescribed conditions; and

WHEREAS, the District has analyzed the projected balance of the Fund in accordance with the Water Expansion Fund Management policy; and

WHEREAS, the Board finds that a transfer of \$750,000 from the Water Expansion Fund to the Water Rate Stabilization Fund can be done in accordance with the Water Expansion Management policy.

Res. No. _____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California as follows:

1. Effective June 30, 2014, staff is directed to transfer \$750,000 from the Water Expansion Fund to the Water Rate Stabilization Fund; and
2. The transfer is to be considered a partial reduction of the outstanding TIC balance paid by District ratepayers.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, by the following vote:

AYES:

NOES:

ABSENT:

Georgean M. Vonheeder-Leopold, President

ATTEST:

Nancy G. Hatfield, District Secretary

STAFF REPORT



BOARD OF DIRECTORS
August 19, 2014

Water Expansion Fund Management Policy – Conditional TIC Repayment

BACKGROUND

On March 4, 2014, the Board adopted the Water Expansion Fund Management policy (P400-14-1). The policy established the prioritization of obligations for the Water Expansion Fund (Fund). The Temporary Infrastructure Charge (TIC) was the result of ratepayer's contributions of \$8.2M towards debt incurred to develop potable and recycled water facilities to serve growth in the District. As of June 30, 2014, \$3.3M of that amount has been "repaid," leaving \$4.9M still to be addressed. Although the policy called for the conditional repayment of the TIC as Priority VI, it also directed staff to annually evaluate the Fund's Working Capital Balance, beginning in FYE 2014, to determine whether all, some or none of the TIC should be repaid.

DISCUSSION

Staff has reviewed the activity in the Fund, updated the preliminary Fund balance as of June 30, 2014 and projected activity through the end of FYE 2023. The attached presentation is in the same format as previously presented to the Board.

Per the Water Expansion Fund Management policy, repayment will be determined based on the following criteria:

- Conditionally repay the TIC provided that other obligations of the fund have been and can continue to be satisfied.
- Projected fund balances should be at or above target levels based on development as planned scenario for the ensuing three-year period.
- Projected fund balances should be no more than 15% below fund target level based on development as planned scenario during years 4 through 10 and in no more than one such year.
- Projected fund balances should never be negative under the stressed development scenario (60% of the planned development after 3 years).
- The amount to be transferred from the Water Expansion Fund to the Water Rate Stabilization Fund will be determined so that the above policy criteria are satisfied.
- The transfer amount is not to be budgeted but is to be decided each year.
- The approach is guidance and shall not be binding and would only be done upon approval by the Board of Directors.

Future connections are based on the adopted 10-Year CIP and adjusted for recent Board actions (i.e. District Code revisions). The Capital Improvement Program (CIP) and projected future connections will be evaluated as part of the completion of the Water Master Plan, the FYE 2016- 2025 10 Year CIP and FYE 2016-2017 Operating Budget in FYE 2015. Please note that revenue was not adjusted for possible curtailment of growth that could conceivably be implemented due to a prolonged drought.

Staff has prepared Planned and Stressed Development Scenarios through FYE 2023. The analysis was prepared using an assumed TIC repayment of \$2,000,000. Based on the assumptions previously used and a \$2.0M TIC repayment, the reports show the following:

- Analysis of the Planned Development Scenario, Attachment 1, shows the Fund will remain at or above targets through FYE 2023.
- Analysis of the Stressed Development Scenario (assumes development slows 60% starting in FYE 2018), Attachment 2, shows the Fund would fall below policy target starting in FYE 2022.

Staff used the \$2.0M repayment as a potential maximum repayment. In addition, staff recognizes that the assumption also includes the receipt of \$1.2M as part of the Clean Water Revival closeout. As protection against potential delays or adjustments to this settlement, and the projected negative balance in the Stressed Development Scenario, staff prudently proposes to offset that amount against the full \$2,000,000 repayment and further “rounding down” to \$750,000.

RECOMMENDATION

Based on the projected fund balances through FYE 2023, staff recommends a \$750,000 transfer to Water Rate Stabilization Fund as a partial TIC repayment for FYE 2014. The recommendation will reduce the TIC obligation to approximately \$4.2M and continues the District’s commitment to repayments over time without having a material impact on fund balances. This item will be reviewed again in FYE 2015 in conjunction with updates to the CIP and operating budgets.

Attachments:

1. Planned Development Scenario
2. Stressed Development Scenario

| DEVELOPMENT AS PLANNED SCENARIO with INITIAL TIC REPAYMENT | | | | | | | | | | |
|--|-----------------|--------------------------------------|--------------------------------|-------------------------------------|----------------------------------|-------------------|---|------------------------------|-----------------------|---|
| 15% | CIP Base | | In Place | | Pending Issues | | | | | |
| Case | CIP as Accepted | Updated FYE 2013 Ending Fund Balance | Extend Life of Capacity Rights | Capacity Payment at Building Permit | Initial TIC Repayment at \$2.00M | BLC Reimbursement | Other Reimbursements (Shapell, Lin, Pinn) | Clean Water Revival Closeout | New Water Master Plan | Final Temporary Infrastructure Charge "Repayment" |
| Impact vs CIP | Base | Pos. | Pos. | Neg. | Neg. | Neg. | Neg. | Pos. | Unk. | Neg. |
| Impact vs. July Policy Target | | | Neg. | Neg. | Neg. | Same | Same | Same | Same. | Pos. |
| | 5.68 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 |
| FYE 2013 | 8.47 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 |
| FYE 2014 | 8.22 | 14.36 | 14.36 | 14.36 | 12.36 | 12.36 | 12.36 | 12.36 | 12.36 | 12.36 |
| FYE 2015 | 10.37 | 15.54 | 15.57 | 11.57 | 9.57 | 9.33 | 9.07 | 10.26 | 10.26 | 10.26 |
| FYE 2016 | 12.41 | 16.92 | 16.98 | 10.34 | 8.32 | 7.61 | 6.86 | 8.06 | 8.06 | 8.06 |
| FYE 2017 | 9.95 | 16.93 | 17.02 | 10.56 | 8.52 | 7.34 | 5.95 | 7.16 | 7.16 | 7.16 |
| FYE 2018 | 10.96 | 18.92 | 19.04 | 12.70 | 10.64 | 8.97 | 7.53 | 8.75 | 8.75 | 8.75 |
| FYE 2019 | 11.27 | 20.08 | 20.23 | 13.83 | 11.75 | 9.83 | 8.45 | 9.69 | 9.69 | 9.69 |
| FYE 2020 | 12.43 | 20.84 | 20.99 | 14.53 | 12.43 | 10.48 | 8.95 | 10.19 | 10.19 | 10.19 |
| FYE 2021 | 14.03 | 21.97 | 22.12 | 15.59 | 13.47 | 11.51 | 9.92 | 11.18 | 11.18 | 11.18 |
| FYE 2022 | 20.38 | 27.77 | 27.93 | 21.34 | 19.19 | 17.21 | 15.60 | 16.88 | 12.57 | 12.57 |
| FYE 2023 | 26.96 | 33.73 | 33.89 | 27.23 | 25.07 | 23.06 | 21.44 | 22.73 | 14.08 | 14.08 |

| |
|---|
| Meets Policy Target |
| Not more than 15% Percent Below Policy Target |
| Negative Fund Balance |

| STRESSED DEVELOPMENT SCENARIO with INITIAL TIC REPAYMENT | | | | | | | | | | |
|---|------------------------|---|---------------------------------------|--|---|--------------------------|--|-------------------------------------|------------------------------|--|
| 15% | CIP Base | | In Place | | Pending Issues | | | | | |
| Case | <i>CIP as Accepted</i> | <i>Updated FYE 2013 Ending Fund Balance</i> | <i>Extend Life of Capacity Rights</i> | <i>Capacity Payment at Building Permit</i> | <i>Initial TIC Repayment at \$2.00M</i> | <i>BLC Reimbursement</i> | <i>Other Reimbursements (Shapell, Lin, Pinn)</i> | <i>Clean Water Revival Closeout</i> | <i>New Water Master Plan</i> | <i>Final Temporary Infrastructure Charge "Repayment"</i> |
| Impact vs CIP | <i>Base</i> | <i>Pos.</i> | <i>Pos.</i> | <i>Neg.</i> | <i>Neg.</i> | <i>Neg.</i> | <i>Neg.</i> | <i>Pos.</i> | <i>Unk.</i> | <i>Neg.</i> |
| Impact vs. July | | | <i>Neg.</i> | <i>Neg.</i> | <i>Neg.</i> | <i>Same</i> | <i>Same</i> | <i>Same</i> | <i>Same.</i> | <i>Pos.</i> |
| Policy Target | 5.68 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 | 6.12 |
| FYE 2013 | 8.47 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 | 13.74 |
| FYE 2014 | 8.22 | 14.36 | 14.36 | 14.36 | 12.36 | 12.36 | 12.36 | 12.36 | 12.36 | 12.36 |
| FYE 2015 | 10.37 | 15.54 | 15.57 | 11.57 | 9.57 | 9.33 | 9.07 | 10.26 | 10.26 | 10.26 |
| FYE 2016 | 12.41 | 16.92 | 16.98 | 10.34 | 8.32 | 7.61 | 6.86 | 8.06 | 8.06 | 8.06 |
| FYE 2017 | 7.96 | 17.80 | 17.89 | 11.43 | 9.39 | 8.20 | 6.82 | 8.03 | 8.03 | 8.03 |
| FYE 2018 | 8.06 | 19.05 | 19.17 | 12.76 | 10.70 | 9.03 | 7.59 | 8.81 | 8.81 | 8.81 |
| FYE 2019 | 8.27 | 20.32 | 20.48 | 14.00 | 11.92 | 9.99 | 8.67 | 9.90 | 9.90 | 9.90 |
| FYE 2020 | 8.38 | 20.25 | 20.40 | 13.87 | 11.76 | 9.82 | 8.39 | 9.63 | 9.63 | 9.63 |
| FYE 2021 | 6.82 | 18.48 | 18.63 | 12.03 | 9.91 | 7.94 | 6.41 | 7.67 | 7.67 | 7.67 |
| FYE 2022 | 5.90 | 17.30 | 17.46 | 10.78 | 8.64 | 6.65 | 5.06 | 6.33 | 3.77 | 3.77 |
| FYE 2023 | 5.34 | 16.43 | 16.59 | 9.86 | 7.69 | 5.69 | 4.07 | 5.35 | 0.19 | 0.19 |

| |
|---|
| Meets Policy Target |
| Not more than 15% Percent Below Policy Target |
| Negative Fund Balance |



| | | |
|---|---|--|
| Reference Organizational Services Manager | Type of Action Adopt Revised Policy | Board Meeting of August 19, 2014 |
| Subject Adopt Revised Risk Management for District Agreements with Contractors and Consultants Policy and Rescind Resolution No. 16-10 | | |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Informational | <input type="checkbox"/> Other |
| REPORT: | <input type="checkbox"/> Verbal | <input type="checkbox"/> Presentation |
| | <input checked="" type="checkbox"/> Staff | Michelle Gallardo |
| | | <input type="checkbox"/> Board Member |

Recommendation:

The Organizational Services Manager recommends the Board of Directors adopt, by Resolution, the revised Risk Management for District Agreements with Contractors and Consultants policy and rescind Resolution No. 16-10.

Summary:

The District has long mandated insurance requirements and limits as part of the agreements into which it enters. Several years ago, the Board established a formal Risk Management policy for all District agreements with contractors and consultants outlining coverage requirements and procedures for insurance coverage for these agreements. In accordance with Strategic Plan Initiative 5.1.10, Sustain Effective, Efficient, Open and Transparent Governance of the District, 25% of all Board policies are to be reviewed annually. The current Risk Management policy was last updated by the Board on May 4, 2010.

The policy, as currently written, incorporates a best practices risk management system that also has some flexibility for both tighter and looser requirements; and staff still fully supports this approach in the proposed policy. The proposed revisions in coverage and requirements are intended to minimize the risk faced by the District while balancing the need to reasonably manage the cost to the District for such protection.

The revisions to the Risk Management policy have been developed in conformance with the California Sanitation Risk Management Authority (CSRMA) – endorsed Procedural Manual for Insurance Requirements in Contracts (Version 8.1, December 2013). The updated requirements and limits provide for the following:

- Establishes minimum levels of coverage for different types of agreements:
 - Construction Projects;
 - Services Agreements;
 - Professional/Consultant Services;
 - Environmental Risks;
 - Tenants including office space tenants such as DERWA; and
 - Community Use
- Establishes insurance types necessary for each agreement.
- Conforms to CSRMA's suggested guidelines for best management practices.
- Requires Board approval for special or reduced coverage.

The 2013 CSRMA Procedure Manual contained a significant update to the *Insurance Specifications for Most Contracts* section; therefore, the 2013 Quick Glace Guide referenced in the Policy completely replaces the 2010 Quick Glace Guide section last updated by the Board on May 4, 2010.

| Committee Review | | | Legal Review | Staff Review | | |
|--|---|--------------------------------------|---------------------------------------|------------------------------------|---------------------------------------|-------------|
| COMMITTEE --- | DATE --- | RECOMMENDATION --- | Not Required | ORIGINATOR M. Gallardo | DEPARTMENT Organizational Services | REVIEWED BY |
| ATTACHMENTS <input type="checkbox"/> None | | | | | | |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$0.00 | <input type="checkbox"/> Funding Source A. B. | Attachments to S&R 1. 2. 3. | | | | |

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING RISK MANAGEMENT FOR DISTRICT AGREEMENTS WITH CONTRACTORS AND CONSULTANTS POLICY AND RESCINDING RESOLUTION NO. 16-10

WHEREAS, the Dublin San Ramon Services District Board of Directors has previously adopted a Risk Management policy for District agreements with Contractors and Consultants; and

WHEREAS, District policy is to review all Board policies every four years to ensure consistency with applicable regulations and update accordingly to reflect changes in law and/or ease of use and efficiency and best management practices; and

WHEREAS, the District is a member of the California Sanitation Risk Management Authority (CSRMA), an association of wastewater agencies joined to protect member resources by providing broad coverage and quality risk management services that stabilize risk cost in a reliable, economical and beneficial manner; and

WHEREAS, the Insurance Requirements proposed for adoption are in general accordance with the Guidelines for Insurance recommended by CSRMA to its member agencies; and

WHEREAS, the District wishes to minimize its risk while at the same time balancing the need to manage the cost to the District for insurance; and

WHEREAS, there arises from time-to-time special circumstances which require insurance coverage tailored to the situations and risk faced by the District and it is desirable to have in place a procedure for consideration of the insurance coverage appropriate to such circumstances.

Res. No. _____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California that the revised Risk Management for District Agreements with Contractors and Consultants policy, in conformance with the California Sanitation Risk Management Authority (CSRMA) Insurance Requirements In Contracts, attached as Exhibit "A" is adopted; and Resolution No. 16-10, is hereby Rescinded and attached as Exhibit "B".

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

ATTEST: _____
Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|-------------|
| Policy No.: | | Board Business | |
| Policy Title: | Risk Management for District Agreements with Contractors and Consultants | | |
| Policy Description: | Risk management system that provides for the required types of insurance, limits of coverage and other provisions for agreements with contractors and consultants who do business with the District. | | |
| | | | |
| Approval Date: | | Last Review Date: | 2014 |
| Approval Resolution No.: | | Next Review Date: | 2018 |
| | | | |
| Rescinded Resolution No.: | 16-10 | Rescinded Resolution Date: | May 4, 2010 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

The District is a member of the California Sanitation Risk Management Authority (CSRMA), and association of wastewater agencies joined to protect member resources by providing board coverage and quality risk management services that stabilize risk cost in a reliable, economical and beneficial manner.

The District wishes to minimize its risk while at the same time balancing the need to manage cost to the District for insurance. The proceeding Insurance Requirements are in general accordance with the Guidelines for Insurance recommended by CSRMA to its member agencies.

The requirements and limits provide for the following:

- Establishing minimum levels of coverage for different types of agreements (Construction Projects, Services Agreements, Professional/Consultant Services, Environmental Risks, Tenants including office space tenants such as DERWA, and Community Use);
- Establishing insurance types necessary for each agreement;
- Conform to CSRMA's suggested guidelines for best management practices; and
- Requiring Board approval for special or reduced coverage.

The requirements, insurance limits and other provisions contained in this policy shall be in reference to the District's procurement and contracting procedures, standard agreements, standard specifications and similar documents routinely used by the District. When special

circumstances present special or extraordinary risks, the General Manager shall evaluate the need for additional levels of coverage and require additional coverage commensurate with the risk.

Coverage in addition to, or other than specified in, this Risk Management for District Agreements with Contractors and Consultants policy, may be accepted upon approval of the Board of Directors for instances that present special risks or which present reduced or no risk to the District. The General Manager is authorized and directed to make all necessary changes to conform the District's Standard Specifications, Standard Agreements, and the District's Purchasing Procedures to this Risk Management for District Agreements with Contractors and Consultants policy.

Insurance Requirements 2013 Quick Glance Guide

Following are some guidelines for determining which set of specifications to use or if special language is needed.

| <i>TYPE OF ACTIVITY</i> | <i>SPECIFICATIONS AND LIMITS</i> |
|---|--|
| Maintenance and services contracts , including most routine maintenance, janitorial service, movers, onsite equipment maintenance agreements, tow service, tree maintenance, fireworks exhibits, and other general services. | Use <u>Exhibit 1</u> , with a minimum limit of \$2 million. If \$1 million is used, request at least a \$2 million aggregate limit. Remember to base the required limits on the amount of damage that may occur, not on the contract price. |
| Construction projects | Use <u>Exhibit 5</u> . Construction projects will usually require course of construction (builder's risk) property insurance. Major construction projects, especially those which involve many subcontractors, may call for special insurance requirements. See Chapter Three for a more complete discussion. |
| Professional services , including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys, and accountants. | Use <u>Exhibit 2</u> . Your Entity should require proof of professional liability insurance. |
| Environmental risks , including asbestos, hazardous chemicals or waste, and nuclear risks. <i>[Reminder: Your Entity is unlikely to have pollution coverage through its primary liability insurance or risk pool. If you don't transfer the risk, your Entity could be totally responsible for a loss.]</i> | Use <u>Exhibit 6</u> . However, coverage specifications and limits should be developed to fit the circumstances of the situation. Generally, limits should be no less than \$2 million. Special insurance is available for hazardous activities, including nuclear risks, asbestos removal/containment or waste handling. |

| | |
|---|---|
| <p>Aircraft, watercraft and airports operated under contract, including charter of aircraft or watercraft by your Entity or by another party in performance of work for your Entity.</p> <p><i>[Reminder: Your entity's primary liability insurance or risk pool program probably does not cover aircraft or airports. If you don't transfer the risk, your Entity could be totally responsible for a loss.]</i></p> | <p><u>Exhibit 1</u> may be appropriate if additional specialized liability insurance requirements are added. For aviation exposures, limits should be \$100 million or more. If the tenant is a marina operator or boat or airplane repairer, marina operator or ship repairer's or hangar keeper's liability is required. Limits should be large enough to cover the value of the most expensive object in the tenant's custody and 3 or 4 surrounding objects.</p> |
| <p>Leases for tenants and concessionaires including food and beverage concessions, gift shops, office space tenants, child care centers, senior centers, and other space rental to lessees who have full-time or part-time employees.</p> | <p><u>Exhibit 3</u> can be used if no autos are used or commercially parked on the premises. If autos are used or parked, Exhibit 1 should be used. If the tenant's activities include valet parking, with or without a fee, or servicing of automobiles, Exhibit 1 may need to be supplemented by additional coverage called garagekeeper's legal liability. The required limit for this coverage should be equal to the value of the maximum number of automobiles that may be in the tenant's custody.</p> |
| <p>Vendors, including vendors who supply equipment or other products to your Entity and who do not perform other functions, such as installation or maintenance.</p> | <p><u>Exhibit 4</u> can be used.</p> |
| <p>Space rental, including short-term space rental for special occasions to groups who have no employees, such as club functions, weddings, dances, picnics or social dinners, crafts exhibitions or classes, animal shows and recreational activities, including baseball and football.</p> | <p><u>Exhibit 7</u> may be used.</p> <p><i>[Reminder: A special events policy is available to public entities. Contact your risk management department for details.]</i></p> |
| <p>Transportation of Hazardous Materials</p> | <p>Use <u>Exhibit 6</u>.</p> |

Exhibit 1:

Insurance Requirements for Most Contracts **(Not for Professional Services or Construction Contracts)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. *(If applicable – see note on page 7)*

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with risk management or insurance advisors.

Exhibit 2:

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** 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 limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation

Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity 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, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit 3:

Insurance Requirements for Lessees **(Not For Daily or Short Term Rentals)**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease (for lessees with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Lessee's insurance at (least as broad as ISO Form CG 20 10).

Primary Coverage

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Requirements for Lessees Exceptions for the Civic Center Act

“The Civic Center Act,” Education Code Section 38130, specifies which groups are entitled to the use of school district facilities free of charge, and those groups which the district can elect to charge a fee for use of a school facility.

With respect to the insurance requirements and indemnification language, there are differences in what the district can require depending upon whether the user is a free of charge user or a paying user.

Free of Charge Users – Groups entitled to use school facilities free of charge under Education Code Section 38130 must be able to demonstrate the following:

1. There is no other suitable meeting place available;
2. The group is a nonprofit organization;
3. The group is organized to promote youth and/or school activities.

For Free of Charge Users, the school district is liable for any injuries resulting from the negligence of the district and the maintenance of those facilities and grounds. This cannot be transferred. The user shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds.

The Other Insurance Provisions - Clause 1 in Exhibit 3 needs to be amended to state that:

“1. The District, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of negligence of the user during the use of the facilities or grounds.”

Clauses 2 and 3 should remain unchanged.

This exception applies only to Free of Charge Users.

Exhibit 4:

Insurance Requirements for Vendors

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

If the Vendor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Vendor shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Vendor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Vendor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Note: Vendor Exceptions

There are a number of organizations/companies that provide services to your agencies that will not have formal contracts in place. These include but are not limited to, United Parcel Service, Federal Express, United States Postal Service, and for hire interstate truck lines as examples. Although each of these companies may provide vendor services to you, you typically will not require formal contracts and will not require evidence of insurance. All of the companies listed above are required to be licensed under the Department of Transportation rules and regulations which also require specific limits of insurance.

Exhibit 5:

Insurance Requirements for Construction Contracts

Contractor shall procure and maintain for the duration of the contract, *and for x years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
7. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the contractor shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Exhibit 6:

Insurance Requirements for Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than \$1,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, the Contractor shall provide coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and

volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, **the Contractor's insurance coverage shall be primary insurance** as respects the Entity, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the California State Compensation Insurance Fund if not rated.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of subrogation which any insurer may acquire against Entity, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

RESOLUTION NO. 16-10RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING RISK MANAGEMENT FOR DISTRICT AGREEMENTS WITH CONTRACTORS AND CONSULTANTS POLICY AND RESCINDING RESOLUTION NO. 12-03

WHEREAS, the Dublin San Ramon Services District Board of Directors has previously adopted a Risk Management policy for District agreements with Contractors and Consultants; and

WHEREAS, District policy is to review all Board policies every four years to ensure consistency with applicable regulations and update accordingly to reflect changes in law and/or ease of use and efficiency and best management practices; and

WHEREAS, the District is a member of the California Sanitation Risk Management Authority (CSRMA), an association of wastewater agencies joined to protect member resources by providing board coverage and quality risk management services that stabilize risk cost in a reliable, economical and beneficial manner; and

WHEREAS, the Insurance Requirements proposed for adoption are in general accordance with the Guidelines for Insurance recommended by CSRMA to its member agencies; and

WHEREAS, the District wishes to minimize its risk while at the same time balancing the need to manage the cost to the District for insurance; and

WHEREAS, there arises from time-to-time special circumstances which require insurance coverage tailored to the situations and risk faced by the District and it is desirable to have in place a procedure for consideration of the insurance coverage appropriate to such circumstances.

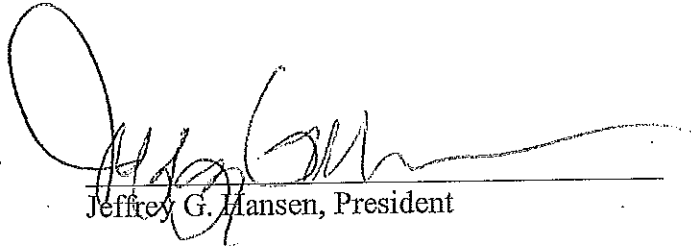
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California that the revised Risk Management for District Agreements with Contractors and Consultants policy, in conformance with the California Sanitation Risk Management Authority (CSRMA) Insurance Requirements In Contracts, attached as Exhibit "A" is adopted; and Resolution No. 12-03, is hereby Rescinded and attached as Exhibit "B".

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 4th day of May 2010, and passed by the following vote:

AYES: 5. Directors Daniel J. Scannell, Georgean M. Vonheeder-Leopold,
Richard M. Halket, D.L. (Pat) Howard, Jeffrey G. Hansen

NOES: 0

ABSENT: 0



Jeffrey G. Hansen, President

ATTEST: Nancy G. Hatfield
Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|----------------|
| Policy No.: | P100-10-2 | Board Business | |
| Policy Title: | Risk Management for District Agreements with Contractors and Consultants | | |
| Policy Description: | Risk management system that provides for the required types of insurance, limits of coverage and other provisions for agreements with contractors and consultants who do business with the District. | | |
| | | | |
| Approval Date: | May 4, 2010 | Last Review Date: | 2010 |
| Approval Resolution No.: | 16-10 | Next Review Date: | 2014 |
| | | | |
| Rescinded Resolution No.: | 12-03 | Rescinded Resolution Date: | April 15, 2003 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

The District is a member of the California Sanitation Risk Management Authority (CSRMA), and association of wastewater agencies joined to protect member resources by providing board coverage and quality risk management services that stabilize risk cost in a reliable, economical and beneficial manner.

The District wishes to minimize its risk while at the same time balancing the need to manage cost to the District for insurance. The proceeding Insurance Requirements are in general accordance with the Guidelines for Insurance recommended by CSRMA to its member agencies.

The requirements and limits provide for the following:

- Establishing minimum levels of coverage for different types of agreements (Construction Projects, Services Agreements, Professional/Consultant Services, Environmental Risks, Tenants including office space tenants such as DERWA, and Community Use);
- Establishing insurance types necessary for each agreement;
- Conform to CSRMA's suggested guidelines for best management practices; and
- Requiring Board approval for special or reduced coverage.

The requirements, insurance limits and other provisions contained in this policy shall be in reference to the District's procurement and contracting procedures, standard agreements, standard specifications and similar documents routinely used by the District. When special circumstances present special or extraordinary risks, the General Manager shall evaluate the need for additional levels of coverage and require additional coverage commensurate with the risk.

Coverage in addition to, or other than specified in, this Risk Management for District Agreements with Contractors and Consultants policy, may be accepted upon approval of the Board of Directors for instances that present special risks or which present reduced or no risk to the District. The General Manager is authorized and directed to make all necessary changes to conform the District's Standard Specifications, Standard Agreements, and the District's Purchasing Procedures to this Risk Management for District Agreements with Contractors and Consultants policy.

Insurance Requirements 2010 Quick Glance Guide

The following are guidelines for determining the type of activity, insurance requirements and limits.

| TYPE OF ACTIVITY | RECOMMENDATION AND LIMITS |
|---|--|
| <p>Construction and services contracts, including most construction and remodeling, janitorial service, movers, on-site equipment maintenance agreements, tow service, tree maintenance, road maintenance, welding, plumbing, painting, electrical work and fireworks exhibits.</p> <p>Use Specification 1, If estimated construction exceeds \$2,000,000 or the contractor is required to buy the builder's risk, pollution liability or professional liability insurance, use Specification 2.</p> | <ol style="list-style-type: none"> 1. General Liability (including operations, products, and completed operations.): \$2,000,000 per occurrence for bodily injury personal injury, and property damage. 2. Automobile Liability: \$1,000,000 per accident 3. Worker's Compensation: As required by the State of California 4. Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee bodily injury by disease. |
| <p>Construction projects in excess of \$2,000,000 or requiring builder's risk insurance.</p> <p>Use Specification 2</p> | <ol style="list-style-type: none"> 1. General Liability (including operations, products, and completed operations.): \$5,000,000 per occurrence for bodily injury personal injury, and property damage. 2. Automobile Liability: \$1,000,000 per accident 3. Worker's Compensation: As required by the State of California. 4. Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee bodily injury by disease. 5. Builder's Risk – Installation Contractor: Completed value of project with no coinsurance penalty provisions. 6. Professional Liability: \$1,000,000 as needed for design/build including errors and omissions. 7. Contractors "Pollution Liability Policy" – Required of general contractor: \$1,000,000 each occurrence - \$2,000,000 policy aggregate with no asbestos exclusion |
| <p>Professional services, including architects, engineers, consultants, counselors, medical professionals, hospitals, clinics, attorneys and accountants.</p> <p>Use Specification 5</p> | <ol style="list-style-type: none"> 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. (if vehicles |

| | |
|--|---|
| | <p>involved)</p> <ol style="list-style-type: none"> 3. Worker's Compensation: 4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease. 5. Errors and Omissions Liability: \$1,000,000 per occurrence. |
| <p>Consultant Services, including Training, Profesional Development, and Educational Services</p> <p>Use Specification 5</p> | <ol style="list-style-type: none"> 1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commerical General Liabilty Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. 2. Authomobile Liability: \$1,000,000 per accident for bodily injury and property damage (if vehicles involved) 3. Employer's Liability: \$1,000,000 per accident for bodily injry or disease (unless sole practitioner) |
| <p>Environmental consultants and/or contractors, including asbestos, hazardous chemicals or waste, and nuclear risks.</p> <p>Use Specification 6. However, coverage specifications and limits should be developed to fit the circumstances of the situation.</p> | <ol style="list-style-type: none"> 4. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. 5. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. (if vehicles involved) 6. Workers Compensation: 7. Employer's Liability: \$1,000,000 per accident for bodily injury or disease. 8. Errors and Omissions Liability: \$1,000,000 per occurrence. 9. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions: \$1,000,000 each occurrence/\$2,000,000 policy aggegate, including Errors & Omissions if Professional services are included under the contract. |
| Tenants including office space tenants, | <ol style="list-style-type: none"> 1. General Liability (including operations, |

| | |
|---|---|
| <p>and other space rental to lessees who have full-time or part-time employees.</p> <p>Specification 3 can be used if no autos are used or commercially parked on the premises. If autos are used or parked, Specification 1 should be used.</p> | <p>products, and completed operations.): \$2,000,000 per occurrence for bodily injury personal injury, and property damage.</p> <ol style="list-style-type: none"> 2. Automobile Liability: \$1,000,000 per accident 3. Worker's Comensation: As required by the State of California 4. Property Insurance: Full replacement cost with no coinsurance penalty. |
| <p>Community Use No-Charge including short-term space usage for special occasions to groups who have no employees, such as club functions, non-profits, and recreational activities, including baseball and football.</p> <p>Specification 3 can be used.</p> | <ol style="list-style-type: none"> 1. General Liability (including operations, products, and completed operations.): \$1,000,000 per occurrence for bodily injury personal injury, and property damage. 2. Property Insurance: Full replacement cost with no coinsurance penalty. |
| <p>Transportation of Hazardous Materials</p> <p>Use Specification 6.</p> | <ol style="list-style-type: none"> 1. General Liability (including operations, products, and completed operations.): \$2,000,000 per occurrence for bodily injury personal injury, and property damage. 2. Automobile Liability: \$1,000,000 per accident 3. Worker's Comensation: As required by the State of California 4. Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee bodily injury by disease. 5. Contractors Pollution Liability snd/or Asbestos Pollution Liability and/or Errors & Omissions: \$1,000,000 each occurrence/\$2,000,000 policy aggregate, including Erors & Omissions if professional services are included under the contract. |

**Specification 1:
Insurance Requirements for Contractors
(Without Construction Risks)**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

| | | |
|---|--------------------|--|
| 1. General Liability: (Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. (Editor's note – your entity could elect to allow a lower limit such as \$1 million for lower risk exposures such as facilities use, or contracts with no products and completed operations exposure. If a lower limit is allowed for a commercial contractor, add the language, "If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.") |
| 2. Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |

| | |
|---------------------------|--|
| 3. Workers' Compensation: | As required by the State of California. |
| 4. Employers' Liability: | \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |

If the contractor maintains higher limits than the minimums shown above, the Entity shall be entitled to coverage for the higher limits maintained by the contractor.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to the Contractor's insurance policy, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the Entity.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Contractor shall furnish the Entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity, unless the insurance company will not use the Entity's forms. All endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the Entity's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Specification 2:
Insurance Requirements for Contractors (With Construction Risks)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) *or* Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
4. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
5. Surety bonds as described below.
6. Professional Liability (if *Design/Build*).
7. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

| | |
|--|--|
| 1. General Liability: (Including operations, products and completed operations.) | \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be at \$5,000,000 or higher. |
|--|--|

| | |
|---|---|
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Workers' Compensation | As required by the State of California. |
| 4. Employers' Liability: | \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Builder's Risk - Installation Floater: | Completed value of the project with no coinsurance penalty provisions. |
| 6. Professional Liability | \$1,000,000 as needed for design/build. |
| 7. Contractors Pollution - Asbestos Legal Liability | \$1,000,000 each occurrence - \$2,000,000 policy aggregate, including errors and omissions. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall contain the following provision:

- a. The Entity shall be named as loss payee as their interest may appear.

If the project does not involve new, or major reconstruction, at the option of the Entity, an Installation Floater may be acceptable. For such projects, a property installation floater shall be obtained that provide for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken or destroyed during the performance of the Work, including during transit, installation and testing at the Entity's site.

Claims Made/Pollution Legal

If General Liability, Contractors' Pollution Legal Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Contractor shall furnish the Entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity, unless the insurance company will not use the Entity's forms. All endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the Entity's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Surety Bonds

Contractor shall provide the following Surety Bonds:

1. A bid bond.
2. A performance bond.
3. A payment bond.

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Specification 3:
Insurance Requirements for Lessees (No Auto Risks)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
2. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance (for lessees with employees).
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

| | |
|--------------------------|---|
| 1. General Liability: | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Workers' Compensation | As required by the State of California |
| 3. Employers' Liability: | \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 4. Property Insurance: | Full replacement cost with no coinsurance penalty provision. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The General Liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Lessee shall furnish the Entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity, unless the insurance company will not use the Entity's forms. All endorsements are to be received and approved by the Entity before the contract becomes effective. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the Entity's forms, the Lessee's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

**Specification 3:
Insurance Requirements for Lessees (No Auto Risks)
Exceptions for the Civic Center Act**

"The Civic Center Act" states which groups are entitled to the use of school district facilities free of charge, and those groups which the district can elect to charge a fee for use of the facility.

With respect to the insurance requirements and indemnification language, there are differences in what the district can require depending upon whether the user is a free of charge user or a paying user.

Free of Charge Users – Groups entitled to use school facilities free of charge under Section 40043 (a) must be able to demonstrate the following:

1. There is no other suitable meeting place available;
2. The group is a nonprofit organization;
3. The group is organized to promote youth and/or school activities.

For Free of Charge Users, the school district is liable for any injuries resulting from the negligence of the district and the maintenance of those facilities and grounds. This cannot be transferred. The user shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds.

The Other Insurance Provisions - Clause 1 on page 14 needs to be amended to state that:

"1. The District, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of negligence of the user during the use of the facilities or grounds."

Clauses 2 and 3 should remain unchanged.

This exception applies only to Free of Charge Users.

Specification 4: Insurance Requirements for Suppliers

Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the Entity. The cost of such insurance shall be borne by the Vendor.

Minimum Scope of Insurance

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) and include products coverage.

Minimum Limits of Insurance

Vendor shall maintain limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and an aggregate limit of \$1,000,000.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Vendor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The policy or policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and volunteers are to be covered as insureds as respects products of the Vendor.
2. The Vendor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice has been provided to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Vendor shall furnish the Entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity, unless the insurance company will not use the Entity's forms. All endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the Entity's forms, the Vendor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Waiver of Subrogation

Vendor hereby agrees to waive subrogation which any insurer of Vendor may acquire from Vendor by virtue of the payment of any loss. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Vendor, its employees, agents and subcontractors.

Vendor Exceptions

There are a number of organizations/companies that provide services to your agencies that will not have formal contracts in place. These include but are not limited to, United Parcel Service, Federal Express, United States Postal Service, and for hire interstate truck lines as examples. Although each of these companies may provide vendor services to you, you typically will not require formal contracts and will not require evidence of insurance. All of the companies listed above are required to be licensed under the Department of Transportation rules and regulations which also require specific limits of insurance.

Specification 5: Insurance Requirements for Consultants

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
4. Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

| | |
|--|---|
| 1. General Liability: (Including operations, products and completed operations, as applicable.) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and |

| | |
|----------------------------------|---|
| | property damage. |
| 3. Workers' Compensation | As required by the State of California |
| 4. Employers' Liability: | \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Errors & Omissions Liability: | \$1,000,000 per occurrence. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the Entity.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the Entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity, unless the insurance company will not use the Entity's forms. All endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the Entity's forms, the Consultant's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Consultant, its employees, agents and subcontractors.

Specification 6:

Insurance Requirements for Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01 or Claims Made Form CG 00 02).
2. Insurance Services Office Form CA 00 01, covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

| | |
|--|---|
| 1. General Liability: (Including operations, products and completed operations, as applicable.) | \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
|--|---|

| | |
|---|--|
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Workers' Compensation | As required by the State of California |
| 4. Employers' Liability: | \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. |
| 5. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions: | \$1,000,000 each occurrence/\$2,000,000 policy aggregate, including Errors & Omissions if professional services are included under the contract. |

Deductible and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. If possible, the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall provide evidence satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The General Liability, Automobile Liability, Contractors Pollution Liability and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; and with respect to Contractors Pollution Liability and/or Asbestos Pollution. No policy shall contain an "Insured v. Insured" exclusion.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by the insurer except after thirty (30) days prior written notice has been given to the Entity.

4. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions.
6. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII if admitted in the State of California. If Contractors Pollution Liability, Asbestos Pollution and/or Errors & Omissions coverages are not available from an admitted insurer, the coverage may be written by a non-admitted insurance company. A non-admitted company should have an A.M. Best rating of A:X or higher. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Contractor shall furnish the Entity with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Entity,

unless the insurance company will not use the Entity's forms. All endorsements are to be received and approved by the Entity before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the Entity's forms, the Contractor's insurer may provide complete copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Waiver of Subrogation

Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.



| | | |
|---|--|--|
| Reference General Manager | Type of Action Adopt Revised Policies | Board Meeting of August 19, 2014 |
| Subject Adopt Revised Policies to Conform to Recently Adopted "Guidelines for Conducting District Business:" Casting District Ballots; Legislative Advocacy; Construction Project Acceptance by GM; District Participation in Charitable Events and Community Service Activities; Auditor Selection and Services; Investment; and New-Revised Job Classification and Salary and Rescind Resolution Nos. 19-06, 55-03, 20-10, 39-06, 63-08, 15-12 and 71-11 | | |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Informational | <input type="checkbox"/> Other |
| REPORT: | <input type="checkbox"/> Verbal | <input type="checkbox"/> Presentation |
| <input type="checkbox"/> Staff | B. Michalczyk | <input type="checkbox"/> Board Member |

Recommendation:

The General Manager recommends that the Board, by separate Resolutions, revise various District policies as identified below so as to conform those policies to the recently adopted "Guidelines for Conducting District Business" (Guidelines).

Summary:

The District's Strategic Work Plan (Tasks 5.1.1 and 5.1.10) calls for an ongoing effort to review each District policy no less frequently than every four years and specifically to update the Guidelines in FYE 2015. That latter effort was a multi-year task that concluded with Board adoption of the revised Guidelines on July 1, 2014. At that time, several significant changes were made to the Guidelines, including streamlining the Committee review process so that, with a few pre-defined exceptions, items will now first go directly to the Board for consideration. The Board is then to act on the matter before it or refer it to committee for further development. Resolution No. 38-14, which adopted the Guidelines, directed staff to review all existing District policies to conform those policies to the new process identified in the Guidelines.

Staff has identified that the following policies contain language that is not consistent with the newly adopted Guidelines:

| Policies to be Revised to Conform to Recently Adopted "Guidelines for Conducting District Business" | | |
|---|--|------------------------|
| Policy Number | Title | Rescind Resolution No. |
| 1. P-100-10-1 | Casting District Ballots | 19-06 |
| 2. P-100-11-1 | Legislative Advocacy | 55-03 |
| 3. P-200-10-2 | Construction Project Acceptance by GM | 20-10 |
| 4. P-200-12-1 | District Participation in Charitable Events and Community Service Activities | 39-06 |
| 5. P-400-12-1 | Auditor Selection and Services | 63-08 |
| 6. P-400-12-2 | Investment | 15-12 |
| 7. P-700-11-20 | New-Revised Job Classification and Salary | 71-11 |

Separate resolutions are provided for the revision to each policy listed above. Attachment 1 includes the "track changes" versions of each revised policy to enable a quick overview of exactly what changes are proposed.

| Committee Review | | | Legal Review | Staff Review | | |
|---|---|-------------------------------------|---|------------------------------------|-------------------------|-------------|
| COMMITTEE --- | DATE --- | RECOMMENDATION --- | Not Required | ORIGINATOR B. Michalczyk | DEPARTMENT Executive | REVIEWED BY |
| ATTACHMENTS <input type="checkbox"/> None | | | | | | |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$0 | <input type="checkbox"/> Funding Source A. B. | | Attachments to S&R 1. "Track Changes" versions of policies 2. 3. | | | |

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY CASTING DISTRICT BALLOTS AND RESCINDING RESOLUTION NO. 19-06

WHEREAS, on July 1, 2014 the District Board of Directors adopted Resolution No. 38-16, thereby adopting revised Guidelines for Conducting District Business (“Guidelines”); and

WHEREAS, Resolution No. 38-16 authorized and directed the General Manager to propose formal revisions to those existing Board policies that are in conflict with the Guidelines; and

WHEREAS, current policy Casting District Ballots, last revised by Resolution No. 19-06, contains provisions that are in conflict with the newly revised Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. The revised “Casting District Ballots” policy, attached hereto as Exhibit “A” be adopted, and
2. Resolution No. 19-06 is hereby Rescinded and attached as Exhibit “B;” and
3. Authorizes the General Manager to make non-substantive editorial changes to the policy as that document is finalized for posting on the District’s website.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

 Georgean M. Vonheeder-Leopold, President

ATTEST: _____
 Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|---|----------------------------|----------------|
| Policy No.: | | Type of Policy: | Board Business |
| Policy Title: | Casting District Ballots | | |
| Policy Description: | Election of officers and other matters in organizations of which the District is a member | | |
| | | | |
| Approval Date: | | Last Review Date: | 2014 |
| Approval Resolution No.: | | Next Review Date: | 2018 |
| | | | |
| Rescinded Resolution No.: | 19-06 | Rescinded Resolution Date: | May 16, 2006 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

That the District actively participate in the governance of those organizations in which the District is a member (including but not limited to ACWA, CASA, Alameda County Special District Association, CSDA, East Bay Alliance for Development, etc.) doing so in a manner that protects and furthers the interests of the District and its rate payers and further that this is done in a way that provides appropriate opportunity for public debate of matters of substance related to the governance of those organizations while at the same time streamlining the administration of this effort.

Accordingly, when organizations in which the District is a member solicit the District's vote the matter shall be processed as follows:

For matters that are **Non-Substantial**¹ the General Manager shall make a tentative decision as how to cast the District's vote. The General Manager shall inform the Board of his intentions on the matter. If any Boardmember objects to the General Manager's tentative decision, they shall inform the General Manager of their objection and their reasons for doing so within 72 hours of being informed by the General Manager. If no Boardmember so objects, the General Manager's tentative decision shall be considered the position of the District on the matter. If at least two Boardmembers so object, the matter shall be considered "Substantial" and be processed as described below.

¹ Non-substantial matters are those items dealing with the routine running of the business of an organization. They include, but are not limited to matters such as changes to by-laws (excepting those changes to by-laws involving general eligibility for membership), 10% or less increase in dues, and uncontested elections (i.e. number of candidates equals the number of seats in the election).

Substantial² matters shall be placed on the consent calendar of the Board with the General Manager's recommendation. If the timing of the election is such Board consideration provides insufficient time for action at the next regularly scheduled Board meeting then the General Manager shall notify the Board of Directors of his tentative decision so as to provide time for a Boardmember to object if they so desire. If any Boardmember objects to the General Manager's tentative decision, that Boardmember shall raise their objection and their reasons for doing so before the end of the ensuing business day of so being informed by the General Manager. If not more than two Boardmembers so object, the General Manager's tentative decision shall be considered the position of the District on the matter. If at least two Boardmembers object, a Special Board meeting shall be scheduled if possible for Board consideration.

Highly Relevant³ matters shall be placed on the Board Business portion of the agenda for a determination of the District's position.

Authorization and Direction In all cases (non-substantial, substantial and highly relevant), once a decision is made in accordance with this policy, the General Manager is authorized and directed to cast the District's vote in accordance with that decision unless the by-laws of that organization require a person other than the General Manager to cast the vote, in which case by this policy the person so required by the organization is authorized and directed to do so.

General If the timing of the election in any organization is such that the process outlined herein cannot be followed because regular or special Board meetings cannot be scheduled in a timely manner, the General Manager is authorized and directed to cast the District's vote in a manner which the General Manager believes is in the District's best interest. In those cases the General Manager shall report his action to the Board of Directors at the next Board meeting.

H:\Board\2014\08-19-14\Revisions to Various Policies\Proposed Revised - Casting District Ballots.docx

² Substantial matters include but are not limited to changes to the governance structure of the organization (i.e., changes in the number of governing Board seats or the make-up of the governing Board) or changes in by-laws affecting membership in general, dues increases greater than 10%, contested elections (i.e., the number of candidates exceeds the number of available seats) and any non-substantial matter on which at least two Boardmembers duly raise an objection to the General Manager's tentative decision.

³ Highly Relevant matters include any membership matter that would terminate the District's membership, any contested election for which a member of the District's Board of Directors is a candidate.

RESOLUTION NO. 19-06

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING ITS POLICY FOR CASTING DISTRICT BALLOTS IN ORGANIZATIONS IN WHICH THE DISTRICT IS A MEMBER AND RESCINDING PREVIOUSLY ADOPTED POLICY

WHEREAS, Dublin San Ramon Services District is a member of many different organizations which collectively further the purposes of the District; and

WHEREAS, these organizations include but are not limited to the California Association of Sanitation Agencies, the Association of California Water Agencies, WaterReuse Association, the California Special District Association, the American Water Works Association and various Chambers of Commerce; and

WHEREAS, periodically the District, as a member of these organizations, is asked to vote on various matters associated with the business of the organization including but not limited to election of people to serve in leadership positions, changes to the bylaws of the organizations, revisions to the assessment of costs imposed by the organization, the membership criteria for the organization and other similar matters related to the organization's business; and

WHEREAS, the Board desires to streamline the administration of this policy while preserving the Board's prerogative to decide the District's position on matters put before it by each organization.

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California, that the revised policy on the casting of District ballots, attached as Exhibit A, be adopted and that Resolution No. 35-01, attached as Exhibit B, is hereby rescinded.

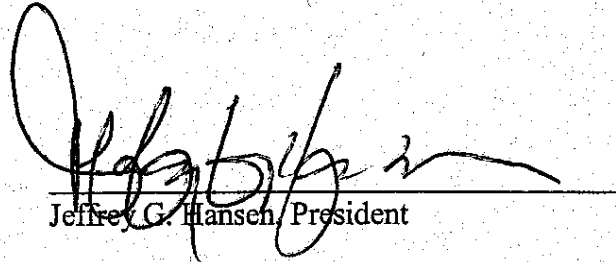
Res. No. 19-06

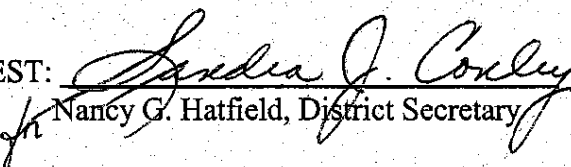
ADOPTED by the Board of Directors of the Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 16th day of May 2006, and passed by the following vote:

AYES: 5 - Directors Daniel J. Scannell, Thomas W. Ford, Richard M. Halket, Dwight L. Howard, Jeffrey G. Hansen

NOES: 0

ABSENT: 0


Jeffrey G. Hansen, President

ATTEST: 
Nancy G. Hatfield, District Secretary

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY LEGISLATIVE ADVOCACY AND RESCINDING RESOLUTION NO. 55-03

WHEREAS, on July 1, 2014 the District Board of Directors adopted Resolution No. 38-16, thereby adopting revised Guidelines for Conducting District Business (“Guidelines”); and

WHEREAS, Resolution No. 38-16 authorized and directed the General Manager to propose formal revisions to those existing Board policies that are in conflict with the Guidelines; and

WHEREAS, current policy Legislative Advocacy, last revised by Resolution No. 55-03, contains provisions that are in conflict with the newly revised Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. The revised “Legislative Advocacy” policy, attached hereto as Exhibit “A” be adopted, and
2. Resolution No. 55-03 is hereby Rescinded and attached as Exhibit “B;” and
3. Authorizes the General Manager to make non-substantive editorial changes to the policy as that document is finalized for posting on the District’s website.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

ATTEST: _____
Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|----------------|
| Policy No.: | | Type of Policy: | Board Business |
| Policy Title: | Legislative Advocacy | | |
| Policy Description: | Taking Positions on Federal and State Legislation and City and County Ordinances | | |
| | | | |
| Approval Date: | | Last Review Date: | 2014 |
| Approval Resolution No.: | | Next Review Date: | 2018 |
| | | | |
| Rescinded Resolution No.: | 55-03 | Rescinded Resolution Date: | Nov 18, 2003 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

It is the policy of the District to take positions, when appropriate, on Legislation and furthermore that the District's position on Legislation shall be developed in accordance with the procedures set forth below.

In furtherance of the above policy the following process shall be used to determine when and how the District will take a position on Legislation:

1. The General Manager shall periodically review pending Legislation and assess its applicability to the District. The General Manager shall take advantage of the District's membership in CASA, ACWA, WaterReuse, CSDA, AWWA, WEF and the Chambers to become aware of Legislation which may be applicable to the District. The General Manager may also use other resources and sources of information to become aware of Legislation which may be applicable to the District.
2. The General Manager shall characterize applicable Legislation as either having direct and significant bearing on the District, being of only general interest and applicability to the District, or of having no interest or applicability to the District.
3. If Legislation has a direct and significant bearing on the District, the General Manager shall present the Legislation to the Board, along with a recommendation from the General Manager for the position to be taken by the District and for the manner in which the District will express that position.
4. If Legislation is of only general interest and applicability to the District, and a position has been taken on the legislation by one of the organizations in which the District is a member such as but not limited

to CASA, ACWA, WateReuse, etc. (“Member Organization”) and that Member Organization requests that the District take action advocating its position, the General Manager may, in consideration of the need for the District to actually take a position on the Legislation given the District’s interest, and in further consideration of available District resources, take the position advocated by the Member Organization on behalf of the District. If the General Manager does so a summary of the actions taken and the correspondence sent in support of positions taken by a Member Organization shall be communicated to the Board of Directors as soon as practical.

5. 6. If legislation has a direct and significant bearing on the District the District’s Board of Directors, in consideration of the General Manager’s recommendation, shall determine the position to be taken by the District and the manner in which the District will express that position.
7. If, in the General Manager’s opinion, it becomes necessary for the District to express its position on direct and significant Legislation, and if there is insufficient time for the procedures set forth herein to be followed, the General Manager shall draft a letter stating the District’s position on the Legislation and circulate said letter to all Board Members requesting comment before the end of the ensuing business day. . In the event that at least two Board Members object to the position proposed by the General Manager, a special meeting of the Board of Directors shall be scheduled to review the position proposed by the General Manager. In those very rare instances that the General Manager determines that it is critical for the District to take a position on Legislation and there is insufficient time in which to either circulate a draft letter as above and/or to schedule a special meeting of the Board as described herein, the General Manager is hereby authorized to state a position of the District that he/she believes to be in the overall best interests of the District after due consideration of input he or she may have received from any Board Member, and is hereby directed to notify all members of the Board of Directors of his or her actions as soon as practicable.
8. If the District takes a position on Legislation, it shall be one of the following positions which positions shall have the meaning described:
 - A. Support: The Legislation if passed will have a direct, significant and positive effect on the District
 - B. Support if Amended: The Legislation, if amended to address specific shortcomings identified by the District, will have a direct, significant and positive effect on the District.
 - C. Neutral: The Legislation does not have a direct, significant and positive or detrimental effect on the District. The District may identify its position as neutral if asked.
 - D. Oppose Unless Amended: The Legislation, unless amended to address specific shortcomings identified by the District, will have a direct, significant and detrimental effect on the District.

E. Oppose: The Legislation if passed will have a direct, significant and detrimental effect on the District.

9. Allowable actions for expressing a position other than neutral include sending letters to legislators and others, contacting legislators, offering direct testimony, and/or similar efforts in support of the District's taken position.

RESOLUTION NO. 55-03

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ESTABLISHING A LEGISLATIVE ADVOCACY POLICY FOR CITY AND COUNTY ORDINANCES AND STATE AND FEDERAL LEGISLATION AND RESCINDING RESOLUTION NO. 3-03

WHEREAS, a significant amount of State and Federal legislation, and a significant number of City and County ordinances (collectively "Legislation") are proposed each year, some of which is applicable to the Dublin San Ramon Services District ("District") in carrying out its mission; and

WHEREAS, the District is a member of several organizations which monitor, review and advocate positions on Legislation which is related to the business of the District; and

WHEREAS, these organizations include, but are not limited to, the California Association of Sanitation Agencies ("CASA"), the Association of California Water Agencies ("ACWA"), WaterReuse Association ("WaterReuse"), the California Special Districts Association ("CSDA"), the American Water Works Association (AWWA), the Water Environment Federation ("WEF"), and various Chambers of Commerce ("Chambers"); and

WHEREAS, periodically Legislation is proposed which may either have direct and significant bearing on the District or be of only general interest and applicability to the District; and

WHEREAS, in some instances the District as a Member of the above organizations is asked to take a position and / or advocate for Legislation; and

WHEREAS, it is desirable to have a policy in place that sets forth how the District's position on Legislation is to be determined and what that position entails; and

WHEREAS, it is in the best interest of the District to take a position on Legislation in an effective and timely manner; and

WHEREAS, the Board adopted a Legislative Advocacy Policy on January 21, 2003, and

NOW, THEREFORE; BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT, as follows:

The Board hereby finds and determines that it is the policy of the District to take positions, when appropriate, on Legislation and furthermore that the District's position on Legislation shall be developed in accordance with the procedures set forth in this Resolution.

In furtherance of the above policy the following process shall be used to determine when and how the District will take a position on Legislation:

1. The General Manager shall periodically review pending Legislation and assess its applicability to the District. The General Manager shall take advantage of the District's membership in CASA, ACWA, WateReuse, CSDA, AWWA, WEF and the Chambers to become aware of Legislation which may be applicable to the District. The General Manager may also use other resources and sources of information to become aware of Legislation which may be applicable to the District.
2. The General Manager shall characterize applicable Legislation as either having direct and significant bearing on the District, being of only general interest and applicability to the District, or of having no interest or applicability to the District.
3. If Legislation has a direct and significant bearing on the District, the General Manager shall present the Legislation to the Board Committee whose work most closely aligns with the subject of the Legislation, along with a recommendation from the General Manager for the position to be taken by the District and for the manner in which the District will express that position.
4. If Legislation is of only general interest and applicability to the District, and a position has been taken on the legislation by one of the organizations in which the

District is a member such as but not limited to CASA, ACWA, WateReuse, etc. ("Member Organization") and that Member Organization requests that the District take action advocating its position, the General Manager may, in consideration of the need for the District to actually take a position on the Legislation given the District's interest, and in further consideration of available District resources, take the position advocated by the Member Organization on behalf of the District. If the General Manager does so a summary of the actions taken and the correspondence sent in support of positions taken by a Member Organization shall be communicated to the Board of Directors as soon as practical.

5. When Legislation is presented to a Board Committee, that Committee shall review the Legislation along with the recommendation of the General Manager, and refer it to the Board of Directors with the Committee's recommendation for the position to be taken by the District and for the manner in which the District will express that position.
6. The Board of Directors, in consideration of the Committee's recommendation, shall determine the position to be taken by the District and the manner in which the District will express that position.
7. If, in the General Manager's opinion, it becomes necessary for the District to express its position on applicable Legislation, and if there is insufficient time for the procedures set forth herein to be followed, the General Manager shall draft a letter stating the District's position on the Legislation and circulate said letter to all Board Members requesting comment within 24 hours. In the event that any Board Member objects to the position proposed by the General Manager, a special meeting of the

Board Committee whose work most closely aligns with the subject of the Legislation shall be scheduled within 48 hours to review the position proposed by the General Manager. In those very rare instances that the General Manager determines that it is critical for the District to take a position on Legislation and there is insufficient time in which to either circulate a draft letter as above and/or to schedule a special meeting of the Board Committee as described herein, the General Manager is hereby authorized to state a position of the District that he/she believes to be in the overall best interests of the District after due consideration of input he or she may have received from any Board Member, and is hereby directed to notify all members of the Board of Directors of his or her actions as soon as practicable.

8. If the District takes a position on Legislation, it shall be one of the following positions which positions shall have the meaning described:

- A. Support: The Legislation if passed will have a direct, significant and positive effect on the District
- B. Support if Amended: The Legislation, if amended to address specific shortcomings identified by the District, will have a direct, significant and positive effect on the District.
- C. Neutral: The Legislation does not have a direct, significant and positive or detrimental effect on the District. The District may identify its position as neutral if asked.
- D. Oppose Unless Amended: The Legislation, unless amended to address specific shortcomings identified by the District, will have a direct, significant and detrimental effect on the

District.

E. Oppose: The Legislation if passed will have a direct, significant and detrimental effect on the District.

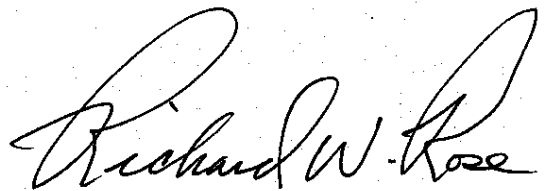
9. Allowable actions for expressing a position other than neutral include sending letters to legislators and others, contacting legislators, offering direct testimony, and/or similar efforts in support of the District's taken position.
10. This policy herein shall supersede all previous policies adopted by the Board of Directors on how legislative advocacy issues are to be processed thereby rescinding Resolution No. 3-03.

ADOPTED by the Board of Directors of the Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 18th day of November, 2003, and passed by the following vote:

AYES: 5 - Directors Daniel J. Scannell, Jeffrey G. Hansen, Thomas W. Ford, G.T. (Tom) McCormick, Richard W. Rose

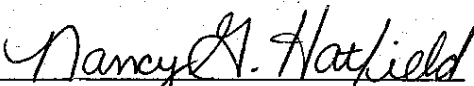
NOES: 0

ABSENT: 0



Richard W. Rose, President

ATTEST:


Nancy G. Hatfield, District Secretary

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY CONSTRUCTION PROJECT ACCEPTANCE BY GM AND RESCINDING RESOLUTION NO. 20-10

WHEREAS, on July 1, 2014 the District Board of Directors adopted Resolution No. 38-16 thereby adopting revised Guidelines for Conducting Dublin San Ramon Services District Business (“Guidelines”); and

WHEREAS, Resolution No. 38-16 authorized and directed the General Manager to propose formal revisions to those existing Board policies that are in conflict with the Guidelines; and

WHEREAS, current policy Construction Project Acceptance by GM, last revised by Resolution No. 20-10, contains provisions that are in conflict with the newly revised Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. The revised “Construction Project Acceptance by GM” policy, attached hereto as Exhibit “A” be adopted, and

2. Resolution No. 20-10 is hereby Rescinded and attached as Exhibit “B;” and

3. Authorizes the General Manager to make non-substantive editorial changes to the Policy as that document is finalized for posting on the District’s website.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

 Georgean M. Vonheeder-Leopold, President

ATTEST: _____
 Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|--------------|
| Policy No.: | | Type of Policy: | General |
| Policy Title: | Construction Project Acceptance by the General Manager | | |
| Policy Description: | Allows the General Manager to accept construction projects | | |
| | | | |
| Approval Date: | | Last Review Date: | 2014 |
| Approval Resolution No.: | | Next Review Date: | 2018 |
| | | | |
| Rescinded Resolution No.: | 20-10 | Rescinded Resolution Date: | May 18, 2010 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

Upon determining that a particular project has satisfied the provisions of this Construction Project Acceptance policy, the General Manager is authorized and may accept Capital Improvement Program (CIP) construction projects and developer dedicated construction projects in accordance with this policy. Further, the General Manager is authorized to execute a Certificate of Acceptance, in a form substantially in conformance with "Attachment A," to memorialize the acceptance of the project for purposes of Civil Code Section 3086. As is set forth in the form of the Certificate of Acceptance, upon execution thereof, the General Manager is further authorized to cause to be recorded, in the Official Records of each County in which work on the project was performed under contract with the District, a Notice of Completion in accordance with Civil Code Section 3093.

Within 15 days of receipt of written verification from the District Engineer that a project has satisfied the conditions of this Construction Project Acceptance by the General Manager policy described below, the General Manager will either accept the project or refer the project to the Board at the next available opportunity for a decision on acceptance.

Capital Improvement Program (CIP) Construction Projects – Conditions for Acceptance

All of the following conditions must be satisfied for a CIP Construction Project to be considered for acceptance. Within 10 days of completion of all the conditions, the District Engineer shall provide the General Manager written notification with a recommendation to accept the project.

1. The contractor has submitted a written request for final payment and release of all retentions, which request is accompanied by a duly executed conditional waiver and release upon final payment in the then-current statutory form releasing the District from all existing and/or future claims against the District for the work.
2. The contractor has completed all punch list items.
3. The contractor has completed all required submittals.
4. The contractor has provided a warranty bond in conformance with contract requirements.
5. The total amount of final compensation to be paid to the contractor does not exceed the amount authorized by the Board for the construction contract.

Developer Dedicated Construction Projects – Conditions for Acceptance

All of the following conditions must be satisfied for a Developer Dedicated Construction Project to be considered for acceptance. Within 10 days of completion of all the conditions, the District Engineer shall provide the General Manager written notification with a recommendation to accept the project.

1. Work shall be substantially complete and in accordance with the approved plans and the District's *Standard Procedures, Specifications and Drawings for Design and Installation of Potable Water, Recycled Water and Wastewater Utilities* (Standard Specifications), as such Standard Specifications may be amended from time to time. Facilities to be dedicated to the District for operations and maintenance shall be complete and adequately protected.
2. If recycled water is to be used at the project site, recycled water facilities are installed and successfully tested and a recycled water use license shall be in place for the project.
3. If easement(s) or fee interest in land is required for the dedicated facilities, property dedication requirements over facilities to be accepted shall be completed.
4. Maintenance security shall be submitted to the District in the form to guarantee to repair, replace or reconstruct any defective or otherwise unsatisfactory part of the work for a minimum of a one (1) year period from the date of final acceptance by District of the facilities. The maintenance security shall be in the amount of no less than 10% of the estimated cost of the work to be dedicated to the District, and in no case less than an amount recommended by the District Engineer.
5. As determined by the District, the aggregate total of any District project cost associated with the project does not exceed the project cost authorized by the Board.

Attachment A

CERTIFICATE OF ACCEPTANCE

This is to certify that the project specified herein:

[For developer dedicated projects: list project name, description and location of facilities, developer name and address.]

[For CIP projects: list project name and CIP number, description and location of facilities, date of completion, contractor name and address.]

is hereby accepted by the General Manager of Dublin San Ramon Services District (District) on behalf of said District pursuant to authority conferred by Resolution No. 20-10 of the governing Board of the District adopted on May 18, 2010. *[For CIP projects only: The District Secretary is hereby ordered to file a Notice of Completion in the office of the County Recorder within ten (10) days of the date of this acceptance.]*

{Name}
General Manager

Acceptance Date

ATTEST:

{Name}
District Secretary

RESOLUTION NO. 20-10RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING CONSTRUCTION PROJECT ACCEPTANCE BY THE GENERAL MANAGER POLICY

WHEREAS, District Code Sections 6.2.03 and 7.2.06 each include provisions for Board acceptance, subject to receipt of an acceptable warranty and security, of construction projects installed by developers and dedicated to the District for operations and maintenance; and

WHEREAS, current practice has been for the Board to accept developer dedicated construction projects and Capital Improvement Program (CIP) construction projects undertaken under contract with the District, typically projects included in the Capital Improvement Program; and

WHEREAS, the Board wishes to improve customer service and to improve efficiencies in project acceptance; and

WHEREAS, the Board therefore wishes to expressly delegate authority to the General Manager to accept all construction projects for the District; and

WHEREAS, the Board wishes to establish provisions under which construction projects may be accepted to ensure consistency with the District Code and with District issued construction contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, that the Construction Project Acceptance by the General Manager policy, attached hereto as "Exhibit A", is hereby adopted by the Board of Directors of Dublin San Ramon Services District.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public

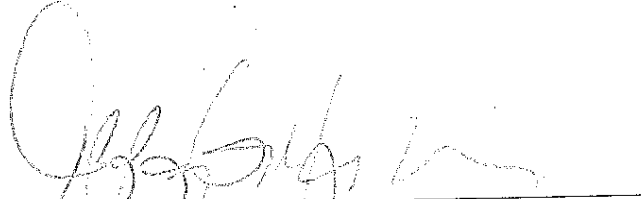
Res. No. 20-10

agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 18th day of May 2010, and passed by the following vote:

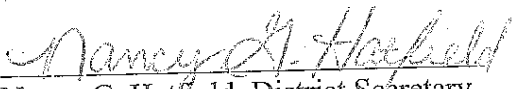
AYES: 5 - Directors Daniel J. Scannell, Georgean M. Vonheeder-Leopold,
Richard M. Halket, D.L.(Pat) Howard, Jeffrey G. Hansen

NOES: 0

ABSENT: 0



Jeffrey G. Hansen, President

ATTEST: 
Nancy G. Hatfield, District Secretary

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY DISTRICT PARTICIPATION IN CHARITABLE EVENTS AND COMMUNITY SERVICE ACTIVITIES AND RESCINDING RESOLUTION NO. 39-06

WHEREAS, on July 1, 2014 the District Board of Directors adopted Resolution No. 38-16 thereby adopting revised Guidelines for Conducting Dublin San Ramon Services District Business (“Guidelines”); and

WHEREAS, Resolution No. 38-16 authorized and directed the General Manager to propose formal revisions to those existing Board policies that are in conflict with the Guidelines; and

WHEREAS, current policy District Participation in Charitable Events and Community Service Activities, last revised by Resolution No. 39-06, contains provisions that is in conflict with the newly revised Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. The revised “District Participation in Charitable Events and Community Service Activities policy, attached hereto as Exhibit “A” be adopted, and
2. Resolution No. 39-06 is hereby Rescinded and attached as Exhibit “B,” and
3. Authorizes the General Manager to make non-substantive editorial changes to the Policy as that document is finalized for posting on the District’s website.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgan M. Vonheeder-Leopold, President

ATTEST: _____
 Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|---|----------------------------|--------------|
| Policy No.: | | Type of Policy: | General |
| Policy Title: | District Participation in Charitable Events and Community Service Activities | | |
| Policy Description: | Establishes criteria for District participation in charitable events and community service activities | | |
| | | | |
| Approval Date: | | Last Review Date: | 2014 |
| Approval Resolution No.: | | Next Review Date: | 2018 |
| | | | |
| Rescinded Resolution No.: | 39-06 | Rescinded Resolution Date: | Sept 5, 2006 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

That the District participate in only those charitable events and community service activities, or projects which are determined to be in the interests of the communities served by the District, in view of its water, wastewater, and recycled water enterprise responsibilities, as well as its environmental stewardship role. Expenditures or commitments of resources by the District (including staff time) shall serve a District purpose, such as furthering its mission, providing publicity for District initiatives, enhancing outreach to the community, or increasing goodwill.

Participation in any such activity must be sponsored by at least one member of the Board of Directors and presented to the Board for approval, or is pre-authorized by the Board by virtue of being included in this Policy and/or included in an approved Operating Budget. At a minimum, any such event shall bear some reasonable connection between it and the mission of the District, which connection shall be stated in the proposal.

The events and activities that are pre-authorized hereby are the following:

1. An event or activity that is directly or indirectly tied to the District or to matters within the jurisdiction of the District, including local, regional, and state events such as a job fair, science fair, a charitable fundraiser sponsored by an utility focused organization such as CASA, ACWA, WEF, etc.;
2. An event or activity that will provide an identifiable and reasonable return to the District in the form of publicity, outreach, or goodwill, in exchange for the District's expenditure of resources (funds, time, facilities, equipment, etc.);

3. Disaster relief assistance to other water or wastewater utilities that results in increasing District staff's knowledge for disaster planning, training, and communications, or that may result in commitments by other utilities to assist the District in the event of a disaster within the District's service area;
4. An event that offers the District the opportunity to distribute District messages related to its mission to the service area (e.g., Day on the Glen Festival, St. Patrick's Day Parade);
5. Use of facilities (as governed by the District Code) by organizations, such as, but not limited to charitable groups, sports organizations, professional organizations, service organizations, scouting organizations;
6. Other charitable fundraising activities that involve raising donations, and include, but are not limited to, the annual United Way fundraising campaign and Daffodil Days (on behalf of the American Cancer Society). Charities must meet IRS rules for non-profit, charitable organizations. To the extent possible, these charities shall benefit the residents of the District's Service Area;
7. Individual charitable or community service activities in which employees voluntarily participate and promote. Any time spent in these efforts must be the employee's time and not during time he or she is paid as a District employee. Individual employees may use District resources on a limited basis to promote legitimate charities in the following ways, without prior approval by the General Manager:
 - Post email messages about the charity in the public folders on Outlook, and/or send information to a limited number of co-workers – the message should make it clear that this is an individual effort, not a District-sponsored activity;
 - Place brochures, fliers, candy for sale, etc. in common employee areas at the District, such as lunchrooms; and,
 - Share information about the activity in a manner that does not interfere with the individual's work or the work of other employees.
8. Individual charitable or community service activities that use additional District resources, such as those listed below, require prior approval from the General Manager or his/her designee:
 - Sending information about the charity by email to "Everyone" or a large number of employees;
 - Spending more than minimal work time organizing or publicizing the charity or activity; and,
 - Arranging for representatives of the charity to present information to employees at a brown-bag session.

The General Manager is hereby authorized and directed to implement this policy, and to present to the Board any proposals that are not pre-authorized by this policy.

RESOLUTION NO. 39-06

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING THE POLICY FOR THE PARTICIPATION OF THE DISTRICT IN CHARITABLE EVENTS AND COMMUNITY SERVICE ACTIVITIES

WHEREAS, Dublin San Ramon Services District has been an integral part of the Dublin and San Ramon communities since 1953 and for approximately the first 30 years of existence, the District was the only form of local government within its current service area; and

WHEREAS, because of this historical background and involvement in the community, the District has developed and continues to benefit from a strong link to the community; and

WHEREAS, the District is periodically requested to participate in various and limited ways (e.g., funds, materials, services, facilities, equipment, resources, and in-kind contributions) in charitable events and community service activities, it is desirable to set forth the guidelines under which the District participates in these activities;

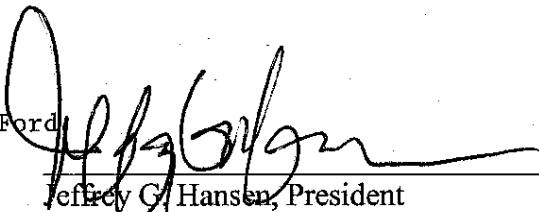
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the Counties of Alameda and Contra Costa, California that the revised District Participation in Charitable Events and Community Service Activities Policy, attached as Exhibit A be adopted; and Resolution No. 41-01 is hereby rescinded, attached as Exhibit B.

ADOPTED by the Board of Directors of the Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 5th day of September 2006, and passed by the following vote:

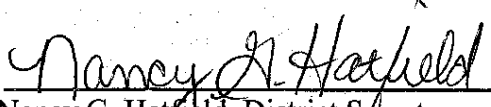
AYES: 4 - Directors Richard M. Halket, Daniel J. Scannell, Dwight L. Howard, Jeffrey G. Hansen

NOES: 0

ABSENT: 1 - Director Thomas W. Ford


Jeffrey G. Hansen, President

ATTEST:


Nancy G. Hatfield, District Secretary

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY AUDITOR SELECTION AND SERVICES AND RESCINDING RESOLUTION NO. 63-08

WHEREAS, on July 1, 2014 the District Board of Directors adopted Resolution No. 38-16 thereby adopting revised Guidelines for Conducting Dublin San Ramon Services District Business (“Guidelines”); and

WHEREAS, Resolution No. 38-16 authorized and directed the General Manager to propose formal revisions to those existing Board policies that are in conflict with the Guidelines; and

WHEREAS, current policy Auditor Selection and Services, last revised by Resolution No. 63-08, contains provisions that are in conflict with the newly revised Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. The revised “Auditor Selection and Services” policy, attached hereto as Exhibit “A” be adopted, and
2. Resolution No. 63-08 is hereby Rescinded and attached as Exhibit “B;” and
3. Authorizes the General Manager to make non-substantive editorial changes to the Policy as that document is finalized for posting on the District’s website.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

ATTEST: _____
 Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------|--|-----------------|---------|
| Policy No.: | | Type of Policy: | Finance |
| Policy Title: | Auditor Selection and Services | | |
| Policy Description: | Establishes Guidelines for Auditor Selection and Scope of Services | | |
| | | | |

| | | | |
|----------------------------------|-------|-----------------------------------|--------------|
| Approval Date: | | Last Review Date: | 2014 |
| Approval Resolution No.: | | Next Review Date: | 2018 |
| | | | |
| Rescinded Resolution No.: | 63-08 | Rescinded Resolution Date: | Nov 18, 2008 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

It is in the District's best interest to obtain auditing services from a highly-qualified firm, and to ensure that there are no financial incentives that would jeopardize that firm from maintaining their independence.

Selection Policy – A full-scale competitive process will be held at least every five years for the selection of the independent auditor. The Financial Services Department is responsible for conducting the interview and selection process and recommending a firm to the Board.

Term of Contract - The initial contract term will be one year with four one-year renewal options. The General Manager has authority to renew the contract unless otherwise instructed by the Board.

Scope of Services - The auditor will perform the annual audit, prepare required tax filings and assist staff in analyzing/implementing accounting pronouncements. The auditor will not be asked to provide services unrelated to financial record keeping and compliance issues.

H:\Board\Policies Current\Auditor Selection and Services.doc

RESOLUTION NO. 63-08

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING THE AUDITOR SELECTION AND SERVICES POLICY AND RESCINDING PREVIOUSLY ADOPTED POLICY

WHEREAS, on April 16, 2002 the Board adopted the Auditor Selection and Services Policy which established guidelines for auditor selection and scope of services; and

WHEREAS, the policy was recently reviewed by the Finance Committee; and

WHEREAS, the Committee is recommending changes to the policy based upon the Government Finance Officers' Association's Best Practices for Audit Procurement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California that the revised Auditor Selection and Services Policy, attached as Exhibit "A" be adopted; and the Auditor Selection and Services Policy is hereby Rescinded, and attached as Exhibit "B."

ADOPTED by the Board of Directors of the Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 18th day of November 2008.

AYES: 5 - Directors Jeffrey G. Hansen, Daniel J. Scannell,
D.L. (Pat) Howard, Thomas W. Ford, Richard M. Halket

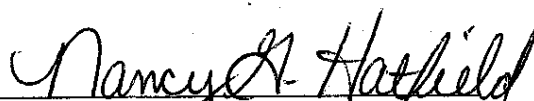
NOES: 0

ABSENT: 0



Richard M. Halket, President

ATTEST:


Nancy G. Hatfield, District Secretary

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY INVESTMENT AND RESCINDING RESOLUTION NO. 15-12

WHEREAS, on July 1, 2014 the District Board of Directors adopted Resolution No. 38-16 thereby adopting revised Guidelines for Conducting Dublin San Ramon Services District Business (“Guidelines”); and

WHEREAS, Resolution No. 38-16 authorized and directed the General Manager to propose formal revisions to those existing Board policies that are in conflict with the Guidelines; and

WHEREAS, current policy Investment, last revised by Resolution No. 15-12, contains provisions that is in conflict with the newly revised Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. The revised “Investment” policy, attached hereto as Exhibit “A” be adopted, and
2. Resolution No. 15-12 is hereby Rescinded and attached as Exhibit “B;” and
3. Authorizes the General Manager to make non-substantive editorial changes to the Policy as that document is finalized for posting on the District’s website.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

ATTEST: _____
 Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|-------------------|----------------------------|-------------|
| Policy No.: | | Type of Policy: | Finance |
| Policy Title: | Investment | | |
| Policy Description: | Investment Policy | | |
| | | | |
| Approval Date: | | Last Review Date: | 2014 |
| Approval Resolution No.: | | Next Review Date: | 2018 |
| | | | |
| Rescinded Resolution No.: | 15-12 | Rescinded Resolution Date: | May 1, 2012 |

It is the Policy of the Board of Directors of Dublin San Ramon Services District:

To invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds as outlined in the attached Investment policy.

Dublin San Ramon Services District Investment Policy

1.0 Policy

It is the policy of Dublin San Ramon Services District (hereafter, the "District") to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2.0 Scope

This investment policy applies to all financial assets of the District under its direct control and authority. It does not cover deferred compensation plan investments, long-term debt proceeds and reserves held by a Trustee and invested pursuant to contractual agreement, or retirement investments held by a trustee (such as CalPERS).

3.0 Prudence

The District operates its investment portfolio under the Prudent Investor Standard (California Government Code Section 53600.3) which states, in essence, that "when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the District, that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District".

This standard shall be applied in the context of managing the overall portfolio. Investment officers, acting in accordance with written procedures and this investment policy and exercising the above standard of diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 Objective

The primary objectives, in priority order, of the District's investment activities shall be:

4.1 Safety: Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the District will diversify its investments by investing among a variety of securities offering independent returns and financial institutions.

4.2 Liquidity: The District's investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated.

4.3 Return on Investments: The District's investment portfolio shall be designed with the objective of attaining a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 Delegation of Authority

Pursuant to Section 53601 of the California Government Code (CGC), the District's Board of Directors has primary responsibility for the investment of all funds in the District treasury. As authorized under Section 53607 of the CGC, the Board hereby delegates its authority to invest or reinvest the funds of the District, and to sell or exchange securities so purchased, to the Treasurer who shall assume full responsibility for all such transactions until such time as this delegation of authority may be revoked by the Board.

The Treasurer shall establish written investment procedures for the operation of the investment program consistent with this policy.

6.0 Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Staff authorized to execute investment transactions shall disclose to the General Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any material personal financial and/or investment positions that could be related to the performance of the District.

7.0 Authorized Financial Dealers and Institutions

The Treasurer will maintain an approved list of financial institutions authorized to provide investment services. In addition, a list will also be maintained for approved or security broker/dealers that are authorized to provide investment services in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state law. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following: a completed broker/dealer questionnaire, audited financial statements and certification of having read the District's investment policy.

Each broker/dealer shall provide an audited financial statement to the Treasurer on an annual basis.

8.0 Authorized and Suitable Investments

The District is empowered by CGC Section 53600 et seq. to invest public monies. Of these investments, the District's Board of Directors authorizes the following investments:

- Bonds issued by the District, when in the best interest of and a prudent investment for the District. [53601(a)]
- United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. [53601(b)]
- Registered state warrants or treasury notes or bonds of this state [53601(c)]
- Registered treasury notes or bonds of any of the other 49 United States in addition to California [53601(d)]
- Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state [53601(e)]
- Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises [53601(f)]
- Negotiable certificates of deposit issued by a nationally or state-chartered bank or a savings association or federal association or a state or federal credit union or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the agency's surplus money [53601(i)]
- Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by a nationally recognized rating service at the time of purchase. Purchases of medium-term notes shall not include other instruments authorized by this section and may not exceed thirty (30) percent of the agency's surplus money which may be invested pursuant to this section. [53601(k)]
- Deposits with bank and savings and loan associations, including certificates of deposit, where the deposits are insured by FDIC (Federal Deposit Insurance Corporation). Deposits in institutions in excess of FDIC insurance shall be fully collateralized as defined in Section 53652 of the CGC.

- The Local Agency Investment Fund (LAIF) established by the California State Treasurer for the benefit of local agencies and identified under the CGC Section 16429.1.
- Shares in California Asset Management Program (CAMP), a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the CGC which invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the CGC, as it may be amended.

9.0 Collateralization

Uninsured time deposits including certificates of deposit with banks and/or savings and loans shall be collateralized in the manner prescribed by law for depositories accepting local agency funds.

10.0 Safekeeping and Custody

All security transactions entered into by the District shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts.

11.0 Diversification

The District will diversify its portfolio by investment type, issuer and maturity dates. Limits, if any, for security types are set forth in Section 8.0 of this document.

12.0 Maximum Maturities

The District will attempt to match its investments with anticipated cash flow requirements. No single investment shall exceed a term of five years except that 10% of the portfolio is deemed the "long-term" portfolio and may be invested with maturities up to seven years.

13.0 Conformance with Policy

At the time of purchase, all permitted investments shall conform in all respects with this Policy. If a percentage restriction is adhered to at the time of purchase, a later increase or decrease in percentage resulting from a change in values or assets will not constitute a violation of that restriction. Furthermore, if a credit rating standard is adhered to at the time of purchase; a later downgrade in credit rating will not constitute a violation of that standard. If securities are downgraded below the minimum acceptable rating levels the Treasurer shall advise the Board of Directors of the change at the next regular meeting, and use his/her best professional judgment concerning the retention of that security in the portfolio.

14.0 Internal Controls

The Treasurer shall establish and implement a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the District.

15.0 Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

16.0 Reporting

The Treasurer shall provide the Board of Directors a quarterly investment report. The report shall include the type of investment, issuer, maturity date, par and cost/book values of all securities, investments and monies held by the District. It shall also include the rate of interest, the current market value as of the report date and the source of the valuation. The report shall state compliance of the portfolio to the Investment Policy as well as the CGC and it shall state the District's ability to meet its estimated expenditures for the next six months.

17.0 Investment Policy Adoption

The District's investment policy shall be adopted by resolution of the District's Board of Directors. The Policy is generally reviewed every four years and any changes recommended by the Finance Committee are presented to the Board of Directors for consideration.

RESOLUTION NO. 15-12RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A REVISED INVESTMENT POLICY AND RESCINDING RESOLUTION NO. 16-08

WHEREAS, on April 15, 2008 the Board adopted an Investment policy which governs the investment of District funds; and

WHEREAS, the policy is revised to allow 10% of the portfolio to be invested up to seven years; and

WHEREAS, investment options and allowed percentages have been added that comply with California Government Code Section 53600 et seq.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the Counties of Alameda and Contra Costa, California as follows:

That the revised Investment policy, attached as Exhibit "A" be adopted; and Resolution No. 16-08 is hereby rescinded and attached as Exhibit "B."

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 1st day of May 2012, and passed by the following vote:


AYES: 4 - Directors D.L. (Pat) Howard, Dawn L. Benson, Georgean M. Vonheeder-Leopold, Richard M. Halket

NOES: 0

ABSENT: 0



Richard M. Halket, President

ATTEST: 
Nancy G. Hatfield, District Secretary

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT REVISING BOARD POLICY NEW-REVISED JOB CLASSIFICATIONS AND SALARY AND RESCINDING RESOLUTION NO. 71-11

WHEREAS, on July 1, 2014 the District Board of Directors adopted Resolution No. 38-16 thereby adopting revised Guidelines for Conducting Dublin San Ramon Services District Business (“Guidelines”); and

WHEREAS, Resolution No. 38-16 authorized and directed the General Manager to propose formal revisions to those existing Board policies that are in conflict with the Guidelines; and

WHEREAS, current policy New Revised Job Classifications Salary, last revised by Resolution No. 71-11, contains provisions that are in conflict with the newly revised Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

1. The revised “New-Revised Job Classifications and Salary” policy, attached hereto as Exhibit “A” be adopted, and
2. Resolution No. 71-11 is hereby Rescinded and attached as Exhibit “B;” and
3. Authorizes the General Manager to make non-substantive editorial changes to the Policy as that document is finalized for posting on the District’s website.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgan M. Vonheeder-Leopold, President

ATTEST: _____
 Nancy G. Hatfield, District Secretary



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|--------------|
| Policy No.: | | Type of Policy: | Personnel |
| Policy Title: | New/Revised Job Classifications and Salary | | |
| Policy Description: | Non-standard job classifications and/or salary requiring Board approval and adoption | | |
| | | | |
| Approval Date: | | Last Review Date: | 2014 |
| Approval Resolution No.: | | Next Review Date: | 2018 |
| | | | |
| Rescinded Resolution No.: | 71-11 | Rescinded Resolution Date: | Nov 15, 2011 |

It is the Policy of the Board of Directors of Dublin San Ramon Services District:

The General Manager may approve new or revised job titles, job definitions, and job duties for all standard job classifications except senior level management. Job titles, job definitions and job duties for all senior management positions shall be presented to the Board by the General Manager for approval and adoption.

For all positions, including senior level management, the General Manager shall present the salary range to be applicable to any new or revised job classification to the Board for approval and adoption. The proposed salary range for a job classification shall be consistent with District compensation structure and/or applicable Memoranda of Understanding (MOU). In the event that an approved salary range for a job classification is determined to be insufficient to recruit a qualified employee due to the unique nature of the job classification and/or due to a difficult labor market and the recommended salary for the job classification is outside the parameters contained in a MOU, the General Manager shall recommend and submit for Board approval a revised monthly salary range which is in best keeping with District practices and priorities. No new or revised salary range shall be applicable to a classification until approved by the Board. Upon approval of any new or revised salary range, the District's salary plan shall be updated in accordance with the District's Salary Plan policy.

RESOLUTION NO. 71-11RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A REVISED NEW/REVISED JOB CLASSIFICATIONS AND SALARY POLICY AND RESCINDING RESOLUTION NO. 17-11

WHEREAS, the New/Revised Job Classifications and Salary policy was adopted by the Board on April 19, 2011; and

WHEREAS, by Resolution No. 17-11 the Board approved a New/Revised Job Classifications and Salary policy and now desires to exercise its authority and revise the policy to make changes as a result of new regulations adopted by the CalPERS Board of Administration on August 19, 2011; and

WHEREAS, the California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule, requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Board desires to authorize the General Manager to approve new or revised job titles, job definitions, and job duties for all standard job classifications, except for senior level management; and

WHEREAS, there are occasions in which the need for the creation of a job classification is not typical for the water/wastewater industry or the District, such as a teacher, and best practices would dictate a careful review and attention paid by the Board on such occasions; and

WHEREAS, the Board desires to maintain its review of all proposed new senior management job classifications, including any proposed revision to a job title, job definition and/or salary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California, as follows:

(1) That the attached policy titled New/Revised Job Classifications and Salary policy, set forth in Exhibit "A" attached hereto and incorporated herein by reference is approved and adopted, and Resolution No. 17-11 is hereby rescinded and attached as Exhibit "B", and the General Manager is hereby authorized and directed to administer and implement said policies as set forth.


(2) That the policy approved and adopted by this resolution shall be periodically reviewed by the Board of Directors, on a schedule to be determined by the General Manager, to ensure consistency with applicable laws and regulations and to ensure the efficient administration of the District's personnel system.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 15th day of November 2011, and passed by the following vote:

AYES: 5 - Directors Richard M. Halket, Georgean M. Vonheeder-Leopold, Dawn L. Benson, Daniel J. Scannell, D. L. (Pat) Howard

NOES: 0

ABSENT: 0


D. L. (Pat) Howard, President

ATTEST: 
Nancy G. Hatfield, District Secretary

“Track Changes” version of each policy with proposed changes:

- 1. P-100-10-1 Casting District Ballots**
- 2. P-100-11-1 Legislative Advocacy**
- 3. P-200-10-2 Construction Project Acceptance by GM**
- 4. P-200-12-1 District Participation in Charitable Events
and Community Service Activities**
- 5. P-400-12-1 Auditor Selection and Services**
- 6. P-400-12-2 Investment**
- 7. P-700-11-20 New-Revised Job Classification and Salary**



1. Proposed Track Changes

POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|---|----------------------------|----------------|
| Policy No.: | P100-10-1 | Type of Policy: | Board Business |
| Policy Title: | Casting District Ballots | | |
| Policy Description: | Election of officers and other matters in organizations of which the District is a member | | |
| | | | |
| Approval Date: | May 16, 2006 | Last Review Date: | 2010 |
| Approval Resolution No.: | 19-06 | Next Review Date: | 2014 |
| | | | |
| Rescinded Resolution No.: | 35-01 | Rescinded Resolution Date: | Oct 10, 2001 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

That the District actively participate in the governance of those organizations in which the District is a member (including but not limited to ACWA, CASA, Alameda County Special District Association, CSDA, East Bay Alliance for Development, etc.) doing so in a manner that protects and furthers the interests of the District and its rate payers and further that this is done in a way that provides appropriate opportunity for public debate of matters of substance related to the governance of those organizations while at the same time streamlining the administration of this effort.

Accordingly, when organizations in which the District is a member solicit the District's vote the matter shall be processed as follows:

For matters that are **Non-Substantial**¹ the General Manager shall make a tentative decision as how to cast the District's vote. The General Manager shall inform the Board of his intentions on the matter. If any Boardmember objects to the General Manager's tentative decision, they shall inform the General Manager of their objection and their reasons for doing so within 72 hours of being informed by the General Manager. If no Boardmember so objects, the General Manager's tentative decision shall be considered the position of the District on the matter. If at least two Boardmembers so object, the matter shall be considered "Substantial" and be processed as described below.

Deleted: any

Deleted: s

¹ Non-substantial matters are those items dealing with the routine running of the business of an organization. They include, but are not limited to matters such as changes to by-laws (excepting those changes to by-laws involving general eligibility for membership), 10% or less increase in dues, and uncontested elections (i.e. number of candidates equals the number of seats in the election).

Substantial² matters shall be placed on the consent calendar of the Board with the General Manager's recommendation. If the timing of the election is such Board consideration provides insufficient time for action at the next regularly scheduled Board meeting then the General Manager shall notify the Board of Directors of his tentative decision so as to provide time for a Boardmember to object if they so desire. If any Boardmember objects to the General Manager's tentative decision, that Boardmember shall raise their objection and their reasons for doing so before the end of the ensuing business day of so being informed by the General Manager. If not more than two Boardmembers so object, the General Manager's tentative decision shall be considered the position of the District on the matter. If at least two Boardmembers object, a Special Board meeting shall be scheduled if possible for Board consideration.

Highly Relevant³ matters shall be placed on the Board Business portion of the agenda for a determination of the District's position.

Authorization and Direction In all cases (non-substantial, substantial and highly relevant), once a decision is made in accordance with this policy, the General Manager is authorized and directed to cast the District's vote in accordance with that decision unless the by-laws of that organization require a person other than the General Manager to cast the vote, in which case by this policy the person so required by the organization is authorized and directed to do so.

General If the timing of the election in any organization is such that the process outlined herein cannot be followed because regular or special Board meetings cannot be scheduled in a timely manner, the General Manager is authorized and directed to cast the District's vote in a manner which the General Manager believes is in the District's best interest. In those cases the General Manager shall report his action to the Board of Directors at the next Board meeting.

Deleted: referred to the DSRSD Board committee whose Charter is most closely aligned with the mission and purpose of the organization as determined by the General Manager. That committee shall make a tentative decision as how to cast the District's vote. The committee's tentative decision shall normally be documented in that committee's meeting minutes. If the timing of the election is such that documenting the committee's tentative decision in that committee's minutes provides insufficient time for a Boardmember to object then the General Manager shall notify the Board of Directors of the committee's tentative decision so as to provide time for a Boardmember to object if they so desire. If any Boardmember not on the committee objects to the committee's tentative decision, that Boardmember shall raise their objection and their reasons for doing so at the Board meeting at which the committee minutes are presented or within 72 hours of so being informed by the General Manager. If no Boardmember so objects, the committee's tentative decision shall be considered the position of the District on the matter. If any non-committee Boardmember objects, the matter shall be considered "Highly Relevant" and be processed as described below.

Deleted: referred to the Board of Directors

Deleted: (and in the case of a committee or Board decision directed)

Deleted: ommittee

Deleted: and/or

Deleted: If the matter has been reviewed by a committee, the General Manager is authorized and directed to cast the District's vote as determined by the committee.

² Substantial matters include but are not limited to changes to the governance structure of the organization (i.e., changes in the number of governing Board seats or the make-up of the governing Board) or changes in by-laws affecting membership in general, dues increases greater than 10%, contested elections (i.e., the number of candidates exceeds the number of available seats) and any non-substantial matter on which at least two Boardmembers duly raise an objection to the General Manager's tentative decision.

³ Highly Relevant matters include any membership matter that would terminate the District's membership, any contested election for which a member of the District's Board of Directors is a candidate.

Deleted: a

Deleted: s

Deleted: and any substantial matter on which a District committee's proposed action is objected to by a non-committee Boardmember

DSRSD Policy

Page 3 of 3

Policy No.: P100-10-1

Policy Title: Casting District Ballots

H:\Board\Policies Current\Casting District Ballots.doc



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|----------------|
| Policy No.: | P100-11-1 | Type of Policy: | Board Business |
| Policy Title: | Legislative Advocacy | | |
| Policy Description: | Taking Positions on Federal and State Legislation and City and County Ordinances | | |
| | | | |
| Approval Date: | Nov 18, 2003 | Last Review Date: | 2011 |
| Approval Resolution No.: | 55-03 | Next Review Date: | 2015 |
| | | | |
| Rescinded Resolution No.: | N/A | Rescinded Resolution Date: | N/A |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

It is the policy of the District to take positions, when appropriate, on Legislation and furthermore that the District's position on Legislation shall be developed in accordance with the procedures set forth below.

In furtherance of the above policy the following process shall be used to determine when and how the District will take a position on Legislation:

1. The General Manager shall periodically review pending Legislation and assess its applicability to the District. The General Manager shall take advantage of the District's membership in CASA, ACWA, WaterReuse, CSDA, AWWA, WEF and the Chambers to become aware of Legislation which may be applicable to the District. The General Manager may also use other resources and sources of information to become aware of Legislation which may be applicable to the District.
2. The General Manager shall characterize applicable Legislation as either having direct and significant bearing on the District, being of only general interest and applicability to the District, or of having no interest or applicability to the District.
3. If Legislation has a direct and significant bearing on the District, the General Manager shall present the Legislation to the Board, along with a recommendation from the General Manager for the position to be taken by the District and for the manner in which the District will express that position.
4. If Legislation is of only general interest and applicability to the District, and a position has been taken on the legislation by one of the organizations in which the District is a member such as but not limited

Deleted: Committee whose work most closely aligns with the subject of the Legislation

to CASA, ACWA, WateReuse, etc. ("Member Organization") and that Member Organization requests that the District take action advocating its position, the General Manager may, in consideration of the need for the District to actually take a position on the Legislation given the District's interest, and in further consideration of available District resources, take the position advocated by the Member Organization on behalf of the District. If the General Manager does so a summary of the actions taken and the correspondence sent in support of positions taken by a Member Organization shall be communicated to the Board of Directors as soon as practical.

5. 6. ~~If legislation has a direct and significant bearing on the District the District's~~ Board of Directors, in consideration of the ~~General Manager's~~ recommendation, shall determine the position to be taken by the District and the manner in which the District will express that position.

7. If, in the General Manager's opinion, it becomes necessary for the District to express its position on ~~direct and significant~~ Legislation, and if there is insufficient time for the procedures set forth herein to be followed, the General Manager shall draft a letter stating the District's position on the Legislation and circulate said letter to all Board Members requesting comment ~~before the end of the ensuing business day.~~ In the event that ~~at least two~~ Board Members object to the position proposed by the General Manager, a special meeting of the Board ~~of Directors~~ shall be scheduled to review the position proposed by the General Manager. In those very rare instances that the General Manager determines that it is critical for the District to take a position on Legislation and there is insufficient time in which to either circulate a draft letter as above and/or to schedule a special meeting of the Board ~~as described~~ herein, the General Manager is hereby authorized to state a position of the District that he/she believes to be in the overall best interests of the District after due consideration of input he or she may have received from any Board Member, and is hereby directed to notify all members of the Board of Directors of his or her actions as soon as practicable.

8. If the District takes a position on Legislation, it shall be one of the following positions which positions shall have the meaning described:

- | | |
|---------------------------|--|
| A. Support: | The Legislation if passed will have a direct, significant and positive effect on the District |
| B. Support if Amended: | The Legislation, if amended to address specific shortcomings identified by the District, will have a direct, significant and positive effect on the District. |
| C. Neutral: | The Legislation does not have a direct, significant and positive or detrimental effect on the District. The District may identify its position as neutral if asked. |
| D. Oppose Unless Amended: | The Legislation, unless amended to address specific shortcomings identified by the District, will have a direct, significant and detrimental effect on the District. |

Deleted: When Legislation is presented to a Board Committee, that Committee shall review the Legislation along with the recommendation of the General Manager, and refer it to the Board of Directors with the Committee's recommendation for the position to be taken by the District and for the manner in which the District will express that position.¶

Deleted: The

Deleted: Committee's

Deleted: applicable

Deleted: within 24 hours

Deleted: any

Deleted: s

Deleted: Committee whose work most closely aligns with the subject of the Legislation

Deleted: within 48 hours

Deleted: Committee

DSRSD Policy

Page 3 of 3

Policy No.: P100-11-1

Policy Title: Legislative Advocacy

E. Oppose: The Legislation if passed will have a direct, significant and detrimental effect on the District.

9. Allowable actions for expressing a position other than neutral include sending letters to legislators and others, contacting legislators, offering direct testimony, and/or similar efforts in support of the District's taken position.

H:\Board\Policies Current\Leg Advocacy .doc



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|---------|
| Policy No.: | P200-10-2 | Type of Policy: | General |
| Policy Title: | Construction Project Acceptance by the General Manager | | |
| Policy Description: | Allows the General Manager to accept construction projects | | |
| | | | |
| Approval Date: | May 18, 2010 | Last Review Date: | 2010 |
| Approval Resolution No.: | 20-10 | Next Review Date: | 2014 |
| | | | |
| Rescinded Resolution No.: | N/A | Rescinded Resolution Date: | N/A |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

Upon determining that a particular project has satisfied the provisions of this Construction Project Acceptance policy, the General Manager is authorized and may accept Capital Improvement Program (CIP) construction projects and developer dedicated construction projects in accordance with this policy. Further, the General Manager is authorized to execute a Certificate of Acceptance, in a form substantially in conformance with "Attachment A," to memorialize the acceptance of the project for purposes of Civil Code Section 3086. As is set forth in the form of the Certificate of Acceptance, upon execution thereof, the General Manager is further authorized to cause to be recorded, in the Official Records of each County in which work on the project was performed under contract with the District, a Notice of Completion in accordance with Civil Code Section 3093.

Within 15 days of receipt of written verification from the District Engineer that a project has satisfied the conditions of this Construction Project Acceptance by the General Manager policy described below, the General Manager will either accept the project or refer the project to the Board, at the next available opportunity for a decision on acceptance.

Deleted: appropriate

Deleted: Committee and/or the Board

Capital Improvement Program (CIP) Construction Projects – Conditions for Acceptance

All of the following conditions must be satisfied for a CIP Construction Project to be considered for acceptance. Within 10 days of completion of all the conditions, the District Engineer shall provide the General Manager written notification with a recommendation to accept the project.

DSRSD Policy

Page 2 of 3

Policy No.: P200-10-2

Policy Title: Construction Project Acceptance by the General Manager

1. The contractor has submitted a written request for final payment and release of all retentions, which request is accompanied by a duly executed conditional waiver and release upon final payment in the then-current statutory form releasing the District from all existing and/or future claims against the District for the work.
2. The contractor has completed all punch list items.
3. The contractor has completed all required submittals.
4. The contractor has provided a warranty bond in conformance with contract requirements.
5. The total amount of final compensation to be paid to the contractor does not exceed the amount authorized by the Board for the construction contract.

Developer Dedicated Construction Projects – Conditions for Acceptance

All of the following conditions must be satisfied for a Developer Dedicated Construction Project to be considered for acceptance. Within 10 days of completion of all the conditions, the District Engineer shall provide the General Manager written notification with a recommendation to accept the project.

1. Work shall be substantially complete and in accordance with the approved plans and the District's *Standard Procedures, Specifications and Drawings for Design and Installation of Potable Water, Recycled Water and Wastewater Utilities* (Standard Specifications), as such Standard Specifications may be amended from time to time. Facilities to be dedicated to the District for operations and maintenance shall be complete and adequately protected.
2. If recycled water is to be used at the project site, recycled water facilities are installed and successfully tested and a recycled water use license shall be in place for the project.
3. If easement(s) or fee interest in land is required for the dedicated facilities, property dedication requirements over facilities to be accepted shall be completed.
4. Maintenance security shall be submitted to the District in the form to guarantee to repair, replace or reconstruct any defective or otherwise unsatisfactory part of the work for a minimum of a one (1) year period from the date of final acceptance by District of the facilities. The maintenance security shall be in the amount of no less than 10% of the estimated cost of the work to be dedicated to the District, and in no case less than an amount recommended by the District Engineer.
5. As determined by the District, the aggregate total of any District project cost associated with the project does not exceed the project cost authorized by the Board.

Attachment A

CERTIFICATE OF ACCEPTANCE

This is to certify that the project specified herein:

[For developer dedicated projects: list project name, description and location of facilities, developer name and address.]

[For CIP projects: list project name and CIP number, description and location of facilities, date of completion, contractor name and address.]

is hereby accepted by the General Manager of Dublin San Ramon Services District (District) on behalf of said District pursuant to authority conferred by Resolution No. 20-10 of the governing Board of the District adopted on May 18, 2010. *[For CIP projects only: The District Secretary is hereby ordered to file a Notice of Completion in the office of the County Recorder within ten (10) days of the date of this acceptance.]*

{Name}
General Manager

Acceptance Date

ATTEST:

{Name}
District Secretary



4. Proposed Track Changes

POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|---|----------------------------|-------------|
| Policy No.: | P200-10-1 | Type of Policy: | General |
| Policy Title: | District Participation in Charitable Events and Community Service Activities | | |
| Policy Description: | Establishes criteria for District participation in charitable events and community service activities | | |
| | | | |
| Approval Date: | Sept 5, 2006 | Last Review Date: | 2010 |
| Approval Resolution No.: | 39-06 | Next Review Date: | 2014 |
| | | | |
| Rescinded Resolution No.: | 41-01 | Rescinded Resolution Date: | Nov 6, 2001 |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

That the District participate in only those charitable events and community service activities, or projects which are determined to be in the interests of the communities served by the District, in view of its water, wastewater, and recycled water enterprise responsibilities, as well as its environmental stewardship role. Expenditures or commitments of resources by the District (including staff time) shall serve a District purpose, such as furthering its mission, providing publicity for District initiatives, enhancing outreach to the community, or increasing goodwill.

Participation in any such activity must be sponsored by at least one member of the Board of Directors and presented to the Board for approval, or is pre-authorized by the Board by virtue of being included in this Policy and/or included in an approved Operating Budget. At a minimum, any such event shall bear some reasonable connection between it and the mission of the District, which connection shall be stated in the proposal.

The events and activities that are pre-authorized hereby are the following:

1. An event or activity that is directly or indirectly tied to the District or to matters within the jurisdiction of the District, including local, regional, and state events such as a job fair, science fair, a charitable fundraiser sponsored by an utility focused organization such as CASA, ACWA, WEF, etc.;
2. An event or activity that will provide an identifiable and reasonable return to the District in the form of publicity, outreach, or goodwill, in exchange for the District's expenditure of resources (funds, time, facilities, equipment, etc.);

Deleted: appropriate Committee for review and referred to the full

Deleted: the current

Deleted: e.g., purchasing student art at the annual Dublin Partners in Education auction that can be displayed in District facilities;

DSRSD Policy

Page 2 of 2

Policy No.: P200-10-1

Policy Title: District Participation in Charitable Events and Community Service Activities

3. Disaster relief assistance to other water or wastewater utilities that results in increasing District staff's knowledge for disaster planning, training, and communications, or that may result in commitments by other utilities to assist the District in the event of a disaster within the District's service area;
4. An event that offers the District the opportunity to distribute District messages related to its mission to the service area (e.g., Day on the Glen Festival, St. Patrick's Day Parade);
5. Use of facilities (as governed by the District Code) by organizations, such as, but not limited to charitable groups, sports organizations, professional organizations, service organizations, scouting organizations;
6. Other charitable fundraising activities that involve raising donations, and include, but are not limited to, the annual United Way fundraising campaign and Daffodil Days (on behalf of the American Cancer Society). Charities must meet IRS rules for non-profit, charitable organizations. To the extent possible, these charities shall benefit the residents of the District's Service Area;
7. Individual charitable or community service activities in which employees voluntarily participate and promote. Any time spent in these efforts must be the employee's time and not during time he or she is paid as a District employee. Individual employees may use District resources on a limited basis to promote legitimate charities in the following ways, without prior approval by the General Manager:
 - Post email messages about the charity in the public folders on Outlook, and/or send information to a limited number of co-workers – the message should make it clear that this is an individual effort, not a District-sponsored activity;
 - Place brochures, fliers, candy for sale, etc. in common employee areas at the District, such as lunchrooms; and,
 - Share information about the activity in a manner that does not interfere with the individual's work or the work of other employees.
8. Individual charitable or community service activities that use additional District resources, such as those listed below, require prior approval from the General Manager or his/her designee:
 - Sending information about the charity by email to "Everyone" or a large number of employees;
 - Spending more than minimal work time organizing or publicizing the charity or activity; and,
 - Arranging for representatives of the charity to present information to employees at a brown-bag session.

The General Manager is hereby authorized and directed to implement this policy, and to present to the Board any proposals that are not pre-authorized by this policy.



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|---------|
| Policy No.: | P400-12-1 | Type of Policy: | Finance |
| Policy Title: | Auditor Selection and Services | | |
| Policy Description: | Establishes Guidelines for Auditor Selection and Scope of Services | | |
| | | | |
| Approval Date: | Nov 18, 2008 | Last Review Date: | 2012 |
| Approval Resolution No.: | 63-08 | Next Review Date: | 2016 |
| | | | |
| Rescinded Resolution No.: | N/A | Rescinded Resolution Date: | N/A |

It is the policy of the Board of Directors of Dublin San Ramon Services District:

It is in the District's best interest to obtain auditing services from a highly-qualified firm, and to ensure that there are no financial incentives that would jeopardize that firm from maintaining their independence.

Selection Policy – A full-scale competitive process will be held at least every five years for the selection of the independent auditor. The Financial Services Department is responsible for conducting the interview and selection process and recommending a firm to the Board.

Term of Contract - The initial contract term will be one year with four one-year renewal options. The General Manager has authority to renew the contract unless otherwise instructed by the Board.

Scope of Services - The auditor will perform the annual audit, prepare required tax filings and assist staff in analyzing/implementing accounting pronouncements. The auditor will not be asked to provide services unrelated to financial record keeping and compliance issues.

H:\Board\Policies Current\Auditor Selection and Services.doc

Deleted: the Finance Committee for referral to



6. Proposed Track Changes

Formatted: Right

Formatted: Different first page header

POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|-------------------|----------------------------|----------------|
| Policy No.: | P400-12-2 | Type of Policy: | Finance |
| Policy Title: | Investment | | |
| Policy Description: | Investment Policy | | |
| | | | |
| Approval Date: | May 1, 2012 | Last Review Date: | 2012 |
| Approval Resolution No.: | 15-12 | Next Review Date: | 2016 |
| | | | |
| Rescinded Resolution No.: | 16-08 | Rescinded Resolution Date: | April 15, 2008 |

It is the Policy of the Board of Directors of Dublin San Ramon Services District:

To invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds as outlined in the attached Investment policy.

Dublin San Ramon Services District Investment Policy

1.0 Policy

It is the policy of Dublin San Ramon Services District (hereafter, the "District") to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the entity and conforming to all state and local statutes governing the investment of public funds.

2.0 Scope

This investment policy applies to all financial assets of the District under its direct control and authority. It does not cover deferred compensation plan investments, long-term debt proceeds and reserves held by a Trustee and invested pursuant to contractual agreement, or retirement investments held by a trustee (such as CalPERS).

3.0 Prudence

The District operates its investment portfolio under the Prudent Investor Standard (California Government Code Section 53600.3) which states, in essence, that "when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the District, that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the District".

This standard shall be applied in the context of managing the overall portfolio. Investment officers, acting in accordance with written procedures and this investment policy and exercising the above standard of diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 Objective

The primary objectives, in priority order, of the District's investment activities shall be:

4.1 Safety: Safety of principal is the foremost objective of the investment program. Investments of the District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the District will diversify its investments by investing among a variety of securities offering independent returns and financial institutions.

4.2 Liquidity: The District's investment portfolio will remain sufficiently liquid to enable the District to meet all operating requirements which might be reasonably anticipated.

4.3 Return on Investments: The District's investment portfolio shall be designed with the objective of attaining a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

5.0 Delegation of Authority

Pursuant to Section 53601 of the California Government Code (CGC), the District's Board of Directors has primary responsibility for the investment of all funds in the District treasury. As authorized under Section 53607 of the CGC, the Board hereby delegates its authority to invest or reinvest the funds of the District, and to sell or exchange securities so purchased, to the Treasurer who shall assume full responsibility for all such transactions until such time as this delegation of authority may be revoked by the Board.

The Treasurer shall establish written investment procedures for the operation of the investment program consistent with this policy.

6.0 Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Staff authorized to execute investment transactions shall disclose to the General Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they shall further disclose any material personal financial and/or investment positions that could be related to the performance of the District.

7.0 Authorized Financial Dealers and Institutions

The Treasurer will maintain an approved list of financial institutions authorized to provide investment services. In addition, a list will also be maintained for approved or security broker/dealers that are authorized to provide investment services in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). No public deposit shall be made except in a qualified public depository as established by state law. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Treasurer with the following: a completed broker/dealer questionnaire, audited financial statements and certification of having read the District's investment policy.

Each broker/dealer shall provide an audited financial statement to the Treasurer on an annual basis.

8.0 Authorized and Suitable Investments

The District is empowered by CGC Section 53600 et seq. to invest public monies. Of these investments, the District's Board of Directors authorizes the following investments:

- Bonds issued by the District, when in the best interest of and a prudent investment for the District. [53601(a)]
- United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest. [53601(b)]
- Registered state warrants or treasury notes or bonds of this state [53601(c)]
- Registered treasury notes or bonds of any of the other 49 United States in addition to California [53601(d)]
- Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state [53601(e)]
- Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises [53601(f)]
- Negotiable certificates of deposit issued by a nationally or state-chartered bank or a savings association or federal association or a state or federal credit union or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed 30 percent of the agency's surplus money [53601(i)]
- Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated "A" or better by a nationally recognized rating service at the time of purchase. Purchases of medium-term notes shall not include other instruments authorized by this section and may not exceed thirty (30) percent of the agency's surplus money which may be invested pursuant to this section. [53601(k)]
- Deposits with bank and savings and loan associations, including certificates of deposit, where the deposits are insured by FDIC (Federal Deposit Insurance Corporation). Deposits in institutions in excess of FDIC insurance shall be fully collateralized as defined in Section 53652 of the CGC.

Formatted: Right

- The Local Agency Investment Fund (LAIF) established by the California State Treasurer for the benefit of local agencies and identified under the CGC Section 16429.1.
- Shares in California Asset Management Program (CAMP), a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the CGC which invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the CGC, as it may be amended.

9.0 Collateralization

Uninsured time deposits including certificates of deposit with banks and/or savings and loans shall be collateralized in the manner prescribed by law for depositories accepting local agency funds.

10.0 Safekeeping and Custody

All security transactions entered into by the District shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts.

11.0 Diversification

The District will diversify its portfolio by investment type, issuer and maturity dates. Limits, if any, for security types are set forth in Section 8.0 of this document.

12.0 Maximum Maturities

The District will attempt to match its investments with anticipated cash flow requirements. No single investment shall exceed a term of five years except that 10% of the portfolio is deemed the "long-term" portfolio and may be invested with maturities up to seven years.

13.0 Conformance with Policy

At the time of purchase, all permitted investments shall conform in all respects with this Policy. If a percentage restriction is adhered to at the time of purchase, a later increase or decrease in percentage resulting from a change in values or assets will not constitute a violation of that restriction. Furthermore, if a credit rating standard is adhered to at the time of purchase; a later downgrade in credit rating will not constitute a violation of that standard. If securities are downgraded below the minimum acceptable rating levels the Treasurer shall advise the Board of Directors of the change at the next regular meeting, and use his/her best professional judgment concerning the retention of that security in the portfolio.

Deleted: Finance Committee

14.0 Internal Controls

The Treasurer shall establish and implement a system of internal controls, which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the District.

15.0 Performance Standards

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs.

16.0 Reporting

The Treasurer shall provide the Board of Directors a quarterly investment report. The report shall include the type of investment, issuer, maturity date, par and cost/book values of all securities, investments and monies held by the District. It shall also include the rate of interest, the current market value as of the report date and the source of the valuation. The report shall state compliance of the portfolio to the Investment Policy as well as the CGC and it shall state the District's ability to meet its estimated expenditures for the next six months.

17.0 Investment Policy Adoption

The District's investment policy shall be adopted by resolution of the District's Board of Directors. The Policy is generally reviewed every four years and any changes recommended by the Finance Committee are presented to the Board of Directors for consideration.



POLICY

Dublin San Ramon Services District

| | | | |
|---------------------------|--|----------------------------|----------------|
| Policy No.: | P700-11-20 | Type of Policy: | Personnel |
| Policy Title: | New/Revised Job Classifications and Salary | | |
| Policy Description: | Non-standard job classifications and/or salary requiring Board approval and adoption | | |
| | | | |
| Approval Date: | Nov 15, 2011 | Last Review Date: | 2011 |
| Approval Resolution No.: | 71-11 | Next Review Date: | 2015 |
| | | | |
| Rescinded Resolution No.: | 17-11 | Rescinded Resolution Date: | April 19, 2011 |

It is the Policy of the Board of Directors of Dublin San Ramon Services District:

The General Manager may approve new or revised job titles, job definitions, and job duties for all standard job classifications except senior level management. Job titles, job definitions and job duties for all senior management positions shall be presented to the Board by the General Manager for approval and adoption.

For all positions, including senior level management, the General Manager shall present the salary range to be applicable to any new or revised job classification to the Board for approval and adoption. The proposed salary range for a job classification shall be consistent with District compensation structure and/or applicable Memoranda of Understanding (MOU). In the event that an approved salary range for a job classification is determined to be insufficient to recruit a qualified employee due to the unique nature of the job classification and/or due to a difficult labor market and the recommended salary for the job classification is outside the parameters contained in a MOU, the General Manager shall recommend and submit for Board approval a revised monthly salary range which is in best keeping with District practices and priorities. No new or revised salary range shall be applicable to a classification until approved by the Board. Upon approval of any new or revised salary range, the District's salary plan shall be updated in accordance with the District's Salary Plan policy.

Deleted: Job classifications and proposed salary ranges for job classes not typical of a Water/Wastewater District (e.g. Teacher) shall be submitted by the General Manager to the appropriate Board Committee for review and recommendation prior to referral to the Board for approval and adoption.¶



| | | |
|---|---------------------------------------|--|
| Reference General Manager | Type of Action Approve Amendment | Board Meeting of August 19, 2014 |
| Subject Approve Amendment No. 8 to Agreement of February 8, 2002 with Bold, Polisner, Maddow, Nelson & Judson - District General Counsel | | |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input checked="" type="checkbox"/> Resolution |
| | | <input type="checkbox"/> Ordinance |
| | | <input type="checkbox"/> Informational |
| | | <input type="checkbox"/> Other |
| REPORT: | <input type="checkbox"/> Verbal | <input type="checkbox"/> Presentation |
| | | <input checked="" type="checkbox"/> Staff |
| | | B. Michalczyk |
| | | <input type="checkbox"/> Board Member |

Recommendation:

The General Manager recommends that the Board of Directors approve, by Resolution, Amendment No. 8 to the Agreement with Bold, Polisner, Maddow, Nelson & Judson (BPMNJ) for services of District General Counsel.

Summary:

The District retained BPMNJ to act as General Counsel for the District on February 8, 2002. A compensation schedule ("Exhibit B" to that particular agreement) specifies the billing rates for staff provided by BPMNJ. The proposed rates would remain in place for 24 months - through June 30, 2016.

Since then, the District has annually evaluated the performance of BPMNJ, most recently in July 2014. The District remains very satisfied with the services of BPMNJ. In recognition of the good service provided by BPMNJ and the increased cost of doing business since the last amendment was executed, various adjustments to the currently effective hourly rate schedule would be approved by this Amendment No. 8.

The average hourly rate adjustment is \$8.58 per hour, which will represent an increase in billings of \$4,741 (3.7%) if the same number of hours were to be billed in FYE 2015 as were billed in FYE 2014. An analysis of their fee proposal is presented in Attachment 1.

| Committee Review | | | Legal Review | Staff Review | | |
|---|--|-------------------------------------|---|------------------------------------|-------------------------|-------------|
| COMMITTEE --- | DATE -- | RECOMMENDATION --- | Yes | ORIGINATOR B. Michalczyk | DEPARTMENT Executive | REVIEWED BY |
| ATTACHMENTS <input type="checkbox"/> None | | | | | | |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$4,741 | <input type="checkbox"/> Funding Source A. As Charged for each assignment; For general work Fund 900 B. | | Attachments to S&R 1. Analysis of Fee Proposal 2. 3. | | | |

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT AUTHORIZING AMENDMENT NO. 8 TO THE AGREEMENT BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT AND BOLD, POLISNER, MADDOW, NELSON & JUDSON

WHEREAS, on February 8, 2002 the District entered into an agreement with Bold, Polisner, Maddow, Nelson & Judson (BPMNJ) as General Counsel for the District; and

WHEREAS, on November 13, 2003 the District and BPMNJ entered into the first amendment to the agreement; and

WHEREAS, on April 25, 2005 the District and BPMNJ entered into the second amendment to the agreement; and

WHEREAS, on September 15, 2006 the District and BPMNJ entered into the third amendment to the agreement; and

WHEREAS, on September 12, 2008 the District and BPMNJ entered into the fourth amendment to the agreement wherein BPMNJ voluntarily reduced their hourly rates in 2009; and

WHEREAS, on July 1, 2011 the District and BPMNJ entered into the fifth amendment to the agreement; and

WHEREAS, on July 1, 2012 the District and BPMNJ entered into the sixth amendment to the agreement; and

WHEREAS, on July 1, 2013 the District and BPMNJ entered into the seventh amendment to the agreement; and

WHEREAS, the District annually evaluates the services of BPMNJ, and most recently did so during July 2014; and

WHEREAS, the District remains very satisfied with the performance of BPMNJ; and

WHEREAS, the District Board finds that the proposed hourly rates remain cost-effective and comparable to the cost of legal services provided by other local agencies.

Res. No. _____

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California, that Amendment No. 8 (Exhibit "A") to the February 8, 2002 agreement with Bold, Polisner, Maddow, Nelson & Judson, is hereby approved.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold President

ATTEST: _____
Nancy G. Hatfield, District Secretary

EIGHTH AMENDMENT TO AGREEMENT
FOR GENERAL COUNSEL SERVICES WITH
BOLD, POLISNER, MADDOW, NELSON & JUDSON

THIS EIGHTH AMENDMENT to the Agreement for General Counsel Services is made and entered into as of the first day of July, 2014, by and between Dublin San Ramon Services District, a public agency in the Counties of Alameda and Contra Costa, California, (“District”) and Bold, Polisner, Maddow, Nelson & Judson, a professional corporation (“General Counsel”)

WITNESSETH:

WHEREAS, on February 8, 2002 the District retained the services of Bold, Polisner, Maddow, Nelson & Judson as General Counsel for the District; and

WHEREAS, on November 13, 2003 the District and BPMNJ entered into the first amendment to the agreement, on April 25, 2005 entered into the second amendment to the agreement; on September 15, 2006 entered into the third amendment to the agreement; on September 12, 2008 entered into the fourth amendment to the agreement; on July 1, 2011 entered into the fifth amendment to the agreement; on July 1, 2012 entered into the sixth amendment to the agreement; and on July 1, 2013 entered into the seventh amendment to the agreement; and

WHEREAS, the District annually evaluates the services of General Counsel, and most recently did so in July 2014; and

WHEREAS, the District remains very satisfied with the performance of General Counsel; and

WHEREAS, the General Counsel has requested an adjustment to the hourly rates for the services provided; and

WHEREAS the District finds that the proposed hourly rates are cost-effective and comparable to the cost of legal services provided by other local agencies.

NOW, THEREFORE, the parties hereto agree as follows:

1. Article 1: Exhibit “B” to the February 8, 2002 Agreement between the District and General Counsel, as previously revised by Amendments Nos. 1, 2, 3, 4, 5, 6 and 7 is hereby replaced in its entirety to read as follows:

“Exhibit B. COMPENSATION SCHEDULE These rates are all-inclusive, except as noted. These rates shall be effective on July 1, 2014 and shall remain effective until June 30, 2016.

General Counsel's Personnel: Hourly Rates:

| | |
|---|-----------|
| Robert B. Maddow | \$250 |
| Carl P.A. Nelson | \$240 |
| Craig L. Judson | \$240 |
| Douglas E. Coty | \$240 |
| Ari J. Lauer | \$240 |
| Sharon Nagle | \$240 |
| Michael Nelson | \$220 |
| Paralegal | \$125 |
| Interns | \$120 |
| Contract counsel (varies ¹) | As Agreed |

General Counsel may add a \$25.00 per hour litigation surcharge on a case-by-case basis to work done for actual litigation activities from initial pleadings through final disposition of each case. For the purpose of billing, this shall mean those services provided in the defense or prosecution of actual filed legal proceedings.

(¹ General Counsel shall not assign work on any District matter to any attorney not listed above or consented to in accordance with Section 1 of this Agreement.)

General Counsel may add an administrative cost of up to 5.0% on the total amount of each invoice received from subcontractors hired by DSRSD through General Counsel. This amount represents full compensation to General Counsel for the detailed handling of agreements, management of accounts receivable and payable and the maintenance of special files and ledger sheets related to such payments.

District will reimburse General Counsel for one attorney's registration for CASA Attorneys Committee meetings (currently \$100 per meeting), and for actual travel expenses to and from the meetings. District will compensate General Counsel at the normal hourly rate for up to 2 hours of time spent preparing for each meeting of the CASA Attorneys Committee. District will compensate General Counsel at the normal hourly rate for up to 2 hours of time spent preparing for each meeting of the CASA State Legislative Committee that the District requests General Counsel to attend. The District will compensate General Counsel at the normal hourly rate for time spent in attendance of the meetings of each of these two committees."

2. Article 2: All of the provisions of the contract remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Eighth Amendment to Agreement the day and year first hereinabove written.

BOLD, POLISNER, MADDOW, NELSON
& JUDSON,
General Counsel

DUBLIN SAN RAMON SERVICES DISTRICT,
a political subdivision of the State of California

By: _____
Robert B. Maddow, President

By: _____
Bert Michalczyk, General Manager

ATTEST:

By: _____
Craig L. Judson, Secretary
Bold, Polisner, Maddow, Nelson
& Judson

By: _____
Nancy G. Hatfield, District Secretary

ATTACHMENT 1 to S&R ANALYSIS OF FEE PROPOSAL

Presented in the tables below is an analysis of BPMN&J's fee proposal. As can be seen their proposal as expressed on a weighted hourly rate average basis (weighted by hours charged over the past 12 months) represents a 3.7% increase (\$8.58 / hour) from FYE 2014. On the same weighted average basis the new schedule would represent an \$4,741 annual increase over what was billed based on FYE 2014 rates. To put these percent increases in perspective, Bay Area CPI (same index as is used for District wage increases) has increased 4.2% during FYE 2014. Thus, BPMN&J's fee increase is less than CPI and when considering that the increase is for a 24 month period the increase is projected to be well below anticipated CPI.

| Name | Hourly Rates | | | | | | | | | Hourly Rate Change (Dollars) over FYE 2014 | Percent Change over FYE 2014 |
|--|--------------|----------|----------|----------|----------|----------|----------|----------|------------------------------|--|------------------------------|
| | FYE 2007 | FYE 2008 | FYE 2009 | FYE 2010 | FYE 2011 | FYE 2012 | FYE 2013 | FYE 2014 | FYE 2015 & FYE 2016 Proposed | | |
| Maddow | \$ 205 | \$ 205 | \$ 215 | \$ 201 | \$ 201 | \$ 210 | \$ 220 | \$ 250 | \$ 250 | \$ - | 0.0% |
| Nelson | \$ 195 | \$ 195 | \$ 205 | \$ 200 | \$ 200 | \$ 210 | \$ 220 | \$ 230 | \$ 240 | \$ 10 | 4.3% |
| Judson | \$ 195 | \$ 195 | \$ 205 | \$ 200 | \$ 200 | \$ 210 | \$ 220 | \$ 230 | \$ 240 | \$ 10 | 4.3% |
| Lauer | \$ 195 | \$ 195 | \$ 205 | \$ 200 | \$ 200 | \$ 210 | \$ 220 | \$ 230 | \$ 240 | \$ 10 | 4.3% |
| Nagel | \$ 190 | \$ 190 | \$ 200 | \$ 195 | \$ 195 | \$ 200 | \$ 210 | \$ 230 | \$ 240 | \$ 10 | 4.3% |
| Coty | \$ 180 | \$ 180 | \$ 190 | \$ 185 | \$ 185 | \$ 210 | \$ 220 | \$ 230 | \$ 240 | \$ 10 | 4.3% |
| Nelson | | | | | | | | \$ 210 | \$ 220 | \$ 10 | 4.8% |
| Paralegal | \$ 105 | \$ 105 | \$ 115 | \$ 110 | \$ 110 | \$ 120 | \$ 130 | \$ 125 | \$ 125 | \$ - | 0.0% |
| Intern | \$ 105 | \$ 105 | \$ 115 | \$ 110 | \$ 110 | \$ 120 | \$ 130 | \$ 120 | \$ 120 | \$ - | 0.0% |
| Weighted Average Change (by Hrs. billed) | | | | | | | | | | \$ 8.58 | 3.7% |

| Name | Hours billed last 12 months* | Estimated Fees based on FYE 2014 rates | Estimated Fees based on FYE 2015 rates | Dollar Increase over FYE 2014 | Percent Increase over FYE 2014 |
|--------------|------------------------------|--|--|-------------------------------|--------------------------------|
| Maddow | 78.2 | \$ 19,550 | \$ 19,550 | \$ - | - |
| Nelson | 417.95 | \$ 96,129 | \$ 100,308 | \$ 4,180 | 4.3% |
| Judson | 0 | \$ - | \$ - | \$ - | - |
| Lauer | 0 | \$ - | \$ - | \$ - | - |
| Nagel | 0 | \$ - | \$ - | \$ - | - |
| Coty | 29.9 | \$ 6,877 | \$ 7,176 | \$ 299 | 4.3% |
| Nelson | 26.2 | \$ 5,502 | \$ 5,764 | \$ 262 | - |
| Paralegal | 0 | \$ - | \$ - | \$ - | - |
| Intern | 0 | \$ - | \$ - | \$ - | - |
| TOTAL | 552.25 | \$ 128,058 | \$ 132,798 | \$ 4,741 | 3.7% |

* - Most recent 12 month period available

| Date | Consumer Price Index | Year over Year CPI Change | Annualized CPI Change since 2008 | Cumulative CPI Change since 2008 |
|--------|----------------------|---------------------------|----------------------------------|----------------------------------|
| Jul-08 | 221.454 | | | |
| Jul-09 | 220.996 | | | |
| Jul-10 | 224.185 | | | |
| Jul-11 | 230.605 | | | |
| Jul-12 | 236.890 | | | |
| Jul-13 | 243.052 | | | |
| Jul-14 | 253.317 | 4.2% | 2.27% | 14.4% |

| SUMMARY (Proposed vs FYE 2014) | | |
|--------------------------------|--|---------|
| Avg. Rate Increase | | \$ 8.58 |
| Percent Increase | | 3.7% |
| CPI | | 4.2% |



| | | |
|--|--|--|
| Reference General Manager | Type of Action Approve Agreement | Board Meeting of August 19, 2014 |
| Subject Approve Master Agreement for Consulting Services for Purchase of Trustworthy Electronic Content Management System (ECMS) OnBase Software and Professional Services from Hyland Software, Inc. (CIP A15-006) | | |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Informational | <input type="checkbox"/> Other |
| REPORT: | <input type="checkbox"/> Verbal | <input type="checkbox"/> Presentation |
| <input checked="" type="checkbox"/> Staff | B. Michalczyk | <input type="checkbox"/> Board Member |

Recommendation:

The General Manager recommends the Board of Directors, by Resolution, approve the Master Agreement for Consulting Services with Hyland Software, Inc. for purchase of Electronic Content Management System (ECMS) OnBase software and professional services.

Summary:

This project is being conducted in accordance with Strategic Plan Element 5.3 to provide cost-effective, timely and high-quality administrative support of general District governance, management and operations. This project was approved by the Board on May 5, 2014.

Purchase and implementation of the Trustworthy Electronic Content Management System (CIP 15-A006) (Project) will correct serious deficiencies in the District's existing Records Management Program and address the management of extensive electronic content, which is currently non-existent. The project includes, but is not limited to: design and implementation of new software and hardware; identification and reconciliation of existing District records at the District Office, WWTP and Field Operations facilities; creation and implementation of appropriate policies and procedures to govern an updated program; pilot testing of a new software system; and training of staff.

Staff conducted a "Quality Based Selection Process" in accordance with District's Purchasing Procedures and Board Resolution No. 14-06 in selecting the firm to provide software and professional services to implement the solution. Staff sent a Request for Proposal for the Project to eleven (11) firms and five (5) submitted proposals. Staff reviewed the proposals and chose three (3) firms to provide product demonstrations. Based on the product demonstrations, proposed approach to work, software solution, and experience, Hyland Software, Inc. was selected. The scope of services provided by Hyland is detailed in the Proposal of Professional Services attached to the District's Master Consulting Services Agreement. The Project is expected to be completed in June 2016.

The Project is funded 53% through the Regional Replacement (Fund 310), 37% through the Water Replacement (Fund 610) and 10% through the Local Sewer Replacement (Fund 210). A project budget of \$455,000 has been allocated per the approved mid-cycle budget adjustments to the Capital Improvement Program (CIP) Two-Year Budget for Fiscal Years Ending 2014 & 2015.

The attached Master Consulting Services Agreement with supporting vendor agreements and pricing has been reviewed and approved to form by the District General Counsel.

| Committee Review | | | Legal Review | Staff Review | | |
|--|---|--------------------------------------|---------------------------------------|------------------------------------|-------------------------|-------------|
| COMMITTEE --- | DATE --- | RECOMMENDATION --- | Yes | ORIGINATOR N. Hatfield | DEPARTMENT Executive | REVIEWED BY |
| ATTACHMENTS <input type="checkbox"/> None | | | | | | |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$268,224.80 | <input type="checkbox"/> Funding Source A. 310 B. 610 C. 210 | Attachments to S&R 1. 2. 3. | | | | |

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING A MASTER AGREEMENT FOR CONSULTING SERVICES WITH HYLAND SOFTWARE, INC. FOR THE TRUSTWORTHY ELECTRONIC CONTENT MANAGEMENT SYSTEM (ECMS) PROJECT (CIP 15-A006) ONBASE SOFTWARE AND PROFESSIONAL SERVICES

WHEREAS, the Trustworthy Electronic Content Management System project (CIP 15-A006) was approved by the Board on May 5, 2014 in support of Strategic Plan Element 5.3 to provide cost-effective, timely and high-quality administrative support of general District governance, management and operations; and

WHEREAS, the District desires to obtain electronic content management system (ECMS) software and professional services for the District Records Management program, and has solicited proposals in accordance with Board Resolution No. 14-06; and

WHEREAS, District staff have evaluated ECMS software and professional services proposals, and conducted software demonstrations and interviews for said services, and have recommended the selection of Hyland Software, Inc. for providing software and professional services; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, as follows:

That certain “Master Agreement for Consulting Services” (Exhibit A) by and between the Dublin San Ramon Services District and Hyland Software, Inc. is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreements for and on behalf of Dublin San Ramon Services District.

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

ATTEST: _____
Nancy G. Hatfield, District Secretary

H:\Board\2014\08-19-14\ECMS Agreement\Reso ECMS .docx

MASTER AGREEMENT for CONSULTING SERVICES
WITH
Hyland Software, Inc.

THIS AGREEMENT, made and entered into this _____ day of August, 2014 by and between DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California ("District") and HYLAND SOFTWARE, INC. ("Consultant"), 28500 Clemens Road, Westlake, OH 44145).

WHEREAS, District requires Professional Software Consulting Services. As used herein, "Software" means Consultant's proprietary software products listed in Exhibit C and which may be purchased as by mutual agreement of the parties as add-on orders to the Software listed in Exhibit C; and

Whereas, Consultant's principals are duly permitted to conduct business in the State of California and Consultant agrees that it is experienced in performing, and uniquely qualified to perform, the Professional Software Consulting Services; and

Whereas, District desires to engage Consultant for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES.

1.1 The District may request Professional Software Consulting Services from Consultant and Consultant shall perform assignments in accordance with the terms and conditions of this Agreement and written Task Orders issued from time to time by District, as may be mutually agreed to and accepted by Consultant. In reviewing each requested Task Order from the District, Consultant will inform the Customer as to whether the Professional Software Consulting Services shall be performed pursuant to either: (i) a written proposal, which sets forth the Professional Software Consulting Services Consultant will provide to the District and which is incorporated into the Task Order signed by the District and Consultant; or (ii) a Task Order submitted by the District and accepted by Consultant for Professional Software Consulting Services (a "Services Proposal"). Each such Task Order shall include, but not be limited to: (i) a description of the services to be performed by Consultant, and if applicable and agreed to by Consultant the key personnel to be assigned by Consultant to the performance of the specific Task (who shall not be replaced without the prior written approval of the District, which shall not be unreasonably withheld); (ii) the time of performance for providing such services; (iii) maximum compensation payable for providing such services, provided that such compensation shall be payable pursuant to Paragraph 2 hereof unless otherwise expressly provided in the Task Order; (iv) District's source of funding; and (v) such other provisions as the parties deem appropriate or necessary to accomplish the purpose of the Task Order. To the extent not expressly modified by Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each Task Order.

1.2 Consultant shall not be responsible for delays in the performance of Professional Software Consulting Services that result from District's failure to perform its obligations as may be specified in a Task Order.

2. COMPENSATION. District shall compensate Consultant for all services performed by Consultant as follows: (A) with respect to Professional Software Consulting Services performed by Consultant pursuant to Paragraph 1, in an amount equal to Consultant's then-current hourly rates of charge for Consultant's personnel (as mutually agreed in a Task Order) times the number of hours or portions thereof, of services correspondingly performed by said personnel as mutually agreed to in a Task Order. The initial Services Proposal is attached hereto as Exhibit B; (B) with respect to the Software, in accordance with the terms of the Software Proposal that is attached hereto as Exhibit C; and (C) with respect to Maintenance and Support, in accordance with the terms of the Maintenance and Support Agreement attached hereto as Exhibit D.

District shall reimburse Consultant for other expenses directly incurred in performing services hereunder, if any, as described in Exhibits B, C, and D, or as mutually agreed to in a Task Order. Any additional expenses must first be approved by the District in writing.

Compensation and reimbursement of expenses shall be payable by District within thirty (30) days upon receipt of billing by Consultant. Billing by Consultant to District shall not be more often than monthly for services corresponding to each Task Order. The billing shall include an itemized statement briefly describing the services rendered and costs incurred and the authorized amount remaining.

3. RECORDS. Consultant shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by Consultant hereunder. Said records shall be available to District for review and copying during regular business hours at Consultant's place of business, or as otherwise agreed upon by the parties.

4. NON-ASSIGNABILITY. Consultant shall not subcontract, assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this agreement or any Task Order issued hereunder in any manner, without the express prior written consent of District, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant, upon District's written consent, from employing such independent consultants, associates, and subcontractors as may be necessary to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits to anyone other than District and Consultant.

5. STATUS. In the performance of services hereunder, Consultant shall be, and is, an independent contractor, and shall not be deemed to be an employee or agent of District. All services provided pursuant to this Agreement shall be authorized by District's General Manager or his or her designated representative and signed by the Consultant.

6. PERIOD OF SERVICE. The initial maintenance period shall be for one year, and may be renewed annually at the option of the parties, as more fully described in Exhibit D.

7. PERFORMANCE STANDARDS. In performing services hereunder, Consultant shall adhere to the standards generally prevailing for the performance of technical and consulting services similar to those to be performed by Consultant hereunder, shall exercise the same degree of care, skill, and diligence in the performance of services as is ordinarily provided by a professional under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care. All drawings and specifications requiring certification by a Professional Engineer shall bear the stamp and signature of a registered engineer in the State of California.

If applicable, any costs incurred by the District (including but not limited to additional design costs, construction costs, and construction management costs, to the extent that any such costs are recoverable under California law) and used to correct deficiencies caused by Consultant's negligent errors and omissions or willful misconduct shall be borne solely by the Consultant. The District is relying upon the Consultant's qualifications concerning the services furnished hereunder and, therefore, the fact that the District has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

8. TERMINATION. Either party may terminate this Agreement without cause by giving the other party written notice thereof not less than sixty (60) days in advance of the effective date of termination, which date shall be included in said notice.

In the event of such termination, District shall compensate Consultant for services rendered to the date of

termination, as the case may be, calculated in accordance with the provisions of Paragraph 2. In ascertaining services actually rendered to the date of termination, consideration shall be given both to work completed and work in process of completion. Nothing herein contained shall be deemed a limitation upon the exercise of the right of District to terminate this Agreement for cause, or otherwise to exercise such legal or equitable rights, and to seek such remedies as may accrue to District, or to authorize Consultant to terminate this Agreement for cause.

9. TITLE TO, POSSESSION OF, AND RELIANCE UPON DOCUMENTS.

All documents, deliverables, plans, specifications, negatives, drawings, computer disks, electronic tapes, renderings, data reports, files, estimates and other such papers, information and materials (collectively, "materials"), or copies thereof (except Software or Work Products) obtained or prepared by Consultant pursuant to the terms of this Agreement, shall become the property of District. District and Consultant shall, from time to time pursuant to Task Orders, mutually agree to specify which materials Consultant shall deliver to District ("Deliverables"). Deliverables are intended to, and may, be relied upon by District, or others designated by District, where appropriate, for those purposes for which District requested their preparation, or for use in connection with planning-level activities including, without limitation and only where applicable, the preparation of environmental documentation pursuant to the California Environmental Quality Act ("CEQA") or the National Environmental Policy Act ("NEPA") or similar statutes. Consultant will not be responsible for use of Deliverables, or portions thereof, for any purpose other than those specified in the preceding sentence.

Materials not delivered to District ("Non-Deliverables") shall be retained by Consultant, but Consultant shall provide District access to such Non-Deliverables at all reasonable times upon District's request. District may make and retain copies of all Non-Deliverables, at District's expense, for information and reference. Unless otherwise specified in writing by Consultant, use thereof for any purpose other than the purpose for which the Non-Deliverables were prepared, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to CEQA or NEPA or similar statutes, shall be at the user's sole risk. If a Non-Deliverable is not defined in a Task Order, then the parties agree that a Non-Deliverable will not exist for a Task Order.

10. INTENTIONALLY OMITTED.

11. OWNERSHIP OF SOFTWARE, WORK PRODUCTS, INNOVATIONS AND INTELLECTUAL PROPERTY.

11.1 Ownership: All Work Products shall be the sole and exclusive property of Consultant. Consultant retains all right, title and interest, on an exclusive basis, in all Work Products. Consultant shall not be limited or restricted in any way with respect to the assignment or reassignment of its employees, agents, consultants or contractors who have worked on any of the Innovations or Work Products and who have had access to documents delivered under this Agreement. Consultant shall, therefore, be free to use the Work Products; provided, however, that Consultant shall not use any confidential information of District in any manner prohibited by any agreement between Consultant and District with respect to such confidential information. The ownership terms of the Software are governed by Exhibit B. As used in this Agreement, "Work Products" means all items in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, together with any and all design documents associated with items in the nature of computer software, in each case which are created, developed, conceived or introduced by Consultant in the performance of services under this Agreement, except as identified in Paragraph 9. All Work Products are governed by the Software warranty contained in the EULA provided at the log-in screen to the Software.

11.2 Work-For-Hire: THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT. Consultant or its suppliers retain on an exclusive basis for itself or themselves all right, title and interest in and to any intellectual property developed, discovered, conceived or introduced by Consultant in the performance of this

Agreement, including, but not limited to, all patents, patent applications, copyrights and other intellectual property rights relating to or associated with the Innovations and Work Products.

12. DISTRICT'S OBLIGATIONS: In addition to the other obligations of District set forth in this Agreement or any Services Proposal, District agrees as follows:

12.1 Protection of the District's Systems: DISTRICT UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

12.2 Third Party Software Rights: Notwithstanding any contrary terms, if District requests Consultant to perform services on or with respect to any third party software, District represents and warrants to Consultant that District has all necessary rights to allow Consultant to do so.

13. WARRANTY.

13.1 LIMITED WARRANTY: Consultant warrants to District that the Professional Software Consulting Services provided under this Agreement shall be done in a good and workmanlike manner and according to industry standards. This warranty shall be effective for a period of sixty (60) days following the completion of the Professional Software Consulting Services in question ("Warranty Period"). District must notify Consultant in writing during the Warranty Period if District believes any Professional Software Consulting Services do not conform to this warranty. If, after such timely notice from District, the Professional Software Consulting Services are determined not to conform to this warranty, Consultant's sole obligation and District's sole remedy shall be for Consultant to use commercially reasonable efforts to attempt to correct any nonconformity. If Consultant is unable to correct any such nonconformities after a reasonable period of time, District's sole and entire remedy is termination of this Agreement in exchange for a refund of the amount paid by District to Consultant for the portion of the nonconforming Professional Software Consulting Services that Consultant is unable to correct. This warranty specifically excludes non-performance issues caused as a result of a hardware or firmware malfunction or defect which is not caused by Consultant, software not developed by Consultant, incorrect data or incorrect procedures used or provided by District, or a third party or failure of District to perform and fulfill its obligations in connection with the project covered by this Agreement. District agrees to reimburse Consultant for time and materials for any Professional Software Consulting Services provided by Consultant at District's request to remedy excluded nonperformance problems.

13.2 DISCLAIMER OF WARRANTIES: Except as expressly set forth in the "limited warranty" section above, consultant makes no warranty or representations regarding any work products, information or services provided under this agreement. Consultant disclaims and excludes any and all other express, implied and statutory warranties, including, without limitation, warranties of good title, warranties against infringement, the implied warranties of merchantability and fitness for a particular purpose, and warranties that may arise or be deemed to arise from any course of performance, course of dealing or usage of trade. Consultant does not warrant that any services or work products provided will satisfy district's requirements or are without defect or error, or that the operation of any software provided under this agreement will be uninterrupted. Consultant does not assume any liability whatsoever with respect to any third party hardware, firmware, software or services.

14. LIMITATION OF LIABILITY: Except for the indemnification contained in section 18 which shall not be subject to this cap, consultant's liability for any loss or damages arising out of or in connection with this agreement, including, but not limited to, the performance or non-performance of services or the use or inability to use any work products, shall in no event exceed one million dollars (\$1,000,000.00). In no event will consultant or its direct or indirect suppliers be liable for any indirect, special, incidental, consequential or punitive damages, loss of business profits, business interruption, loss of data or information, the cost of recovering such data or information, or the cost of substitute services or work products, even if consultant or such suppliers have been advised of the possibilities of such damages.

15. COMPLIANCE WITH LAWS. In performance of this Agreement, Consultant shall exercise due professional care in compliance with all applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards. Consultant shall procure all permits, certificates, and licenses necessary to allow Consultant to perform the Services specified herein. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant under a Task Order.

Consultant shall comply at all times with California Occupational Safety and Health Act ("OSHA") regulations regarding necessary safety equipment or procedures and shall take all necessary precautions for safe operation of its work, and the protection of its personnel and the public from injury and damage from such work.

In the event District receives a request under the California Public Records Act (Cal. Govt. Code § 6250 et seq.) for any record prepared in connection with or related to this Agreement, District shall give Consultant written notice of that request ten (10) days prior to District's response to the request. The parties agree that this comprises a reasonable opportunity to obtain a protective order. Notwithstanding any other provision of this Agreement (including the exhibits and attachments hereto) District shall have no obligation to withhold any confidential information the disclosure of which is required by law. If there is any lawsuit by a third party to compel disclosure of such confidential information, Consultant shall defend such lawsuit at its sole expense, and shall indemnify and hold District harmless against any judgment, award of costs or litigation expenses, or settlement payment for which Licensor would otherwise be liable as a result of such lawsuit.

16. NON-DISCLOSURE OF PROPRIETARY INFORMATION. Consultant shall consider and treat all drawings, reports, studies, design calculations, specifications, and other documents and information provided to Consultant by District in furtherance of this Agreement to be the District's proprietary information, unless said information is available from public sources other than District. Consultant shall not publish or disclose District's proprietary information for any purpose other than in the performance of services hereunder without the prior written authorization of District or in response to legal process. Nothing herein contained shall be deemed to abrogate compliance with the California Public Records Act (Government Code Section 6250, et seq.); provided that District shall determine and advise Consultant which documents, if any, are required to be disclosed under said Act.

17. **INSURANCE.** Consultant shall acquire and maintain for the duration of this Agreement and any Task Orders issued hereunder Workers' Compensation, Employer's Liability, Commercial General Liability, Automobile Liability, and Professional Liability (Errors and Omissions) insurance coverage from insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District, all relating to Consultant's services to be performed hereunder covering District's risks. The minimum amounts of coverage, and the breadth of coverage, corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

| Insurance Category | Minimum Limits |
|---|---|
| Workers' Compensation | Statutory Minimum |
| Employer's Liability. | \$1,000,000 per accident for bodily injury or disease |
| Commercial General Liability | \$1,000,000 per occurrence for bodily injury, personal injury and property damage, using Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or another form providing equal or greater coverage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit. |
| Automobile Liability | \$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Consultant's vehicle usage in performing services hereunder), using Insurance Services Office Form Number CA 0001 covering |
| Professional Liability (Errors and Omissions) | \$1,000,000 per occurrence or claim, and 2,000,000 aggregate. |

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: (1) the insurer shall either reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or (2) the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Before performing any services under this Agreement, Consultant shall furnish District with, and shall obtain District approval of, original certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of insurance coverage, original policy endorsements (on forms provided by the District or on other than the District's forms provided those endorsements conform to District requirements):

a. Precluding cancellation before the expiration of thirty (30) days after District shall have received written notification of such cancellation by mail;

b. Providing that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement); and

c. Naming District, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents, as additional insured as respects to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by Consultant.

d. Providing that, for any claims relating to Consultant's services hereunder, Consultant's insurance coverage shall be primary insurance with respect to the District, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents, and that any insurance or self-insurance maintained by District for itself, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents, shall be excess of Consultant's insurance and not contributory with it.

e. Coverage shall not extend to any indemnity coverage for the sole or active negligence of additional insured in any case where an agreement to indemnify the additional insured would be invalid under Section 2782 of the California Civil Code.

Notwithstanding the provisions of subparagraph "a" above, Consultant shall notify District immediately in writing, by certified mail, return receipt requested, of any reduction or cancellation in coverage below the minimums required by this Agreement with respect to commercial general liability and automobile liability, professional errors and omissions liability insurance coverage, and Workers' Compensation coverage. District reserves the right to require complete, copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

18. GENERAL INDEMNIFICATION. Without limiting indemnification obligations contained in paragraph 19 of this agreement, Consultant shall hold harmless, indemnify and defend District, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents (collectively, "Indemnities") from and against all claims for bodily injury, death or damages to tangible personal or real property including, without limitation, costs and fees of litigation), which may be brought against or suffered or sustained by Indemnities, to the extent caused in whole or in part by the negligence, intentional tortious act or omission, or willful misconduct of Consultant, its officers, employees or agents, in the performance of any services or work pursuant to this Agreement or any Task Order issued hereunder. Consultant's duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Consultant to indemnify Indemnities against any responsibility or liability in contravention of California Civil Code Section 2782.

a. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination, which includes a finding that there was no negligence on the part of Consultant, its officers, employees or agents, District shall refund to Consultant all defense costs, judgments and/or amounts paid by Consultant on behalf of Indemnities.

b. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination which includes a finding as to the respective negligence of Consultant, its officers, employees or agents and any Indemnities(s), then District shall be responsible to pay that portion of the judgment attributed to Indemnities(s), and shall refund to Consultant a pro rata share of any defense costs expended on behalf of Indemnities.

c. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is finally resolved by any other means than those stated in Paragraphs 12(a) and 12(b), or in the event Consultant fails to provide a defense to Indemnities, Consultant and District shall meet and confer in an attempt to reach a mutual agreement regarding the apportionment of costs (including attorneys' fees), judgments and/or amounts paid by Consultant and/or Indemnities. In the event Consultant and District are unable to reach agreement regarding such an apportionment, said dispute shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date a demand for arbitration is submitted. The arbitration panel shall award the prevailing party its costs (including attorneys' fees) incurred in the arbitration.

19. INFRINGEMENT INDEMNIFICATION.

19.1 Generally. Consultant agrees to indemnify District against all liability and expense, including reasonable attorneys' fees, arising from or in connection with any third party claim, action or proceeding instituted against District based upon any infringement or misappropriation by the Software or Work Products of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Consultant: (1) is notified immediately after District receives notice of such claim; (2) is solely in charge of the defense of and any settlement negotiations with respect to such claim; (3) receives District's reasonable cooperation in the defense or settlement of such claim; and (4) has the right, upon either the occurrence of or the likelihood (in the opinion of Consultant) of the occurrence of a finding of infringement or misappropriation, either to procure for District the right to continue use of the Software or Work Products, or to replace the relevant portions of the Software or Work Products with other equivalent, non-infringing portions.

19.2 Removal and Refund. If Consultant is unable to accomplish either of the options set forth in Section 19.1 (4), Consultant shall either:

19.2.1 remove the infringing portion of the Software and/or Work Products and refund to District: (A) if applicable, the full Software license fees paid by District, plus the "unused portion of annual maintenance fees" (as defined in 7.4(a) of Exhibit D) paid by District for the then-current maintenance period of Exhibit D as determined from the date of removal, in each case with respect to the infringing portion of the Software; and/or (B) if applicable, the full services fees paid by District for the creation and implementation of the infringing Work Products pursuant to a Task Order; or

19.2.2 if the removal of the infringing Software or Work Products renders all of the Software and Work Products essentially useless to District for the uses District previously has been making of the Software and Work Products in accordance with this Agreement, and at the election of District in such a case, remove the entire Software and Work Products, terminate this Agreement and refund to District: (A) if applicable, the full Software license fees paid by District for the infringing portion of the Software; plus (B) if applicable, the unamortized Software license fees (determined as provided below) paid by District for all non-infringing portions of Software that are removed; plus (C) if (A) and (B) above are applicable, then the "unused portion of annual maintenance fees" (as defined in 7.4(a) of Exhibit D) paid by District for the then-current maintenance period of Exhibit D as determined from the date of removal; plus (D) if applicable, the full services fees paid by District for the creation and implementation of the infringing portion of the Work Products, plus (E) if applicable, the unamortized services fees (determined as provided below) paid by District for all non-infringing Work Products that are removed.

In determining the "unamortized" amount of any Software license fees or services fees hereunder, such amount shall be determined based upon a three (3) year straight-line amortization schedule commencing on the date the Software or Work Product in question is delivered by Consultant to District.

19.3 Exclusions. Notwithstanding anything to the contrary, Consultant shall have no obligation to District to defend or satisfy any claims made against District and otherwise described in Section 19.1 that arise from:

(1) use of the Software or Work Products by District other than as expressly permitted by this Agreement; (2) the combination of the Software or Work Products with any product not furnished by Consultant to District; (3) the modification or addition to of the Software or Work Products other than by Consultant or any of its authorized solution providers specifically retained by Consultant to provide such modification or addition.

19.4 THIS SECTION 19 STATES CONSULTANT'S ENTIRE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF DISTRICT WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR PROPRIETARY PROPERTY BY THE SOFTWARE, THE WORK PRODUCTS OR THE SERVICES.

20. COVENANT AGAINST CONTINGENCY FEES. Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fees, gifts or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability or at District's discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fees, gifts or contingent fee.

21. ECONOMIC DISCLOSURE. Upon District's determination that the services provided through this Agreement involve making, or participation in making, decisions which may foreseeably have a material effect on a financial interest, Consultant and/or any of its employees identified by District shall prepare and file an Economic Disclosure Statement(s) consistent with District's local conflict of interest code and the Political Reform Act as set forth in Exhibit A.

22. PARAGRAPH HEADINGS. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of any such paragraph and shall not be construed to change the meaning thereof.

23. WAIVER. A waiver by either District or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

24. SURVIVABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

25. INTEGRATION AND MODIFICATION. This Agreement, together with Exhibits A through D attached hereto, are adopted by District and Consultant as a complete and exclusive statement of the terms of this Agreement between District and Consultant, except to the extent revised and/or implemented through issuance of Task Orders hereunder. Where there is a conflict between the Master Agreement and Exhibits A, B, C, or D, the parties shall follow the terms specified in the Master Agreement. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant, whether written or oral; provided, however, that Consultant is expressly authorized to continue, complete, and be fully compensated by District for all work authorized, approved and begun, prior to the effective date of this Agreement, according to the terms of said agreement and/or any Task Orders issued by the District pursuant thereto.

26. AMENDMENTS. This Agreement may be amended or supplemented by the parties by written agreement approved and executed in the same manner as this Agreement.

27. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the respective successors, executors, administrators, assigns, and legal representatives to the parties.

28. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

29. NOTICES. All notices to be given hereunder shall be written, and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

For District:
General Manager
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

For Consultant:
Hyland Software, Inc.
Attn: General Counsel
28500 Clemens Road
Westlake, OH 44145

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

DUBLIN SAN RAMON SERVICES DISTRICT, a public agency

By: _____

Bert Michalczyk, General Manager

Attest:

Nancy G. Hatfield, District Secretary

HYLAND SOFTWARE, INC.

By: *Noreen B. Kilbane*

Its: NOREEN KILBANE

V.P.



Exhibit A

DUBLIN SAN RAMON SERVICES DISTRICT DETERMINATION OF
CONFLICT OF INTEREST REPORTING FOR CONSULTANTS

Intentionally omitted at this time.

EXHIBIT B
SERVICES PROPOSAL



PROFESSIONAL SERVICES PROPOSAL

Dublin San Ramon Services District

DOCUMENT VERSION: 6

DOCUMENT DATE: 17-Jul-2014

THIS PROPOSAL IS VALID FOR A
PERIOD OF 90 DAYS FROM THE
ABOVE DATE.

©2014 Hyland Software, Inc.®

All Rights Reserved

Information in this document is subject to change and does not represent a commitment on the part of Hyland Software, Inc.® until attached to a services contract.

The information contained in this document is confidential and proprietary to Hyland Software, Inc.® It is provided solely for the use of Dublin San Ramon Services District to describe the approach and work being proposed. This information may not be used for any other purpose and may not be further distributed. Any recipient of this document who is unwilling to agree to these conditions should return the document to Hyland Software, Inc.® without reviewing the contents or making further distribution. Review of this document shall constitute agreement to the restrictions stated above.

RFS# 8887410 (a Hyland Software internal request tracking number)

TABLE OF CONTENTS

| | |
|--|----|
| INTRODUCTION | 2 |
| PROPOSAL TERMS & USAGE | 2 |
| PROJECT AREAS | 3 |
| Project 1 – Software Implementation Services | 3 |
| DESCRIPTION OF SERVICES | 8 |
| DESCRIPTION OF DELIVERABLES | 10 |
| PRICING ESTIMATE | 11 |
| CUSTOMER RESPONSIBILITIES/OBLIGATIONS | 12 |

INTRODUCTION

The purpose of this document is to define the goals, scope, and important details supporting the delivery of professional services related to one or more projects defined in the Project Areas section. This document is used by Hyland Software to provide services estimates applicable to the current stage of a project.

PROPOSAL TERMS & USAGE

Hyland Software, Inc.® ("Hyland") is pleased to provide the following estimate for professional services related to the use of the OnBase® Software ("Software") being purchased by Dublin San Ramon Services District ("Customer") as shown in the Description of Services section of this document.

This proposal describes the services offered to Customer in conjunction with the use of the Software for Customer. The content of this document is subject to review and revision by both Hyland and Customer. After this proposal has been mutually reviewed and agreed to by both Hyland and Customer, this proposal will be attached to a services contract and delivered to Customer for final review and signature.

Once executed by both Hyland and Customer, the Hyland solution delivery team will contact Customer project team to discuss project logistics and potential start dates. Once a project start date has been determined, resources will be assigned and scheduled to begin delivery of the services described in this proposal.

PROJECT AREAS

Project 1 – Software Implementation Services

Scope

Hyland will provide services to analyze and implement Customer's gathered requirements for three (3) selected departments currently identified as Organizational Services, Financial Services, and Engineering hereinafter referred to as department 1, department 2 and department 3 respectively. Upon completion of the requirements review, Hyland will implement the solution for the three (3) departments, provide training on the Software configuration to the Software administrator, provide training on the business process to end users, support end user testing, and provide supporting go-live activities for the Customer.

The expected schedule for this project will consist of:

- a. Analyzing the requirements for department 1 and department 2 with the Customer which Customer will provide at the start of the engagement;
- b. Implementing the agreed upon solution after Customer sign off of the requirements;
- c. Provide end user training;
- d. Customer will begin the user acceptance testing (UAT) phase for department 1 and department 2;
- e. During UAT for department 1 and department 2, Hyland will analyze department 3's requirements;
- f. Perform implementation of department 3 requirements after Customer sign off of the requirements;
- g. Provide end user training to department 3;
- h. Department 3 UAT will start;
- i. Hyland and Customer will migrate departments 1 and department 2's solutions into production during department 3's UAT; and
- j. Hyland and Customer will migrate department 3's solution into production.

Customer is expected to have three (3) Software environments created to support this project schedule. The three (3) environments should include a Development, User Acceptance Testing, and Production environment.

Training

Hyland will provide training to Customer software administrator throughout the project to allow Customer software administrator the ability to manage the solution after completion of the engagement. At the conclusion of implementation, Hyland will provide one (1) day of training to the software administrator to identify routine tasks required to be performed to maintain the solution in an optimal manner. This training will include the following types of topics:

- a. Diagnostics console training for troubleshooting issues;
- b. In depth security review;

- c. Creating Windows service accounts for running OnBase instances and/or OnBase processes;
- d. Scheduling OnBase processes;
- e. Locking and/or unlocking users within OnBase;
- f. Understanding the OnBase infrastructure; and
- g. Discussing best practices and reviewing database maintenance and backup schedules.

Hyland will provide a train the trainer methodology to Customer's end users identified as project champions or super users who are the Customer's representative(s) for questions or additional training required by end users. This level of training is focused on solution specific training using Software in day to day business processes. Hyland will provide sixteen (16) hours of train the trainer training for each of the three (3) departments identified within scope of this engagement. The training sessions may be broken out based on the needs of the Customer as identified going into the training phase of the project. Generally, it is recommended that training occur in four (4) hour increments to maximize end user absorption; however, based on the solution and how quickly the end users absorb the training, the training blocks may vary. The following topics are expected to be included in the training as they directly pertain to the specific solution implemented for each department:

- a. Introduction to OnBase;
- b. Scanning and indexing documents;
- c. Importing documents into the OnBase system from various methods;
- d. Locating and retrieving documents using:
 - i. Standard document retrieval;
 - ii. Folders;
 - iii. Microsoft Outlook;
- e. Versioning and revisions of documents;
- f. Check-in/check-out documents;
- g. Creation of notes, annotations, and image mark ups; and
- h. Document and records management (specific for users responsible for retention).

Additional training topics specific to the scope of this proposal may be identified throughout the course of the project and added to the list of topics to be covered. In the event that Customer requires additional training over the sixteen (16) hours identified per department or outside the scope of this proposal, Customer may request the additional training via a change order or on a separate engagement.

Hyland will implement and perform solution unit testing to test functionality in the agreed upon solution for Customer. Upon completion of Hyland's solution unit testing, Hyland will support Customer throughout user acceptance testing of the three departments. Hyland assumes Customer will perform at least one (1) testing cycle per department (department 1, department 2, and department 3) which will last up to two (2) weeks per cycle; and will repeat until issues are addressed. This estimate includes Hyland's commitment of twenty (20) hours of support per week over the course of Customer testing cycles. Customer will be responsible for performing business

process testing and confirming the provided solution meets the requirements identified in the solution requirements documents.

Customer will sign off on the configured solution and then Hyland will provide go-live support to Customer. Go live support will occur over two (2) phases based on the requested approach of Customer. The initial go-live will include department 1 and department 2 and Hyland will provide onsite services to migrate the user tested and approved solution into the production environment. The second go live will include the migration of department 3's solution being migrated into Customer's production environment. Go live activities are expected to occur onsite at Customer's location and will result in two (2) separate visits. Hyland will provide up to twenty-four (24) hours onsite for Customer go-live support for department 1 and department 2 and then an additional twenty-four (24) hours onsite for Customer go-live support for department 3. The go-live support will occur over three (3) consecutive days for eight (8) hours per day for each of the two (2) go-lives identified in scope of this project. The services provided will include the migration of configuration into production and initial support of the solution(s) for which the go-live is occurring.

The scope of this solution will consist of the following configuration and functionality:

- a. Hyland will install one (1) database instance, one (1) Web Server, one (1) Application Server, and one (1) processing server for each of the three (3) environments required to support this implementation;
- b. Hyland will configure up to three (3) scanner workstations and up to five (5) scan queues to ingest paper documents into Software;
- c. Hyland will configure up to one hundred to one hundred and fifty (100-150) document types to support the three (3) departments;
- d. Hyland will configure up to five to ten (5-10) AutoFill keyword sets to aid in indexing documents;
- e. Hyland will configure Electronic Document Management Services to provide for revisions and version control as well as provide check-in and check-out functionality;
- f. Hyland will configure Software's integration with Microsoft Outlook 2013 to allow users to upload documents from within Outlook's interface;
- g. Hyland will install the Autonomy IDOL server and any additional components of IDOL to allow OCR capabilities and full-text search functionality across documents stored within Software;
- h. Hyland will install and configure Distributed Disk Services (DDS) to provide a single point of access to Customer's file storage. DDS provides an additional layer of security to prevent users from accessing the file shares;
- i. Hyland will configure up to ten (10) custom notes, highlights, markups or annotations to support Customer's requirements;
- j. Hyland will configure Records Management to allow retention schedules to be placed on documents. The Records Management solution will consist of one (1) folder structure and ten (10) sub-folders per department. It will also include one (1) hold process per the requirements identified by Customer during the analysis phase of this project; and

- k. Hyland will configure the appropriate security with product rights and privileges as defined by Customer during the discovery and analysis phase.

Hyland will set up three (3) sweep processes to allow Customer to ingest documents currently stored on network shared drives. This process will provide Customer the ability to move documents into a directory, and then run the sweep process against the directory to capture the documents. Once the documents are captured, Customer will have the ability to view the documents on an indexing screen and select the appropriate document type, and index the primary keyword value which should trigger an AutoFill keyword set.

Exclusions

The following functionality is available within Software but is considered out of scope for this engagement based on budget and project timelines:

- a. Business Process Workflow Functionality;
- b. External facing vendor portal;
- c. Custom scripting and/or integrations with third party applications; and
- d. Physical Records Management.

Services

Requirements Analysis, Implementation, Project Management

Deliverables

Software Solution, Implementation Report, Solution Requirements Document

Assumptions

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- a. Customer will provide Hyland resources access to all necessary servers for the installation of Software;
- b. Customer will allocate, schedule, and define the subject matter experts for requirements analysis sessions;
- c. Customer will provide all document retention schedules and processes to Hyland at the start of the engagement;
- d. Customer will provide Hyland with the solution requirements for each of the departments identified within scope prior to the start of analysis. Department 1 and department 2 requirements should be provided at the start of analysis, and department 3 requirements will be provided in accordance with the expected schedule identified in the scope section of this document;
- e. Customer will have three (3) environments to support the phased roll out of Software to the three (3) departments. The environments required include Development, User Acceptance Testing, and Production;
- f. Hyland is not responsible for the deployment/installation of Software on end user workstations. The Technical Consultant will work with Customer's software administrator to identify requirements, test installation processes, and provide

general consulting on the topic. However, it is ultimately Customer's responsibility to roll-out the Software to end user workstations;

- g. Workstation deployment testing, training, and consultation will be provided on up to five (5) workstations;
- h. Hyland is not responsible for the installation and configuration of third party software not directly provided by Hyland;
- i. Hyland will provide up to ten (10) total trips to Customer for this engagement. Travel will include a Hyland Technical Consultant and a Project Manager. Onsite services will occur during solution analysis for each of the identified departments, initial installation and configuration of the solution, end user training, and go-live support. The duration of these trips will be determined as needed throughout the project, but to maximize cost effectiveness it is suggested that the duration will be for a minimum of three (3) consecutive days for each visit; and
- j. Go live support will be performed onsite.

DESCRIPTION OF SERVICES

The types of services outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these services are in scope for a particular project.

1. Requirements Analysis

- a. **Project Initiation:** Hyland and Customer allocate project resources, and create the initial project timelines. Hyland provides Customer with requirements preparation materials, and customer returns completed materials to Hyland in advance of on-site engagement;
- b. **Requirements Capture:** Hyland collaborates with the Customer's project team to analyze the detailed requirements of the solution. Discussions focus on the requirements to meet Customer's business objectives;
- c. **Requirements Documentation:** Hyland composes formal documentation containing the requirements of the solution. Additional follow up items may be discussed with the subject matter experts to close any gaps in the understanding of the captured requirements during the Requirements Analysis. Once complete, the documentation is delivered to the Customer's project team for review; and
- d. **Requirements Review:** Hyland reviews the requirement documentation with the Customer's project team to validate the requirements. Modifications to the document are made as necessary and a finalized document will be delivered to the Customer's project team for final approval. In the event that Customer would like certain functionality not addressed or proposed in this services proposal, Customer and Hyland will discuss whether to include those items as a change order to this proposal or push those items out to a future phase where Customer can make the decision on whether to address them on their own or contract Hyland services to address in a future agreement.

2. Project Management

Project Management services cover the overall management and coordination of Hyland team resources, project plan, scope, issues and general coordination of solution delivery. The Hyland Project Manager will:

- a. Create and maintain project documentation, including a detailed project plan that defines the overall work effort, objectives and timelines, project issue list, and change requests;
- b. Coordinate and facilitate project meetings including a weekly status meeting;
- c. Produce a weekly status report which outlines the current project progress, open issues and owners;
- d. Coordinate activities with Customer's designated project management team to facilitate successful management of the project within the defined scope; and
- e. Provide supporting activities as appropriate/requested.

3. Implementation

- a. Solution Design: Hyland designs the solution based on best practices and the agreed upon requirements documentation;
- b. Solution Implementation: Hyland configures the solution to fulfill the requirements captured in the requirements documentation;
- c. Solution Unit Testing: Hyland will validate that the Solution conforms to the approved Solution Requirements Document. Upon completion of unit testing and incorporation of any changes to the solution, Hyland will inform the Customer unit testing is complete;
- d. Training: The Hyland team trains the customer's designated system administrators, testers, and trainers responsible for educating their user-community. This training is oriented towards the Customer's specific solution, and therefore, foundational Software training is expected to have been completed by the Customer's resources prior to receiving this solution-specific training and knowledge-transfer;
- e. Customer Testing Support: Hyland will support the Customer's testing of the configured solution. Customer-created business test cases are used by Customer's resources to test the Solution. Customer should prepare for these activities by defining test plans and scripts early in the project process, for example following Requirements Analysis phase. Hyland will make any required changes to the Solution to fulfill any items that are prohibiting the Solution from functioning in accordance with the Solution Requirements Document. Requested changes, which are not documented in the Solution Requirements Document, may result in a change order;
- f. Solution Migration: Hyland will migrate the Solution from the environment used for testing to the production environment; and
- g. Go Live Support: Hyland will provide support to the Customer during initial production usage of the Solution to address issues and answer questions from the Customer.

DESCRIPTION OF DELIVERABLES

The types of deliverables outlined below are included in one or more of the project areas covered in this services proposal, and are encompassed in Hyland's standard engagement methodology. Please refer to the specific project described in the Project Areas section of this document to determine which of these deliverables are in scope for a particular project.

1. Software Solution:

- a. The implementation of the requirements defined during analysis sessions with Customer.

2. Solution Requirements Document:

- a. Composed as a result of the gap analysis and requirements gathering process from Customer;
- b. Contains all requirements related to the base installation, configuration, and deployment of the Software. Generally the focus in this document covers the ingestion, archival and retrieval requirements of the documents;
- c. Outlines tasks and expectations which are the responsibility of Hyland as well as the Customer; and
- d. Establishes timelines and schedules for implementation.

3. Implementation Report:

- a. Provides critical details to aid in the support and administration of a Software solution;
- b. Infrastructure specifics; server names and purpose, software location, third party integrations, etc.; and
- c. Configuration overview; doc types, keywords, security, disk groups, etc.

PRICING ESTIMATE

Customer acknowledges that the services estimated are based solely on the information provided to Hyland and referenced in the above project area(s).

| Project Name | Estimate Type | Amount |
|----------------------------------|---------------|------------------|
| Software Implementation Services | Fixed Fee | \$144,488.00 USD |

| Resource | Hourly Rate |
|-------------------------|-------------|
| Project Manager (31%) | \$182.00 |
| Solution Engineer (69%) | \$182.00 |

Pricing Assumptions

The cost estimates were created using the following assumptions:

- a. Project start date(s) are subject to a mutually agreed upon schedule after execution of contract;
- b. The above pricing estimate includes estimated services fees only;
- c. Each deliverable created during this project will use Hyland's standard deliverable templates. Customer requested changes to the deliverable template may increase project costs or introduce timeline delays;
- d. Travel time and travel expenses will not be billed separately to Customer;
- e. The pricing for services represents a fixed price estimate type. Payment milestones for this engagement will be invoiced as follows:
 1. Payment Milestone 1:
 - i. \$14,448.80 (10%) of the total fixed price will be invoiced by Hyland to Customer upon execution of this agreement.
 2. Payment Milestone 2:
 - ii. \$57,795.20 (40%) of the total fixed price will be invoiced by Hyland to Customer upon start of user acceptance testing for departments 1 and 2.
 3. Payment Milestone 3:
 - i. \$57,795.20 (40%) of the total fixed price will be invoiced by Hyland to Customer upon start of user acceptance testing for department 3 as agreed upon by Hyland and Customer.
 4. Payment Milestone 4:
 - i. \$14,448.80 (10%) of the total fixed price will be invoiced by Hyland to Customer upon go live of department 3's solution.

CUSTOMER RESPONSIBILITIES/OBLIGATIONS

To facilitate Hyland's performance of the above services, Customer agrees to the following:

1. Project Preparation:

- a. All scanning devices (MFP, MFD, high volume scanners) will be installed, configured and performing to manufacturer's specifications; and
- b. The same scanner make/model used in production-level scanning will be available in the test environment.

2. Project Management

A single point of contact whose responsibilities include but are not limited to:

- a. Collaboration with Hyland resources on the project schedule;
- b. Coordination of key departmental decision maker(s), subject matter expert(s), end-user representative(s), third party software application resources, project team representative(s) related to the project area, steering committee, project sponsorship;
- c. Facilitate timely decision making and resolution of issues; and
- d. Arrange for physical workspace and tools (desks, meeting rooms, training rooms, conference phones, etc.) for duration of the project to accommodate scheduled onsite activities.

3. Installation and Deployment

- a. Properly setup environment in accordance with Hyland's prerequisites. Setup will consist of the installation, configuration, and administration of, but not limited to, all hardware and operating systems, database instance(s), networking, and required third-party software;
- b. Local and remote access through the use of dedicated user account(s) with appropriate privileges to the Software and relevant third party systems for the engaged Hyland project team;
- c. Setup, execution, and validation of the database maintenance plan for each Software instance;
- d. Perform routine scheduled backups and maintain disaster recovery and contingency plans;
- e. Packaging and deployment of the client Software. Deployment of supporting client hardware (e.g. scanner, signature device) and related third party software (e.g. drivers, licenses) for the Software solution;
- f. Customer will have at least one (1) non-production environment for installation and deployment;
- g. Customer is responsible for the installation or configuration of third party software not purchased through Hyland;

- h. All necessary components including, but not limited to, power, lighting, network connections and environment controls deemed necessary for the proper functioning of the system;
- i. Installation and support of all hardware and operating, database, and application software; and
- j. Customer will provide systems access and include third-party vendors or subject /technical matter experts as required.

4. Software Integrations

- a. Local and remote access (VPN) through the use of dedicated user account(s) with appropriate privileges to the Software and any third party systems;
- b. Remote access must be provided prior to Hyland's arrival at Customer facilities;
- c. Provide interface specialists and technical resources deemed necessary for third party systems with which the Software will integrate; and
- d. Third party application setup (i.e. install, configuration), testing, training, and go-live support related to the integration with the Software.

5. Testing/Training

- a. At least one (1) Software system administrator will or has attended Software system administrator training and will participate actively in the entire project lifecycle for knowledge transfer. The Customer system administrator will support all Software environments, and solutions;
- b. Setup of the Software testing/training workstation(s) (e.g. PC and scanner) including the installation of all necessary software;
- c. Customer is responsible for the development and execution of test plans and test cases; and
- d. Customer is responsible for end-user training on the use of the Software in accordance to the training section identified within the scope.

6. Project Personnel

- a. Customer will assign a project sponsor, who will be actively involved in the project and is the final escalation point for all issues and decisions;
- b. Customer is responsible for designating the appropriate Customer personnel to attend and contribute to all project meetings for the duration of the project;
- c. Customer is responsible for timely completion of deliverables and action items throughout the course of the project;
- d. Customer project resources will not change through the duration of the project within the control of Customer. Hyland will make commercially reasonable efforts to not change project personnel. In the event that either parties resource changes, both Customer and Hyland will reassess the impact to the project cost and timeline at that point;
- e. Customer will assign and Hyland will have access to the appropriate business process owners and resources for the project in a timely manner when requested;
- f. Database administrator, network administrator, subject matter experts, etc., will be available in a timely manner on an as-needed basis;

- g. Customer will assign and Hyland will have access to the appropriate technical resources for the project in a timely manner when requested;
- h. At least one (1) Information Services ("IS") / Information Technology ("IT") representative to assist with the installation with regards to network and system administration; and
- i. At least one (1) Software Administrator to assist in establishing network rights to appropriate disk groups on Customer's file servers for Customer's users.

The parties acknowledge and agree failure to meet responsibilities noted above will likely affect project duration, cost, or quality in the execution and completion of services.

*** END OF DOCUMENT ***

EXHIBIT C

SOFTWARE PROPOSAL (SOFTWARE TO BE GOVERNED BY CLICK THRU LICENSE AGREEMENT)



SOFTWARE PROPOSAL

Solution Pricing

OnBase Software and Maintenance

| | |
|------------------|------------------------|
| Quote ID | 8161 |
| Quote Type | OnBase |
| Purchase Order # | |
| Date Created | 07/22/2014 |
| Vendor Contact | Mark Klages |
| Vendor Phone | +1.949.242.3108 |
| Vendor Email | mark.klages@hyland.com |

| | |
|-----------------|--|
| HSI # | N/A |
| Account Name | Dublin San Ramon Services District |
| Account Address | 7051 Dublin Blvd Dublin, California 94568 |
| Phone Number | (805) 529-0600 |
| Contact Name | Bob Blatt |
| Contact Phone | (805) 529-0600 |
| Contact Email | ecmrfp@dsrsd.com |

| Access | | | | | |
|--|-------------|-------------|----------|--------------------|-------------------------|
| Product Name | Module Code | Unit Price | Quantity | Total Module Price | Total Maintenance Price |
| Concurrent Client | CTIPC1 | \$1,200.00 | 30 | \$36,000.00 | \$7,200.00 |
| Integration for Microsoft Outlook 2013 | OLIP1-13 | \$5,000.00 | 1 | \$5,000.00 | \$1,000.00 |
| Unity Client Server | UNIP1 | \$10,000.00 | 1 | \$10,000.00 | \$2,000.00 |
| Web Server | WTIPW1 | \$10,000.00 | 1 | \$10,000.00 | \$2,000.00 |

| Capture | | | | | |
|--------------|-------------|------------|----------|--------------------|-------------------|
| Product Name | Module Code | Unit Price | Quantity | Total Module Price | Total Maintenance |

| | | | | | Price |
|--|--------|------------|---|------------|------------|
| Production Document Imaging (Kofax or TWAIN) | DIIPW1 | \$5,000.00 | 1 | \$5,000.00 | \$1,000.00 |

| <i>Measure</i> | | | | | |
|------------------------------|-------------|-------------|----------|--------------------|-------------------------|
| Product Name | Module Code | Unit Price | Quantity | Total Module Price | Total Maintenance Price |
| Business Activity Monitoring | BAIPI1 | \$10,000.00 | 1 | \$10,000.00 | \$2,000.00 |
| Report Services | RPIPI1 | \$5,000.00 | 1 | \$5,000.00 | \$1,000.00 |
| StatusView | STIPI1 | \$0.00 | 1 | \$0.00 | \$0.00 |

| <i>OnBase Core Components</i> | | | | | |
|-------------------------------|-------------|------------|----------|--------------------|-------------------------|
| Product Name | Module Code | Unit Price | Quantity | Total Module Price | Total Maintenance Price |
| Multi-User Server | OBIPW1 | \$5,000.00 | 1 | \$5,000.00 | \$1,000.00 |

| <i>Process</i> | | | | | |
|--|-------------|-------------|----------|--------------------|-------------------------|
| Product Name | Module Code | Unit Price | Quantity | Total Module Price | Total Maintenance Price |
| Batch OCR | OCIPW1 | \$1,500.00 | 1 | \$1,500.00 | \$300.00 |
| Digital Signatures | DGIPN1 | \$200.00 | 1 | \$200.00 | \$40.00 |
| EDM Services | DMIPI1 | \$5,000.00 | 1 | \$5,000.00 | \$1,000.00 |
| Full-Text Indexing Concurrent Client for Autonomy IDOL | IDIPC1 | \$300.00 | 30 | \$9,000.00 | \$1,800.00 |
| Full-Text Indexing Server for Autonomy IDOL | IDIPI1 | \$10,000.00 | 1 | \$10,000.00 | \$2,000.00 |
| PDF Framework | PDFIPI1 | \$3,000.00 | 1 | \$3,000.00 | \$600.00 |

| | | | | | |
|-------------------------------|--------|------------|---|------------|----------|
| Unity Forms | UFIP1 | \$0.00 | 1 | \$0.00 | \$0.00 |
| Workflow Concurrent Client SL | WLIPC1 | \$2,200.00 | 1 | \$2,200.00 | \$440.00 |

| Store | | | | | |
|---|-------------|-------------|----------|--------------------|-------------------------|
| Product Name | Module Code | Unit Price | Quantity | Total Module Price | Total Maintenance Price |
| Distributed Disk Services | DSIP1 | \$5,000.00 | 1 | \$5,000.00 | \$1,000.00 |
| Records Management | RIIP1 | \$20,000.00 | 1 | \$20,000.00 | \$4,000.00 |
| Single Sign-On for Microsoft Active Directory Service | SNIP1 | \$0.00 | 1 | \$0.00 | \$0.00 |

All prices are in United States Dollars - USD

Hyland T&E policy will be used for all travel and expenses

For 36 months following the effective date Hyland agrees to honor 20% software discount on additional future client licenses for modules being purchased through this agreement and the 4 following modules:
Advanced Capture, Document Import Processor, Unity Integration Toolkit and Production Document Imaging.

| Quote Summary | |
|--|---------------|
| Software List Price | \$141,900.00 |
| DSRSD Discount | (\$28,380.00) |
| Discounted Software Cost to Customer | \$113,520.00 |
| Maintenance List Price | \$28,380.00 |
| Discounted Maintenance Cost to Customer (18% of Software List Price) | \$25,542.00 |

Module Overview

| <i>Module</i> | <i>Description</i> |
|---|--|
| Concurrent Client | Provides retrieval, viewing, printing, and management of documents. Concurrent Clients have a minimum connection (lease) time of five (5) minutes. Both the OnBase Client or OnBase Web Client can use this license. |
| Integration for Microsoft Outlook 2013 | Allows a Microsoft Outlook user to interact with an OnBase system through the familiar Outlook client. Provides users the ability to save e-mails and/or any associated attachments by simply dragging the e-mail to the "OnBase" folder. Users can also retrieve documents from the interface. |
| Unity Client Server | Desktop client built on .NET and WPF that provides a customizable user experience to the desktop. |
| Web Server | Provides an ActiveX or HTML browser interface to access documents stored in an OnBase database via the Internet, Extranet or corporate Intranet. Each physical Web Server connecting to an OnBase database requires a separate Web Server license. StatusView will not be automatically included with the Web Server. If StatusView functionality is desired for a solution, please include a line item on any order with the code STIP11 as a "No Charge" item. |
| Production Document Imaging (Kofax or TWAIN) | Scans (digitizes) paper documents using Kofax or TWAIN compatible devices. Advanced features include distributed capture and indexing, image enhancement, bar code recognition (Kofax), blank page separation and auto-enabled indexing. |
| Business Activity Monitoring | Provide real-time snapshots of Workflow processes. Available through the StatusView interface of the OnBase Web Server, a SharePoint Web site or a WSRP 1.0-compliant portal, these portlets are configurable by business users who have the appropriate rights. |
| Report Services | Provides the ability to closely monitor critical performance aspects of an OnBase implementation. Designed to be customizable to allow nearly any element within the OnBase system to be audited for business and IT statistics. |
| StatusView | |
| Multi-User Server | Provides utilities, OnBase Configuration, Basic Text Search and Print Servers, three-tier OnBase Broker and a License to use the copyrighted OnBase Database in conjunction with a supported SQL Database Management System (DBMS) in a single instance, multi-user environment. These licenses are not transferable to service bureau customers. |
| Batch OCR | Converts images to text in order to facilitate text searching and/or full text indexing. Supports multiple languages, processing of bi-tonal, grayscale and color images, and creation of multiple output formats (ASCII text, Adobe PDF, HTML or Microsoft Word). Enables batch processing and |

| | |
|---|---|
| | also ad-hoc document OCR from a select list. |
| Digital Signatures | Allows users to digitally approve documents within the OnBase system via certificate-based signing. Also, allows signed documents to be routed in Workflow based on the presence or absence of signatures. |
| EDM Services | Provides the ability to store and manage revisions of documents generated by Microsoft Office and other file formats. Includes multiple file import, revision control, version control, document commenting, checkin/checkout, automatic upload and synchronization of revisions, document templates, and the Briefcase. |
| Full-Text Indexing Concurrent Client for Autonomy IDOL | Provides the ability to retrieve full-text data stored in Autonomy IDOL Full-Text collections. Autonomy IDOL Full-Text can index OCR images, COLD text documents, Adobe PDF documents, Microsoft Office documents, WordPerfect documents, HTML documents and many others. |
| Full-Text Indexing Server for Autonomy IDOL | Provides integration with Autonomy IDOL to provide advanced Full-Text searches for words or phrases that exist within documents stored in OnBase. These words or phrases can exist in COLD documents, text renditions of image documents (OCRed images), and many 3rd party application documents. Can perform fuzzy searches, wildcard searches, stemming searches, thesaurus searches, and searches combining full-text and keywords on document types. |
| PDF Framework | Enables PDF features for dependent products as referenced in the OnBase Requirements section for that product. |
| Unity Forms | |
| Workflow Concurrent Client SL | Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms. |
| Distributed Disk Services | Regulates public access to a server through middleware software that acts as a proxy for accessing Disk Groups. Because communications with the OnBase Client are handled through TCP/IP, administrators are not required to use Windows Shares or UNC paths for Disk Group access. |
| Records Management | Manages the retention, disposition, and destruction of managed record folders according to an organization's business rules, based on the occurrence of an event in accordance with external regulations or compliance laws. This includes Document Retention (DRIP1). |
| Single Sign-On for Microsoft Active Directory Service | Allows OnBase to be configured to use authentication credentials from selected single sign-on service vendors. Single sign-on services centralize authentication and authorization across multiple applications. |

EXHIBIT D
SOFTWARE MAINTENANCE AGREEMENT

Contract #: EU-0000-56834

**OnBase® Information Management System
SOFTWARE MAINTENANCE AGREEMENT**

This Agreement is made and entered into effective as of the date this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures (the "Effective Date"), by and between Hyland Software, Inc., with its principal offices at 28500 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and Dublin San Ramon Services District, with its principal offices at 7051 Dublin Boulevard, Dublin, California 94568 ("Licensee").

RECITAL:

A. Hyland has licensed to Licensee the Software specified in Hyland's OnBase® End User License Agreement with Licensee (as the same may be amended or modified from time to time, the "EULA") and Licensee desires to purchase, and Hyland is willing to provide, Maintenance and Support for such Software in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. DEFINED TERMS. The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by Hyland and payable by Licensee for Maintenance and Support of Supported Software or Extended Support Software for a maintenance period.

(b) Documentation. "Documentation" means the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software.

(c) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the Documentation.

(d) Error Correction Services. "Error Correction Services" means Hyland's services described in Section 2.1(b).

(e) EULA. "EULA" is defined in the recital to this Agreement.

(f) Initial Maintenance Period. "Initial Maintenance Period" means the twelve (12) month period that begins on the sixtieth (60th) day after the Effective Date.

(g) Maintenance and Support. "Maintenance and Support" means:

(1) for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 2.1(d); or

(2) for Extended Support Software: (A) Technical Support Services and (B) the availability of an Upgrade and Enhancement in accordance with Section 2.1(d).

Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software or Extended Support Software with any available Upgrade and Enhancement.

(h) Software. "Software" means the OnBase® Information Management System software licensed by Licensee from Hyland under the EULA.

(i) Supported Software; Extended Support Software; Retired Software. At any particular time during a maintenance period under this Agreement:

(1) "Supported Software" means the current released version of the Software and any other version of such Software that is not Extended Support Software or Retired Software.

(2) "Extended Support Software" means any version of the Software which is identified on Hyland's secure end user web site (currently <https://www.hyland.com/community>) as being subject to extended support.

(3) "Retired Software" means any version of the Software which is identified on Hyland's secure end user web site as being retired.

Hyland will specify on its end user web site Software versions are Extended Support Software or Retired Software. The effective date of such change will be twelve (12) months after the date Hyland initially posts the status change on its end user web site.

(j) Technical Support Services. "Technical Support Services" means Hyland's services described in Section 2.1(a).

(k) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland makes available to Licensee or to Hyland's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

2. MAINTENANCE AND SUPPORT.

2.1 Maintenance and Support Terms. Subject to Licensee's payment of the applicable Annual Maintenance Fees, Hyland will provide Maintenance and Support as follows:

(a) Technical Support Services.

(1) During the hours of 8:00 a.m. to 8:00 p.m., USA Eastern Time, Monday through Friday, excluding holidays, or as otherwise provided by Hyland to its direct customers for Maintenance and Support in the normal course of its business ("Regular Technical Support Hours"), Hyland will provide telephone or online Technical Support Services related to problems reported by Licensee and associated with the operation of any Supported Software or Extended Support Software, including assistance and advice related to the operation of the Supported Software or Extended Support Software.

(2) Technical Support Services are not available for Retired Software.

(b) Error Correction Services.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Licensee and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Licensee. If Hyland is unable to correct the error using a commercially reasonable workaround, it may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Licensee to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction. Solely in the event that an Error in the Supported Software causes the Supported Software to be inaccessible or the functionality of the Supported Software to be substantially impaired, in either case in Licensee's production environment, and Licensee's business operations are materially adversely impacted by such circumstances, and the only way to repair is to require Customer to implement an Upgrade and Enhancement, then such Upgrade and Enhancement shall be at Hyland's sole cost and expense.

(2) During any time outside of Regular Technical Support Hours, Hyland will receive and initially respond to reports of Errors in Supported Software by Licensee only to the extent that the Supported Software is inaccessible or the functionality of the Supported Software is substantially impaired, in either case in Licensee's production environment, and Licensee's business operations are materially adversely impacted by such circumstances. Reports of Errors outside of Regular Technical Support Hours will be made by calling Hyland's regular telephone support number and using Hyland's after hours paging system. Hyland's designated support engineer on call will contact Licensee regarding the problem within three (3) hours after the page. Licensee will not call outside of Regular Technical Support Hours for any other purpose or in any other circumstances. Hyland reserves the right to notify Licensee that it is making unauthorized use of Maintenance and Support outside of Regular Technical Support Hours and to terminate the provision thereof after such notice is given, unless Licensee pays Hyland for such continued after-hours Maintenance and Support at the rate of \$187.50 per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support until Regular Technical Support Hours on the next business day.

(3) Error Correction Services are not available for Extended Support Software or Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) Technical Support Services. In requesting Technical Support Services, Licensee will report any problems or questions related to the operation of any Supported Software or Extended Support Software in accordance with Hyland's then-applicable reporting policies. Hyland's current policies require Licensee to report such a problem or question only during Regular Technical Support Hours and either by telephone, using Hyland's regular technical support telephone line (440-788-5600), or by e-mail, using Hyland's regular technical support e-mail address (support@onbase.com). Hyland shall notify Licensee of any change in reporting policies through Hyland's secure end user website, which is currently www.hyland.com/community.

(2) Error Correction Services. In reporting any suspected Errors in Supported Software, Licensee shall provide prompt notice of any Errors in Supported Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Hyland's then current policies for reporting of Errors. Hyland's current policies require Licensee to report Errors by telephone using Hyland's regular technical support telephone line (440-788-5600) or by e-mail using Hyland's regular technical support e-mail address (support@onbase.com), except that outside of Regular Technical Support Hours all qualified suspected Errors must be reported by telephone. If requested by Hyland, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Hyland in the

detection, confirmation and correction of such Errors. Hyland shall notify Licensee of any change in reporting policies through Hyland's secure end user website, which is currently www.hyland.com/community.

(d) Upgrades and Enhancements.

(1) Hyland will provide, in accordance with Hyland's then current policies, as set forth from time to time on Hyland's secure end user web site (currently <https://www.hyland.com/community>), all Upgrades and Enhancements, if and when released during the term of this Section 2 of this Agreement. Licensee acknowledges and agrees that Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof to its end users.

(2) Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of the EULA and this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.

(3) In the case of Extended Support Software, the only Upgrade and Enhancement available is a full Upgrade and Enhancement to the latest released version of Supported Software.

(4) Upgrades and Enhancements are not available for Retired Software.

(e) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Hyland, all Error corrections and Upgrades and Enhancements to the Supported Software or Extended Support Software, as applicable. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this paragraph shall relieve Hyland of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement.

(f) On-line Access. Licensee acknowledges and agrees that Hyland requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, means of communication and the appropriate communications software as specified by Hyland and an adequate connection with Hyland to facilitate Hyland's on-line Maintenance and Support.

2.2 Exclusions.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Licensee fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Licensee; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Licensee with respect to the Software.

(b) Software API and Work Products. Maintenance and Support is not provided for any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs). In addition, Maintenance and Support is not provided for any Work Products (as defined hereinbelow)

delivered under any work agreement. "Work Products" means all work products in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of professional services.

(c) Excluded Software and Hardware. This Agreement does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software or Extended Support Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Licensee from Hyland.

2.3 Certain Other Responsibilities of Licensee.

(a) Operation of the Software and Related Systems. Except as mutually agreed upon in a Hyland Professional Services Proposal that is executed by a member of Hyland's executive management, Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

2.4 Professional Services for Projects Not Covered by Technical Support Services or Error Correction Services. If Licensee requests technical services related to the Software that Hyland is not obligated to provide under this Agreement, and Hyland nevertheless agrees to provide such requested services, then in any such case Licensee agrees that such services shall not be covered by this Agreement or the Annual Maintenance Fees and such services only shall be engaged and provided pursuant to a separate work agreement for professional services fees in accordance with such terms as the parties may mutually agree upon.

3. **PURCHASE ORDERS.**

Licensee shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period applicable to each Supported Software or Extended Support Software module. Each such purchase order shall be subject to acceptance or rejection by Hyland.

4. **FEES, PAYMENTS, CURRENCY AND TAXES.**

(a) Annual Maintenance Fees.

(1) Initial Software. On or after the Effective Date, Hyland shall invoice Licensee for the annual maintenance fees for the Initial Maintenance Period for the initial Software licensed as more fully set forth in Exhibit A, attached hereto and incorporated herein, in the pro-rated amount of \$19,156.50 for the period of October 1, 2014 through June 30, 2015, and Licensee shall pay such invoice in full on or before July 1, 2015. Licensee shall pay to Hyland the annual maintenance fees for the initial Software licensed as follows: (1) the amount of \$38,313.00 on July 1, 2016, which amount represents annual maintenance fees due in arrears for the first renewal maintenance period commencing on July 1, 2015 through June 30, 2016 (\$25,542.00) and fifty percent (50%) of the annual maintenance fees due for the 2nd renewal maintenance period in advance, commencing on July 1, 2016 through June 30, 2017 (\$12,771.00); (2) the amount of \$38,313.00 on July 1, 2017, which amount represents the remaining fifty percent (50%) of the annual maintenance fees due for the period commencing on July 1, 2016 through June 30, 2017 (\$12,771.00) in arrears plus annual maintenance fees due in advance for the 3rd renewal maintenance period commencing on July 2017 through June 30, 2018 (\$25,542.00); and (3) subject to adjustment in accordance with Section 4(a)(3), the amount of \$25,542 on July 1, 2018 for the fourth renewal maintenance period which is the period of July 1, 2018 through June 30, 2019. The parties agree that Licensee shall not incur any penalty for payment of annual maintenance fees prior to the dates set forth above in this subsection.

(2) Additional Software. Licensee shall pay to Hyland Annual Maintenance Fees for each maintenance period under this Agreement in the amounts invoiced by Hyland for Supported Software or Extended Support Software for the applicable maintenance period. For the first maintenance period of this Agreement applicable to a Supported Software or Extended Support Software module, Hyland shall invoice Licensee for Annual Maintenance Fees promptly upon Hyland's acceptance of Licensee's purchase order for Maintenance and Support of such Software. Licensee shall pay each such invoice in full net 30 days from the invoice date. For renewal maintenance periods under this Agreement, Hyland shall invoice Licensee for Annual Maintenance Fees at least forty-five (45) days prior to the end of the then-current maintenance period. If Licensee elects to renew Maintenance and Support, Licensee shall pay each such invoice in full prior to the commencement date of the maintenance period to which such Annual Maintenance Fees relate. In the event that any maintenance period under this Agreement for a Supported Software or Extended Support Software module is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such maintenance period for such module will be pro-rated based upon the number of calendar months in such maintenance period (including the calendar month in which such maintenance period commences if such period commences prior to the 15th day of such month).

(3) Adjustments to Renewal Annual Maintenance Fees After the First Three Renewal Periods. Hyland agrees that during the fourth, fifth and sixth renewal maintenance periods, Hyland may increase the annual maintenance fees for a particular Software module for any renewal maintenance period by up to three percent (3%) of the previous year's annual maintenance fees for such Software module. Commencing on the seventh renewal maintenance period and thereafter annual maintenance fees for the Software licensed under this Agreement shall be determined at Hyland's then current retail list prices set forth for Maintenance and Support.

(b) Taxes and Governmental Charges. All payments under this Agreement are exclusive of all applicable taxes and governmental charges (such as duties), all of which shall be paid by Licensee (other than taxes on Hyland's income). In the event Licensee is required by law to withhold taxes, Licensee agrees to furnish Hyland all required receipts and documentation substantiating such payment. If Hyland is required by law to remit any tax or governmental charge on behalf of or for the account of Licensee, Licensee agrees to reimburse Hyland within thirty (30) days after Hyland notifies Licensee in writing of such remittance. Licensee agrees to provide Hyland with valid tax exemption certificates in advance of any remittance otherwise required to be made by Hyland on behalf of or for the account of Licensee, where such certificates are applicable.

(c) Resolution of Invoice Disputes. If, prior to the due date for payment under any invoice, Licensee notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute. If the parties' executive managers are unable to resolve the dispute within ten (10) calendar days of such meeting, either party thereafter may file litigation in a court of competent jurisdiction under Section 10(a) of this Agreement to seek resolution of the dispute.

(d) Certain Remedies for Non-Payment or for Late Payment. At the election of Hyland, exercisable by written notice to Licensee, any past due amounts under any Hyland invoice shall bear interest at the rate of one and one-half percent (1.5%) per month (or, if lower, the maximum rate lawfully chargeable) from the date due through the date that such past due amounts and such accrued interest are paid in full. In the event of any default by Licensee in the payment of any amounts invoiced by Hyland, which default continues unremedied for at least ten (10) calendar days after the due date of such payment, Hyland shall have the right to suspend or cease the provision of Maintenance and Support, including the delivery of any Upgrades and Enhancements, to Licensee unless and until such default shall have been cured.

(e) U.S. Dollars. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement to Hyland shall be made in, U.S. dollars.

5. LIMITED WARRANTY.

(a) Limited Warranty. For a period of sixty (60) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation, and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconformity(ies) after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2. This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a) ABOVE, HYLAND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT OR ANY UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED UNDER THIS AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES OR UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(d) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of Hyland by a corporate officer.

6. LIMITATIONS OF LIABILITY.

SECTION 14 OF THE MASTER AGREEMENT BETWEEN HYLAND AND CUSTOMER SHALL APPLY TO THIS SECTION.

7. TERM AND TERMINATION.

7.1 Term.

(a) Generally. Subject to the early termination provisions of this Section 7.1(a) and Sections 7.2 and 7.3, the Initial Maintenance Period as defined in Section 1(g) of this Agreement shall be the first maintenance period of this Agreement; and this Agreement may be renewed for one or more successive additional maintenance periods only by mutual agreement of the parties as follows: (1) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through December 31 of the calendar year in which the Initial Maintenance Period ends; and (2) thereafter, annually on a calendar year by calendar year basis. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of Annual Maintenance Fees for such renewal maintenance period and Licensee's timely payment of such Annual Maintenance Fees. In the case of any additional Supported Software or Extended Support Software that is licensed by Licensee at any time after the commencement of a maintenance period under this Agreement, the first maintenance period applicable to such additional Software under this Agreement shall commence on the date of Hyland's acceptance of the purchase order under which Licensee has ordered Maintenance and Support for such Software and shall end simultaneously with the end of the then current maintenance period covering the other Supported Software or Extended Support Software. Notwithstanding anything to the contrary, this Agreement shall immediately terminate at the time the version of the Software licensed by Licensee and in use in its production environment becomes Retired Software.

(b) Reinstatement. In the event of the termination of this Agreement either by Licensee's decision not to agree to renew or by the Software becoming Retired Software, Licensee may during the term of this Agreement after the effective date of such termination elect to reinstate this Agreement in accordance with this Section 7.1(b). To obtain reinstatement, Licensee shall: (1) deliver written notice to such effect to Hyland; (2) pay Hyland: (A) Annual Maintenance Fees for all periods which have elapsed from the effective date of such termination through the effective date of such reinstatement (as determined under Section 7.1(a) as if this Agreement had not been terminated); and (B) an amount equal to one hundred ten percent (110%) of the Annual Maintenance Fee for the renewal period of this Agreement commencing on the effective date of such reinstatement; and (3) if the Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this Section 7.1(b) shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal period commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Agreement shall be renewed for an additional maintenance period as described in Section 7.1(a).

EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 7.1(b), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.

7.2 Early Termination by Licensee.

(a) For Convenience. At any time Licensee may terminate this Agreement, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect.

(b) For Cause. Licensee shall be entitled to give written notice to Hyland of any breach by Hyland or other failure by Hyland to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Hyland to cure the breach or non-compliance. If Hyland has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

7.3 Termination by Hyland For Cause. Hyland shall be entitled to give written notice to Licensee of any breach by Licensee or other failure by Licensee to comply with any material term or condition of the EULA or this Agreement, specifying the nature of such breach or non-compliance and requiring Licensee to cure the breach or

non-compliance. If Licensee has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), any breach or non-compliance within thirty (30) calendar days after receipt of such written notice, Hyland shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

7.4 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

(a) Limited Refund of Annual Maintenance Fees. In the event Licensee has terminated this Agreement in accordance with the provisions of Section 7.2(b), so long as Licensee has complied in all material respects with its obligations under this Agreement and is current on all payment obligations under this Agreement, Licensee shall be entitled to a refund from Hyland of the "unused portion of the Annual Maintenance Fees" for the then-current maintenance period. For these purposes, the "unused portion of the Annual Maintenance Fees" shall mean that portion of the Annual Maintenance Fees paid by Licensee, with respect to the maintenance period during which such termination of this Agreement is effective, equal to the total of such Annual Maintenance Fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then-current maintenance period that remain until the end of such then-current period, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current maintenance period determined without regard to such termination.

(b) Survival of Certain Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 2.1(d)(2) (as it relates to title and ownership), Section 5(c) and (d), Section 5, Section 6, Section 7, Section 9 and Section 10.

8. FORCE MAJEURE. No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 8 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 8 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

9. NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

10. GENERAL PROVISIONS.

(a) Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the

substantive laws of the State of California (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods, as amended), without regard to the conflicts of laws provisions thereof.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Modification. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties.

(e) Binding Agreement; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Hyland may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Hyland. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 10(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support.

(h) Subcontracting. Hyland may subcontract all or any part of Maintenance and Support. Hyland shall remain responsible to Licensee for the provision of any subcontracted services.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) Injunctive Relief. The parties to this Agreement recognize that a remedy at law for a breach of the provisions of this Agreement relating to confidential information and intellectual property rights will not be adequate for Hyland's protection and, accordingly, Hyland shall have the right to obtain, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this Agreement.

(k) Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

(I) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives:

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

HYLAND SOFTWARE, INC.

By: Noreen Kilbane
NOREEN KILBANE

Print Name: _____

Title: _____ V.P.

Date: 8/8/14

Hyland Legal

Approved By: MAP

Date: 8/8/14

**EXHIBIT A
INITIAL SOFTWARE**

| Software Module | Quantity | Software License Fees |
|--|-----------------|------------------------------|
| OnBase Concurrent Client | 30 | \$36,000.00 |
| Integration for Microsoft Outlook 2013 | 1 | \$5,000.00 |
| Unity Client Server | 1 | \$10,000.00 |
| Web Server | 1 | \$10,000.00 |
| Production Document Imaging (Kofax or TWAIN) | | \$5,000.00 |
| Business Activity Monitoring | 1 | \$10,000.00 |
| Report Services | 1 | \$5,000.00 |
| StatusView | 1 | \$0.00 |
| Multi-User Server | 1 | \$5,000.00 |
| Batch OCR | 1 | \$1,500.00 |
| Digital Signatures | 1 | \$200.00 |
| EDM Services | 1 | \$5,000.00 |
| Full-Text Indexing Concurrent Client for Autonomy IDOL | 30 | \$9,000.00 |
| Full-Text Indexing Server for Autonomy IDOL | 1 | \$10,000.00 |
| Unity Forms | 1 | \$0.00 |
| Distributed Disk Services | 1 | \$5,000.00 |
| Records Management | 1 | \$20,000.00 |
| Single Sign-On for Microsoft Active Directory Service | 1 | \$0.00 |
| PDF Framework | 1 | \$3,000.00 |
| Workflow Concurrent Client SL | 1 | \$2,200.00 |
| SUBTOTAL | | \$141,900.00 |
| Less Discount (20%) | | (\$28,380.00) |
| TOTAL | | \$113,520.00 |



| | | |
|--|--|--|
| Reference Organizational Services Manager | Type of Action Adopt Pay Schedule | Board Meeting of August 19, 2014 |
| Subject Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 2-14 | | |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input checked="" type="checkbox"/> Resolution |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Informational | <input type="checkbox"/> Other |
| REPORT: | <input checked="" type="checkbox"/> Verbal | <input type="checkbox"/> Presentation |
| | <input checked="" type="checkbox"/> Staff | <input type="checkbox"/> Board Member |

Recommendation:

The Organizational Services Manager recommends the Board of Directors adopt, by Resolution, the District Pay Schedule in accordance with California Code of Regulations (CCR), Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and rescind Resolution No. 2-14.

Summary:

Per Resolution No. 2-14, the Board of Directors adopted the publicly available pay schedule in accordance with California Code of Regulations (CCR), Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule.

The pay schedule has been updated with the corresponding base salary and effective date for the District General Manager salary range following the application of the cost-of-living salary increase specified in the Personal Services Agreement (PSA), as required by CCR, Title 2, Section 570.5.

The regulation specifies that compensation earnable is defined in statute and further clarified by CCR, Title 2, Section 570.5, and that salaries shall be “duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws.” Therefore, only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits. This regulation applies to all employers reporting compensation to CalPERS.

This pay schedule shall reflect salaries currently in place and previously agreed to by the District in accordance with the various Memoranda of Understanding and Personal Services Agreements. They are revised whenever a salary or salary range is revised, even if by operation of a previously approved contract.

| Committee Review | | | Legal Review | Staff Review | | |
|--|---|-------------------------------------|---------------------------------------|------------------------------------|---------------------------------------|-------------|
| COMMITTEE --- | DATE --- | RECOMMENDATION --- | Not Required | ORIGINATOR M. Gallardo | DEPARTMENT Organizational Services | REVIEWED BY |
| ATTACHMENTS <input type="checkbox"/> None | | | | | | |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$0 | <input type="checkbox"/> Funding Source A. B. | | Attachments to S&R 1. 2. 3. | | | |

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, AND RESCINDING RESOLUTION NO. 2-14

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 2-14, the Board-adopted pay schedule was approved on January 21, 2014; and

WHEREAS, pursuant to Resolution No. 23-01 adopted June 19, 2001, this Board approved and authorized execution of an agreement for personal services with Bert L. Michalczyk as General Manager ("The Agreement"); and

WHEREAS, pursuant to Resolution No. 2-12 adopted January 17, 2012, this Board approved Amendment 11 to The Agreement through 2016; and

WHEREAS, the specific language of The Agreement establishes a salary increase effective the anniversary date of The Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California, as follows:

- (1) That the attached pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" attached hereto and incorporated herein by reference is approved and adopted, and Resolution No. 2-14 is hereby rescinded and attached as Exhibit "B."

Res. No. _____

- (2) That the pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 19th day of August 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

ATTEST: _____
Nancy G. Hatfield, District Secretary

**DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5**

In accordance with Board-approved resolutions and the District's established payroll procedures (26 pay periods per year, 14 days per pay period).

Time base for each pay rate: Full time employee (1.0 FTE), 40 hours per work week.

| Non-Exempt, Hourly Classifications | | | | Monthly Salary | | | | | Hourly Pay Rate | | | | |
|------------------------------------|----------|------------|-------------|----------------|--------|--------|--------|--------|-----------------|---------|---------|---------|---------|
| Job Classification | Job Code | Effective | Resolution# | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E |
| ACCOUNT CLERK I | CACCK1 | 12/23/2013 | 73-11 | 4388 | 4608 | 4837 | 5080 | 5333 | 25.3154 | 26.5846 | 27.9058 | 29.3077 | 30.7673 |
| ACCOUNT CLERK II | CACCK2 | 12/23/2013 | 73-11 | 4826 | 5068 | 5322 | 5588 | 5868 | 27.8423 | 29.2385 | 30.7038 | 32.2385 | 33.8538 |
| ACCOUNTANT I | PACCT1 | 12/23/2013 | 74-11 | 6722 | 7058 | 7411 | 7782 | 8171 | 38.7808 | 40.7192 | 42.7558 | 44.8962 | 47.1404 |
| ACCOUNTING TECHNICIAN I | CACTC1 | 12/23/2013 | 73-11 | 5352 | 5621 | 5902 | 6197 | 6506 | 30.8769 | 32.4288 | 34.0500 | 35.7519 | 37.5346 |
| ACCOUNTING TECHNICIAN II | CACTC2 | 12/23/2013 | 73-11 | 5887 | 6181 | 6491 | 6816 | 7156 | 33.9635 | 35.6596 | 37.4481 | 39.3231 | 41.2846 |
| ADMIN ASSISTANT I - CONF | HADAS1 | 12/23/2013 | 76-11 | 5097 | 5351 | 5620 | 5900 | 6193 | 29.4058 | 30.8712 | 32.4231 | 34.0385 | 35.7288 |
| ADMIN ASSISTANT II - CONF | HADAS2 | 12/23/2013 | 76-11 | 5603 | 5884 | 6178 | 6488 | 6812 | 32.3250 | 33.9462 | 35.6423 | 37.4308 | 39.3000 |
| ADMINISTRATIVE ANALYST I | PADAN1 | 12/23/2013 | 74-11 | 7360 | 7727 | 8115 | 8520 | 8946 | 42.4615 | 44.5788 | 46.8173 | 49.1538 | 51.6115 |
| ADMINISTRATIVE ASSISTANT I | CADAS1 | 12/23/2013 | 73-11 | 4438 | 4658 | 4893 | 5138 | 5393 | 25.6038 | 26.8731 | 28.2288 | 29.6423 | 31.1135 |
| ADMINISTRATIVE ASSISTANT II | CADAS2 | 12/23/2013 | 73-11 | 4882 | 5128 | 5383 | 5652 | 5934 | 28.1654 | 29.5846 | 31.0558 | 32.6077 | 34.2346 |
| ADMINISTRATIVE TECHNICIAN | CADMTC | 12/23/2013 | 73-11 | 5735 | 6023 | 6324 | 6640 | 6972 | 33.0865 | 34.7481 | 36.4846 | 38.3077 | 40.2231 |
| ADMINISTRATIVE TECHNICIAN-CONF | HADMTC | 12/23/2013 | 76-11 | 5973 | 6272 | 6583 | 6914 | 7261 | 34.4596 | 36.1846 | 37.9788 | 39.8885 | 41.8904 |
| CO-GENERATION SPECIALIST | CCOGSP | 12/23/2013 | 73-11 | 7699 | 8086 | 8489 | 8915 | 9359 | 44.4173 | 46.6500 | 48.9750 | 51.4327 | 53.9942 |
| COMMUNITY AFFAIRS SPEC I | PCAFS1 | 12/23/2013 | 74-11 | 7054 | 7406 | 7778 | 8166 | 8575 | 40.6962 | 42.7269 | 44.8731 | 47.1115 | 49.4712 |
| CONSTRUCTION INSPECTOR I | CCOIN1 | 12/23/2013 | 73-11 | 6590 | 6918 | 7265 | 7628 | 8008 | 38.0192 | 39.9115 | 41.9135 | 44.0077 | 46.2000 |
| CONSTRUCTION INSPECTOR II | CCOIN2 | 12/23/2013 | 73-11 | 7247 | 7609 | 7992 | 8390 | 8808 | 41.8096 | 43.8981 | 46.1077 | 48.4038 | 50.8154 |
| CUSTOMER FIELD REP I | CCFDR1 | 12/23/2013 | 73-11 | 4991 | 5242 | 5504 | 5779 | 6067 | 28.7942 | 30.2423 | 31.7538 | 33.3404 | 35.0019 |
| CUSTOMER FIELD REP II | CCFDR2 | 12/23/2013 | 73-11 | 5489 | 5764 | 6055 | 6357 | 6674 | 31.6673 | 33.2538 | 34.9327 | 36.6750 | 38.5038 |
| CUSTOMER SERVICES REP I | CCSRP1 | 12/23/2013 | 73-11 | 4360 | 4578 | 4807 | 5048 | 5300 | 25.1538 | 26.4115 | 27.7327 | 29.1231 | 30.5769 |
| CUSTOMER SERVICES REP II | CCSRP2 | 12/23/2013 | 73-11 | 4797 | 5038 | 5287 | 5550 | 5829 | 27.6750 | 29.0654 | 30.5019 | 32.0192 | 33.6288 |
| CUSTOMER SERVICES REP III | CCSRP3 | 12/23/2013 | 73-11 | 6039 | 6342 | 6660 | 6994 | 7342 | 34.8404 | 36.5885 | 38.4231 | 40.3500 | 42.3577 |
| ELECTRICIAN | CELECT | 12/23/2013 | 73-11 | 7083 | 7437 | 7809 | 8199 | 8609 | 40.8635 | 42.9058 | 45.0519 | 47.3019 | 49.6673 |
| ENGINEERING TECH / GIS SPEC I | CENTC1 | 12/23/2013 | 73-11 | 6032 | 6335 | 6652 | 6984 | 7333 | 34.8000 | 36.5481 | 38.3769 | 40.2923 | 42.3058 |
| ENGINEERING TECH / GIS SPEC II | CENTC2 | 12/23/2013 | 73-11 | 6636 | 6967 | 7316 | 7682 | 8065 | 38.2846 | 40.1942 | 42.2077 | 44.3192 | 46.5288 |
| ENVIRONMENTAL CHEMIST I | PENCH1 | 12/23/2013 | 74-11 | 6929 | 7275 | 7638 | 8022 | 8422 | 39.9750 | 41.9712 | 44.0654 | 46.2808 | 48.5885 |
| ENVIRONMENTAL COMPL INSP I-CW | CECIC1 | 12/23/2013 | 73-11 | 6375 | 6692 | 7028 | 7381 | 7749 | 36.7788 | 38.6077 | 40.5462 | 42.5827 | 44.7058 |
| ENVIRONMENTAL COMPL INSP II-CW | CECIC2 | 12/23/2013 | 73-11 | 7015 | 7364 | 7732 | 8119 | 8523 | 40.4712 | 42.4846 | 44.6077 | 46.8404 | 49.1712 |
| ENVIRONMENTAL COMPL INSP II-PT | CECIP2 | 12/23/2013 | 73-11 | 7015 | 7364 | 7732 | 8119 | 8523 | 40.4712 | 42.4846 | 44.6077 | 46.8404 | 49.1712 |
| ENVIRONMENTAL COMPL INSP I-PT | CECIP1 | 12/23/2013 | 73-11 | 6375 | 6692 | 7028 | 7381 | 7749 | 36.7788 | 38.6077 | 40.5462 | 42.5827 | 44.7058 |
| FLEET MECHANIC | CFMECH | 12/23/2013 | 73-11 | 6310 | 6625 | 6957 | 7304 | 7669 | 36.4038 | 38.2212 | 40.1365 | 42.1385 | 44.2442 |
| GIS ANALYST I | PGISA1 | 12/23/2013 | 74-11 | 7771 | 8159 | 8569 | 8997 | 9445 | 44.8327 | 47.0712 | 49.4365 | 51.9058 | 54.4904 |
| HUMAN RESOURCES ANALYST I | HHRAN1 | 12/23/2013 | 76-11 | 7421 | 7792 | 8181 | 8590 | 9019 | 42.8135 | 44.9538 | 47.1981 | 49.5577 | 52.0327 |
| HUMAN RESOURCES TECHNICIAN | HHRTC | 12/23/2013 | 76-11 | 5973 | 6272 | 6583 | 6914 | 7261 | 34.4596 | 36.1846 | 37.9788 | 39.8885 | 41.8904 |
| INFORMATION SYSTEMS TECH I | CISTC1 | 12/23/2013 | 73-11 | 5751 | 6037 | 6340 | 6657 | 6991 | 33.1788 | 34.8288 | 36.5769 | 38.4058 | 40.3327 |
| INFORMATION SYSTEMS TECH II | CISTC2 | 12/23/2013 | 73-11 | 6324 | 6640 | 6972 | 7322 | 7689 | 36.4846 | 38.3077 | 40.2231 | 42.2423 | 44.3596 |
| INFORMATION TECH ANALYST I | PITAN1 | 12/23/2013 | 74-11 | 7933 | 8328 | 8744 | 9182 | 9641 | 45.7673 | 48.0462 | 50.4462 | 52.9731 | 55.6212 |
| INSTRUMENTATION TECHNICIAN | CINSTC | 12/23/2013 | 73-11 | 7239 | 7603 | 7981 | 8382 | 8801 | 41.7635 | 43.8635 | 46.0442 | 48.3577 | 50.7750 |
| JUNIOR ENGINEER | PJRENG | 12/23/2013 | 74-11 | 7368 | 7736 | 8123 | 8528 | 8955 | 42.5077 | 44.6308 | 46.8635 | 49.2000 | 51.6635 |
| JUNIOR PLANNER | PJRPLN | 12/23/2013 | 74-11 | 6939 | 7285 | 7649 | 8032 | 8433 | 40.0327 | 42.0288 | 44.1288 | 46.3385 | 48.6519 |
| LABORATORY TECHNICIAN | CLABTC | 12/23/2013 | 73-11 | 6062 | 6365 | 6683 | 7018 | 7368 | 34.9731 | 36.7212 | 38.5558 | 40.4885 | 42.5077 |

**DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5**

In accordance with Board-approved resolutions and the District's established payroll procedures (26 pay periods per year, 14 days per pay period).

Time base for each pay rate: Full time employee (1.0 FTE), 40 hours per work week.

| | | | | | | | | | | | | | |
|---------------------------------------|-----------|------------|-------|------|------|------|------|-------|---------|---------|---------|---------|---------|
| MAINTENANCE WORKER I | CMTWK1 | 12/23/2013 | 73-11 | 5133 | 5388 | 5658 | 5940 | 6238 | 29.6135 | 31.0846 | 32.6423 | 34.2692 | 35.9885 |
| MAINTENANCE WORKER II | CMTWK2 | 12/23/2013 | 73-11 | 5644 | 5928 | 6224 | 6535 | 6860 | 32.5615 | 34.2000 | 35.9077 | 37.7019 | 39.5769 |
| MECHANIC I | CMECH1 | 12/23/2013 | 73-11 | 5921 | 6216 | 6528 | 6853 | 7197 | 34.1596 | 35.8615 | 37.6615 | 39.5365 | 41.5212 |
| MECHANIC II | CMECH2 | 12/23/2013 | 73-11 | 6511 | 6837 | 7179 | 7539 | 7915 | 37.5635 | 39.4442 | 41.4173 | 43.4942 | 45.6635 |
| MECHANIC II-CRANE CERTIFIED | CMECCC | 12/23/2013 | 73-11 | 6675 | 7009 | 7360 | 7727 | 8115 | 38.5096 | 40.4365 | 42.4615 | 44.5788 | 46.8173 |
| OPERATIONS CONTROL SYSTEM SPEC | COPCSS | 12/23/2013 | 73-11 | 7727 | 8115 | 8519 | 8946 | 9393 | 44.5788 | 46.8173 | 49.1481 | 51.6115 | 54.1904 |
| OPERATOR IN TRAINING | CWTPOT | 12/23/2013 | 73-11 | 5048 | 5300 | 5565 | 5843 | 6135 | 29.1231 | 30.5769 | 32.1058 | 33.7096 | 35.3942 |
| PROCESS LEAD WWTP OPERATOR IV | CWTPO4 | 12/23/2013 | 73-11 | 7375 | 7744 | 8130 | 8537 | 8964 | 42.5481 | 44.6769 | 46.9038 | 49.2519 | 51.7154 |
| PROCESS LEAD WWTP OPERATOR V | CWTPO5 | 12/23/2013 | 73-11 | 7744 | 8130 | 8537 | 8964 | 9412 | 44.6769 | 46.9038 | 49.2519 | 51.7154 | 54.3000 |
| SAFETY TECHNICIAN | CSAFTE | 12/23/2013 | 73-11 | 6062 | 6365 | 6683 | 7018 | 7368 | 34.9731 | 36.7212 | 38.5558 | 40.4885 | 42.5077 |
| SENIOR ACCOUNTING TECHNICIAN | CSACTC | 12/23/2013 | 73-11 | 6478 | 6801 | 7140 | 7497 | 7872 | 37.3731 | 39.2365 | 41.1923 | 43.2519 | 45.4154 |
| SENIOR ELECTRICAL/ELECTR TECH | CSEETC | 12/23/2013 | 73-11 | 7966 | 8365 | 8781 | 9220 | 9680 | 45.9577 | 48.2596 | 50.6596 | 53.1923 | 55.8462 |
| SENIOR ELECTRICIAN | CSRELECT | 12/23/2013 | 73-11 | 7792 | 8181 | 8589 | 9019 | 9470 | 44.9538 | 47.1981 | 49.5519 | 52.0327 | 54.6346 |
| SENIOR ENG TECH / GIS SPEC | CSENTC | 12/23/2013 | 73-11 | 7298 | 7664 | 8046 | 8451 | 8871 | 42.1038 | 44.2154 | 46.4192 | 48.7558 | 51.1788 |
| SENIOR MECHANIC | CSRMEC | 12/23/2013 | 73-11 | 7165 | 7521 | 7899 | 8293 | 8706 | 41.3365 | 43.3904 | 45.5712 | 47.8442 | 50.2269 |
| SENIOR MECHANIC-CRANE CERT | CSRMCC | 12/23/2013 | 73-11 | 7342 | 7709 | 8094 | 8499 | 8924 | 42.3577 | 44.4750 | 46.6962 | 49.0327 | 51.4846 |
| SENIOR WWTP OPERATOR III | CSWTPO | 12/23/2013 | 73-11 | 7023 | 7375 | 7744 | 8130 | 8537 | 40.5173 | 42.5481 | 44.6769 | 46.9038 | 49.2519 |
| SR ENVIRONMENTAL COMPL INSP | CSRECI | 12/23/2013 | 73-11 | 7716 | 8100 | 8506 | 8929 | 9377 | 44.5154 | 46.7308 | 49.0731 | 51.5135 | 54.0981 |
| SR INSTRUMENT/CONTROLS TECH | CSRICTECH | 12/23/2013 | 73-11 | 8499 | 8925 | 9371 | 9840 | 10333 | 49.0327 | 51.4904 | 54.0635 | 56.7692 | 59.6135 |
| WATER/WW SYSTEMS OP IV-ON CALL | CWW4OC | 12/23/2013 | 73-11 | 7199 | 7558 | 7938 | 8334 | 8750 | 41.5327 | 43.6038 | 45.7962 | 48.0808 | 50.4808 |
| WATER/WW SYSTEMS OPERATOR I | CWWSO1 | 12/23/2013 | 73-11 | 5048 | 5300 | 5565 | 5843 | 6135 | 29.1231 | 30.5769 | 32.1058 | 33.7096 | 35.3942 |
| WATER/WW SYSTEMS OPERATOR II | CWWSO2 | 12/23/2013 | 73-11 | 5806 | 6094 | 6399 | 6719 | 7055 | 33.4962 | 35.1577 | 36.9173 | 38.7635 | 40.7019 |
| WATER/WW SYSTEMS OPERATOR III | CWWSO3 | 12/23/2013 | 73-11 | 6385 | 6705 | 7039 | 7391 | 7761 | 36.8365 | 38.6827 | 40.6096 | 42.6404 | 44.7750 |
| WATER/WW SYSTEMS OPERATOR IV | CWWSO4 | 12/23/2013 | 73-11 | 7023 | 7375 | 7744 | 8130 | 8537 | 40.5173 | 42.5481 | 44.6769 | 46.9038 | 49.2519 |
| WATER/WW SYSTEMS OPERATOR V | CWWSO5 | 12/23/2013 | 73-11 | 7558 | 7938 | 8334 | 8750 | 9186 | 43.6038 | 45.7962 | 48.0808 | 50.4808 | 52.9962 |
| WATER/WW SYSTEMS OPERATOR VI | CWWSO6 | 12/23/2013 | 73-11 | 7938 | 8334 | 8750 | 9186 | 9645 | 45.7962 | 48.0808 | 50.4808 | 52.9962 | 55.6442 |
| WWTP OPERATOR I | CWTPO1 | 12/23/2013 | 73-11 | 5806 | 6094 | 6399 | 6719 | 7055 | 33.4962 | 35.1577 | 36.9173 | 38.7635 | 40.7019 |
| WWTP OPERATOR II | CWTPO2 | 12/23/2013 | 73-11 | 6385 | 6705 | 7039 | 7391 | 7761 | 36.8365 | 38.6827 | 40.6096 | 42.6404 | 44.7750 |

**DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5**

In accordance with Board-approved resolutions and the District's established payroll procedures (26 pay periods per year, 14 days per pay period).

Time base for each pay rate: Full time employee (1.0 FTE), 40 hours per work week.

| Exempt Classifications | | | | Monthly Salary | | | | | Bi-Weekly Pay Rate | | | | |
|---------------------------------|----------|------------|-------------|----------------|--------|--------|--------|--------|--------------------|---------|---------|---------|----------|
| Job Classification | Job Code | Effective | Resolution# | Step A | Step B | Step C | Step D | Step E | Step A | Step B | Step C | Step D | Step E |
| ACCOUNTANT II | PACCT2 | 12/23/2013 | 74-11 | 7338 | 7705 | 8090 | 8494 | 8919 | 3386.77 | 3556.15 | 3733.85 | 3920.31 | 4116.46 |
| ADMINISTRATIVE ANALYST II | PADAN2 | 12/23/2013 | 74-11 | 8040 | 8441 | 8864 | 9308 | 9773 | 3710.77 | 3895.85 | 4091.08 | 4296.00 | 4510.62 |
| ASSISTANT ENGINEER | PASENG | 12/23/2013 | 74-11 | 8050 | 8452 | 8873 | 9317 | 9783 | 3715.38 | 3900.92 | 4095.23 | 4300.15 | 4515.23 |
| ASSISTANT PLANNER | PASPLN | 12/23/2013 | 74-11 | 7576 | 7955 | 8353 | 8770 | 9209 | 3496.62 | 3671.54 | 3855.23 | 4047.69 | 4250.31 |
| ASSOCIATE CIVIL ENGINEER-SME | PAESME | 12/23/2013 | 74-11 | 9171 | 9629 | 10110 | 10616 | 11147 | 4232.77 | 4444.15 | 4666.15 | 4899.69 | 5144.77 |
| ASSOCIATE ENGINEER-SUP | MASENG | 12/23/2013 | 75-11 | 9769 | 10257 | 10770 | 11309 | 11875 | 4508.77 | 4734.00 | 4970.77 | 5219.54 | 5480.77 |
| ASSOCIATE PLANNER | PASOPL | 12/23/2013 | 74-11 | 8280 | 8693 | 9127 | 9584 | 10063 | 3821.54 | 4012.15 | 4212.46 | 4423.38 | 4644.46 |
| BUYER | PBUYER | 12/23/2013 | 74-11 | 6918 | 7264 | 7627 | 8007 | 8408 | 3192.92 | 3352.62 | 3520.15 | 3695.54 | 3880.62 |
| CLEAN WATER PROGRAMS SPEC | PCWPSP | 12/23/2013 | 74-11 | 8266 | 8679 | 9112 | 9568 | 10045 | 3815.08 | 4005.69 | 4205.54 | 4416.00 | 4636.15 |
| COMMUNITY AFFAIRS SPEC II | PCAFS2 | 12/23/2013 | 74-11 | 7704 | 8089 | 8493 | 8918 | 9364 | 3555.69 | 3733.38 | 3919.85 | 4116.00 | 4321.85 |
| COMMUNITY AFFAIRS SUPERVISOR | MCASUP | 12/23/2013 | 75-11 | 9806 | 10296 | 10812 | 11353 | 11921 | 4525.85 | 4752.00 | 4990.15 | 5239.85 | 5502.00 |
| CUSTOMER SERVICES SUPERVISOR | MCSSUP | 12/23/2013 | 75-11 | 8826 | 9266 | 9729 | 10217 | 10728 | 4073.54 | 4276.62 | 4490.31 | 4715.54 | 4951.38 |
| ELECTRICAL AND INSTRUM SUP | MEISUP | 12/23/2013 | 75-11 | 8728 | 9164 | 9622 | 10104 | 10611 | 4028.31 | 4229.54 | 4440.92 | 4663.38 | 4897.38 |
| EMPLOYEE DEVELOPMENT SPEC | PEEDSP | 12/23/2013 | 74-11 | 8114 | 8518 | 8944 | 9392 | 9861 | 3744.92 | 3931.38 | 4128.00 | 4334.77 | 4551.23 |
| ENGINEERING SERVICES MANAGER | ESM | 12/23/2013 | 53-13 | 0 | 0 | 0 | 0 | 15088 | 0.00 | 0.00 | 0.00 | 0.00 | 6963.69 |
| ENVIRONM SERVICES ADMINIST | MESADM | 12/23/2013 | 75-11 | 11705 | 12289 | 12904 | 13548 | 14226 | 5402.31 | 5671.85 | 5955.69 | 6252.92 | 6565.85 |
| ENVIRONMENTAL CHEMIST II | PENCH2 | 12/23/2013 | 74-11 | 7565 | 7943 | 8340 | 8757 | 9195 | 3491.54 | 3666.00 | 3849.23 | 4041.69 | 4243.85 |
| EXECUTIVE SERVICES SUPERVISOR | MESSUP | 12/23/2013 | 75-11 | 10463 | 10986 | 11535 | 12110 | 12717 | 4829.08 | 5070.46 | 5323.85 | 5589.23 | 5869.38 |
| FIELD OPERATIONS SUPERVISOR | MFOSUP | 12/23/2013 | 75-11 | 9519 | 9993 | 10494 | 11017 | 11568 | 4393.38 | 4612.15 | 4843.38 | 5084.77 | 5339.08 |
| FINANCIAL ANALYST | PFINAN | 12/23/2013 | 74-11 | 8321 | 8738 | 9175 | 9633 | 10114 | 3840.46 | 4032.92 | 4234.62 | 4446.00 | 4668.00 |
| FINANCIAL SERVICES MANAGER | FSMFO | 12/23/2013 | 44-13 | 0 | 0 | 0 | 0 | 14540 | 0.00 | 0.00 | 0.00 | 0.00 | 6710.77 |
| FINANCIAL SERVICES SUPERVISOR | MFSSUP | 12/23/2013 | 75-11 | 10499 | 11023 | 11574 | 12154 | 12761 | 4845.69 | 5087.54 | 5341.85 | 5609.54 | 5889.69 |
| GENERAL MANAGER | GM | 7/1/2014 | | 0 | 0 | 0 | 0 | 24031 | 0.00 | 0.00 | 0.00 | 0.00 | 11091.23 |
| GIS ANALYST II | PGISA2 | 12/23/2013 | 74-11 | 8492 | 8917 | 9362 | 9831 | 10322 | 3919.38 | 4115.54 | 4320.92 | 4537.38 | 4764.00 |
| GRAPHIC DESIGNER | PGRPTC | 12/23/2013 | 74-11 | 7704 | 8089 | 8493 | 8918 | 9364 | 3555.69 | 3733.38 | 3919.85 | 4116.00 | 4321.85 |
| HUMAN RESOURCES ANALYST II | HHRAN2 | 12/23/2013 | 76-11 | 8108 | 8513 | 8939 | 9384 | 9855 | 3742.15 | 3929.08 | 4125.69 | 4331.08 | 4548.46 |
| HUMAN RESOURCES SUPERVISOR | MHRSUP | 12/23/2013 | 75-11 | 10302 | 10815 | 11355 | 11924 | 12519 | 4754.77 | 4991.54 | 5240.77 | 5503.38 | 5778.00 |
| INFORMATION SERVICES SUPERVISOR | MISSUP | 12/23/2013 | 75-11 | 11392 | 11960 | 12559 | 13188 | 13847 | 5257.85 | 5520.00 | 5796.46 | 6086.77 | 6390.92 |
| INFORMATION TECH ANALYST II | PITAN2 | 12/23/2013 | 74-11 | 8669 | 9102 | 9557 | 10036 | 10537 | 4001.08 | 4200.92 | 4410.92 | 4632.00 | 4863.23 |
| LABORATORY SUPERVISOR | MLBSUP | 12/23/2013 | 75-11 | 9604 | 10083 | 10588 | 11116 | 11673 | 4432.62 | 4653.69 | 4886.77 | 5130.46 | 5387.54 |
| MECHANICAL SUPERVISOR | MMESUP | 12/23/2013 | 75-11 | 8540 | 8967 | 9414 | 9886 | 10379 | 3941.54 | 4138.62 | 4344.92 | 4562.77 | 4790.31 |
| OPERATIONS MANAGER | OM | 12/23/2013 | 79-11 | 0 | 0 | 0 | 0 | 16445 | 0.00 | 0.00 | 0.00 | 0.00 | 7590.00 |
| ORGANIZATIONAL SERVICES MANAGER | HRMPIO | 12/23/2013 | 33-13 | 0 | 0 | 0 | 0 | 13529 | 0.00 | 0.00 | 0.00 | 0.00 | 6244.15 |
| PRINCIPAL ENGINEER-SME | PPESME | 12/23/2013 | 74-11 | 10979 | 11527 | 12104 | 12709 | 13345 | 5067.23 | 5320.15 | 5586.46 | 5865.69 | 6159.23 |
| PRINCIPAL ENGINEER-SUP | MPRENG | 12/23/2013 | 75-11 | 11823 | 12413 | 13033 | 13686 | 14370 | 5456.77 | 5729.08 | 6015.23 | 6316.62 | 6632.31 |
| SAFETY OFFICER | PSAFOF | 12/23/2013 | 74-11 | 8543 | 8970 | 9418 | 9889 | 10383 | 3942.92 | 4140.00 | 4346.77 | 4564.15 | 4792.15 |
| SENIOR CIVIL ENGINEER-SME | PSESME | 12/23/2013 | 74-11 | 10031 | 10532 | 11058 | 11612 | 12193 | 4629.69 | 4860.92 | 5103.69 | 5359.38 | 5627.54 |
| SENIOR CIVIL ENGINEER-SUP | MSCESU | 12/23/2013 | 75-11 | 10746 | 11285 | 11848 | 12441 | 13061 | 4959.69 | 5208.46 | 5468.31 | 5742.00 | 6028.15 |
| SENIOR ELECTRICAL ENGINEER-SUP | MSREES | 12/23/2013 | 75-11 | 10746 | 11285 | 11848 | 12441 | 13061 | 4959.69 | 5208.46 | 5468.31 | 5742.00 | 6028.15 |
| SENIOR ENVIRONMENTAL CHEMIST | PSRECH | 12/23/2013 | 74-11 | 8266 | 8679 | 9112 | 9568 | 10045 | 3815.08 | 4005.69 | 4205.54 | 4416.00 | 4636.15 |

**DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5**

In accordance with Board-approved resolutions and the District's established payroll procedures (26 pay periods per year, 14 days per pay period).

Time base for each pay rate: Full time employee (1.0 FTE), 40 hours per work week.

| | | | | | | | | | | | | | |
|-----------------------------------|--------|------------|-------|-------|-------|-------|-------|-------|---------|---------|---------|---------|---------|
| SENIOR PLANNER | PSRPLN | 12/23/2013 | 74-11 | 9050 | 9503 | 9978 | 10476 | 11000 | 4176.92 | 4386.00 | 4605.23 | 4835.08 | 5076.92 |
| SR MECHANICAL ENGINEER-SUP | MSRMES | 12/23/2013 | 75-11 | 10746 | 11285 | 11848 | 12441 | 13061 | 4959.69 | 5208.46 | 5468.31 | 5742.00 | 6028.15 |
| WWTP OPERATIONS SUPERVISOR | MWTPOS | 12/23/2013 | 75-11 | 11705 | 12289 | 12904 | 13548 | 14226 | 5402.31 | 5671.85 | 5955.69 | 6252.92 | 6565.85 |

RESOLUTION NO. 2-14

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, AND RESCINDING RESOLUTION NO. 54-13

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 54-13, the Board-adopted pay schedule was approved on November 19, 2013; and

WHEREAS, the Stationary Engineers, Local 39 (Local 39), Professional Employees Bargaining Unit (PEBU) and Mid-Management Employees Bargaining Unit (MEBU) have met in good faith and agreed to labor contracts effective December 26, 2011 through December 18, 2016; and

WHEREAS, the Confidential Employees Bargaining Unit (CEBU) have met in good faith and agreed to labor contracts effective December 26, 2011 through April 30, 2017; and

WHEREAS, the Operations Services Manager has a Personal Services Agreement in place effective 2012 through 2016; and

WHEREAS, the Interim Senior Management employees have Personal Services Agreements in place effective through June 30, 2014; and

WHEREAS, the specific language of these contracts establishes a salary increase effective the first pay period of Calendar Year 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California, as follows:

- (1) That the attached pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" attached hereto and incorporated herein by reference is approved and adopted, and Resolution No. 54-13 is hereby rescinded and attached as Exhibit "B."
- (2) That the pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 21st day of January 2014, and passed by the following vote:

AYES: 5 - Directors Edward R. Duarte, D.L. (Pat) Howard, Dawn L. Benson, Richard M. Halket, Georgean M. Vonheeder-Leopold

NOES: 0

ABSENT: 0

ATTEST: Nancy G. Hatfield
Nancy G. Hatfield, District Secretary

Georgean M. Vonheeder-Leopold
Georgean M. Vonheeder-Leopold, President



| | | |
|--|--|---------------------------------------|
| Reference General Manager | Type of Action Accept Report | Board Meeting of August 19, 2014 |
| Subject Upcoming Board Calendar | | |
| <input checked="" type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Informational | <input type="checkbox"/> Other |
| REPORT: | <input type="checkbox"/> Verbal | <input type="checkbox"/> Presentation |
| <input checked="" type="checkbox"/> Staff | B. Michalczyk | <input type="checkbox"/> Board Member |

Recommendation:

The General Manager recommends that the Board of Directors accept, by Motion, the attached upcoming Board calendar.

Summary:

The attached Board calendar presents items anticipated by staff to be presented to the Board at the next two Board meetings. This report represents the most current information available to staff as of the preparation of this agenda. Items that are listed may be deferred or eliminated for various reasons including but not limited to staff work not being fully complete, the need for further management, Committee and/or legal review, needed material or information not being received by the District in a timely fashion, etc. Furthermore, matters not listed may be placed on the Board agenda.

This report should be used only as a general guide of what business the District Board will be considering in the near future. The District Secretary should be contacted to confirm the contents of specific agendas. Agendas will be finalized in accordance with the requirements of the Brown Act (generally 72 hours for regular meetings and 24 hours for special meetings).

| Committee Review | | | Legal Review | Staff Review | | |
|---|---|-------------------------------------|--|------------------------------------|-------------------------|-------------|
| COMMITTEE --- | DATE --- | RECOMMENDATION --- | Not Required | ORIGINATOR BLM | DEPARTMENT Executive | REVIEWED BY |
| ATTACHMENTS <input type="checkbox"/> None | | | | | | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$0 | <input type="checkbox"/> Funding Source A. B. | | Attachments to S&R 1. Upcoming Board Calendar 2. 3. | | | |

TENTATIVE BOARD ITEMS

8/13/2014 12:12:25 PM

| Board Mtg | Agenda Item | Water | WWC | Finance | Personnel | Ext. Aff. |
|-----------|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| 9/2/2014 | Resolution to Reallocate City of Dublin Excess Sewer Capacity Rights | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Closed Session: Direction for Negotiation on the AT&T Cell Tower Lease at Reservoir 1A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | AT&T Cell Tower Lease at Reservoir 1A | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Drought Related Customer Issues and Concerns | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Accept Water Supply and Demand and Drought Response Action Plan Status Reports and Find that the Need for the Community Drought Emergency Still Exists | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Consider Appeal by {name} of Staff Denial of an Exemption to Water Use Limitations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Consider Appeal by {name} of Staff Denial of a Waiver of Enforcement Action Related to Violation of Water Use Limitations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9/16/2014 | Tri-Valley Intergovernmental Reciprocal Services Agreement | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Consider District's Position on Zone 7 Water Rates | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Approve Recommendation on Real Property Agent to Represent the District in Real Property Negotiations for Corporation Yard | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Award Construction Agreement to _____ for the Secondary Clarifier #4 Recoating (CIP 15-P002) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Consider Appeal by {name} of Staff Denial of an Exemption to Water Use Limitations | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Policy - District Security | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | 6th Supplemental Agreement with City of Pleasanton | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Committee Accomplishments for 2014 - Triannual Report | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Policy - Records Retention Schedule Policy Update | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| Board Mtg | Agenda Item | Water | WWC | Finance | Personnel | Ext. Aff. |
|-----------|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| 9/16/2014 | Drought Related Customer Issues and Concerns | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| | Presentation on Desalination by Lawrence Livermore Lab | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| | Budget Adjustment to Allow for Early Payoff of Regional Bond | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| | Consider Appeal by {name} of Staff Denial of a Waiver of Enforcement Action Related to Violation of Water Use Limitations | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |



| | | |
|---|--|---|
| Reference General Manager | Type of Action Provide Direction | Board Meeting of August 19, 2014 |
| Subject Discuss Drought Management Program | | |
| <input type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Other |
| REPORT: | <input checked="" type="checkbox"/> Verbal | <input type="checkbox"/> Presentation |
| | <input checked="" type="checkbox"/> Staff | B. Michalczyk |
| | | <input type="checkbox"/> Board Member |

Recommendation:

The General Manager recommends the Board of Directors receive comments from the public related to the District's Drought Management Program, discuss those as appropriate and, by Consensus, provide appropriate direction to staff and/or Board Committees for follow-up.

Summary:

On May 5, 2014 the Board took various actions (collectively the "Drought Management Program") in response to the drought including the following:

- Declared a Community Drought Emergency;
- Established Water Use Curtailment Goals;
- Adopted Water Use Limitations;
- Adopted Penalties and Enforcement Provisions (subsequently amended on August 5, 2013);
- Adopted Water Shortage Rate Stage 3;
- Approved a Wise Water User Credit;
- Approved an Enhanced Rebate Program;
- Endorsed a Drought Response Action Plan; and
- Approved a Budget Amendment related to Drought Management Activities.

The various aspects of the Drought Management Program affect all customers of the District in various ways. To be as open and transparent as possible, the Board wishes to allow the public an opportunity to address the Board on the various aspects of the Drought Management Program in a manner that can lead to a productive outcome. The public may always address the Board under the "Public Comment" portion of the Board agenda. However, for public comment made at that time, the Board is precluded from having substantive discussions in response to the public comment received. This agenda item allows the Board to engage in a substantive discussion of issues that may be raised by the public and also to provide staff or a Board Committee with appropriate direction related to the Drought Management Program in a timely fashion.

This item will be a standing item on the Board agenda throughout the duration of the Community Drought Emergency.

| Committee Review | | | Legal Review | Staff Review | | |
|---|---|-------------------------------------|---------------------------------------|------------------------------------|-------------------------|-------------|
| COMMITTEE --- | DATE --- | RECOMMENDATION --- | Not Required | ORIGINATOR BLM | DEPARTMENT Executive | REVIEWED BY |
| ATTACHMENTS <input checked="" type="checkbox"/> None | | | | | | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$0 | <input type="checkbox"/> Funding Source A. B. | | Attachments to S&R 1. 2. 3. | | | |

191 of 274

| EXEMPTION AND APPEAL DETAILS | |
|---|---|
| Customer Name | Benjamin and Peggy Hearne |
| Date of Exemption Request | May 27, 2014 |
| Staff Action | Denied |
| Date of Appeal Request | July 22, 2014 |
| Water Use Limitation Applied (cite Ord. and desc.) | Ordinance No. 333 – Section 3-c-2. Residential customers who use water at the rate of more than 640 gallons per day over the course of a week (50% in excess the threshold for Tier 3)...are hereby found to be using an unreasonable and/or inappropriate amount of water. |
| Original Justification | Mother-in-law unit attached to home. Household should be considered two residences. Total of 7 people living at residence. |
| Staff Rational | There are over 100 residences in Dublin that have second dwelling units. Second dwelling units typically have one water meter. Ordinance No. 333 is set up for residential customers on a per account basis, and the accounts are tied to the meter. A single account can use up to 640 gallons per day and remain in compliance with the ordinance. The State has recommended 55 gallons per day per capita. For a family of 7 that equals 385 gallons per day, well under the District's allowance per the ordinance. |
| Appeal Justification | Mother-in-law unit attached to home. Household should be considered two residences. Total of 7 people living at residence. |
| Actions To Offset Use | None cited for exemption request, appeal letter states all irrigation has been shut off. Staff has checked AquaHawk and it appears that overall water usage is less since mid-July. It is difficult to determine if all irrigation has been shut off or not. |

Benjamin and Peggy Hearne

ACC. #

May, 19th 2014

[REDACTED]

Dan Gallagher
DSRSD Drought Coordinator
7399 Johnson Drive
Pleasanton, CA 94588

Dear Mr. Gallagher,

We recently received a notification and warning letter regarding the severe drought and conservation efforts by the Dublin San Ramon Service District. While we support your efforts to conserve, and have already implemented several changes to conserve water in our household, we have some serious concerns about the way the conservation program is being implemented.

First, we received the initial notice about the drought and possible water conservation plan on Thursday, May 15th. We received the second notice, a warning that we had exceeded our usage allotment, on Saturday, May 17th. How could we possibly have instituted a water conservation plan with three days notice? Since we are assuming the warning notice is a precursor to an imposed penalty, three days is clearly not enough time to realistically make any water usage adjustments.

In addition, we are assuming the warning notice was based on the last billing cycle. In March/April we had a severe leak in the upstairs bath. This leak is now repaired, but it would have triggered a false water usage reading, and create an invalid warning sequence. We are therefore requesting that the warning period begin with the current billing cycle.

We are further requesting an additional allotment of water for our household usage. We have a mother-in-law unit attached to our house that has a separate kitchen and full bath. This additional living space has a separate PG&E meter, but water is on the same meter as the main house. This unit meets all building codes, was built with a permit, and was part of our house when we purchased the home in 1997. My daughter and two small children are currently residents. This means the water consumption for 7 people, 2 kitchens, 5 bathrooms and two yards are all measured on the same meter.

We are requesting, that for the purpose of water consumption, as it is with PG&E, our household be considered two residences and thus given a greater allotment of water.

Thank you for your consideration in this matter.

Sincerely,

Benjamin Hearne Benjamin Hearne
Peggy Hearne Benjamin and Peggy Hearne

Date

5-19-14



Dublin San Ramon Services District

Water, wastewater, recycled water

WATER USE LIMITATIONS APPLICATION FOR EXEMPTION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the exemption you are seeking approval for. (Please note applicants must submit one form per exemption request.)
3. Section 3 – Description, reason, justification & actions proposed for water curtailment.
4. Section 4 – Person applying must sign and date.
5. Include photos if possible.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email:
Gallagher@dsrsd.com

Fax:
925-462-0658

Mail: 7399 Johnson Drive
Pleasanton, CA 94588

Office:
925-875-2345

CUSTOMER INFORMATION – SECTION 1

Name: Benjamin & Pegu Hearne
 Address: [REDACTED] City: Dublin, CA
 Account Number: [REDACTED] Zip Code: 94568
 Phone Number: [REDACTED]
 Email address: [REDACTED]

EXEMPTION APPLYING FOR – SECTION 2

- | | |
|--|---|
| <input type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance of |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |

☒ Other (Please describe): Exemption from current 640 Gallons per day usage

DESCRIPTION, REASON, JUSTIFICATION & ACTIONS PROPOSED – SECTION 3

Description of limitation that is the subject of request:

We are requesting an exemption from the 640 Gallon per day allotment of water and requesting an increase in water allotment.

Reason(s) for requesting an exemption:

We have a mother-in-law unit with separate kitchen and a full bath. PG&E is metered separately but water usage is all on one meter that makes two living units with 7 residents on one meter.

(Continued on back)

Justification for requesting an exemption:

We have a mother-in-law unit that has a Separate Kitchen Full Bath and Yard. R6 FF has a Separate meter but water is on the same meter. The unit is occupied.

Specific actions proposed to achieve equivalent level of water curtailment:

our residence should be considered as two ~~separate parcels~~ in the purpose of evaluating water usage. Living areas

ACCOUNT OWNER — SECTION 4

The exclusive procedure for consideration of written applications from customers for exemptions from these Water Use Limitations described herein will be as follows:

- (a) A customer may submit a written application for an exemption from a Water Use Limitation to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the limitation from which the customer is seeking an exemption, the reason(s) why the exemption is requested, the justification for the exemption, and the specific actions the customer proposes to take to achieve a functionally equivalent level of water curtailment. If a Notice of Violation has been issued to the customer, the customer must first resolve the violation including the payment of any and all penalties and/or costs before the Drought Coordinator will consider an application for an exemption from a Water Use Limitation;
- (b) The District Drought Coordinator will consider each application for a waiver of a Water Use Limitation based on the information provided by the customer in the application. The Drought Coordinator may grant an exemption of a particular Water Use Limitation if the application is deemed reasonable. An exemption shall not be granted if, in the opinion of the Drought Coordinator, doing so would endanger the public health and safety;
- (c) A customer may appeal the Drought Coordinator's denial of an application for an exemption from a Water Use Limitation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;
- (d) If a previous application for an exemption of a Water Use Limitation has been denied, a new application for exemption of the same Water Use Limitation is not permitted and will not be considered.

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant:

Benjamin J. [Signature]
Rafael [Signature]

Date:

5-19-14

OFFICE USE ONLY

Date Received:

5/27/2014 *

Received by:

DP6

In good standing:

YES

Approved:

Effective Date:

Expiration Date:

Denied:

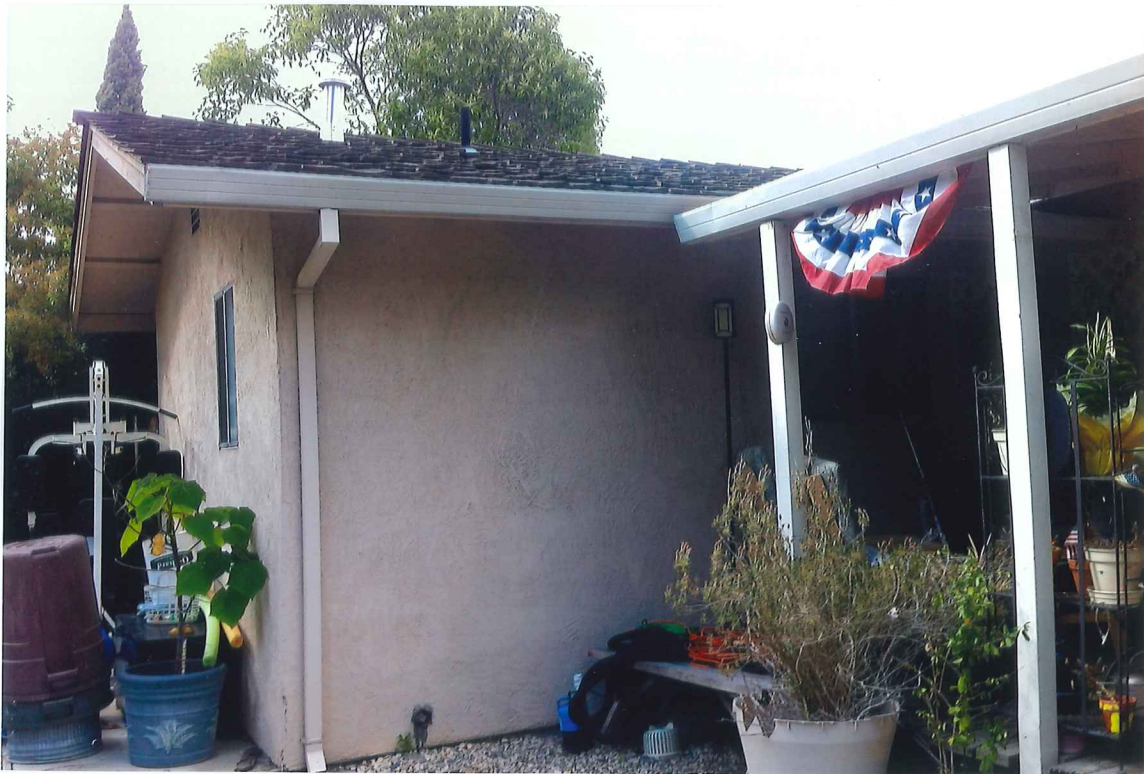
Reason for approval/ denial:

* V.A. PRIORITY MAIL

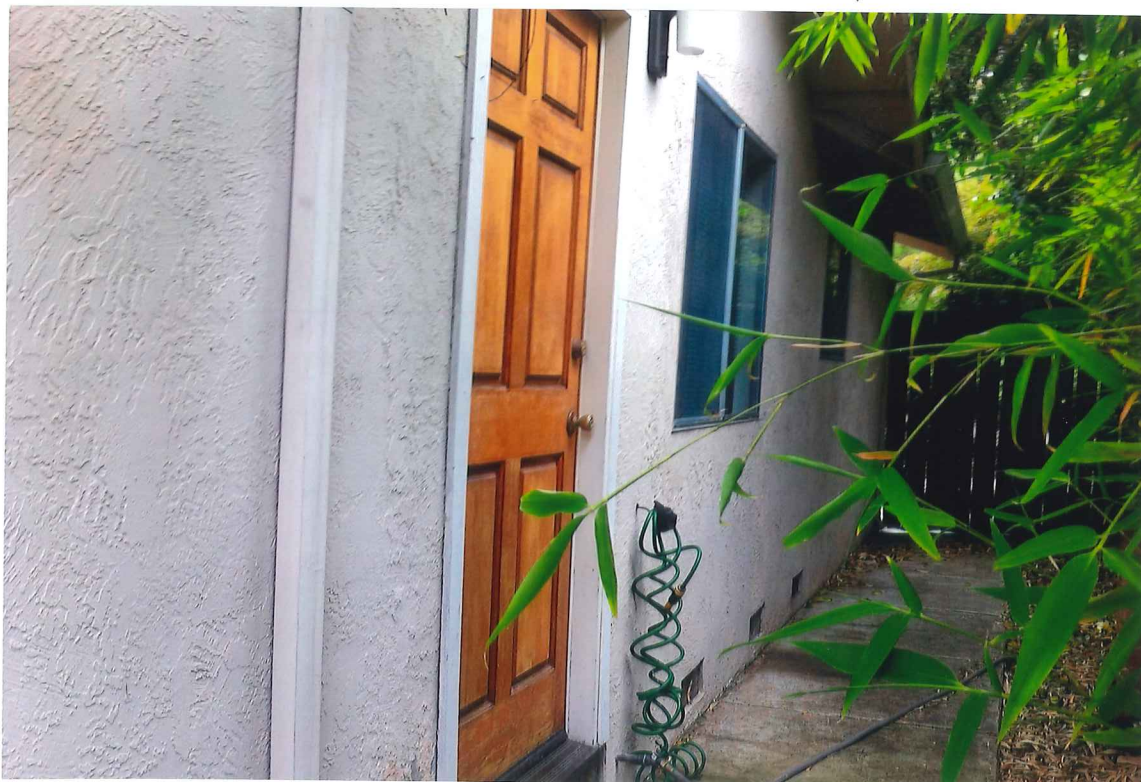


Doubled P.G.+E. meters for
main house and Inlaw unit





In-law unit attached to main house.

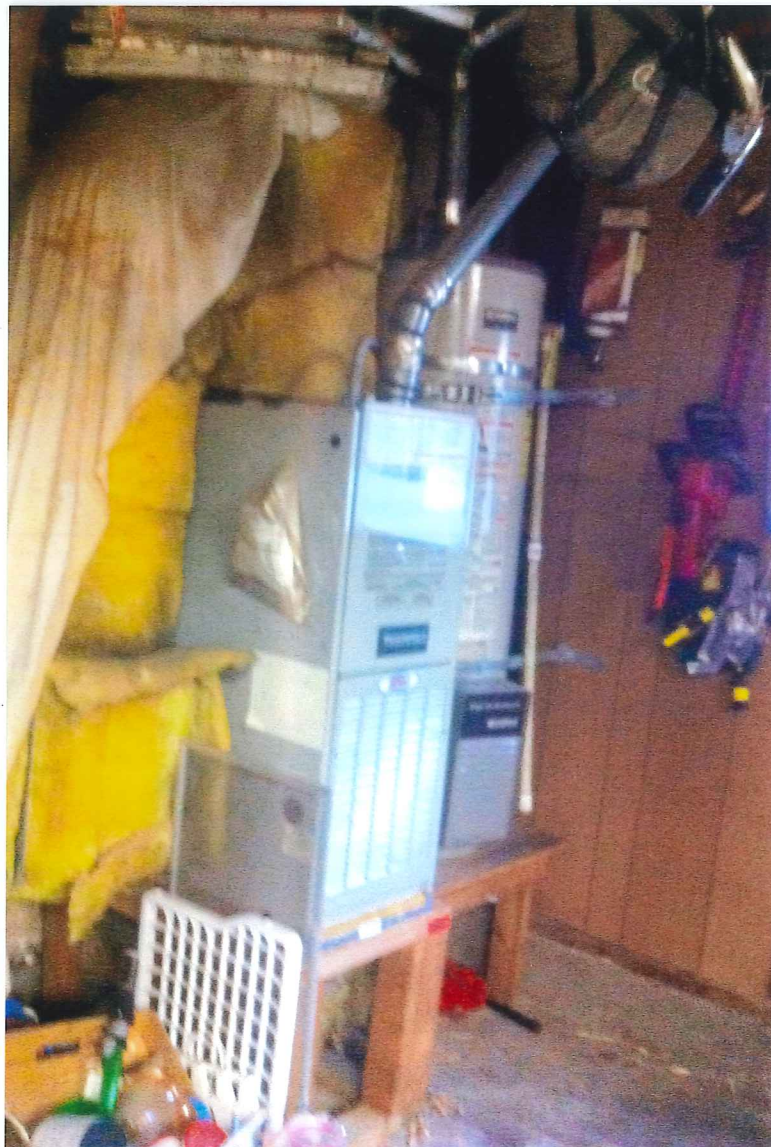


Heater for main house

Attachment 2 to S&R



heater
for
in-law
unit.

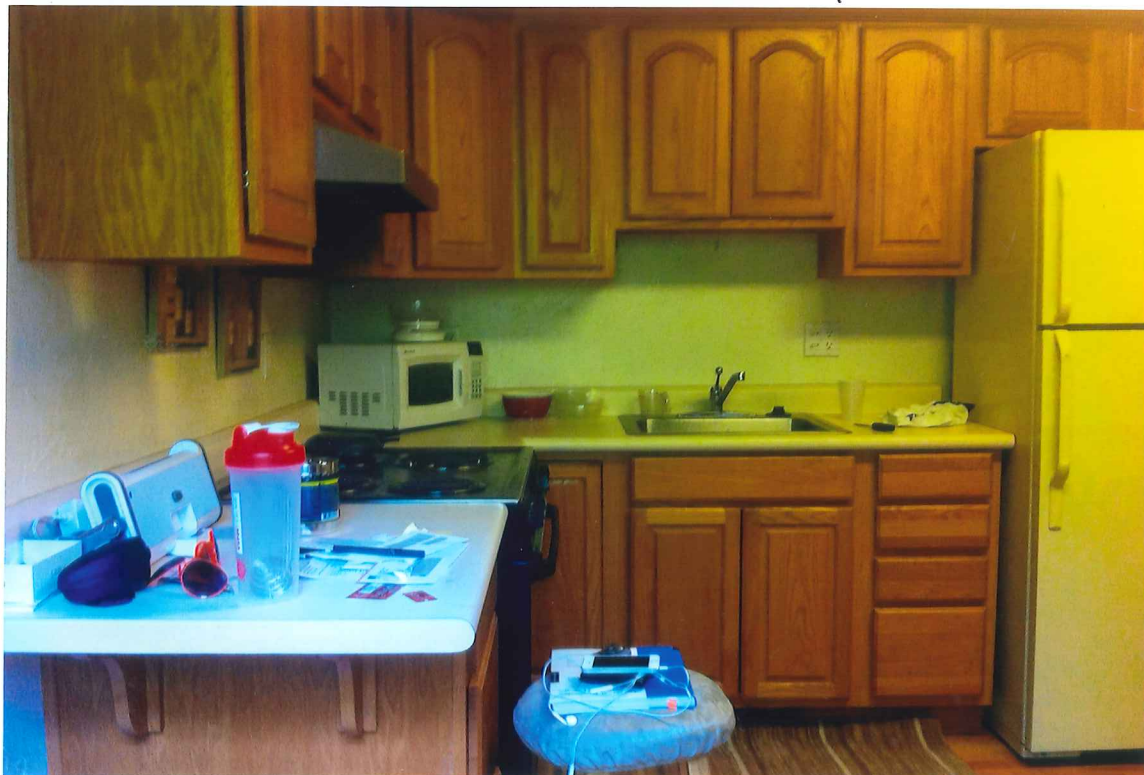


Kitchen for main house

Heane #3
Attachment 2 to S&R



Kitchen for in-law unit





Dublin San Ramon Services District

Water, wastewater, recycled water

WATER USE LIMITATIONS APPLICATION FOR EXEMPTION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the exemption you are seeking approval for. (Please note applicants must submit one form per exemption request.)
3. Section 3 – Description, reason, justification & actions proposed for water curtailment.
4. Section 4 – Person applying must sign and date.
5. Include photos if possible.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email:
Gallagher@dsrsd.com

Fax:
925-462-0658

Mail: 7399 Johnson Drive
Pleasanton, CA 94588

Office:
925-875-2345

CUSTOMER INFORMATION – SECTION 1

Name: Benjamin & Peagu Hearne
 Address: [REDACTED] City: Dublin, CA
 Account Number: [REDACTED] Zip Code: 94568
 Phone Number: [REDACTED]
 Email address: [REDACTED]

EXEMPTION APPLYING FOR – SECTION 2

- | | |
|--|---|
| <input type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance of |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |

☒ Other (Please describe): Exemption from current 640 Gallons per day usage

DESCRIPTION, REASON, JUSTIFICATION & ACTIONS PROPOSED – SECTION 3

Description of limitation that is the subject of request:

We are requesting an exemption from the 640 Gallon per day allotment of water and requesting an increase in water allotment.

Reason(s) for requesting an exemption:

We have a mother-in-law unit with separate kitchen and a full bath. PG&E is metered separately but water usage is all on one meter. That makes two living units with 7 residents on one meter.

(Continued on back)

Justification for requesting an exemption:

We have a mother-in-law unit that has a Separate Kitchen, Full Bath and Yard. R6 FF has a Separate meter but water is on the same meter. The unit is occupied.

Specific actions proposed to achieve equivalent level of water curtailment:

Our residence should be considered as two ~~living areas~~ ~~living areas~~ in the purpose of evaluating water usage. Living areas

ACCOUNT OWNER – SECTION 4

The exclusive procedure for consideration of written applications from customers for exemptions from these Water Use Limitations described herein will be as follows:

- (a) A customer may submit a written application for an exemption from a Water Use Limitation to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the limitation from which the customer is seeking an exemption, the reason(s) why the exemption is requested, the justification for the exemption, and the specific actions the customer proposes to take to achieve a functionally equivalent level of water curtailment. If a Notice of Violation has been issued to the customer, the customer must first resolve the violation including the payment of any and all penalties and/or costs before the Drought Coordinator will consider an application for an exemption from a Water Use Limitation;
- (b) The District Drought Coordinator will consider each application for a waiver of a Water Use Limitation based on the information provided by the customer in the application. The Drought Coordinator may grant an exemption of a particular Water Use Limitation if the application is deemed reasonable. An exemption shall not be granted if, in the opinion of the Drought Coordinator, doing so would endanger the public health and safety;
- (c) A customer may appeal the Drought Coordinator's denial of an application for an exemption from a Water Use Limitation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;
- (d) If a previous application for an exemption of a Water Use Limitation has been denied, a new application for exemption of the same Water Use Limitation is not permitted and will not be considered.

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant:

[Signature]
[Signature]

Date:

5-19-14

OFFICE USE ONLY

Date Received:

5/27/2014 *

Received by:

DP6

In good standing:

YES

Approved:

Effective Date:

06/04/14

Expiration Date:

Denied:

X

Reason for approval/ denial:

Your request for an exemption for water usage limitations is hereby denied for the following reason: Section 3-c-2 of Ordinance 333 sets a general restriction of water use with a limit of 4,480 gallons per week; equal to 640 gallons per day. Upon review of your records, your winter time use average is very close to that limit. However your past summer use averages were above this threshold and are indicative of outdoor irrigation, and outdoor irrigation is what is being targeted for conserving water.

The state of California has set a usage limit for basic health and safety at 55 gallons per day per person, with 7 people at your home the state guidelines would only allow 385 gallons per day. DSRSD is allowing an allotment of 640 gallons per day which is close to double the states recommendation.

You may track your usage on an almost real time basis using a tool available on our website called AquaHawk. Please visit www.dsrsd.com for details.

* V.A. PRIORITY MAIL

(b) Restrictions on Water Use. During the Community Drought Emergency, and to preserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection the following water uses are restricted:

- (1) Serving water at restaurants unless in response to an unsolicited request by the customer;
- (2) The use of water in the bathrooms and/or lavatories of all non-domestic water customers of the District unless water conservation messages are posted in appropriate and effective locations in the bathrooms and/or lavatories of said customers.

(c) General Prohibition and Restriction.

- (1) The use of an unreasonable and/or inappropriate amount of potable water as determined by the District considering the use to which the water is being put, even if otherwise in conformance with the prohibitions and restrictions on water use herein, is a violation of this Ordinance.
- (2) Residential customers who use water at the rate of more than 640 gallons per day over the course of a week (the volume equivalent of about 50 units per bimonthly billing period, which is approximately 50% in excess of the threshold for Tier 3 consumption) are hereby found to be using an unreasonable and/or inappropriate amount of water.
- (3) Indoor residential use that does not exceed health and safety needs shall generally be considered to be reasonable and appropriate. The State of California has determined (*Central Valley Project and State Water Project - Drought Operations Plan and Operational Forecast (April 1, 2014 through November 15, 2014)*) that health and



WATER USE ENFORCEMENT: APPLICATION TO APPEAL A DECISION

DSRSD JUL22*14PM 2:27

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box that applies to the violation that you were cited for and attach a copy of your original completed application showing that the application was denied along with the reasons given by the Drought Coordinator (Please note: applicants seeking to appeal a decision must submit one appeal form for each decision they seek to challenge).
3. Section 3 – Reason or reasons why the customer disagrees with the Drought Coordinator's denial.
4. Section 4 – Person applying must sign and date. If penalties and/or cost have been assessed, the application for a waiver already had to be accompanied by a check in the full amount specified in the enforcement action. If the customer's appeal is granted, the amount of the penalty will be returned to the applicant.
5. Section 5 – Consent to waive privacy protection for water account records. Person applying must sign and date.
6. Include photos if applicable or appropriate (do not duplicate photos that were submitted with the original application for a waiver).
7. Submit to DSRSD Board of Directors

Email:
Board@dsrds.com

Fax:
925-829-1180

Mail: 7051 Dublin Blvd
Dublin, CA 94568

Office:
925-828-0515

CUSTOMER INFORMATION – SECTION 1

Name: Benjamin & Peggy Hearn

Address: [REDACTED]

City: Dublin

Account Number: [REDACTED]

Zip Code: 94568

Phone Number: [REDACTED]

Email address: [REDACTED]

WAIVER OF A VIOLATION(S) THAT WAS DENIED – SECTION 2

- | | |
|---|---|
| <input type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input checked="" type="checkbox"/> Other (Please describe): <u>increase in water allotment</u> | |

REASON WHY THE CUSTOMER DISAGREES WITH THE DROUGHT COORDINATOR'S DENIAL – SECTION 3

Describe the reason for disagreeing with the denial:

See Attached Letter

ACCOUNT OWNER – SECTION 4

The exclusive procedure for consideration of written applications for waivers of the violations of Water Use Limitations to avoid the enforcement actions described herein will be as follows:

- (a) A customer may submit a written application for a Waiver of Violation related to water use to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the water use for which the customer was cited, a description of the reason(s) why a Waiver of Violation is requested, and justification for the Waiver of Violation. If penalties and/or costs have been assessed, the application must be accompanied by a deposit in an amount specified in the enforcement action;
- (b) The District Drought Coordinator will consider each application for a Waiver of Violation based on the customer's reason(s) for violating a Water Use Limitation and the justification as presented. The Drought Coordinator may grant a one-time waiver of a particular violation if the customer's justification is deemed to be reasonable, and if the customer has mitigated or agrees to immediately mitigate the cause of the violation. If a Waiver of Violation is granted, the deposit furnished by the customer shall be refunded;
- (c) A customer may appeal a denial of an application for a Waiver of Violation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;
- (d) If a Waiver of Violation for a specific type of violation has been previously granted, a further waiver of the same type of violation is not permitted.

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant:

Rajiv Shrivastava Date: 7-21-14

BOARD OF DIRECTORS USE ONLY

Date Received: _____

Received by: _____

Approved: _____

Denied: _____

Effective Date: _____

Expiration Date: _____

Reason for approval/denial

Benjamin and Peggy Hearne

[REDACTED]

Dublin San Ramon Service District
7051 Dublin Blvd.
Dublin, CA 94568-3018
(925) 829-1180
www.dsrd.com

Board of Trustees
Dublin San Ramon Service District

Dear Board Members,

Let me begin by assuring you that my husband and I completely support your efforts to curb excessive water consumption. Our sprinkler and drip system was completely turned off several months ago. Our back yard lawn now consists of dirt, and pine needles. We water the front yard by hand, and that, only every third day in late evening. We recently purchased a non-agitating, low water use washer. Unfortunately, we did have a flood in our kitchen. It was caused by an in-wall leaking pipe that caused \$20,000 in damages to our kitchen, but at the time of this letter all leaks are repaired.

On May 22, 2014 we sent a registered letter to Dan Gallagher requesting an increase in water allotment. We made this request because we have an unusual household situation. We have a nearly separate living unit attached to our house by one wall. It has a separate entrance, kitchen, bathroom, PG&E meter and billing address. Our adult daughter and her family of young children reside with us and during the school year we have an additional child care provider. This equals seven people in two households.

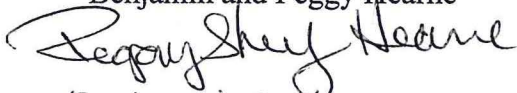
There was absolutely no acknowledgement of my certified letter. I called Mr. Gallagher's office upon receiving a warning letter about water consumption. I was then contacted by Mr. Delight who informed me that our request for an additional water allotment was denied. He **verbally** gave me two reasons for this denial. The first reason was that we only had one water meter. The second reason was that Board regulations needed to be equitable.

I would argue that these regulations are inherently inequitable. We have two residences and seven people living on our property. We provided evidence to Mr. Gallagher proving that we have a separate address and PG&E meters. The school District and post office both recognize this. Since when did the water meter establish residency? To argue that it is equitable to base water allotment on the number of water meters and not the number of separate residences or the number of people living at a residence is absolutely ridiculous.

We have a similar house as my neighbors; yet the combined occupancy of the 5 houses around us does not equal the number of people living at our property. I am a teacher, so please bare with me as I make an analogy. If we had food rationing rather than water rationing, would you argue that all households, regardless of the number of occupants, should have the same amount of food? We have two separate households according to all rational assessment, and are requesting that you grant us an increase in water allotment that reflects the needs of two families.

Sincerely,

Benjamin and Peggy Hearne



7-21-4



cc Dan Gallagher, Mr. Delight, Tim Sabranti, Congressman Josh Swallow



CONSENT TO WAIVE PRIVACY PROTECTION FOR WATER ACCOUNT RECORDS – SECTION 5

I agree that I am a DSRSD customer and I am seeking a waiver of enforcement action for restricted or prohibited water use. I further acknowledge that the Drought Coordinator previously denied my request for a waiver, and therefore I am appealing the decision of the Drought Coordinator to the DSRSD Board of Directors. I understand that the DSRSD Board of Directors must consider my appeal in an open public meeting.

I understand that the Board of Directors is required by the Ralph M. Brown Act to conduct its deliberations in public, with certain exceptions specifically set forth in the law. The Public Records Act normally prevents most customer records, including water usage data, from being disclosed to the public at large. I also understand that in order for the Board of Directors to be able to discuss and take action on my appeal, it is necessary for the Board to openly discuss my water account information and my water use records. I understand that to allow this I must provide written consent to waive the protections normally afforded to me by the Public Records Act.

My signature below acknowledges my consent to waive the protections afforded to me by the Public Records Act so that the DSRSD Board of Directors can consider my appeal. I understand that once I sign and return this consent form, this matter will be placed on the agenda for the next reasonably available meeting of the Board of Directors for consideration. I further understand that if I do not sign and return this consent form within ten (10) calendar days of submitting my appeal, then the District will make the determination that I do not wish to pursue my appeal and the penalties and fees will immediately become due and payable.

The portion of the Public Records Act most pertinent to my request is Government Code Section 6254.16. The most pertinent language of Section 6254.16 provides that the name, utility usage data, and the home address of utility customers is normally protected information and can only be made available to the public under special circumstances, unless the customer agrees to waive this protection. DSRSD urges customers to carefully review Government Code Section 6254.16 before signing this letter if the customer is concerned about waiving this protection. I understand that once I waive this protection my appeal will be agendized for discussion by the DSRSD Board of Directors and thereafter my water usage data will be available to anyone and everyone upon request. I further understand that my signing this consent form does not in any way promise that my appeal will be approved in whole or in part, only that my appeal will be duly considered by the DSRSD Board of Directors.

I HEREBY CERTIFY THAT I AM DULY AUTHORIZED TO ACT FOR AND ON BEHALF OF DSRSD WATER SERVICE ACCOUNT NO. [REDACTED], AND THAT BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY WAIVE THE PROTECTIONS AFFORDED BY LAW AS TO WATER USAGE DATA FOR THAT ACCOUNT, WITH THE UNDERSTANDING THAT THE WATER USAGE DATA SHALL BE PUBLICLY AVAILABLE TO ALL.

SIGNATURE

DATE

PRINT NAME

| EXEMPTION AND APPEAL DETAILS | |
|---|---|
| Customer Name | Greg Meyer |
| Date of Exemption Request | May 30, 2014 |
| Staff Action | Denied |
| Date of Appeal Request | July 21, 2014 |
| Water Use Limitation Applied (cite Ord. and desc.) | Ordinance 333 – Section 3(a)(7) i & ii. Swimming Pools, Spas, and Water Themed Play Areas. Prohibited – Any and all use of potable water for filling new pools or spas...Any and all use of potable water for refilling pools due to leaks, splash out, evaporative losses. |
| Original Justification | Would like to add enough water to the pool to keep the skimmer and filter within water level. |
| Staff Rational | Staff realized that Mr. Meyer did not want to drain and refill the pool, however denied draining and refilling pool. Staff added that “topping off” a pool is allowed by the Ordinance as long as the topping off is not due to leaks and if the pool is covered when not in use. Also added that there is maximum usage of 4,480 gallons per week with “topping off” included. |
| Appeal Justification | Would like to add enough water to the pool to keep the skimmer and filter within water level, to keep the pool sanitized to keep mosquitos down. Pool is kept covered. |
| Actions To Offset Use | None cited for exemption request. |



Dublin San Ramon Services District

Water, wastewater, recycled water

WATER USE LIMITATIONS APPLICATION FOR EXEMPTION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the exemption you are seeking approval for. (Please note applicants must submit one form per exemption request.)
3. Section 3 – Description, reason, justification & actions proposed for water curtailment.
4. Section 4 – Person applying must sign and date.
5. Include photos if possible.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email:
Gallagher@dsrsd.com

Fax:
925-462-0658

Mail: 7399 Johnson Drive
Pleasanton, CA 94588

Office:
925-875-2345

CUSTOMER INFORMATION – SECTION 1

Name: CORC WELER
 Address: [REDACTED] City: DUBLIN
 Account Number: [REDACTED] Zip Code: 94568
 Phone Number: [REDACTED]
 Email address: [REDACTED]

EXEMPTION APPLYING FOR – SECTION 2

- | | |
|--|--|
| <input type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input checked="" type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance of |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Other (Please describe): _____ | |

DESCRIPTION, REASON, JUSTIFICATION & ACTIONS PROPOSED – SECTION 3

Description of limitation that is the subject of request:

JUST TO PUT ENOUGH WATER
IN THE POOL TO KEEP IT AT SWIMMING LEVEL FOR
CIRCULATION OF POOL WATER (MOSQUITO ABATEMENT)

Reason(s) for requesting an exemption: _____

(Continued on back)

Justification for requesting an exemption: _____

Specific actions proposed to achieve equivalent level of water curtailment: _____

ACCOUNT OWNER — SECTION 4

The exclusive procedure for consideration of written applications from customers for exemptions from these Water Use Limitations described herein will be as follows:

- (a) A customer may submit a written application for an exemption from a Water Use Limitation to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the limitation from which the customer is seeking an exemption, the reason(s) why the exemption is requested, the justification for the exemption, and the specific actions the customer proposes to take to achieve a functionally equivalent level of water curtailment. If a Notice of Violation has been issued to the customer, the customer must first resolve the violation including the payment of any and all penalties and/or costs before the Drought Coordinator will consider an application for an exemption from a Water Use Limitation;
- (b) The District Drought Coordinator will consider each application for a waiver of a Water Use Limitation based on the information provided by the customer in the application. The Drought Coordinator may grant an exemption of a particular Water Use Limitation if the application is deemed reasonable. An exemption shall not be granted if, in the opinion of the Drought Coordinator, doing so would endanger the public health and safety;
- (c) A customer may appeal the Drought Coordinator's denial of an application for an exemption from a Water Use Limitation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;
- (d) If a previous application for an exemption of a Water Use Limitation has been denied, a new application for exemption of the same Water Use Limitation is not permitted and will not be considered.

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant: _____

Date: _____

5-30-14

OFFICE USE ONLY

Date Received: _____ Received by: _____ In good standing: _____

Approved: _____ Effective Date: _____ Expiration Date: _____ Denied: _____

Reason for approval/ denial: _____



Dublin San Ramon Services District

Water, wastewater, recycled water

WATER USE LIMITATIONS APPLICATION FOR EXEMPTION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the exemption you are seeking approval for. (Please note applicants must submit one form per exemption request.)
3. Section 3 – Description, reason, justification & actions proposed for water curtailment.
4. Section 4 – Person applying must sign and date.
5. Include photos if possible.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email:
Gallagher@dsrsd.com

Fax:
925-462-0658

Mail: 7399 Johnson Drive
Pleasanton, CA 94588

Office:
925-875-2345

CUSTOMER INFORMATION – SECTION 1

Name: CORC WYLER
 Address: [REDACTED]
 Account Number: [REDACTED]
 Phone Number: [REDACTED]
 Email address: [REDACTED]
 City: Dublin
 Zip Code: 94568

EXEMPTION APPLYING FOR – SECTION 2

- | | |
|--|--|
| <input type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input checked="" type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance of |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Other (Please describe): _____ | |

DESCRIPTION, REASON, JUSTIFICATION & ACTIONS PROPOSED – SECTION 3

Description of limitation that is the subject of request:

JUST TO PUT ENOUGH WATER
IN THE POOL TO KEEP IT AT SWIMMING LEVEL FOR
CIRCULATION OF POOL WATER (MOSQUITO ABATEMENT)

Reason(s) for requesting an exemption: _____

(Continued on back)

Justification for requesting an exemption: _____

Specific actions proposed to achieve equivalent level of water curtailment: _____

ACCOUNT OWNER — SECTION 4

The exclusive procedure for consideration of written applications from customers for exemptions from these Water Use Limitations described herein will be as follows:

- (a) A customer may submit a written application for an exemption from a Water Use Limitation to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the limitation from which the customer is seeking an exemption, the reason(s) why the exemption is requested, the justification for the exemption, and the specific actions the customer proposes to take to achieve a functionally equivalent level of water curtailment. If a Notice of Violation has been issued to the customer, the customer must first resolve the violation including the payment of any and all penalties and/or costs before the Drought Coordinator will consider an application for an exemption from a Water Use Limitation;
- (b) The District Drought Coordinator will consider each application for a waiver of a Water Use Limitation based on the information provided by the customer in the application. The Drought Coordinator may grant an exemption of a particular Water Use Limitation if the application is deemed reasonable. An exemption shall not be granted if, in the opinion of the Drought Coordinator, doing so would endanger the public health and safety;
- (c) A customer may appeal the Drought Coordinator's denial of an application for an exemption from a Water Use Limitation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;
- (d) If a previous application for an exemption of a Water Use Limitation has been denied, a new application for exemption of the same Water Use Limitation is not permitted and will not be considered.

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant: _____

Date: _____

OFFICE USE ONLY

Date Received: 06/10/14 Received by: Steve Delight In good standing: Yes

Approved: _____ Effective Date: 06/11/14 Expiration Date: _____ Denied: X

Reason for approval/ denial: _____

Your request for an exemption for water usage limitations to refill your pool is hereby denied for the following reason: The exemption that you have checked is to completely drain and refill your pool. That portion is denied. However, there is an exemption allowed in our ordinance for "topping off" an existing pool, and "topping off" is only allowed if there is a pool cover on the pool when it is not in use. Also, "topping off" is not allowed if it is needed due to leaks in the pool. The ordinance does set a general restriction of water use with a limit of 4,480 gallons per week; equal to 640 gallons per day. Historical usage on your account shows the average winter time use average being within this limit. However past summer use averages are near threshold and if it goes over there is a risk of violation. Each week that registers consumption above 4,480 gallons is in violation and you will receive a violation letter in the mail. Each violation for the same issue can lead to fines.

If you currently do not have a cover for your pool we have a rebate available for customers that would like to purchase one. Please check our website for details.

You may track your usage on an almost real time basis using a tool available on our website called AquaHawk. Please visit www.dsrsd.com for details.

SECTION 3. WATER USE LIMITATIONS.

- (a) Prohibitions on Water Use. During the Community Drought Emergency, and to preserve the water supply for the greatest public benefit with particular regard to domestic use, sanitation, and fire protection, the following uses of water are prohibited except to the extent allowed under Section 3 (d) "Exemptions" of this Ordinance:

(7) Swimming Pools, Spas, and Water Themed Play Areas:

- (i) Any and all use of potable water for filling of new swimming pools or spas;
- (ii) Any and all use of potable water for refilling existing swimming pools or spas due to leaks, splash-out, and evaporative losses (i.e. "Topping Off");
- (iii) Any and all uses of potable water as replacement water for existing water themed publicly owned "play areas" to recharge the play area with water due to leaks, splash-out, and evaporative losses (i.e. "Topping Off");
- (iv) Any and all draining and subsequent refilling of existing swimming pools or spas, except where required for the protection of public health and safety, and upon the prior written approval of the District, which approval shall specify allowable refill times and rates.

- (d) Exemptions to Prohibitions and Restrictions. During the Community Drought Emergency, the following exemptions to the above listed prohibitions and restrictions are allowed:

(3) Swimming Pools, Spas and Water Themed Play Area Exemptions:

- (i) "Topping off" of existing private swimming pools and spas (i.e. a pool or spa at a residence that is only available for use by the occupants and their guests) if the swimming pool or spa is covered to reduce evaporation when not in use, but only to the extent that the need for "Topping Off" is not due to leaks;



Dublin San Ramon Services District

Water, wastewater, recycled water

WATER USE LIMITATIONS APPLICATION TO APPEAL A DETERMINATION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the applicable box and attach a copy of your original completed application, showing that the application was denied along with the reasons given by the Drought Coordinator. (Please note applicants seeking to appeal a decision must submit one form per request to appeal.)
3. Section 3 – Reason or reasons why the customer disagrees with the Drought Coordinator's denial.
4. Section 4 – Person applying must sign and date.
5. Include new photos if applicable (do not duplicate photos that were submitted with the original application.
6. Submit to DSRSD Board of Directors

Email:
Board@dsrsd.com

Fax:
925-829-1180

Mail: 7051 Dublin Blvd
Dublin, CA 94568

Office:
925-828-0515

CUSTOMER INFORMATION – SECTION 1

Name: CAROL MAYER
 Address: [REDACTED] City: DUBLIN
 Account Number: [REDACTED] Zip Code: 94568
 Phone Number: [REDACTED]
 Email address: [REDACTED]

EXEMPTION APPLICATION THAT WAS DENIED – SECTION 2

- | | |
|--|---|
| <input type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance of |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |

☒ Other (Please describe): FOR TOPPING OFF POOL AND KEEPING IT AT SKIMMER LEVEL

REASON WHY THE CUSTOMER DISAGREES WITH THE DROUGHT COORDINATOR'S DENIAL – SECTION 3

Describe the reason for disagreeing with the denial:

APPARENTLY I CHECKED THE WRONG BOX ON THE PRIOR REQUEST. THIS WAS ONLY FOR ADDING WATER TO KEEP THE POOL SANITIZED BY MEETING NEIGHBORHOOD STANDARDS. THE POOL IS KEPT COVERED TO CURTAIL EVAPORATION

(Continued on back)

Shank Guyonmy
1 of 3

ACCOUNT OWNER – SECTION 4

The exclusive procedure for consideration of written applications from customers for exemptions from these Water Use Limitations described herein will be as follows:

(a) A customer may submit a written application for an exemption from a Water Use Limitation to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the limitation from which the customer is seeking an exemption, the reason(s) why the exemption is requested, the justification for the exemption, and the specific actions the customer proposes to take to achieve a functionally equivalent level of water curtailment. If a Notice of Violation has been issued to the customer, the customer must first resolve the violation including the payment of any and all penalties and/or costs before the Drought Coordinator will consider an application for an exemption from a Water Use Limitation;

(b) The District Drought Coordinator will consider each application for a waiver of a Water Use Limitation based on the information provided by the customer in the application. The Drought Coordinator may grant an exemption of a particular Water Use Limitation if the application is deemed reasonable. An exemption shall not be granted if, in the opinion of the Drought Coordinator, doing so would endanger the public health and safety;

(c) A customer may appeal the Drought Coordinator's denial of an application for an exemption from a Water Use Limitation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;

(d) If a previous application for an exemption of a Water Use Limitation has been denied, a new application for exemption of the same Water Use Limitation is not permitted and will not be considered.

I have read, understand, and agree to the terms and conditions of this appeal.

Signature of applicant: _____

Date: _____

BOARD OF DIRECTORS USE ONLY

Date Received: _____

Received by: _____

Approved: _____

Denied: _____

Effective Date: _____

Expiration Date: _____

Reason for approval/denial: _____

DUBLIN
SAN RAMON
SERVICES
DISTRICT



7051 Dublin Boulevard
Dublin, California 94568
Phone: 925 828 0515
FAX: 925 829 1180
www.dsrdsd.com

Consent to Waive Privacy Protection for Water Account Records

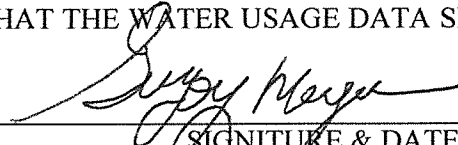
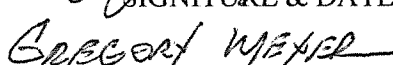
I agree that I am a DSRSD customer and I am seeking a waiver of enforcement action for restricted or prohibited water use. I further acknowledge that the Drought Coordinator previously denied my request for a waiver, and therefore I am appealing the decision of the Drought Coordinator to the DSRSD Board of Directors. I understand that the DSRSD Board of Directors must consider my appeal in an open public meeting.

I understand that the Board of Directors is required by the Ralph M. Brown Act to conduct its deliberations in public, with certain exceptions specifically set forth in the law. The Public Records Act normally prevents most customer records, including water usage data, from being disclosed to the public at large. I also understand that in order for the Board of Directors to be able to discuss and take action on my appeal, it is necessary for the Board to openly discuss my water account information and my water use records. I understand that to allow this I must provide written consent to waive the protections normally afforded to me by the Public Records Act.

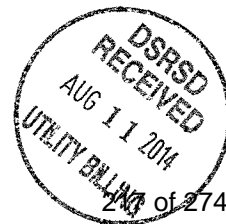
My signature below acknowledges my consent to waive the protections afforded to me by the Public Records Act so that the DSRSD Board of Directors can consider my appeal. I understand that once I sign and return this consent form, this matter will be placed on the agenda for the next reasonably available meeting of the Board of Directors for consideration. I further understand that if I do not sign and return this consent form within ten (10) calendar days of submitting my appeal, then the District will make the determination that I do not wish to pursue my appeal and the penalties and fees will immediately become due and payable.

The portion of the Public Records Act most pertinent to my request is Government Code Section 6254.16. The most pertinent language of Section 6254.16 provides that the name, utility usage data, and the home address of utility customers is normally protected information and can only be made available to the public under special circumstances, unless the customer agrees to waive this protection. DSRSD urges customers to carefully review Government Code Section 6254.16 before signing this letter if the customer is concerned about waiving this protection. I understand that once I waive this protection my appeal will be agendized for discussion by the DSRSD Board of Directors and thereafter my water usage data will be available to anyone and everyone upon request. I further understand that my signing this consent form does not in any way promise that my appeal will be approved in whole or in part, only that my appeal will be duly considered by the DSRSD Board of Directors.

I HEREBY CERTIFY THAT I AM DULY AUTHORIZED TO ACT FOR AND ON BEHALF OF DSRSD WATER SERVICE ACCOUNT NO. 0106071780903, AND THAT BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY WAIVE THE PROTECTIONS AFFORDED BY LAW AS TO WATER USAGE DATA FOR THAT ACCOUNT, WITH THE UNDERSTANDING THAT THE WATER USAGE DATA SHALL BE PUBLICLY AVAILABLE TO ALL.


SIGNATURE & DATE

PRINT NAME

The Dublin San Ramon Services District is a Public Entity





| | | |
|--|---|--|
| Reference Operations Manager | Type of Action Consider Appeal | Board Meeting of August 19, 2014 |
| Subject Consider Appeal by Valley Christian Center of a Staff Denial of an Exemption and a Waiver of Enforcement Action Related to Violation of Water Use Limitations | | |
| <input checked="" type="checkbox"/> Motion | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Informational | <input type="checkbox"/> Other |
| REPORT: | <input type="checkbox"/> Verbal | <input checked="" type="checkbox"/> Presentation |
| | <input checked="" type="checkbox"/> Staff | D. Gallagher |
| | | <input type="checkbox"/> Board Member |

Recommendation:

The Operations Manager recommends that the Board of Directors, by Motion, either uphold or deny Valley Christian Center's appeal of a staff level denial of his request for an exemption from water use limitations. The customer also applied for a waiver of enforcement action (warning letters) that were levied against the customer due to their alleged violation of the District's water use limitations, but the Board has since taken action to clarify that warnings are not violations. Valley Christian Center (VCC) will be represented in this appeal by Jerry Buffington, an employee of VCC.

Summary:

On May 5, 2014, the Board of Directors adopted Ordinance 333 establishing water use limitations due to the Community Drought Emergency. Also on May 5, 2014, the Board of Directors adopted Ordinance No. 334 establishing enforcement procedures and penalties for violations of water use limitations. Ordinance No. 334 establishes a procedure whereby a customer can submit a request for a waiver of a violation of a water use limitation, which must be either approved or denied by District staff. Ordinance No. 334 was subsequently amended by Ordinance No. 335, which was adopted by the Board of Directors on August 5, 2014.

On June 26, 2014, Jerry Buffington, representing Valley Christian Center in Dublin, submitted a request for a waiver of enforcement action after the customer was cited for a violation of one or more of the water use limitations described in Ordinance No. 333. Two different VCC dedicated irrigation accounts were cited with warnings. On August 1, 2014, District staff denied the customer's request for an exemption and a waiver and notified the customer. A copy of the completed waiver request form is attached, including the stated reason for the denial. On August 11, 2014, Mr. Buffington submitted an appeal of District staff's decision. A copy of the customer's appeal form is attached. The customer has signed a waiver allowing his water use records to be reviewed in a public meeting

The Board should consider this appeal using the following procedure:

- Accept a presentation from staff, including an explanation of why the customer's request for a waiver of the enforcement action was denied;
- Accept testimony from the affected customer;
- Accept any comments from the general public;
- Deliberate; and
- By Motion, decide to uphold the appeal (i.e. grant the waiver) or to deny the appeal for one or both accounts.

| Committee Review | | | Legal Review | Staff Review | | |
|---|---|--|---------------------------------------|------------------------------------|--------------------------|------------------------------|
| COMMITTEE --- | DATE --- | RECOMMENDATION --- | Not Required | ORIGINATOR Gallagher | DEPARTMENT Operations | REVIEWED BY Dan Gallagher |
| ATTACHMENTS <input type="checkbox"/> None | | | | | | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Minute Order | <input type="checkbox"/> Task Order | <input type="checkbox"/> Staff Report | <input type="checkbox"/> Ordinance | | |
| <input checked="" type="checkbox"/> Cost \$0 | <input type="checkbox"/> Funding Source A. B. | Attachments to S&R 1. Waiver Appeal Details 2. Appeal form and attachments 3. | | | | |

| WAIVER APPEAL DETAILS | |
|---|---|
| Customer Name | Valley Christian Center (representative: Jerry Buffington) |
| Date of Waiver Request | June 23, 2014 (customer originally applied for an exemption, staff asked the customer to submit a request for a waiver because they had already been cited with a warning, which at that time was considered a violation) |
| Staff Action | Denied on August 1, 2014 |
| Date of Appeal Request | August 11, 2014 |
| Water Use Limitation Applied (cite Ord. and desc.) | Ordinance 333 – Section 3-d-vii: Weekly/Monthly irrigation schedules are limited to two days per week (and not on consecutive days) during the months of June, July, August, and September. Ordinance 333 – Section 3-d-v: limits irrigation using permanent piping and sprinkler heads to only between the hours of 6:00 PM and 9:00 AM. The customer received two warnings for violating the restrictions, one warning for each account. |
| Original Justification | VCC reported that all of their new landscaping was watered with drip irrigation, but both of their dedicated irrigation meter accounts have a mix of drip and spray irrigation. VCC reduced irrigation 25%, but claimed that they were unable to accomplish all of their watering in only 2 days a week. Customer was told that watering was only allowed 2 days per week for each meter (i.e. for each account), and that operating different zones on different days is not allowed if it resulted in watering more than 2 days per week. |
| Staff Rational | VCC was offered several chances over the course of several weeks to reduce their irrigation to the point where they would demonstrate compliance with the Ordinance. Although VCC reduced their overall irrigation water use, on August 1 a review of their water use records still showed irrigation use more than 2 days per week, and the use pattern appeared to be consistent with spray irrigation more than 2 days per week. An inspection of the site by staff found large areas of very healthy, green turfgrass. |
| Appeal Justification | Customer says that he cannot water the entire site in 2 days, and he is mixing his zones to avoid 2 valves running at one time. Customer says that he needs 3 to 4 days each week to accomplish the District's minimum amount of watering. |
| Actions To Offset Use | Customer says that if he is allowed to water 3 to 4 days a week in order to mix days to get separation on his valves then he can limit each zone to only 2 days per week. |



Dublin San Ramon
Services District

Water, wastewater, recycled water

7051 Dublin Boulevard
Dublin, CA 94568-3018

Attachment 2 to S&R
AUG 11, 14 AM 11:52
phone (925) 828-0515
fax (925) 829-1180
www.dsrsd.com

WATER USE ENFORCEMENT: APPLICATION TO APPEAL A DECISION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box that applies to the violation that you were cited for and attach a copy of your original completed application showing that the application was denied along with the reasons given by the Drought Coordinator (Please note: applicants seeking to appeal a decision must submit one appeal form for each decision they seek to challenge).
3. Section 3 – Reason or reasons why the customer disagrees with the Drought Coordinator's denial.
4. Section 4 – Person applying must sign and date. If penalties and/or cost have been assessed, the application for a waiver already had to be accompanied by a check in the full amount specified in the enforcement action. If the customer's appeal is granted, the amount of the penalty will be returned to the applicant.
5. Section 5 – Consent to waive privacy protection for water account records. Person applying must sign and date.
6. Include photos if applicable or appropriate (do not duplicate photos that were submitted with the original application for a waiver).
7. Submit to DSRSD Board of Directors

Email:
Board@dsrsd.com

Fax:
925-829-1180

Mail: 7051 Dublin Blvd
Dublin, CA 94568

Office:
925-828-0515

CUSTOMER INFORMATION – SECTION 1

Name:

Valley Christian Center

Address:

City: Dublin, Ca

Account Number:

Zip Code: 94568

Phone Number:

Email address:

WAIVER OF A VIOLATION(S) THAT WAS DENIED – SECTION 2

- | | |
|--|---|
| <input checked="" type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Other (Please describe): | |

REASON WHY THE CUSTOMER DISAGREES WITH THE DROUGHT COORDINATOR'S DENIAL – SECTION 3

Describe the reason for disagreeing with the denial: please review the attached

exhibits that show our watering schedule. I only have 1 meter for a 50 acre site. It looks like I am watering more than twice a week, but I am "Not". Because of the number of valves and run times, I can't water the entire site in 2 days - I am mixing my zones to avoid 2 valves running at one time - before the drought, I watered 24 hrs a day 6 days a week to keep my lawns green and "safe" for the kids to play on -

We have "softy" issues when we allow play on rough surfaces - Softball & Elementary play on grass - See attached pictures. Your representative Skamon came up here and took some pictures -

ACCOUNT OWNER - SECTION 4

The exclusive procedure for consideration of written applications for waivers of the violations of Water Use Limitations to avoid the enforcement actions described herein will be as follows:

- (a) A customer may submit a written application for a Waiver of Violation related to water use to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the water use for which the customer was cited, a description of the reason(s) why a Waiver of Violation is requested, and justification for the Waiver of Violation. If penalties and/or costs have been assessed, the application must be accompanied by a deposit in an amount specified in the enforcement action;
- (b) The District Drought Coordinator will consider each application for a Waiver of Violation based on the customer's reason(s) for violating a Water Use Limitation and the justification as presented. The Drought Coordinator may grant a one-time waiver of a particular violation if the customer's justification is deemed to be reasonable, and if the customer has mitigated or agrees to immediately mitigate the cause of the violation. If a Waiver of Violation is granted, the deposit furnished by the customer shall be refunded;
- (c) A customer may appeal a denial of an application for a Waiver of Violation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;
- (d) If a Waiver of Violation for a specific type of violation has been previously granted, a further waiver of the same type of violation is not permitted.

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant:

Date:

Aug 11th 2014

BOARD OF DIRECTORS USE ONLY

Date Received:

Received by:

Approved:

Denied:

Effective Date:

Expiration Date:

Reason for approval/denial



CONSENT TO WAIVE PRIVACY PROTECTION FOR WATER ACCOUNT RECORDS – SECTION 5

I agree that I am a DSRSD customer and I am seeking a waiver of enforcement action for restricted or prohibited water use. I further acknowledge that the Drought Coordinator previously denied my request for a waiver, and therefore I am appealing the decision of the Drought Coordinator to the DSRSD Board of Directors. I understand that the DSRSD Board of Directors must consider my appeal in an open public meeting.

I understand that the Board of Directors is required by the Ralph M. Brown Act to conduct its deliberations in public, with certain exceptions specifically set forth in the law. The Public Records Act normally prevents most customer records, including water usage data, from being disclosed to the public at large. I also understand that in order for the Board of Directors to be able to discuss and take action on my appeal, it is necessary for the Board to openly discuss my water account information and my water use records. I understand that to allow this I must provide written consent to waive the protections normally afforded to me by the Public Records Act.

My signature below acknowledges my consent to waive the protections afforded to me by the Public Records Act so that the DSRSD Board of Directors can consider my appeal. I understand that once I sign and return this consent form, this matter will be placed on the agenda for the next reasonably available meeting of the Board of Directors for consideration. I further understand that if I do not sign and return this consent form within ten (10) calendar days of submitting my appeal, then the District will make the determination that I do not wish to pursue my appeal and the penalties and fees will immediately become due and payable.

The portion of the Public Records Act most pertinent to my request is Government Code Section 6254.16. The most pertinent language of Section 6254.16 provides that the name, utility usage data, and the home address of utility customers is normally protected information and can only be made available to the public under special circumstances, unless the customer agrees to waive this protection. DSRSD urges customers to carefully review Government Code Section 6254.16 before signing this letter if the customer is concerned about waiving this protection. I understand that once I waive this protection my appeal will be agendized for discussion by the DSRSD Board of Directors and thereafter my water usage data will be available to anyone and everyone upon request. I further understand that my signing this consent form does not in any way promise that my appeal will be approved in whole or in part, only that my appeal will be duly considered by the DSRSD Board of Directors.

I HEREBY CERTIFY THAT I AM DULY AUTHORIZED TO ACT FOR AND ON BEHALF OF DSRSD WATER SERVICE ACCOUNT NO. _____ AND THAT BY SIGNING BELOW, I KNOWINGLY AND VOLUNTARILY WAIVE THE PROTECTIONS AFFORDED BY LAW AS TO WATER USAGE DATA FOR THAT ACCOUNT, WITH THE UNDERSTANDING THAT THE WATER USAGE DATA SHALL BE PUBLICLY AVAILABLE TO ALL.

Valley Christian Center
Jerry W. Buffington
SIGNATURE

Aug 11 - 2014
DATE

Jerry W Buffington
PRINT NAME
Valley Christian Center

August 11th-2014
To Whom it may concern
DSRSD Board of Directors

Please re-consider your ruling on my waiver request.

I Have 103 Valves that run 2640 minutes to accomplish one cycle. Your allotted time of 900 minutes per day for 2 days a week will not allow me to water my entire site. I need 3 to 4 days using these time to accomplish your minimum amount of watering.

All that I am asking is to allow me to mix my days to get separation on the valves.

Even at my present use we are losing complete fields daily.

I believe we have a safety responsibility to out students to provide good and SAFE play surfaces for them to do PE and sports on.

If you look at our total water usage this year compared to last you will see that we are very conservative on water use.

We are always working with Zone 7 and your people to save water wherever possible.

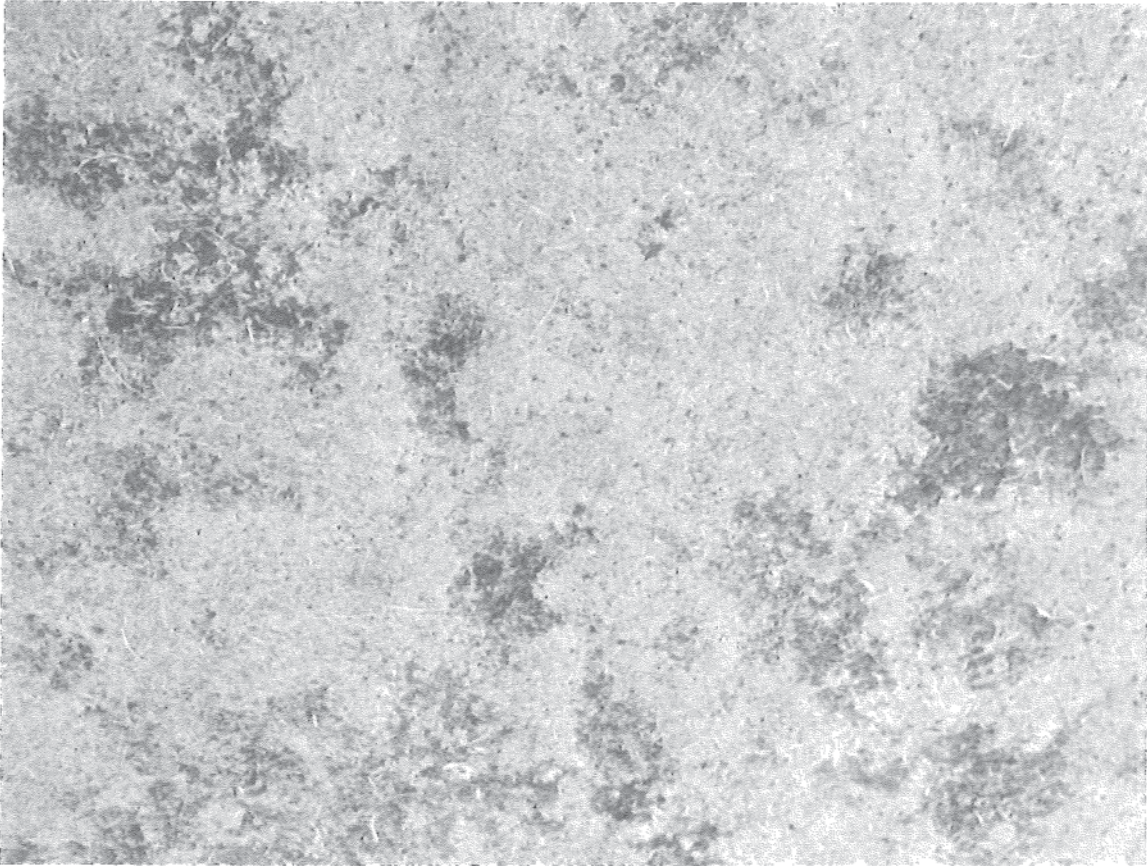
I would like to come to the meeting to answer any questions that you have.

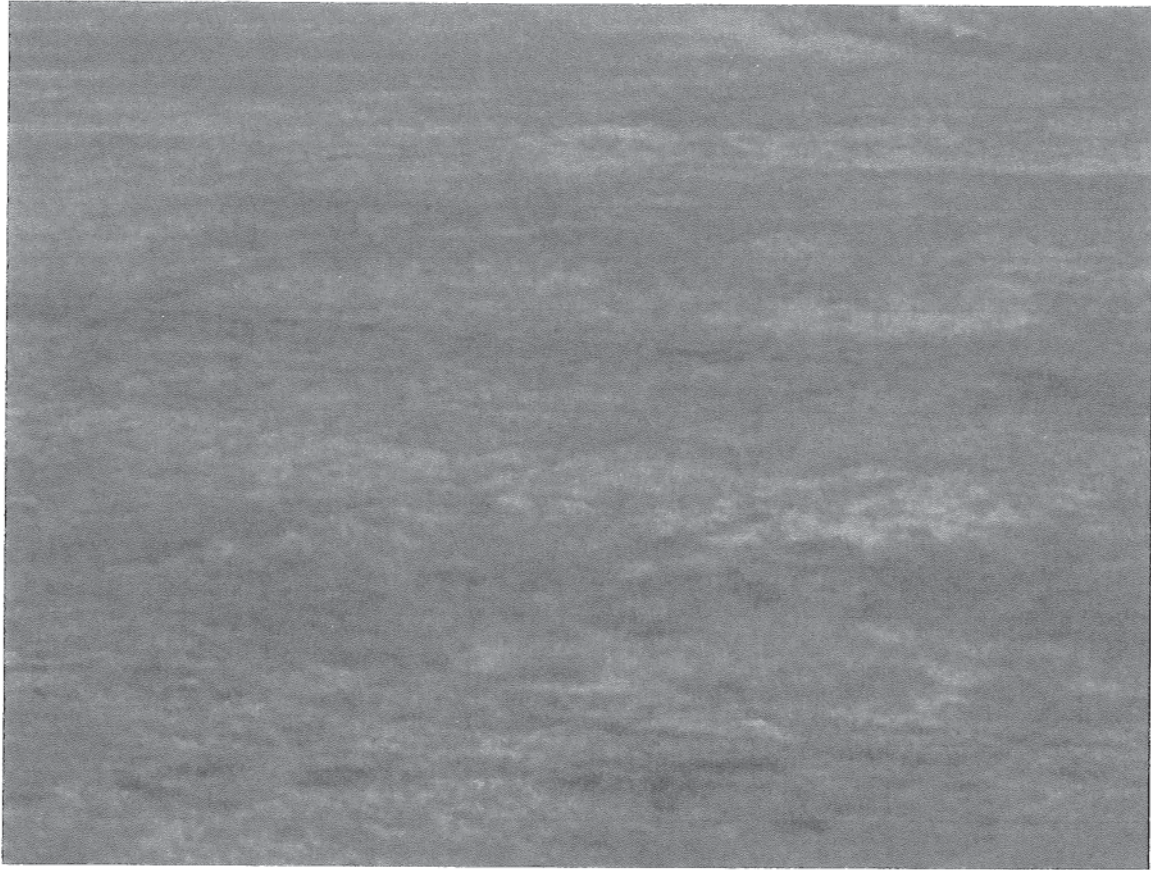
Thank you for your consideration

See attached pictures of our fields.

Jerry Buffington
Valley Christian Center







| Clock | Time for 1 cycle 'MINUTES" | Number of valves |
|----------------------------|----------------------------|------------------|
| Entrance along Inspiration | 360 | 12 |
| Interior, Power Hut | 600 | 20 |
| Jr High | 300 | 10 |
| Elementary School | 450 | 19 |
| Elementary Upper Field | 450 | 16 |
| Old Sanctuary | 200 | 12 |
| Pre-School | 40 | 2 |
| New Sanctuiary | 240 | 12 |
| | | |
| | 2640 | 103 |
| | | |
| | | |

| SECOND ENTRANCE MONUMENT | | | | HUNTER ES203 | | | CLOCK #1 |
|--------------------------|------------|-------|----------|--------------|--------------|---------------|----------|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION |
| 1 | 10:00 AM | 1 | 30 | SENSOR | SPRAY | SHRUB | |
| 1 | 10:00 AM | 2 | 30 | SENSOR | ROT/SPRAY | SHRUB/LAWN | |
| 1 | 10:00 AM | 3 | 30 | SENSOR | SPRAY | LAWN | |
| 1 | 10:00 AM | 4 | 30 | SENSOR | SPRAY | LAWN | |
| 1 | 10:00 AM | 5 | 30 | SENSOR | SPRAY | LAWN | |
| 1 | 10:00 AM | 6 | 30 | SENSOR | ROT/SPRAY | LAWN | |
| 1 | 10:00 AM | 7 | 30 | SENSOR | SPRAY | LAWN | |
| 1 | 10:00 AM | 8 | 30 | SENSOR | SPRAY | LAWN | |
| 1 | 10:00 AM | 9 | 30 | SENSOR | SPRAY | LAWN | |
| 1 | 10:00 AM | 10 | 30 | SENSOR | SPRAY | LAWN | |
| 1 | 10:00 AM | 11 | 30 | SENSOR | SPRAY | LAWN | |
| 1 | 10:00 AM | 12 | 30 | SENSOR | SPRAY | LAWN | |
| | | | | | | | |
| | | | 360 | | | | |

| POWER HUT | | RAINMASTER ..NO KEY | | | | | CLOCK # 2 |
|-----------|------------|---------------------|----------|-----|--------------|---------------|---|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION |
| 1 | | 8 | 30 | 100 | SHRUB/DRIP | SHRUB | E HIGH SCH TREES AND SHRUBS Z RAMP |
| 1 | | 9 | 30 | 100 | SHRUB/DRIP | SHRUB | W JR HIGH TREES AND SHRUBS |
| 1 | | 10 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 11 | 30 | 100 | SHRUB/DRIP | SHRUB | NEXT TO POWER HUT.. DRIPPERS |
| 1 | | 12 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 13 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 14 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 15 | 30 | 100 | SHRUB/DRIP | SHRUB | SE HIGH SCHOOL TREES AND SHRUBS UNDER PINE TREE |
| 1 | | 16 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 17 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 18 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 19 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 20 | 30 | 100 | SHRUB/DRIP | SHRUB | NO OF PRE SCHOOL NEAR GREEN PLASTIC FENCE |
| | | | | | | | |
| 2 | | 1 | 30 | 100 | | | ????? |
| 2 | | 2 | 30 | 100 | SPRAY | LAWN | LAWN BY BENCHES S OF HS |
| 2 | | 3 | 30 | 100 | SPRAY | LAWN | LAWN AT EAST SIDE OF HS NEAR WEIGHT ROOM |
| 2 | | 4 | 30 | 100 | ROTORS | LAWN | SLOPED LAWN AT AMPHATHEATER AREA |
| 2 | | 5 | 30 | 100 | | | ??? |
| 2 | | 6 | 30 | 100 | | | ??? |
| 2 | | 7 | 30 | 100 | | | ??? |
| | | | 600 | | | | |

| JR HIGH | | RAINMASTER ES203 KEY | | | | | CLOCK # 3 |
|---------|----------------------------|----------------------|----------|---|--------------|---------------|-------------------------------|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION |
| 1 | | 1 | 30 | | MPR | SHRUB | MID ISLAND NORTH |
| 1 | | 2 | 30 | | MPR | SHRUB | MID ISLAND MIDDLE |
| 1 | | 3 | 30 | | MPR | SHRUB | FAR NORTH ISLAND SOUTH OK |
| 1 | | 4 | 30 | | MPR | SHRUB | MIDDLE ISLAND SOUTH |
| 1 | | 5 | 30 | | MPR | SHRUB | FAR NORTH ISLAND NORTH |
| 1 | | 6 | 30 | | SHRUB | SHRUB | |
| 1 | | 7 | 30 | | SHRUB | SHRUB | E JR HIGH TREES AND SHRUBS OK |
| 1 | | 8 | 30 | | SHRUB | SHRUB | |
| 1 | | 9 | 30 | | SHRUB | SHRUB | |
| 1 | | 10 | 30 | | SHRUB | SHRUB | IVY S. JR HIGH BY FRONT STEPS |
| | | 11 | | | | | |
| | | 12 | | | | | |
| | THIS IS A 12 STATION CLOCK | | | | | | |
| | | | 300 | | | | |

| ELEMENTARY SCHOOL | | | 15-May | RAINMASTER CLOCK KEY ES203 | | | CLOCK # 4 | |
|-------------------|------------|-------|--------|----------------------------|--------------|---------------|--|--|
| PROGRAM | START TIME | VALVE | % | RUN TIME | TYPE OF HEAD | LAWN OR SHRUB | LOCATION | |
| 2 | 7:00 PM | 4 | 100 | 30 | SPRAY | LAWN | LAWN BY TRASH BINS ALONG WALK WAY | |
| 2 | 7:00 PM | 6 | 100 | 30 | ROTORS | LAWN | N.E. ELEMENTARY LAWN COMING UP HILL | |
| 2 | 7:00 PM | 12 | 100 | 30 | SPRAY | LAWN | CARPOOL LAWN | |
| 2 | 7:00 PM | 13 | 100 | 30 | ROTORS | LAWN | FLAGPOLE LAWN | |
| 2 | 7:00 PM | 18 | 100 | 30 | SPRAY | LAWN | LAWN E. SIDE UPPER BY HYDRANT | |
| 2 | 7:00 PM | 14 | 100 | 40 | JARD | LAWN | MOUND IN TURN AROUND LAWN "JARDINERES" | |
| | | | | | | | | |
| 1 | 7AM | 1 | 100 | 20 | BUB/SPRAY | SHRUB | N TREES AND SHRUBS AT ROAD | |
| 1 | 7AM | 2 | 100 | 20 | BUB/SPRAY | SHRUB | N TREES AND SHRUBS AT ROAD | |
| 1 | 7AM | 3 | 100 | 20 | BUB/SPRAY | SHRUB | N TREES AND SHRUBS AT ROAD | |
| 1 | 7AM | 5 | 100 | 20 | BUB/SPRAY | SHRUB | N TREES AND SHRUBS AT ROAD AT TURN AROUND | |
| 1 | 7AM | 7 | 100 | 20 | BUB/SPRAY | SHRUB | SOUTH TREES AND SHRUBS AT CARPOOL | |
| 1 | 7AM | 8 | 100 | 20 | BUB/SPRAY | SHRUB | E ELEMENTARY FLAG POLES | |
| 1 | 7AM | 9 | 100 | 20 | BUB/SPRAY | SHRUB | CARPOOL AREA | |
| 1 | 7AM | 10 | 100 | 20 | BUB/SPRAY | SHRUB | SOUTH BY FIRELANE | |
| 1 | 7AM | 11 | 100 | 20 | BUB/SPRAY | SHRUB | SOUTH BY FIRELANE | |
| 1 | 7AM | 15 | 100 | 20 | BUB/SPRAY | SHRUB | S.E BELOW FLAG POLE TREES AND SHRUBS | |
| 1 | 7AM | 16 | 100 | 20 | BUB/SPRAY | SHRUB | S.E BELOW FLAG POLE TREES AND SHRUBS | |
| 1 | 7AM | 17 | 100 | 20 | BUB/SPRAY | SHRUB | S. ELEMENTARY TREES AND SHRUBS BY FIRELANE | |
| 1 | 7AM | 26 | 100 | 20 | BUBBLERS | SHRUB | NEW PLANTS AT FLAG POLE | |
| | | | | | | | | |
| | | | | 450 | | | | |

| POWER HUT | | RAINMASTER ..NO KEY | | | | | CLOCK # 2 |
|-----------|------------|---------------------|----------|-----|--------------|---------------|---|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION |
| 1 | | 8 | 30 | 100 | SHRUB/DRIP | SHRUB | E HIGH SCH TREES AND SHRUBS Z RAMP |
| 1 | | 9 | 30 | 100 | SHRUB/DRIP | SHRUB | W JR HIGH TREES AND SHRUBS |
| 1 | | 10 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 11 | 30 | 100 | SHRUB/DRIP | SHRUB | NEXT TO POWER HUT.. DRIPPERS |
| 1 | | 12 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 13 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 14 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 15 | 30 | 100 | SHRUB/DRIP | SHRUB | SE HIGH SCHOOL TREES AND SHRUBS UNDER PINE TREE |
| 1 | | 16 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 17 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 18 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 19 | 30 | 100 | SHRUB/DRIP | | |
| 1 | | 20 | 30 | 100 | SHRUB/DRIP | SHRUB | NO OF PRE SCHOOL NEAR GREEN PLASTIC FENCE |
| | | | | | | | |
| 2 | | 1 | 30 | 100 | | | ????? |
| 2 | | 2 | 30 | 100 | SPRAY | LAWN | LAWN BY BENCHES S OF HS |
| 2 | | 3 | 30 | 100 | SPRAY | LAWN | LAWN AT EAST SIDE OF HS NEAR WEIGHT ROOM |
| 2 | | 4 | 30 | 100 | ROTORS | LAWN | SLOPED LAWN AT AMPHATHEATER AREA |
| 2 | | 5 | 30 | 100 | | | ??? |
| 2 | | 6 | 30 | 100 | | | ??? |
| 2 | | 7 | 30 | 100 | | | ??? |
| | | | 600 | | | | |

| JR HIGH | | RAINMASTER ES203 KEY | | | | | CLOCK # 3 |
|---------|----------------------------|----------------------|----------|---|--------------|---------------|-------------------------------|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION |
| 1 | | 1 | 30 | | MPR | SHRUB | MID ISLAND NORTH |
| 1 | | 2 | 30 | | MPR | SHRUB | MID ISLAND MIDDLE |
| 1 | | 3 | 30 | | MPR | SHRUB | FAR NORTH ISLAND SOUTH OK |
| 1 | | 4 | 30 | | MPR | SHRUB | MIDDLE ISLAND SOUTH |
| 1 | | 5 | 30 | | MPR | SHRUB | FAR NORTH ISLAND NORTH |
| 1 | | 6 | 30 | | SHRUB | SHRUB | |
| 1 | | 7 | 30 | | SHRUB | SHRUB | E JR HIGH TREES AND SHRUBS OK |
| 1 | | 8 | 30 | | SHRUB | SHRUB | |
| 1 | | 9 | 30 | | SHRUB | SHRUB | |
| 1 | | 10 | 30 | | SHRUB | SHRUB | IVY S. JR HIGH BY FRONT STEPS |
| | | 11 | | | | | |
| | | 12 | | | | | |
| | THIS IS A 12 STATION CLOCK | | | | | | |
| | | | 300 | | | | |

| ELEMENTARY SCHOOL | | | 15-May | RAINMASTER CLOCK KEY ES203 | | | CLOCK # 4 | |
|-------------------|------------|-------|--------|----------------------------|--------------|---------------|--|--|
| PROGRAM | START TIME | VALVE | % | RUN TIME | TYPE OF HEAD | LAWN OR SHRUB | LOCATION | |
| 2 | 7:00 PM | 4 | 100 | 30 | SPRAY | LAWN | LAWN BY TRASH BINS ALONG WALK WAY | |
| 2 | 7:00 PM | 6 | 100 | 30 | ROTORS | LAWN | N.E. ELEMENTARY LAWN COMING UP HILL | |
| 2 | 7:00 PM | 12 | 100 | 30 | SPRAY | LAWN | CARPOOL LAWN | |
| 2 | 7:00 PM | 13 | 100 | 30 | ROTORS | LAWN | FLAGPOLE LAWN | |
| 2 | 7:00 PM | 18 | 100 | 30 | SPRAY | LAWN | LAWN E. SIDE UPPER BY HYDRANT | |
| 2 | 7:00 PM | 14 | 100 | 40 | JARD | LAWN | MOUND IN TURN AROUND LAWN "JARDINERES" | |
| | | | | | | | | |
| 1 | 7AM | 1 | 100 | 20 | BUB/SPRAY | SHRUB | N TREES AND SHRUBS AT ROAD | |
| 1 | 7AM | 2 | 100 | 20 | BUB/SPRAY | SHRUB | N TREES AND SHRUBS AT ROAD | |
| 1 | 7AM | 3 | 100 | 20 | BUB/SPRAY | SHRUB | N TREES AND SHRUBS AT ROAD | |
| 1 | 7AM | 5 | 100 | 20 | BUB/SPRAY | SHRUB | N TREES AND SHRUBS AT ROAD AT TURN AROUND | |
| 1 | 7AM | 7 | 100 | 20 | BUB/SPRAY | SHRUB | SOUTH TREES AND SHRUBS AT CARPOOL | |
| 1 | 7AM | 8 | 100 | 20 | BUB/SPRAY | SHRUB | E ELEMENTARY FLAG POLES | |
| 1 | 7AM | 9 | 100 | 20 | BUB/SPRAY | SHRUB | CARPOOL AREA | |
| 1 | 7AM | 10 | 100 | 20 | BUB/SPRAY | SHRUB | SOUTH BY FIRELANE | |
| 1 | 7AM | 11 | 100 | 20 | BUB/SPRAY | SHRUB | SOUTH BY FIRELANE | |
| 1 | 7AM | 15 | 100 | 20 | BUB/SPRAY | SHRUB | S.E BELOW FLAG POLE TREES AND SHRUBS | |
| 1 | 7AM | 16 | 100 | 20 | BUB/SPRAY | SHRUB | S.E BELOW FLAG POLE TREES AND SHRUBS | |
| 1 | 7AM | 17 | 100 | 20 | BUB/SPRAY | SHRUB | S. ELEMENTARY TREES AND SHRUBS BY FIRELANE | |
| 1 | 7AM | 26 | 100 | 20 | BUBBLERS | SHRUB | NEW PLANTS AT FLAG POLE | |
| | | | | | | | | |
| | | | | 450 | | | | |

| PRE SCHOOL | | IRRITROL CLOCK PLASTIC KEY | | | | | |
|------------|------------|----------------------------|----------|-----|--------------|------------------|---|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION |
| 1 | 720 PM | 1 | 10 | 100 | DRIP SHRUB | TREES AND SHRUBS | WEST SIDE OF PRE SCHOOL UP AND ALONG THE UPPER FOOTBALL FIELD |
| 1 | 720 PM | 2 | 30 | 100 | SPRAY | LAWN | SOUTH WEST LAWN AROUND PRESCHOOL ENTRANCES |
| | | | 40 | | | | |

| ELEMEN UPPER FIELD | | | PRO C CLOCK NO KEY | | | | CLOCK # 10 |
|--------------------|------------|-------|--------------------|----|--------------|---------------|-----------------|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION |
| | | | | | | | |
| 1 | 12AM | 2 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 3 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 4 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 5 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 6 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 7 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 8 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 9 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 10 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 11 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 12 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 13 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 14 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 15 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| 1 | 12AM | 16 | 30 | 25 | ROTOR | LAWN | UPPER FIELD |
| | | | 450 | | | | |
| 2 | 12PM | 1 | 20 | 15 | DRIP | OAK TREES | EVERY OTHER DAY |

| SANTUARY | | RAINMASTER ES 203KEY | | | | | | |
|----------|------------|----------------------|----------|-----|--------------|---------------|--|--|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION | |
| 1 | 220 PM | 6 | 0 | 100 | SPRAY | | MAIN PARKING ISLANDW/TREES AND SHRUBS ALONG EDGE OF LAWN.. BROKEN HEADS.. NOT NEEDED | |
| 1 | 220 PM | 7 | 10 | 100 | SPRAY | | SOUTH SANT TREES AND SHRUBS OK | |
| 1 | 220 PM | 8 | 10 | 100 | BUBBLERS | | PASTOR PARKING LOT BUBBLERS OK BUBBLERS | |
| 1 | 220 PM | 9 | 60 | 100 | DRIP | | JARD BY OFFICE NEED BALANCING | |
| 1 | 220 PM | 18 | 10 | 100 | BUBBLERS | | PRE SCHOOL TREES AND SHRUBS AT PARKING LOT | |
| 1 | 220 PM | 17 | 10 | 100 | BUBBLERS | | PRE SCHOOL TREES AND SHRUBS AT PARKING LOT | |
| 2 | 420PM | 1 | 20 | 100 | ROTORS | | MAIN PARKING ISLAND WEST LAWN IN FRONT OF SANTUARY WITH CURVE WALK | |
| 2 | 420PM | 2 | 20 | 100 | ROTORS | | MAIN PARKING ISLAND SOUTH LAWN IN FRONT OF SANTUARY WITH CURVE WALK | |
| 2 | 420PM | 3 | 20 | 100 | ROTORS | | MAIN PARKING ISLAND NORTH LAWN IN FRONT OF SANTUARY WITH CURVE WALK | |
| 2 | 420PM | 4 | 20 | 100 | ROTORS | | MAIN PARKING ISLAND EAST LAWN IN FRONT OF SANTUARY WITH CURVE WALK | |
| 2 | 420 PM | 5 | 10 | 100 | MPR | | FAR SOUTH ISLAND SOUTH | |
| 2 | 420 PM | 12 | 10 | 100 | MPR | | ISLAND BEHIND FERNANDOS TRAILER | |
| | | | 200 | | | | NO RESPONSE | |

| PRE SCHOOL | | IRRITROL CLOCK PLASTIC KEY | | | | | |
|------------|------------|----------------------------|----------|-----|--------------|------------------|---|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB | LOCATION |
| 1 | 720 PM | 1 | 10 | 100 | DRIP SHRUB | TREES AND SHRUBS | WEST SIDE OF PRE SCHOOL UP AND ALONG THE UPPER FOOTBALL FIELD |
| 1 | 720 PM | 2 | 30 | 100 | SPRAY | LAWN | SOUTH WEST LAWN AROUND PRESCHOOL ENTRANCES |
| | | | 40 | | | | |

| CLOCK # SOFTBALL FIELD | | | | | | |
|------------------------|------------|-------|----------|-----|--------------|---------------|
| PROGRAM | START TIME | VALVE | RUN TIME | % | TYPE OF HEAD | LAWN OR SHRUB |
| 1 | | 1 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 2 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 3 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 4 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 5 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 6 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 7 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 8 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 9 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 10 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 11 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 12 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 13 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 14 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 15 | 30 | 100 | MP 20 ROTOR | LAWN |
| 1 | | 16 | 30 | 100 | MP 20 ROTOR | LAWN |
| | | | 480 | | | |

From: [Mona Lisa Ballesteros](#)
To: [Dan Gallagher](#)
Cc: [Patricia Galves](#); [Steven Delight](#)
Subject: RE: Application to Appeal a Decision Valley Christian
Date: Monday, August 11, 2014 2:40:00 PM

Ok, just spoke with Jerry. He will be there next Tuesday at 6 pm at the DO. Gave the address.

From: Dan Gallagher
Sent: Monday, August 11, 2014 1:37 PM
To: Mona Lisa Ballesteros
Cc: Patricia Galves; Steven Delight
Subject: FW: Application to Appeal a Decision Valley Christian

Mona,

Can you please call Jerry and see if he can attend the Aug 19 Board meeting at 6:00 PM?

Pat,

We can consider waiving one or both fines with this one appeal. We will just need to make sure the S&R indicates there are two accounts, each with fines.

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

From: Patricia Galves
Sent: Monday, August 11, 2014 1:33 PM
To: Dan Gallagher; Steven Delight; Mona Lisa Ballesteros
Subject: Application to Appeal a Decision Valley Christian (

Because this is an Appeal, I have sent the original to Ms. Mona Lisa.

I called and spoke to Jerry re the attached packet in which he only references account I-002; there are two accounts that received violations that were denied, he asked if you can include account I-000 to the appeal. If not, please let me know and I will call him and ask him to submit a second appeal form.

Jerry Buffington, would like a phone call to let him know at which Board meeting the appeal will be reviewed. Will someone be able to call him? I don't mind calling if you provide the date.

From: [Dan Gallagher](#)
To: [Mona Lisa Ballesteros](#)
Subject: FW: Valley Christian
Date: Wednesday, August 06, 2014 1:38:17 PM
Attachments: [Valley Christian pictures 8.5.14.png](#)

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

From: Florence Khaw
Sent: Wednesday, August 06, 2014 9:11 AM
To: Stefanie Olson
Cc: Steven Delight; Dan Gallagher
Subject: RE: Valley Christian

Got some pictures for Valley Christian yesterday...

Florence

From: Stefanie Olson
Sent: Tuesday, August 05, 2014 11:32 AM
To: Florence Khaw
Cc: Steven Delight
Subject: FW: Valley Christian

Florence,

Can you please take some photos? I will talk to the guy.

Thanks,
Stef

Stefanie Olson
Clean Water Programs Specialist
Dublin San Ramon Services District
7051 Dublin Blvd.
Dublin, CA 94568
(925) 875-2245

From: Steven Delight
Sent: Tuesday, August 05, 2014 11:29 AM
To: Stefanie Olson
Subject: Valley Christian

Can you please talk to this guy too? His contact info is below

Steven Delight, PE
Senior Engineer

Dublin San Ramon Services District
7051 Dublin Blvd, Dublin CA 94568
(925) 875-2254

From: Dan Gallagher
Sent: Tuesday, August 05, 2014 8:40 AM
To: Steven Delight
Subject: RE: Message from Dan Gallagher (2345)

Steve,

I already gave up on him, I gave him over a month to get into compliance and he could not or would not, so that's why I denied his waiver. Why don't you go ahead and give him a call, and send Stefanie or Florence to talk to him? Just be sure the ladies understand that we are enforcing 2 days/week per meter, not 2 days per week per zone. Jerry is crying the blues about how his fields look, so he needs to look around and realize that everyone's fields look the same (i.e. like Heritage Park just down the street).

PS: Have Stefanie or Florence snap some photos of the lawns in front of the school, which are still lush and green.

His contact info is:
Jerry Buffington

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

From: Steven Delight
Sent: Tuesday, August 05, 2014 8:30 AM
To: Dan Gallagher
Subject: RE: Message from Dan Gallagher (2345)

Dan,

If you would like me to send Stef or Florence out I can do that. It might be a waste of time, or maybe we can get him on board that he can only irrigate 2 days per week.

You call, let me know his contact info if you would like them sent out.

But at some point we need to give up on him and just let him come to the Board to plead his case,

you have given him a ton of chances.

svd

Steven Delight, PE
Senior Engineer

Dublin San Ramon Services District
7051 Dublin Blvd, Dublin CA 94568
(925) 875-2254

From: Dan Gallagher
Sent: Tuesday, August 05, 2014 8:21 AM
To: Steven Delight
Subject: Message from Dan Gallagher (2345)

Following photos were attached in the email



From: [Dan Gallagher](#)
To: [Mona Lisa Ballesteros](#)
Cc: [Steven Delight](#)
Subject: Valley Christian
Date: Tuesday, August 05, 2014 8:42:47 AM
Attachments: [20140805082140969.pdf](#)

Please save this scan in the VC waiver folder

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

Following page was attached in the email



DUBLIN
SAN RAMON
SERVICES
DISTRICT

Telephone Conversation Record

- ☒ Incoming Call
☐ Return Call
☐ Outgoing Call
☐ Meeting

Caller: Jenny Buffington
 Company: Valley Christian Date: 8-5-2014
 Phone (_____) _____ Time: 7:30 ☒ a.m. ☐ p.m.
 Subject: Denise of Waver

Summary of Conversation:

VM: ASKED ME IF I COULD COME UP & LOOK
 AT HIS PLAYING FIELDS, BISCORCI ROAD,
 JUST CAN'T WE ANY LESS WATER
 CAN'T RUN ENOUGH TIME, HIS 2ND RUN
 COUGH VIBES ON 2 DAYS/WK AND
~~2ND~~ 2ND DAYS DIFF 2 DAYS/WK, ANOTHER
 IS RUNNING MORE THAN 2 DAYS/WK BUT
 THERE IS SOMETHING GOING ON 5 DAYS/WK
 NOT TRYING TO VIOLATE, JUST TRYING TO
 GET IN

Follow-up Obligations:

ASKED SURE IF HE THOUGHT WE SHOULD
 SEND SURE IN FORCE TO LOOK @
 VE

CC: _____

Signed: DAN

From: [Dan Gallagher](#)
To: ["Jerry buffington"](#)
Cc: ["dave Johnson"](#); [Mona Lisa Ballesteros](#); [Louanne Ivy](#); [Beth Freeland](#); [Steven Delight](#)
Subject: RE: Valley Christian, , Dublin: application for a waiver of a violation
Date: Friday, August 01, 2014 9:58:30 AM
Attachments: [Application -](#) [- Denied.pdf](#)

Jerry,

This morning I reviewed your water use records for the past two weeks. Account No.

-002 (1-inch meter) now appears to be operating in compliance with the District's water use restrictions. However, Account No. -000 (2-inch meter) appears to be watering more than 2 days a week and also during prohibited hours and therefore is not in compliance. The 2-inch meter shows usage of 12,200 gal on 7-25, 4,331 gal on 7-26, 3,673 gal on 7-27, 8,876 gal on 7-28, 9,666 gal on 7-29, 6,142 gal on 7-30, and 12,100 gal on 7-31. In addition, significant water use occurred during the prohibited hours on 9:00 AM to 6:00 PM on 7-28, 7-29, 7-30, and 7-31. Your request for a waiver is hereby denied for the following reasons:

- Account # -000 shows daily significant water use and the Ordinance only allows watering 2 days/week during July
- Account # -000 shows water use during the hours of 9:00 AM to 6:00 PM which is prohibited under the Ordinance

If you wish to you may appeal this decision to the Board of Directors by filling out and submitting an appeal form, which can be found on our website at www.dsrsd.com.

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

From: Dan Gallagher
Sent: Friday, July 25, 2014 11:32 AM
To: 'Jerry buffington'
Cc: dave Johnson; Mona Lisa Ballesteros; Louanne Ivy; Beth Freeland; Steven Delight
Subject: RE: Valley Christian, Dublin: application for a waiver of a violation

Jerry,

Since you only adjusted your clocks on Monday July 21, I will wait until Friday August 1 to review your water use records so I can make a final decision on your application for a waiver.

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell

(925) 462-0658 Fax

From: Jerry buffington
Sent: Sunday, July 20, 2014 9:24 AM
To: Dan Gallagher
Cc: dave Johnson
Subject: Re: Valley Christian, Dublin: application for a waiver of a violation

I will adjust my clocks on monday, thanks for your consideration.

Jerry Buffington

On Jul 20, 2014, at 8:58 AM, Dan Gallagher <gallagher@dsrsd.com> wrote:

Jerry,

Although I sympathize with you and your efforts to manage such a large irrigation system, our water use limitations only allow spray irrigation 2 days per week. Just reducing by 25% may not be enough. Anything more than 2 days per week will be a violation of our ordinance and subject to fines and possible disconnection of service. Due to the drought and water use restrictions there are lawns turning brown all over the Tri-Valley area.

We get asked all the time if you can run different zones on different days, and the answer is no because the ordinance limit is specific to two days per week. Each meter can only be used 2 days per week for running sprinklers. However, if you want to run your 1-inch meter on a different 2 days than the 2 days you run your 2-inch meter, then that's OK.

I'm sorry for the inconvenience, but we are under a very severe drought and there just isn't enough water available to do what we used to be able to handle.

Dan Gallagher
Operations Manager, DSRSD
Sent from my iPad

On Jul 19, 2014, at 11:31 AM, "Jerry buffington" wrote:

Answer # 1. Yes this is for Irrigation along Inspiration but it also waters our soft ball field with rotors. I will reduce this by 25% starting Monday 7-21. It runs at night but it does run 7 days a week.

Answer # 2. You are correct about # 2. The new system is not a problem but, I just don't have enough hours to water the entire balance of the campus during approved days and hours. some of my upper fields are almost dead with my present reductions.

Thanks you for your consideration.

Jerry Buffington

On Jul 18, 2014, at 1:02 PM, Dan Gallagher <gallagher@dsrsd.com> wrote:

Jerry,

I am trying to finalize a response to your request for a waiver of violations, but I still have a couple of questions that I need answered before I can complete my review and determination.

Valley Christian was issued warning letters for two different metered services:

1. A violation warning letter was sent to Valley Christian on June 17 for Account Number [REDACTED]-002 for irrigating more than twice per week. This account is a 1-inch meter that my review shows is using roughly 5,000 gallons of water every day, seven days a week. I'm guessing that this 1-inch meter is the one you said you use to water the trees along Inspiration Drive, but can you please confirm this?
2. A separate violation warning letter was sent to Valley Christian on July 1 for Account No. [REDACTED]-000 for irrigating more than twice per week, and for irrigating between 9:00 am and 6:00 pm. This account is a 2-inch meter that my review shows is using roughly 12,000 gallons of water every day, seven days a week. I'm guessing that the 2-inch meter provides the water for all of your other irrigation around the campus, including the drip irrigation to your new landscaping, but can you please confirm this?

New landscaping that was planted on or before May 5, 2014, is covered under an exemption in our water use limitations ordinance that allows extra watering for a specific period of time after the plants are installed. However, new landscaping planted after May 5 is not allowed to be irrigated more often than 2 days per week, unless it is on drip irrigation. **Drip irrigation is not restricted under our ordinance.** You explained to me that your new landscaping was only recently finished, and all of your new landscaping is watered with drip irrigation, therefore you should be able to water your new landscaping with drip irrigation as often as you feel you need to.

Regarding your question about your 10 clocks and 100 valves, the water use restrictions only allow watering 2-days per week, and watering must be done between the hours of 6:00 pm to 9:00 am. This restriction applies to every metered service in the District, therefore you cannot water different zones on different nights or you will be in violation of the ordinance if any one meter is used to water landscaping more than 2 days per week. Watering is limited to between the hours of 6:00 pm and 9:00 am, so watering over a 24 hour period is also a violation. Therefore, if you run your rotors more than 2 days per week, or if you run your rotors between the hours of 9:00 am and 6:00 pm, you will be in violation of the District's water use restrictions.

Please answer the questions I listed above for the two metered services, and also let me know if you intend to immediately reduce your rotor schedule to comply with the limitations of 2 days per week and only between the hours of 6:00 pm and 9:00 am. I will review your water use records again on Friday July 25 and make a final decision on your application for a waiver at that time.

Please feel free to call if you have any questions.

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

From: Jerry buffington

Sent: Thursday, July 17, 2014 4:34 PM

To: Dan Gallagher

Subject: Re: Valley Christian,
violation

Dublin: application for a waiver of a



Answers to your questions:

1. The new Landscaping was just completed this week. There was quite a bit of water from hose watering the plants. We modified the planting plan to use plants that require very little water after they are established.
2. The sprinklers are drip heads on each individual plant. when used properly there will be NO run-off.
3. Big question. I have only 1 - 2" valve for all of my irrigation. I have 10 clocks on this valve with over 100 valves. I have rotors on the lawns and sports fields. each head has to run about 30 minutes. It requires me to stage my watering over a 24 hour period. i have reduced my percentages and am trying to cut out days when I can. When it gets hot I have to increase it as needed. In the past 3 years I have changed hundreds of shrub heads to MP Rotators and have reduced run off tremendously. I am a water conservationist in my normal efforts.

Cordially
Jerry Buffington

Facilities
Valley Christian Center

On Jul 10, 2014, at 4:54 PM, Dan Gallagher <gallagher@dsrsd.com> wrote:

  Dan Gallagher (gallagher@dsrsd.com) is on [your Guest List](#) | [Delete this guest](#)
Mr. Buffington,

I am reviewing the application for a waiver of a violation that you submitted in late June. Your application says that you added 25,000 square feet of new landscaping. Can you please answer the following questions for me:

- What was the date when the new landscaping was planted (i.e. installation was completed) ?
- What type of irrigation does the new landscaping utilize (i.e. spray, drippers, or

other) ?

- How often are you running each type of irrigation?

Once I receive this information I should be able to finish processing your waiver application.

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

Following five pages were attached in the email

3 pages

Water Use Enforcement: Application for Waiver of Violation

WATER USE ENFORCEMENT: APPLICATION FOR WAIVER OF VIOLATION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the violation that you were cited for (Please note applicants must submit one form for each enforcement action that they were cited for).
3. Section 3 – Description of the violation, reason why it happened, justification for why you should be granted a waiver from this enforcement action, and your proposed mitigation.
4. Section 4 – Person applying must sign and date. If penalties and/or cost have been assessed, the application must be accompanied by a check in the full amount specified in the enforcement action. If the waiver is granted, the amount of the penalty will be returned to the applicant.
5. Include photos if applicable or appropriate.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email:

Fax:
925-462-0658

Mail: 7399 Johnson Drive
Pleasanton, CA 94588

Office:
925-875-2345

CUSTOMER INFORMATION – SECTION 1

Name: Valley Christian Center

Address:

City: Dublin, Ca

Account Number:

Zip Code: 94568

Phone Number:

Email address:

VIOLATION(S) THE APPLICANT WAS CITED FOR – SECTION 2

- | | |
|--|---|
| <input checked="" type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Other (Please describe): _____ | |

DESCRIPTION, REASON, JUSTIFICATION, & MITIGATION PROPOSED – SECTION 3

Description of the violation that is the subject of request: See FAX 6/24/14

Reason(s) why this violation occurred: see fax 6/24/14

Justification for requesting a waiver:

See fax 6/24/14

Specific actions you propose to mitigate or eliminate the cause of the violation:

See fax 6/24/14

ACCOUNT OWNER - SECTION 4

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant:

Valley Christian Center, June 26/14

OFFICE USE ONLY

Date Received:

6/26/2014

Received by:

DNB

Approved:

Denied:

✓ 8/1/2014

Effective Date:

8/1/2014

Expiration Date:

Reason for approval/denial

This morning I reviewed your water use records for the past two weeks. Account No. -002 (1-inch meter) now appears to be operating in compliance with the District's water use restrictions. However, Account No. -000 (2-inch meter) appears to be watering more than 2 days a week and also during prohibited hours and therefore is not in compliance. The 2-inch meter shows usage of 12,200 gal on 7-25, 4,331 gal on 7-26, 3,673 gal on 7-27, 8,876 gal on 7-28, 9,666 gal on 7-29, 6,142 gal on 7-30, and 12,100 gal on 7-31. In addition, significant water use occurred during the prohibited hours on 9:00 AM to 6:00 PM on 7-28, 7-29, 7-30, and 7-31. Your request for a waiver is hereby denied for the following reasons:

- Account # -000 shows daily significant water use and the Ordinance only allows watering 2 days/week during July
- Account # -000 shows water use during the hours of 9:00 AM to 6:00 PM which is prohibited under the Ordinance

If you wish to you may appeal this decision to the Board of Directors by filling out and submitting an appeal form, which can be found on our website at www.dsrsd.com.

Asked to fill out Waiver form

Mona Lisa Ballesteros
DSRSD - Application for Waiver of Violation
June 25, 2014 at 9:48 AM

6

Hello Mr. Buffington,

As I mentioned on the phone, here is the application for a waiver. Please fill in Section 1 and Section 2, then sign Section 4. You do not need to re-write the other sections, simply reference your prior application faxed over on 06/24/14. Please let me know if you have any questions.

Thank you,
Mona



Jun. 24. 2014 8:48AM Valley Christian Elementary

FAX - 2 DAYS

ATTN DAN GALLAGHER

Originally applied with an Exemption form



Water, wastewater, recycled water

WATER USE LIMITATIONS APPLICATION FOR EXEMPTION

Please do the following:

1. Section 1 - Fill in your information.
2. Section 2 - Check the box which applies to the exemption you are seeking approval for. (Please note applicants must submit one form per exemption request.)
3. Section 3 - Description, reason, justification & actions proposed for water curtailment.
4. Section 4 - Person applying must sign and date.
5. Include photos if possible.
6. Submit to DSRSD Drought Coordinator - Dan Gallagher

Email: dan@valleychristian.org

Fax: 925-462-0658

Mail: 7399 Johnson Drive
Pleasanton, CA 94588

Office: 925-875-2345

CUSTOMER INFORMATION - SECTION 1

Name: Valley Christian Center

Address:

City: Dublin, Ca

Account Number:

ington Zip Code: 94568

Phone Number:

Email address:

EXEMPTION APPLYING FOR - SECTION 2

- | | |
|--|---|
| <input checked="" type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance of |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Other (Please describe): _____ | |

DESCRIPTION, REASON, JUSTIFICATION & ACTIONS PROPOSED - SECTION 3

Description of limitation that is the subject of request: notice of limitation violation "dormitory"

Reason(s) for requesting an exemption: We just added 25,000 sq ft of LANDSCAPING
As per approved plans by Dublin, we are very water
conservative in all of our 50 acre facility - we only have
1 irrigation and over 100 valves - we have to use all days
and all hours to accomplish our basic needs, we have
always saved water and have many water saving devices
on our campus -

(Continued on back)

Justification for requesting an exemption: We use our green lawns for recreation for the children. If we go dry it kills our grass and we can't recover - I keep it on the edge of dying but I need to keep it alive -
Playgrounds - Ball fields etc -
Specific actions proposed to achieve equivalent level of water curtailment:
If you consider the new area we added, you will see I am still being VERY conservative -

ACCOUNT OWNER - SECTION 4

I agree -

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant: Valley Christian School Date: 6/23/14

OFFICE USE ONLY

Date Received: 6/24/2014 Received by: 026 In good standing: _____

Approved: _____ Effective Date: _____ Expiration Date: _____ Denied: _____

Reason for approval/ denial: _____



7051 Dublin Boulevard
Dublin, CA 94568-3018

phone (925) 828-8524
customerservice@dsrsd.com
www.dsrsd.com

NOTICE OF WATER USE LIMITATION VIOLATION

VALLEY CHRISTIAN CENTER

July 1, 2014

DUBLIN, CA 94568

Account Number: -000 irrigation meter

On May 5, 2014, the Dublin San Ramon Services District Board of Directors adopted Stage 3 Water Shortage rates, water use limitations, enforcements and penalties. Details and specific actions related to the drought are available at www.dsrsd.com, click on **Drought Watch**. Details on Stage 3 Water Shortage rates can be found on the **Water Rates** web page under the **Your Account** menu.

The account noted above is in violation of the following water use limitation(s):

- ☐ Exceeded 640 gallons of water per day over the course of a week, equal to 6 billing units (4,480 gallons) per week
- ☒ **Irrigating yard more than twice a week in June-September**
- ☒ **Irrigating from 9:00 a.m. to 6:00 p.m. Irrigation is permitted only between the hours of 6 pm and 9 am.**
- ☐ Irrigating within three days of rain
- ☐ Irrigating resulted in runoff, ponding, flooding, or marshy conditions
- ☐ Continued use of potable water for non-potable purposes where recycled water is available.
- ☐ Washing vehicle, boat, trailer, driveway, sidewalk, walkway, patio, parking lot, tennis court, exterior of building/home or other impervious surface
- ☐ Filling or refilling new swimming pool/spa
- ☐ Other _____

The following enforcement action has been charged to your account:

- ☒ **1st Violation (Formal warning)**
- ☐ 2nd Violation (\$250 penalty)
- ☐ 3rd Violation (Additional \$500 penalty)
- ☐ 4th Violation (Additional \$1,000 penalty)
- ☐ 5th Violation (Reduction in water delivered via flow restrictor or disconnection of water service)

Your account will be reevaluated within the next 10 business days, from the date on this letter for compliance. Repeated violation will result in fines and possible water restriction or disconnection. Penalties will be assessed on your next bill. Applications for exemptions to a prohibited or limited water use are available on the District's Drought Watch webpage listed above.

To help you monitor your personal water use patterns and history, the District has a new customer portal called AquaHawk Alerting. You can access AquaHawk at <https://dsrsd.aquahawk.us/>. You will need your account number (listed above) to register.

From: [Dan Gallagher](#)
To: [Mona Lisa Ballesteros](#)
Cc: [Steven Delight](#)
Subject: Valley Christian application for a waiver
Date: Thursday, June 26, 2014 11:37:11 AM
Attachments: [20140626111647932.pdf](#)

Mona,

Valley Christian sent the attached waiver application via fax, so can you please enter this into the log?

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

Following three pages were attached in the email

3 pages

WATER USE ENFORCEMENT: APPLICATION FOR WAIVER OF VIOLATION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the violation that you were cited for (Please note applicants must submit one form for each enforcement action that they were cited for).
3. Section 3 – Description of the violation, reason why it happened, justification for why you should be granted a waiver from this enforcement action, and your proposed mitigation.
4. Section 4 – Person applying must sign and date. If penalties and/or cost have been assessed, the application must be accompanied by a check in the full amount specified in the enforcement action. If the waiver is granted, the amount of the penalty will be returned to the applicant.
5. Include photos if applicable or appropriate.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email:

Fax:

Mail: 7399 Johnson Drive
Pleasanton, CA 94588

Office:

925-875-2345

CUSTOMER INFORMATION – SECTION 1Name: Valley Christian Center

Address:

City: Dublin, Ca

Account Number:

Zip Code: 94568

Phone Number:

Email address:

VIOLATION(S) THE APPLICANT WAS CITED FOR – SECTION 2

- | | |
|--|---|
| <input checked="" type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Other (Please describe): _____ | |

DESCRIPTION, REASON, JUSTIFICATION, & MITIGATION PROPOSED – SECTION 3Description of the violation that is the subject of request: See FAX 6/24/14Reason(s) why this violation occurred: See fax 6/24/14

Justification for requesting a waiver: See fax 6/24/14

Specific actions you propose to mitigate or eliminate the cause of the violation: See fax 6/24/14

ACCOUNT OWNER - SECTION 4

I have read, understand, and agree to the terms and conditions of this application.
 Signature of applicant: Valley Christian Center, Jennifer [Signature] Date: 6/26/14

OFFICE USE ONLY

| | |
|-----------------------|------------------------|
| Date Received: _____ | Received by: _____ |
| Approved: _____ | Denied: _____ |
| Effective Date: _____ | Expiration Date: _____ |

Reason for approval/denial

Mona Lisa Ballesteros
DSRSD - Application for Waiver of Violation
June 25, 2014 at 9:48 AM



Hello Mr. Buffington,

As I mentioned on the phone, here is the application for a waiver. Please fill in Section 1 and Section 2, then sign Section 4. You do not need to re-write the other sections, simply reference your prior application faxed over on 06/24/14. Please let me know if you have any questions.

Thank you,
Mona



From: [Mona Lisa Ballesteros](#)
To: [Dan Gallagher](#)
Cc: [Steven Delight](#)
Subject: FW: DSRSD - Application for Waiver of Violation
Date: Wednesday, June 25, 2014 10:13:00 AM
Attachments: [Water Use Enforcement Waiver Application.pdf](#)

FYI – Spoke to Mr. Buffington and let him know needs to fill out this app. He said he would and return.

From: Mona Lisa Ballesteros
Sent: Wednesday, June 25, 2014 9:48 AM
To:
Subject: DSRSD - Application for Waiver of Violation

Hello Mr. Buffington,
As I mentioned on the phone, here is the application for a waiver. Please fill in Section 1 and Section 2, then sign Section 4. You do not need to re-write the other sections, simply reference your prior application faxed over on 06/24/14. Please let me know if you have any questions.

Thank you,
Mona

Mona Lisa Ballesteros

Administrative Technician | Operations

Dublin San Ramon Services District

7399 Johnson Drive | Pleasanton, CA 94588

Phone: 925.875.2392 | Fax 925.462.0658

ballesteros@dsrsd.com

Following two pages were attached in the email



WATER USE ENFORCEMENT: APPLICATION FOR WAIVER OF VIOLATION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the violation that you were cited for (Please note applicants must submit one form for each enforcement action that they were cited for).
3. Section 3 – Description of the violation, reason why it happened, justification for why you should be granted a waiver from this enforcement action, and your proposed mitigation.
4. Section 4 – Person applying must sign and date. If penalties and/or cost have been assessed, the application must be accompanied by a check in the full amount specified in the enforcement action. If the waiver is granted, the amount of the penalty will be returned to the applicant.
5. Include photos if applicable or appropriate.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email:
Gallagher@dsrsd.com

Fax:
 925-462-0658

Mail: 7399 Johnson Drive
 Pleasanton, CA 94588

Office:
 925-875-2345

CUSTOMER INFORMATION – SECTION 1

Name: _____

Address: _____ City: _____

Account Number: _____ Zip Code: _____

Phone Number: _____

Email address: _____

VIOLATION(S) THE APPLICANT WAS CITED FOR – SECTION 2

- | | |
|--|---|
| <input type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Other (Please describe): _____ | |

DESCRIPTION, REASON, JUSTIFICATION, & MITIGATION PROPOSED – SECTION 3

Description of the violation that is the subject of request: _____

Reason(s) why this violation occurred: _____

Justification for requesting a waiver: _____

Specific actions you propose to mitigate or eliminate the cause of the violation: _____

ACCOUNT OWNER – SECTION 4

The exclusive procedure for consideration of written applications for waivers of the violations of Water Use Limitations to avoid the enforcement actions described herein will be as follows:

- (a) A customer may submit a written application for a Waiver of Violation related to water use to the District's Drought Coordinator. The application must be on the District's form and must include the customer name, account number(s), a description of the water use for which the customer was cited, a description of the reason(s) why a Waiver of Violation is requested, and justification for the Waiver of Violation. If penalties and/or costs have been assessed, the application must be accompanied by a deposit in an amount specified in the enforcement action;
- (b) The District Drought Coordinator will consider each application for a Waiver of Violation based on the customer's reason(s) for violating a Water Use Limitation and the justification as presented. The Drought Coordinator may grant a one-time waiver of a particular violation if the customer's justification is deemed to be reasonable, and if the customer has mitigated or agrees to immediately mitigate the cause of the violation. If a Waiver of Violation is granted, the deposit furnished by the customer shall be refunded;
- (c) A customer may appeal a denial of an application for a Waiver of Violation within ten (10) calendar days by submitting a written appeal to the Board of Directors on the District's form and specify the reasons why the customer disagrees with the Drought Coordinator's denial;
- (d) If a Waiver of Violation for a specific type of violation has been previously granted, a further waiver of the same type of violation is not permitted.

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant: _____

Date: _____

OFFICE USE ONLY

Date Received: _____

Received by: _____

Approved: _____

Denied: _____

Effective Date: _____

Expiration Date: _____

Reason for approval/denial

From: [Dan Gallagher](#)
To: [Steven Delight](#); [Mona Lisa Ballesteros](#)
Subject: Valley Christian Center: application for an exemption
Date: Tuesday, June 24, 2014 4:35:13 PM
Attachments: [20140624102217882.pdf](#)

Mona,

Please call Valley Christian and ask them to also file a request for a waiver since they have been served with a warning. Please explain that we need for them to request a waiver since they have been served with a warning letter, but explain that they do not need to repeat all of the details that they already wrote on the attached application for an exemption. Instead they can merely reference the application for an exemption that they submitted. Then please log the attached information along with the request for a waiver that they send to us under "waivers".

Dan Gallagher
Operations Manager
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588
(925) 875-2345 Office
(925) 570-8759 Cell
(925) 462-0658 Fax

Following two pages were attached in the email

FAX - 2 0225

ATTN DAN GALLAGHER



Water, wastewater, recycled water

WATER USE LIMITATIONS APPLICATION FOR EXEMPTION

Please do the following:

1. Section 1 – Fill in your information.
2. Section 2 – Check the box which applies to the exemption you are seeking approval for. (Please note applicants must submit one form per exemption request.)
3. Section 3 – Description, reason, justification & actions proposed for water curtailment.
4. Section 4 – Person applying must sign and date.
5. Include photos if possible.
6. Submit to DSRSD Drought Coordinator – Dan Gallagher

Email: _____

Fax: 925-462-0658

Mail: 7399 Johnson Drive
Pleasanton, CA 94588Office:
925-875-2345

CUSTOMER INFORMATION – SECTION 1

Name: Valley Christian Center

Address: _____

City: Dublin, Ca

Account Number: _____

Zip Code: 94568

Phone Number: _____

Jerry Buttrington

Email address: _____

EXEMPTION APPLYING FOR – SECTION 2

- | | |
|--|---|
| <input checked="" type="checkbox"/> Landscape Irrigation Limitations | <input type="checkbox"/> Soil Compaction and/or Dust Control |
| <input type="checkbox"/> Cleaning Exterior of Buildings or Homes | <input type="checkbox"/> Hosing Down/Pressure Washing Impervious Surfaces |
| <input type="checkbox"/> Filling of New Swimming Pools or Spas | <input type="checkbox"/> Refilling of Existing Swimming Pools or Spas |
| <input type="checkbox"/> Escape of Potable Water from Pipe Breaks or Leaks | <input type="checkbox"/> Storm Drain Cleaning and/or Maintenance of |
| <input type="checkbox"/> Vehicle Washing | <input type="checkbox"/> Street Sweeping |
| <input type="checkbox"/> Other (Please describe): _____ | |

DESCRIPTION, REASON, JUSTIFICATION & ACTIONS PROPOSED – SECTION 3

Description of limitation that is the subject of request: Notice of Limitation Violation Warning

Reason(s) for requesting an exemption: We just added 25,000 sq ft of Landscaping
As per approved plans by Dublin. We are very water
conservative in all of our 50 Acre facility - We only have
1 Irrigation and over 100 valves - We have to use all days
and all hours to accomplish our basic needs. We have
always saved water and have many water saving devices
on our campus -

Justification for requesting an exemption:

We use our green lawns for recreation for the children. If we go dry it kills our grass and we can't recover - I keep it on the edge of dying but I need to keep it alive -

Playgrounds - Ball fields etc -

Specific actions proposed to achieve equivalent level of water curtailment:

If you consider the new area we added, you will see I am still being VERY conservative -

ACCOUNT OWNER - SECTION 4

I agree -

I have read, understand, and agree to the terms and conditions of this application.

Signature of applicant

Valley Christian Elementary
6/23/14

OFFICE USE ONLY

Date Received: _____ Received by: _____ In good standing: _____

Approved: _____ Effective Date: _____ Expiration Date: _____ Denied: _____

Reason for approval/ denial: _____



7051 Dublin Boulevard
Dublin, CA 94568-3018

phone (925) 828-8524
customerservice@dsrsd.com
www.dsrsd.com

NOTICE OF WATER USE LIMITATION VIOLATION

VALLEY CHRISTIAN CENTER

DUBLIN, CA 94568

June 17, 2014

Account Number (s): 1-002

On May 5, 2014, the Dublin San Ramon Services District Board of Directors adopted Stage 3 Water Shortage rates, water use limitations, enforcements and penalties. Details and specific actions related to the drought are available at www.dsrsd.com, click on **Drought Watch**. Details on Stage 3 Water Shortage rates can be found on the **Water Rates** web page under the **Your Account** menu.

The account noted above is in violation of the following water use limitation(s):

- ☐ Exceeded 640 gallons of water per day over the course of a week, equal to 6 billing units (4,480 gallons) per week
- ☒ Irrigating yard more than twice a week in June-September
- ☐ Irrigating from 9:00 a.m. to 6:00 p.m. Irrigation is permitted only between the hours of 6 pm and 9 am.
- ☐ Irrigating within three days of rain
- ☐ Irrigating resulted in runoff, ponding, flooding, or marshy conditions
- ☐ Continued use of potable water for non-potable purposes where recycled water is available.
- ☐ Washing vehicle, boat, trailer, driveway, sidewalk, walkway, patio, parking lot, tennis court, exterior of building/home or other impervious surface
- ☐ Filling or refilling new swimming pool/spa
- ☐ Other _____

The following enforcement action has been charged to your account:

- | | |
|--|---|
| <input checked="" type="checkbox"/> 1st Violation (Formal warning) | <input type="checkbox"/> 4th Violation (Additional \$1,000 penalty) |
| <input type="checkbox"/> 2nd Violation (\$250 penalty) | <input type="checkbox"/> 5th Violation (Reduction in water delivered via flow restrictor or disconnection of water service) |
| <input type="checkbox"/> 3rd Violation (Additional \$500 penalty) | |

These accounts will be reviewed again within the next 10 days. Repeated violation will result in fines (first fine = \$250 per account) and possible water restriction or disconnection. Penalties will be assessed on the next bill. Applications for exemptions to a prohibited or limited water use are available on the District's Drought Watch webpage listed above.

To help you monitor your personal water use patterns and history, the District has a new customer portal called AquaHawk Alerting. You can access AquaHawk at <https://dsrsd.aquahawk.us/>. You will need your account number to register.