



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, September 2, 2014

AGENDA

(NEXT RESOLUTION NO. 57-14)

(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		
B. Agenda Management (consider order of items)		
C. <u>Committee Reports</u>		
Finance	August 19, 2014	
Personnel	August 19, 2014	
Tri-Valley Water Agency Liaison	August 27, 2014	
7. <u>APPROVAL OF MINUTES</u> - Regular Meeting of <i>August 19, 2014</i>	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.	Adopt and Implement Labor Compliance Program for Projects Financed by Proposition 84 Grant Funding	Engineering Services Manager	Approve by Resolution	
B.	Trustworthy Electronic Content Management System (CIP 15-A006): Approve Master Agreement and Authorize Task Order No. 1 for Professional Consulting Services with Electronic Image Designers, Inc.	General Manager	Approve by Resolution & by Motion	
C.	Approve Amendment No. 3 to Personal Services Agreement between Rhodora N. Biagtan and Dublin San Ramon Services District, Amendment No. 4 to Personal Services Agreement between John J. Archer and Dublin San Ramon Services District, and Amendment No. 4 to Personal Services Agreement between Michelle L. Gallardo and Dublin San Ramon Services District	General Manager	Approve by Resolutions (3)	
D.	Approve Casting District Vote in the California Urban Water Conservation Council (CUWCC) 2014 Election for MOU Revision Ballot September 2014	General Manager	Approve by Motion	
E.	Upcoming Board Calendar	General Manager	Accept by Motion	
F.	Report of Checks and Electronic Disbursements Made	Treasurer	Accept by Motion	
9.	<u>BOARD BUSINESS</u>			
A.	Discuss Drought Management Program	General Manager	Provide Direction	5 min
B.	Accept Water Supply and Demand and Drought Response Action Plan Status Reports and Find that the Need for the Community Drought Emergency Still Exists	General Manager	Accept by Motion	10 min
C.	Consider Appeal by Gregory Meyer of Staff Denial of an Exemption to Water Use Limitations	Operations Manager	Approve by Motion	10 min

10. BOARDMEMBER ITEMS

- Submittal of Written Reports from Travel and Training Attended by Directors

11. CLOSED SESSION

- A. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6 5 min
Agency Negotiator: Bert Michalczyk, General Manager
Unrepresented Employees: 1. Interim Engineering Services Manager
2. Interim Financial Services Manager
3. Interim Organizational Services Manager
Additional attendees: General Counsel Carl P. A. Nelson
Michelle Gallardo, Interim Organizational Services Manager

12. REPORT FROM CLOSED SESSION

13. ADJOURNMENT

BOARD CALENDAR*

<u>Committee & Board Meetings</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Finance	September 8, 2014	8:30 a.m.	District Office
External Affairs	September 9, 2014	5:30 p.m.	District Office
Personnel	September 9, 2014	5:45 p.m.	District Office
Wastewater	September 10, 2014	8:30 a.m.	District Office
Regular Board Meeting	September 16, 2014	6:00 p.m.	District Office

*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

All materials made available or distributed in open session at Board or Board Committee meetings are public information and are available for inspection at the front desk of the District Office at 7051 Dublin Blvd., Dublin, during business hours, or by calling the District Secretary at (925) 828-0515. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

**DUBLIN SAN RAMON SERVICES DISTRICT
MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS**

August 19, 2014

A regular meeting of the Board of Directors was called to order at 6:00 p.m. by President Georgean M. Vonheeder-Leopold. Boardmembers present: President Georgean M. Vonheeder-Leopold, Vice President Edward R. Duarte, Director D.L. (Pat) Howard, Director Richard M. Halket, and Director Dawn L. Benson. District staff present: Bert Michalczyk, General Manager; Rhodora Biagtan, Interim Engineering Services Manager; John Archer, Interim Financial Services Manager/Treasurer; Dan Gallagher, Operations Manager; Michelle Gallardo, Interim Organizational Services Manager; Carl P.A. Nelson, General Counsel; and Nancy Gamble Hatfield, District Secretary.

1. CALL TO ORDER

President Vonheeder-Leopold announced that immediately before this meeting of the Board of Directors of Dublin San Ramon Services District, Directors Benson and V.P. Duarte attended a Personnel Committee meeting, and Director Halket and President Vonheeder-Leopold attended a Finance Committee meeting. Pursuant to Government Code section 54952.3 and as further specified in DSRSD Policy P100-14-2, Day of Service, no Director will receive additional compensation or stipend for participating in more than one meeting on this date.

2. PLEDGE TO THE FLAG

3. ROLL CALL - Members: Benson, Duarte, Halket, Howard, Vonheeder-Leopold

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

Information Services Supervisor Bob Treppa introduced new employee, Aomar Bahloul, Information Technology Analyst II. He previously worked at the California State Bar Association as a Senior Systems and Network Engineer.

Aomar thanked the Board for the opportunity to be at the District.

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:03 p.m.

6. REPORTS

A. Reports by General Manager and Staff

- Event Calendar – General Manager Michalczyk reported on the following:
 - Former District Director Tom McCormick passed away last Friday, August 15, 2014. His memorial service will be held Thursday, August 28, 2014 at 10 a.m. at St. Raymond Catholic Church in Dublin. Tom was the third

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longest serving Director after former Directors Jeff Hansen and Richard Fahey.

- Correspondence to and from the Board on an Item not on the Agenda

Date	Format	From	To	Subject
8/14/14	Letter	Andy Katz/ President EBMUD	Honorable Georgean Vonheeder- Leopold – President/DSRSD Board of Directors	Drought & EBMUD declaring drought emergency

- B. Agenda Management (consider order of items) – No changes were made

General Manager Michalczyk reported that staff has received requests to postpone Board Business Items 9.B & 9.C and that the Board can consider to do so as each item comes up in turn on the agenda.

- C. Committee Reports - None

7. APPROVAL OF MINUTES – Regular Meeting of *August 5, 2014*

Director Benson MOVED for the approval of the August 5, 2014 minutes. V.P. Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

8. CONSENT CALENDAR

Director Howard MOVED for approval of the items on the Consent Calendar. V.P. Duarte SECONDED the MOTION.

President Vonheeder-Leopold noted that on page 2 of Agenda Item 8.D – Amendment No. 8 to District General Counsel agreement there were some missing numbers.

General Counsel noted that the version on the internet was correct, but in photocopying a few numbers were omitted. The hourly rate for Robert B. Maddow should be \$250 and the hourly rate for the Paralegal should be \$125.

Director Howard amended his MOTION to accept the two hourly rate corrections noted to the Eighth Amendment to Agreement for General Counsel Services with Bold, Polisner, Maddow, Nelson & Judson. V.P. Duarte SECONDED the amended MOTION, which CARRIED with FIVE AYES.

- A. Approve a Transfer of \$750,000 from the Water Expansion Fund to the Water Rate Stabilization Fund – Approved – Resolution No. 45-14
- B. Adopt Revised Risk Management for District Agreements with Contractors and Consultants Policy and Rescind Resolution No. 16-10 – Approved – Resolution No. 46-14

- 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 – Approved - Resolution No. 47-14, Resolution No. 48-14, Resolution No. 49-14, Resolution No. 50-14, Resolution No. 51-14, Resolution No. 52-14, Resolution No. 53-14 and Rescind Resolution No. 19-06, Rescind Resolution No. 55-03, Rescind Resolution No. 20-10, Rescind Resolution No. 39-06, Rescind Resolution No. 63-08, and Rescind Resolution No. 71-11
- D. Approve Amendment No. 8 to Agreement of February 8, 2002 with Bold, Polisner, Maddow, Nelson & Judson - District General Counsel – Approved – Resolution No. 54-14
- 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) – Approved – Resolution No. 55-14
- 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 – Approved – Resolution No. 56-14
- G. Upcoming Board Calendar – Approved

9. BOARD BUSINESS

- A. Discuss Drought Management Program

General Manager Michalczyk reported that the community response to the drought emergency is still very good and customers are continuing to use about 30-35% less water than in 2013. The community effort is creeping up on the Governor's 20% reduction goal and Zone 7's 25% reduction goal. Every week that goes by is one less week of hot weather and potential problems. He remains optimistic. The Board did not direct staff to develop and changes to the program.

- B. Consider Appeal by Benjamin and Peggy Hearne of Staff Denial of an Exemption to Water Use Limitations

President Vonheeder-Leopold announced that Benjamin and Peggy Hearne requested a postponement of this agenda item until September 2, 2014. Hearing no objections from Directors, the item was postponed until the next Board meeting.

- C. Consider Appeal by Gregory Meyer of Staff Denial of an Exemption to Water Use Limitations

President Vonheeder-Leopold announced that Gregory Meyer requested a postponement of this agenda item until September 2, 2014. Hearing no objections from Directors, the item was postponed until the next Board meeting.

- D. 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

Operations Manager Gallagher addressed the Board and reported this agenda item is a request for an exemption from Valley Christian Center (VCC). Mr. Gallagher explained that the agenda materials also include an application for a waiver of a violation from VCC. VCC applied for an exemption after they had already received warning letters in June, 2014. At that time warning letters were considered violations. Staff asked VCC to submit a waiver form so the enforcement action could be resolved simultaneously with their exemption request. Since that time, the Board adopted a subsequent ordinance clarifying that warnings are not violations. As a result, VCC no longer needs a waiver for the warning letters they received, but they still have an outstanding request for an exemption to be allowed to water their grounds more than two days per week.

Mr. Gallagher further explained that in June, VCC received a warning for one of their accounts for operating their irrigation system more than two days per week, with some of that watering occurring during the prohibited hours of 9 a.m. to 6 p.m. On the other account, VCC received a warning for watering more than two days per week. VCC has two different meters for irrigation: a 1-inch meter for trees along Inspiration Drive and one athletic field, and a 2-inch meter that irrigates everything else. The 2-inch meter is also used for watering some new landscaping that was planted this summer. All of the new plantings are on drip irrigation, which is not restricted under the District's ordinance. However, VCC continues to use sprinklers to water turf grass around the campus. VCC has told District staff they cannot find a way to irrigate their grass within two days while still staying within the District's restricted hours. VCC has 103 zone valves with four clocks. Mr. Gallagher then invited Mr. Jerry Buffington, Landscape Supervisor, from Valley Christian Center to offer his comments.

Speaker: Mr. Jerry Buffington, VCC Representative – Mr. Buffington addressed the Board and stated they just have a mathematical problem at VCC because they cannot get all of their 100 valves watered in 30 hours per week (two days per week from 6 p.m. to 9 a.m.). They use rotor heads with low water nozzles that have to run approximately 30 minutes each to get the area watered. He explained that there are not enough hours in two days per week to accomplish watering the 50-acre site with two meters and the number of valves that they have. Mr. Buffington stated that VCC respects the District's two day per week irrigation restriction; however, they have this problem. They are hoping to be allowed to

water their site four days per week. He noted that their 2-inch meter waters nearly their entire site. Mr. Buffington referred the Board to photos contained in the agenda packet materials. He said that their water use as compared to last year has decreased, and some of the play areas are just dead. Valley Christian Center conducted a water audit with Zone 7 some time ago, and as a result changed a lot of sprinkler heads to improve water use. They have 10 clocks with 103 valves. He noted how brown the softball field is where the girls play. When a clump of this grass dies on that field, it makes a hole thereby causing a hazard, which is different than a Bermuda lawn.

Director Benson asked Mr. Buffington if they have considered trucking in and using recycled water on their campus. Mr. Buffington responded they have not, and it is not feasible due to fields at different elevations and technical challenges; however, he stated if there was a pipe with recycled water to their location they would use it.

Director Howard commented that VCC is watering their site 44 hours two times per week, or 88 hours total per week. He told Mr. Buffington that using water for that many hours per week amounts to a lot of water. Director Howard suggested VCC look around at the condition of local parks and their lawns, and if need be, shut off the VCC irrigation, especially if their lawns are already dead. He noted that Mr. Buffington said the elementary fields are already dead.

Mr. Buffington told the Board he is already omitting many stations and letting landscape wither. His goal is to keep the lawns green and the fields alive. He invited Directors to visit the site for a tour. He said he would like to water only two days per week, but he cannot accomplish what is needed. In past years, they ran the irrigation seven days per week.

V.P Duarte mentioned that he understood brown playing fields are not ideal. He asked Mr. Buffington if VCC could do even more with their water cutbacks. He urged for even more of a compromise to a barely tolerable level, just like what others are doing with regard to landscape irrigation.

President Vonheeder-Leopold wanted to know if each valve could operate satisfactorily for just 20 minutes and if that would that work out mathematically.

Mr. Buffington told President Vonheeder-Leopold that the rotor heads are slow with very fine nozzles that mist the top surface of the grass. In a normal environment they run for 45 minutes to an hour, and now they are at half or less the normal run time.

Director Benson asked if Mr. Buffington had talked to any irrigation specialists about changing their irrigation configuration to modify the system.

Mr. Buffington recounted that as a result of the Zone 7 water audit that was done about two years ago, they implemented all of the recommendations and changed

out hundreds of spray heads to the MP rotors to get away from spray heads, and they reconfigured their 20-year old system to the extent they could. He noted that VCC has plans to build a stadium and change out their grass athletic fields to artificial turf in the next three to five years.

Director Halket asked Mr. Gallagher if VCC would be in compliance with the water use limitations if they watered only two days per week, and if there is any other criterion that restricts VCC's irrigation use.

Mr. Gallagher said that Ordinance No. 333 limits irrigation to two days a week and only between 6 p.m. and 9 a.m. He said that the ordinance also restricts irrigation to an application schedule not greater than approximately 50% of the evapotranspiration rate needed for the customer's landscaping.

Director Benson asked Mr. Buffington if they have any water leaks.

Mr. Buffington assured Director Benson that they do not have any water leaks because these would show up on reports.

President Vonheeder-Leopold asked the Board what they wanted to do.

Director Howard MOVED to deny the request for an exemption for Valley Christian Center. The MOTION DIED for lack of a Second.

President Vonheeder-Leopold reviewed the actions VCC has taken to improve their water situation and the challenges that remain. They had a water audit, they changed their sprinkler heads, they only have two irrigation meters, their water pressure is part of the problem and there are not enough hours in the day to reduce their watering cycle down to two days per week.

Director Halket commented that he is concerned about the situation at VCC. On the 1-inch meter they are down 27% in water use from a year ago. There is also a similar pattern for their 2-inch meter. However, District customers have been asked to reduce outside irrigation by 40% to 50%, and all customers have to sacrifice some.

Mr. Buffington stated that one of their playing fields is almost 100% gone, as well as other areas. He said he is more than willing to go back to VCC and find more ways to modify the system that he has, but the big problem is that he cannot figure out a way to water the site in only two days per week.

Directors discussed with Mr. Buffington other ways to reduce water use and number of days to water their site without being in violation of the ordinance.

President Vonheeder-Leopold asked General Counsel Nelson what would happen if the Board took no action.

Mr. Nelson advised that the appeal would be denied and then the accounts would be subject to enforcement.

President Vonheeder-Leopold MOVED to grant an exemption to Valley Christian Center and allow for four days of watering per week, further stipulating that no area (zone) be watered more than twice per week, and that the watering time for each zone be cut to 20 minutes per zone. V.P. Duarte SECONDED the MOTION. The following discussion ensued.

Director Benson proposed that VCC water for less time than 20 minutes.

Director Halket asked Director Benson if she was making a substitute motion.

Director Benson stated that she was not, and that she was only exploring other possible ideas.

General Manager Michalczyk stated that VCC has two irrigation meters. He asked President Vonheeder-Leopold if her motion for an exemption referred to each meter being operable four days per week.

Mr. Buffington stated he would just like permission to operate their system in a four day window. He would run each zone only two days per week, but he needs four days to do the cycle. He stated that Aquahawk will display when the 1-inch meter is operating, and when the 2-inch meter is operating.

Director Howard asked if the 1-inch and the 2-inch meters are both run four days per week.

Mr. Buffington stated that he only operates the 1-inch meter two days per week now, so he could accept not having an exemption for that meter. However, he said that he needs to run the 2-inch meter more than two days per week.

Director Howard clarified with Mr. Buffington that currently his 1-inch meter is run only two days per week, and he is asking that the 2-inch meter be allowed to run four days per week.

Mr. Buffington acknowledged this as correct.

Mr. Michalczyk advised the Board that it would be best to separate the 1-inch and the 2-inch meters in their actions. The Board should decide whether to grant an exemption for the 1-inch meter, and then the Board should decide whether to grant an exemption for the 2-inch meter.

Director Howard made a SUBSTITUTE MOTION to deny Valley Christian Center's request for an exemption for the 1-inch meter. Director Halket SECONDED the MOTION.

The MOTION CARRIED with FIVE AYES.

President Vonheeder-Leopold MOVED that Valley Christian Center be granted an exemption from water use limitations for the 2-inch meter to irrigate four days per week, on the condition that no zone or valve would water more than two days per week, and that VCC would reduce their run time for each zone station from 30 minutes to 20 minutes, and that they must do all of their watering between 6 p.m. and 9 a.m. V.P. Duarte SECONDED the MOTION.

The MOTION FAILED due to only two Affirmative Votes (Vonheeder-Leopold and Duarte).

Director Benson MOVED that Valley Christian Center be granted an exemption from water use limitations for the 2-inch meter to irrigate three days per week, on the condition that no zone or valve would water more than two days per week, and that VCC would reduce their run time for each zone from 30 minutes to 15 minutes, and that they must do all of their watering between 6 p.m. and 9 a.m. Director Howard SECONDED the MOTION.

The MOTION CARRIED with FOUR AYES, ONE NAY (Vonheeder-Leopold).

10. BOARDMEMBER ITEMS

Director Howard commented that his wife recently met with Dublin Vice Mayor Don Biddle who says the city is still very interested in getting grants for recycled water for the west side of Dublin.

V.P. Duarte reported he was absent at the last Board meeting due to a family emergency so he was unable to present his report on the Contra Costa Special District Association meeting that he attended along with President Vonheeder-Leopold on July 21, 2014. He thanked President Vonheeder-Leopold for her consideration in extending the deadline for him to do so given the circumstances and stated that he has now submitted his written report.

Director Benson requested that the Board meeting be adjourned in honor of former Director Tom McCormick. She mentioned how special he was to her and how supportive he and his wife Claudia have been to her. Director Benson also commented that on the same day Director McCormick passed away, she also lost one of her best friends to breast cancer, Candace Rice Durr.

Director Benson noted that EBMUD declared a water shortage on August 12, 2014. She thanked staff for continuing to keep DSRSD so positive in the press. She mentioned how impressed KTVU reporter John Fowler is with the District's Aquahawk portal.

Director Halket commented that he will miss former District Director Tom McCormick very much.

President Vonheeder-Leopold reported that she attended the Tri-Valley Visitors Convention, now known as Visit Tri-Valley. She discussed some of the information she learned. She stated the area is becoming more of a destination. She reported on the August 12, 2014 ACSDA Executive Committee meeting she attended at the Castro Valley Sanitary District. She submitted her report for that meeting.

11. CLOSED SESSION

At 7:02 p.m. the Board went into Closed Session.

A. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6

Agency Negotiator: Bert Michalczyk, General Manager

Unrepresented Employees: 1. Interim Engineering Services Manager

2. Operations Manager

3. Interim Financial Services Manager

4. Interim Organizational Services Manager

Additional attendees: General Counsel Carl P. A. Nelson

Michelle Gallardo, Interim Organizational Services
Manager

Bruce Lawson, Fox Lawson & Associates

12. REPORT FROM CLOSED SESSION

At 7:22 p.m. the Board came out of Closed Session. President Vonheeder-Leopold announced that there was no reportable action.

13. ADJOURNMENT

At 7:33 p.m. President Vonheeder-Leopold adjourned the meeting in honor of former District Director G.T. (“Tom”) McCormick who passed away on August 15, 2014. Tom was a 17-year Boardmember of Dublin San Ramon Services District. He was passionate about serving his community and very involved in the history of the area. He served as an administrator for Alameda County and became the Executor and Estate Administrator for Alameda County for several years. President Vonheeder-Leopold wished Tom McCormick Godspeed.

Submitted by,

Nancy Gamble Hatfield
District Secretary



Reference Engineering Services Manager	Type of Action Adopt Labor Compliance Program	Board Meeting of September 2, 2014
Subject Adopt and Implement Labor Compliance Program for Projects Financed by Proposition 84 Grant Funding		
<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	R. Biagtan	<input type="checkbox"/> Board Member

Recommendation:

The Engineering Services Manager recommends the Board, by Resolution, adopt and implement a Labor Compliance Program for District projects funded by Proposition 84 Grant.

Summary:

Per California Labor Code Section 1771.8(a), any awarding body that chooses to use Proposition 84 funds for a public works project must establish and enforce a Labor Compliance Program ("LCP") containing the requirements outlined in Section 1771.5 of the Labor Code, and submit the LCP to the State Department of Industrial Relations for approval. LCPs enforce prevailing wage laws on behalf of public agencies that award public works contracts and serve as an alternative to the traditional enforcement role of the Division of Labor Standards Enforcement. LCPs are required, among other things, to inform contractors about their prevailing wage obligations, monitor compliance by obtaining and reviewing certified payroll reports, investigate complaints and other suspected violations, and take appropriate enforcement action when violations are found. To fulfill this requirement, the District will engage an independent firm to prepare and administer the LCP over the duration of any new construction project that receives Proposition 84 funding, thereby fulfilling all requirements of the Proposition 84 and California Labor Code.

The District's Central Dublin Recycled Water Distribution and Retrofit Project (CIP 620C620) was awarded \$1.13 million in Proposition 84 Round 1 Implementation Grant in August 2011. An LCP specific for this project was implemented and the cost was \$10,400. The project is complete and the District received the grant funds.

Plans for future District recycled water projects, including the Stage 2 expansion of the recycled water treatment facilities and the expansion of recycled water distribution systems to western Dublin and the Federal and County facilities are being proposed for inclusion in the Proposition 84 Round 3 Implementation Grant. Phases of the recycled water distribution system expansion are also being proposed for inclusion in the expedited 2014 Drought Grant Solicitation funded by Proposition 84.

The anticipated cost for the LCP is approximately five percent of the project construction cost. Staff recommends that the Board adopt the Labor Compliance Program so that the District remains in compliance with its Proposition 84 Round 1 Implementation Grant funds of \$1.13 million and for the District to qualify for future grant funds for its future recycled water projects.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR R. Biagtan	DEPARTMENT Engineering	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 approximately 0.5% of project construction cost	<input type="checkbox"/> Funding Source A. WaterExpansion (Fund 620) B. Water Replacement (Fund 610)		Attachments to S&R 1. 2. 3.			

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING AND IMPLEMENTING LABOR COMPLIANCE PROVISIONS ON CERTAIN PUBLIC WORKS CONTRACTS FINANCED BY PROPOSITION 84 GRANT FUNDING

WHEREAS, California Labor Code Section 1770, et seq., requires contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research; and

WHEREAS, California Labor Code Section 1776 requires contractors to keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request; and

WHEREAS, California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects; and

WHEREAS, the provisions of the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84) require the establishment of a Labor Compliance Program (LCP) to monitor the prevailing wage and apprenticeship requirements on any project using Proposition 84 funding; and

WHEREAS, Dublin San Ramon Services District has applied for Proposition 84 funding.

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:

The Labor Compliance Program attached hereto and incorporated herein as Exhibit "A" is hereby adopted and District staff is authorized to proceed with obtaining approval of said Program from the Department of Industrial Relations.

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 2nd day of September 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgan M. Vonheeder-Leopold, President

ATTEST: _____
Nancy G. Hatfield, District Secretary

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**LABOR COMPLIANCE PROGRAM IMPLEMENTED BY
CONTRACTOR COMPLIANCE AND MONITORING, INC.
ON BEHALF OF THE DUBLIN SAN RAMON SERVICES DISTRICT**

INTRODUCTION

CONTRACTOR COMPLIANCE AND MONITORING, INC. (hereinafter referenced collectively as the “CCMI”) implements this Labor Compliance Program on behalf of the above named Public Agency for the purpose of complying with Labor Code Section 1771.3 and/or 1771.5. CCMI was previously approved by the DIR as a Third Party LCP from March 2003 through 2011. This Administrative Manual is a summary of the services we provide and the implementation of the LCP we perform as part of the Agency’s continuing commitment to the requirements of LCP laws and regulations. CCMI will continue to update its program as the laws and regulations relating to Labor Compliance Programs are changed and updated.

California Labor Code Section 1770, et seq., requires contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

California Labor Code Section 1776 requires contractors to keep accurate payroll records of tradeworkers on all public works projects and to submit copies of certified payroll records upon request.

California Labor Code Section 1777.5 requires contractors to employ registered apprentices on public works projects.

This labor compliance program contains the labor compliance standards required by State for project subject to the requirements of Proposition 84 which include, but are not limited, the following:

1. Payment of applicable general prevailing wage rates.
2. Employment of properly registered apprentices.
3. Providing certified payroll records upon request but not less than monthly.
4. Monitoring Agency construction sites for the verification of proper payments of prevailing wage rates and work classification.
5. Conducting pre-job conferences with contractors/subcontractors.
6. Withholding contract payments and imposing penalties for noncompliance.
7. Applicable reports to the California Labor Commissioner
8. Preparation and submittal of an Annual Report to the Department of Industrial Relations.

CCMI is committed to providing a current, complete and accurate LCP program for all applicable projects. As such, CCMI has adopted and will update this administrative manual and LCP documents each time the Labor Code is amended and /or the DIR issues new regulations relating to LCPs. CCMI will also continue see that its staff receives updated training when the Labor Code and DIR regulations relating to LCP change.

SECTION I.

PUBLIC WORKS SUBJECT TO PREVAILING WAGE LAWS

State prevailing wage rates as set forth in Labor Code Sections 1720, 1720.2, 1720.3, and 1771, have been made applicable to construction contracts funded with public funds and include, but are not limited to, such types of work as construction, alteration, demolition, repair, or maintenance work. The Division of Labor Statistics and Research (DLSR) predetermines the appropriate prevailing wage rates for particular construction trades and crafts by county.

A. Types of Contracts to Which Prevailing Wage Requirements Apply

As provided in Proposition 84 and/or Labor Code Section 1771.5, an Awarding Body shall implement a Labor Compliance Program (LCP) that includes the following steps. CCMI will perform or assist in the performance of these items:

1. Provide LCP compliance under the requirements of the California Labor Code.
2. Submit appropriate Application and forms to DIR for approval of LCP compliance on Proposition 84 projects.
3. Review specifications and bid and contract documents (as requested) for compliance with prevailing wage language.
4. Conduct a Preconstruction Conference meeting and provide training and information on LCP requirements including providing handout materials (checklist) for all contractors and subcontractors.
5. Provide a phone line and e-mail contact where contractors and subcontractors can contact CCMI for clarification on prevailing wage, certified payrolls, apprenticeship and compliance issues.
6. License check and confirmation with California Contractor's State License Board of current and active license status, as well as worker's compensation coverage of all contractors and all listed subcontractors.
7. Review and comparison of work classification with California prevailing wage classification to ensure the contractor is paying the correct prevailing wage rate.

8. Monitoring of all Apprenticeship Requirements. Collection and review of all DAS-140 and DAS-142 forms. Review of applicable apprenticeship ratios employed, correct wages paid, training contributions (CAC2 forms).
9. Monthly audit of certified payrolls forms. This includes obtaining the applicable prevailing wage determinations for each project. Certified Payrolls are generally delivered by the Contractor to CCMI for review and audit. Auditing the payrolls includes: checking proper trade classifications, checking for overtime, weekend, holiday or shift work, checking for ** increases, reviewing fringe benefit contribution and verifying that amortization is correct (when used) and review of training contributions made. When appropriate, travel and subsistence is also reviewed
10. Monthly jobsite audits and random interviews of workers (to determine veracity of certified payroll information, compliance with anti-kickback, equal employment opportunity requirements, jobsite posting requirements, etc.).
11. Verification of posting on the projects on a regular basis.
12. Monthly request for verification of payment by requesting each contractor and subcontractor on the project provide proof of payment (cancelled check and wage statement or direct deposit and wage statement) for an employee selected (by CCMI) on a random basis from the certified payrolls.
13. Additional detailed audit and/or investigations of contractors through review of cancelled checks, time cards, and related records (as needed).
14. Monthly report to the Agency by CCMI regarding compliance of contractors and subcontractors audited. To the extent that a contractor is either not in compliance and/or additional paperwork is needed for review, the Agency and the general contractor are contacted by CCMI.
15. Communication of potential violations to the Agency with recommended action. In the event that potential paperwork or compliance issues with a contractor cannot be resolved quickly, the Agency will be notified of this potential problem and a recommendation will be made to the Agency to retain a certain portion of the scheduled progress payment until the issue is resolved. The Awarding Body shall always maintain the authority whether or not to withhold funds or take other corrective action.
16. Communications with Contractors. CCMI will work with all contractors and subcontractors with the goal of amicable agreement on resolving issues related to violations, penalties and compliance. All meeting and calls with contractors will be documented in the project folder maintained by CCMI.
17. Third Party Requests for documents. A project with a high profile oftentimes draws the attention of certain local watchdog groups who frequently request copies of certified payrolls and related "Public Documents". CCMI will provide the appropriate

redacted copies of certified payroll and related LCP documentation to any third party who makes an appropriate request.

18. Issuing of all final close of project reports, including imposition of penalties and reports to Labor Commissioner (Request for Forfeiture); issuing Notices to Withhold and other close out documentation with the approval of the Awarding Body.
19. Provide Annual Report to DIR for all LCP projects on which CCMI provided LCP services.

SECTION II.

COMPETITIVE BIDDING ON PUBLIC WORKS CONTRACTS – CONTRACT LANGUAGE

CCMI will provide the following information to Awarding Agencies with whom it has been contracted. All Public Agency bid advertisements (or bid invitations) and public works contracts requiring LCP compliance shall contain appropriate language concerning the requirements of the Public Works chapter of the Labor Code similar to the sample language listed below:

This project is subject to the requirements of Section 1770 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wage information for this project is available at the Agency's main office or may be obtained via the internet at: www.dir.ca.gov.

This project is subject to the requirements of a Labor Compliance Program as required by the California Labor Code. This requires full compliance by all contractors and subcontractors on the project in accordance with the provisions of Labor Code Section 1720 et. seq. The Agency is required by law to review and audit the work performed on this project to ensure that proper prevailing wages and all apprenticeship requirements are met. Specifically, contractors are reminded the need for compliance with Labor Code Section 1774 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls), Section 1777.5 in the employment of apprentices on public works projects and Section 1811-1813 regarding the payment of overtime on public works projects.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the Agency or its designee, along with its request for payment, all applicable and necessary certified payrolls for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandated Labor Compliance Program, as well as any additional documentation requested by the Agency or its designee pursuant to Labor Code Section 1720 et. seq.

The Agency shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and related documentation are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the Agency may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

SECTION III.

JOB START MEETING

After the Agency awards the public works contract, and prior to the commencement of the work, a mandatory Pre-Construction Conference shall be conducted with the contractor and subcontractors for the particular project. The general contractor is responsible to see that the information provided at the Pre Construction Conference, relating to Labor Compliance Program (LCP) requirements, is distributed to its subcontractors.

At that meeting, the Agency will discuss the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, the respective record keeping responsibilities, the requirement for the submittal of certified payroll records to the Agency, the prohibition against discrimination in employment and other items required to be covered at the pre-job conference (see Appendix A).

Included in the handout package is a “Checklist of Labor Law Requirements for Review at Job Start Meetings” and is a brief summary of the labor laws which will be reviewed in the Pre-Construction Conference.

Additionally, the handout material includes the following sample forms:

Certified Payroll Form

Fringe Benefit Reporting Form (PW 26)

DAS 140- Register to Train Apprentices

DAS 142 – Request for Dispatch of Apprentices

CAC 2- Apprenticeship Contribution Form

Notice of LCP Contact Information- required to be posted on jobsite

Also included in the packet for illustrative purposes, is a sample copy of a prevailing wage determination. This assists the contractors as the Agency reviews prevailing wage requirements and such things as the double asterisk rule, the difference between Basic Hourly Rate and Total Hourly Rate, etc.

Contractors are referred to the DIR website at www.dir.ca.gov for updated prevailing wage information, apprenticeship regulations, forms, etc. And, the contractor is provided with information regarding the LCP contact person assigned to the specific project. Contractors are reminded that all of the steps required of the Labor Compliance Program are the same steps currently required on all prevailing wage projects. It is just that the LCP now requires that all the documentation be submitted and reviewed.

The last page of the handout is a duplicate copy of the signature page from the “Checklist” included earlier in the packet. This page is repeated so the contractor can merely remove the last page from the packet, sign it and turn it in to the Agency staff at the conclusion of the meeting.

The contractors and subcontractors present at the Pre Construction Meeting will be given the opportunity to ask questions of the Agency and CCMI relative to the items contained in the Labor Law Requirements Checklist. The checklist will then be signed by the contractor’s representative and a copy will be kept by the Agency and/or CCMI.

The average time to review this information with contractors is approximately 30 minutes to one hour, depending on the number of contractors in attendance and the number of questions asked.

The General (Prime) Contractor is responsible to provide copies of the LCP Pre Construction Package and Checklist of Labor Law Requirement to all subcontractors on the project who are not in attendance at the Pre Construction Conference.

SECTION IV.

REVIEW OF CERTIFIED PAYROLL RECORDS

A. Certified Payroll Records Required

The contractor and each subcontractor shall maintain “payrolls records” (timecards, canceled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, superintendent and foreman daily logs(as defined by Title 8 CCR Section 16000) during the course of the work and shall preserve them for a period of three (3) years thereafter for all trades workers working at the Agency’s project sites. Such records shall include the name, address, and social security number of each worker, his or her classification, a general description of the work each employee performed each day, the rate of pay (including rates of contributions for, or costs to provide fringe benefits), daily and weekly number of hours worked, overtime worked and paid, training contributions paid (if applicable), deductions made, actual wages paid and check number or other tracking number for direct deposit confirming payment to the worker.

1. Submittal of Certified Payroll Records

The contractor and each subcontractor shall maintain weekly certified payroll records for submittal to the Agency as required, but not less than monthly. The contractor shall be responsible for the submittal of payroll records of all its subcontractors. All certified payroll records shall be accompanied by a statement of compliance or “certification” signed by the contractor indicating that the payroll records are correct and complete, that the wage rates contained therein are not less than those determined by the Director of the Department of Industrial Relations, and that the classifications set forth for each employee conform with the work performed and shall include at least the following language:

I, _____ (Name-print) the undersigned, am _____ (position in business) with the authority to act for and on behalf of _____, (name of business and/or contractor) certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (description, no. of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named. Date: _____
Signature: _____

The Public Agency reserves the right to include more stringent language.

For weeks in which a contractor/subcontractor is not working on a project, a Statement of Non-Performance is required. Once a particular contractor/subcontractor has completed their work, the last Certified Payroll submitted should be identified as the “Final” Certified Payroll.

The certified payroll records required by Labor Code Section 1776 may be maintained and submitted electronically subject to all of the following conditions:

- (a) The reports must contain all of the information required by Labor Code Section 1776, with the information organized in a manner that is similar or identical to how the information is reported on the Department of Industrial Relations' suggested "Public Works Payroll Reporting Form" (Form A-1-131);
- (b) The reports shall be in a format and use software that is readily accessible and available to contractors, awarding bodies, Labor Compliance Programs, and the Department of Industrial Relations;
- (c) Reports submitted to an awarding body, a Labor Compliance Program, the Division of Labor Standards Enforcement, or other entity within the Department of Industrial Relations must be either (1) in the form of a non-modifiable image or record that bears an electronic signature or includes a copy of any original certification made on paper, or alternatively (2) printed out and submitted on paper with an original signature;
- (d) The requirements for redacting certain information shall be followed when certified payroll records are disclosed to the public pursuant to Labor Code Section 1776(e), whether the records are provided electronically or as hard copies; and
- (e) No contractor or subcontractor shall be mandated to submit or receive electronic reports when it otherwise lacks the resources or capacity to do so, nor shall any contractor or subcontractor be required to purchase or use proprietary software that is not generally available to the public.

2. Full Accountability

Each individual, laborer or craftsperson working on a public works contract must appear on the payroll. The basic concept is that the employer who pays the tradesworker must report that individual on its payroll. This includes individuals working as apprentices in an apprenticeable trade. Owner-operators are to be reported by the contractor employing them; rental equipment operators are to be reported by the rental company paying the workers' wages.

Sole owners and partners who work on a contract must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the work actually done. The contractor shall permit such representatives of the Agency and/or the DIR to interview trades workers during working hours on the project site.

3. Responsibility for Subcontractors

The contractor shall be responsible for ensuring adherence to labor standards provisions by its subcontractors in the manner specified by Labor Code Section 1775. Moreover, the contractor is responsible for Labor Code violations by its subcontractors of which it has knowledge.

- a. The contractor shall monitor the payment of the specified general prevailing per diem wages by each subcontractor to its employees by periodic review of the subcontractor's certified payroll records.
- b. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor

for work performed on the public works project (upon receipt of notification that a wage complaint has been resolved, the contractor shall pay any money retained from and owed to a subcontractor).

- c. Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the general prevailing rate of per diem wages to its employees on the public works project, as well as any penalties which may have been imposed for working hours violations (Labor Code Section 1775 and 1813).

4. Payment to Employees

Employees must be paid unconditionally, the full amounts which are due and payable for the period covered by the particular payday. An employer must, therefore, establish a fixed workweek (i.e., Sunday through Saturday). On each and every payday, each worker must be paid all sums due and must be provided with an itemized wage statement.

If an individual is called a subcontractor, when, in fact, he/she is merely a journey level mechanic supplying only his/her labor, such an individual would not be deemed a bona fide subcontractor and must be reported on the payroll of the contractor who contracted for his or her services as a tradesworker. Moreover, any person who does not hold a valid contractor's license cannot be a subcontractor, and anyone hired by that person is the worker or employee of the contractor who contracted for his or her services for purposes of workers' compensation laws.

A worker's rate for straight time hours must equal or exceed the rate specified in the contract by reference to the Prevailing Wage Rate Determinations for the class of work actually performed. Any work performed on Saturday, Sunday, and/or a holiday, or a portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek. The hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a workweek shall be premium (overtime) pay. All work performed in excess of eight hours per day, 40 hours per week, on Saturday, on Sunday, and on holidays shall be paid in accordance with the applicable Prevailing Wage Determination. Additionally, appropriate shift pay and applicable travel and subsistence pay is also required.

5. Maintaining Records:

The Agency/CCMI shall maintain all records relating to any project subject to Labor Compliance for a period of three (3) years from the date of the filing of the Notice of Completion of the Project. In the event no Notice of Completion is filed, the Agency/CCMI shall maintain all LCP records relating to a specific project for three (3) years from the date of actual completion or beneficial occupancy, whichever is later.

B. Apprentices

Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered and approved by the State Division of Apprenticeship Standards. The allowable ratio of apprentices to journeypersons in any

craft/classification shall not be greater than the ratio permitted to the contractor as to its entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the Department of Industrial Relations for the classification of the work he/she actually performed.

The contractor shall furnish written evidence of the registration (i.e. Apprenticeship Agreement or Statement of Registration) of its training program and apprentices, as well as the ratios allowed and the wage rates required to be paid thereunder for the area of construction, upon request by the Agency or CCMI.

Pre-apprentices, trainees, trainees in nonapprenticeable crafts, and others who are not duly registered will not be permitted on public works projects unless they are paid full prevailing wage rates as journeypersons.

Compliance with California Labor Code Section 1777.5 requires all public works contractors and subcontractors to:

1. Register the prevailing wage project (DAS-140);
2. Request to Train apprentices on public works projects in a ratio to journeypersons as stipulated in the Apprenticeship Standards under which each Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) apprentice hour to each five (5) journeypersons hours worked on the project. (DAS-142 or equivalent documentation or the actual employment of apprentices).
3. Contribute to the training fund in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. Where the trust fund administrators cannot accept the contributions, then payment shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142; and
4. It should be noted that a prior approval for a separate project does not confirm approval to train on any other project. The contractor/subcontractor must check with the applicable Apprenticeship Committee to verify status.

C. Payroll Review and Audits

Payroll review and audits shall be conducted by the CCMI..

CCMI preference and practice is to review all certified payroll for all employees for all weeks of work on a project at least once a month. However, CCMI **shall** review the certified payrolls not less than one a month. The CCMI **shall** review payrolls for **at least** one full week of payroll for each contractor or subcontractor performing work on the applicable project for each month in which work was performed on the project.

1. Audit of the obligation to pay the prevailing per diem wage means review and audit of weekly-certified payroll records for compliance with:

- a. All elements defined as the General Prevailing Rate of Per Diem Wages in Title 8 CCR Section 16000, which were determined to be prevailing in the Director's determination in effect on the date of the call for bids, or as reflected in any subsequent revised determination issued by the Director's office, copies of which are available at the Agency's Facility Office and posted at the public works job site;
- b. All elements defined as Employer Payments to Workers set forth in Title 8 CCR Section 16000, which were determined to be prevailing in the Director's determination in effect on the date of the call for bids, or as reflected in any subsequent revised determination issued by the Director's office, copies of which are available at the Agency's Facility Office and posted at the public works job site.

CCMI shall also request verification of proper payment of prevailing wages to workers by randomly requesting paycheck verification for at least one worker from each contractor/subcontractor for at least one weekly period within each month.¹

2. Audit of the obligation to employ and train apprentices means inquiry to the program sponsor for the apprenticeable craft or trade in the area of the public work as to: whether contract award information was received (DAS-140), including an estimate of journeyman hours to be performed and the number of apprentices to be employed; whether apprentices have been requested (DAS-142), and whether the request has been met; whether the program sponsor knows of any amounts received from the contractor or subcontractor for the training fund or the California Apprenticeship Council (CAC-2); and whether persons listed on the certified payroll in that craft or trade being paid less than the journeyman rate are apprentices registered with that program and working under apprentice agreements approved by the Division of Apprenticeship Standards. Alternatively or in addition to inquiring of the program sponsor, CCMI shall, as appropriate, reference the DIR website for the listing of enrolled apprentices and any contribution alleged made by a contractor on a CAC-2 form for the payment of training contributions.

DAS 140 - Register to Train – CCMI will collect a DAS-140 from each contractor for **each** apprenticeable craft employed on the project. The original DAS-140 should be sent within ten days of each contractor/subcontractor signing the contract, but not later than the first day the contractor/or applicable subcontractor commenced work on the project. A copy of DAS 140 forms should be turned in with each contractor's and subcontractor's first certified payroll. If the form is not completed correctly or is not submitted, the

¹ Title 8 CCR §16432- (c) "Confirmation" of payroll records furnished by contractors and subcontractors shall be defined as an independent corroboration of reported prevailing wage payments. Confirmation may be accomplished through worker interviews, examination of paychecks or paycheck stubs, direct confirmation of payments from third party recipients of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations), or any other reasonable method of corroboration. For each month in which a contractor or subcontractor reports having workers employed on the public work, confirmation of furnished payroll records shall be undertaken randomly for at least one worker for at least one weekly period within that month"

contractor/subcontractor will be notified of this deficiency and asked to take corrective action by completing and filing a correct DAS-140 form.

DAS 142 - Request apprentices- CCMI will look for apprentices being employed on the project (through examination of certified payrolls) in proper ratio and/or look to receive a DAS-142 (or its equivalent) from the contractor/subcontractor for each apprenticeable trade employed on the project and confirmation that the DAS-142 form was sent to an appropriate apprenticeship committee. A contractor is NOT REQUIRED to use the DAS-142 form, but can document its request for apprentices by any other written means. However, if a contractor does use the 142 form (filling it out properly and filing it promptly), with a delivery receipt, the contractor is “legally presumed” to be in compliance.

Employ Apprentices in 1:5 ratio – To the extent that apprentices are available for employment, the Labor Code mandates that apprentices are employed in a 1:5 ratio. This means an average (calculated at the end of the project) of one apprentice hour for every 5 journeymen hours. Some approved Apprenticeship Standards recognize a different ratio and those other ratios may be used so long as the apprenticeship committee has DAS approval.

Pay correct apprenticeship rates - Apprenticeship wage rates paid will also be verified by CCMI against the applicable prevailing wage determination for such apprentice level.

Pay correct training contribution (CAC 2) - CCMI will review and confirm that the training contributions set forth in the prevailing wage determination are paid to either an approved apprenticeship committee or to the California Apprenticeship Council. (CAC-2 contributions to be confirmed through DIR website).

Additional Review: CCMI will also engage in the following additional review to determine LCP compliance:

Proper Licensing

Businesses and Professions Code Section 7000 et seq. requires all companies performing construction work to be properly licensed and bonded. CCMI will check the contractor's/subcontractor's license status through the Contractors State License Board website at: www.cslb.ca.gov. Contractors working without a valid license will be removed from the project.

Worker's Compensation Insurance

Labor Code Section 1861- All contractors and subcontractors employing workers on the project are required to provide worker's compensation coverage. CCMI will verify that all contractors/subcontractors have appropriate worker's compensation while employing workers on

the project. This information can also be verified through the California Contractor's State Licensing Board website.

Electrician Certification:

The Division of Labor Standard Enforcement also requires that all electricians employed by a C-10 licensed contractor in the State of California possess adequate training to perform their job. As such, all electricians must fall into one of the following categories:

- Journeyman- Certified
- Journeyman- Trainee
- Apprentice

CCMI will check the status of all electricians employed by using the DIR website. A list of any electricians which do not fall into one of these categories will be communicated immediately to the Agency and the prime contractor so that the individual can be removed from the project. And, the incident will be reported to the DLSE/CSLB at the end of the project.

The Agency shall also review and provide compliance review for all other items listed on the Checklist (Appendix A).

SECTION V.

ONSITE JOB VISITS AND WORKER INTERVIEWS

Site Visitations

1. Safety is the paramount factor for any site visit to any Agency construction projects. CCMI's site monitor is will comply with all safety rules and exercise reasonable caution at all times.
2. All personnel working on or visiting any Agency construction sites are required to be properly identified and visibly wear CCMI issued picture ID's (badge). Additionally, all authorized personnel are required to wear hard hats and safety shoes.
3. Authorized personnel shall visit all sites on a non-interference basis and take a minimum amount of the workers' time for interview purposes.
 - a. Upon arrival at a site, the site monitor will check in at the site superintendent's (contractor's) trailer to determine if the appropriate postings are on the jobsite. These include, but are not limited to:
 - ☐ EEO Posters
 - ☐ Prevailing wage sheets posted
 - ☐ Notice informing the employees that the project is subject to a Labor Compliance Program and providing the Agency's LCP contact information.
 - ☐ Other appropriate required postings required by law.

Where a jobsite trailer is not present on the site, CCMI or the Agency shall seek to confirm that this information is posted elsewhere on the site or available to the employees at the jobsite or at their place of employment and is readily accessible and visible to each such employee.

Interviewing

1. Not less than once a month, job site interviews of employees will take place. It is CCMI's practice to attempt to interview at least one employee from each contractor/subcontractor who performs work on the project. With that goal in mind, interviews may be conducted on a weekly basis, but in no event less than monthly.
2. Once CCMI's staff checks in with the site superintendent and obtains access to the site, the Interviewer will attempt to locate tradespersons working in clusters. For instance, several painters, electricians, roofers, etc. working in one area. The interviewer shall identify themselves as a CCMI employee and Agency representative, and ask to speak to the employee for a few minutes. Interviews should not be conducted in an area or during

a time when either the interviewer or the worker would be subject to injury due to worksite activity.

These interviews are random; two or three tradespersons for each subcontractor is sufficient for one visit. Any persons missed are usually interviewed on subsequent visits. Thirty minutes of interviewing per site is typically sufficient, depending upon the site size and/or number of subcontractors present. Contractor tradespersons should also be interviewed.

3. Using the Labor Compliance Site Visitation Interview form, each person will be asked the following: name, social security number, employer, title (trade), rate of pay, and task being performed at the time of interview. (See Appendix B).

Guidelines for Interviewers:

- a. Should someone decline to speak with you, respect those wishes. If someone asks if this is union-related, tell them no. CCMI works with both open and closed shop trades.
- b. If you try to interview someone who does not speak English and you cannot communicate in the appropriate language, try to locate a coworker who can interpret for you. If you find an entire crew unable to speak English and no interpreter, include this in your report. CCMI's Interviewer staff is also fluent in Spanish.
- c. If someone refuses to disclose his/her social security number to you, respect those wishes. However, assure that person that all information given is kept strictly confidential.
- d. If someone does not know their rate of pay (most tradespersons do not know the exact penny of wages earned), ask for an estimate. If the response is, "whatever prevailing wage is", so indicate on the form.
- e. If someone indicates that he/she is an apprentice, make sure that you ask him/her what period. These can be anywhere from 1st to 10th. If s/he's not sure, ask him/her how many years s/he's been apprenticed in the specific trade and/or to estimate and so indicate on the interview form.
- f. ALWAYS thank them for their time.
- g. Keep in mind that you are there to collect information only, do not tell them how to do their jobs. Should you witness what you consider a potentially unsafe or unwarranted condition, you are to contact the site inspector or job superintendent of your findings immediately and make a note on your site visitation log of what you observed. Upon your return to the office, report your findings to the CCMI staff person responsible for the certified payroll audit for this project.

Reporting

All original interview forms shall be submitted to the CCMI no later than the end of each workweek.

Daily Job Logs

The Daily Job Logs will be used by the Agency/CCMI to cross check staffing on the various LCP projects. The Daily Reports should list those contractors and subcontractors present on the site on a specific day as well as the number of employees employed on the project by each contractor/subcontractor. While the Daily Reports are merely a “snap shot” of the project at the time of the report information, the Daily Reports are used by the Agency/CCMI to determine if a Contractor has failed to properly list all employees performing work on the project.

Extended Audits

When the Agency/CCMI finds a potential violation which leads it to believe that prevailing wages has not been properly paid and the documentation submitted by the contractor/subcontractor is inconclusive, the Agency/CCMI will exercise its authority to conduct a full investigation to verify whether appropriate prevailing wages were paid on the project

1. Requesting Additional Documentation from Contractor

The Agency/CCMI shall request additional documents in writing, listing the specific documentation requested. The Agency/CCMI will also invoke the provisions of Labor Code Section 1776 in demanding that the documents be produced within 10 days.

2. Conducting Additional Interviews

Based on CCMI’s investigation, the CCMI may engage in additional interviewing of employees who worked on the project. These interviews may be conducted in person or via other means of communication (i.e. email, telephone, mail).

SECTION VI.

ENFORCEMENT

Duty of the Awarding Body

A Labor Compliance Program shall have a duty to the Director to enforce the requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code and these regulations in a manner consistent with the practice of the Labor Commissioner. It is the practice of the LCP to refer to the Director's ongoing advisory service of web-posted public works coverage determinations as a source of information and guidance in making enforcement decisions. It is also the practice of the LCP to be represented by an attorney in prevailing wage hearings conducted pursuant to Labor Code Section 1742(b) and sections 17201-17270 of Title 8 of the California Code of Regulations.

CCMI has a duty to report all violations and proposed remedial action to the Agency who in turn has a duty to enforce the Labor Code public works requirements (Chapter 1 of part 7 of Division 2 and Division 3 of the Labor Code).

Audits:

An Audit shall be conducted as deemed necessary whenever the Labor Compliance Program has determined that there has been a violation of the Public Works Chapter of the Labor Code resulting in the underpayment of wages. An "Audit" for this purpose shall be defined as a written summary reflecting prevailing wage deficiencies for each underpaid worker, and including any penalties to be assessed under Labor Code Sections 1775 and 1813, as determined by the Labor Compliance Program after consideration of the best information available as to actual hours worked, amounts paid, and classifications of workers employed in connection with the public work. Such available information may include, but is not limited to, worker interviews, complaints from workers or other interested persons, all time cards, cancelled checks, cash receipts, trust fund forms, books, documents, schedules, forms, reports, receipts or other evidences which reflect job assignments, work schedules by days and hours, and the disbursement by way of cash, check, or in whatever form or manner, of funds to a person(s) by job classification and/or skill pursuant to a public works project. An Audit is sufficiently detailed when it enables the Labor Commissioner, if requested to determine the amount of forfeiture under section 16437, to draw reasonable conclusions as to compliance with the requirements of the Public Works Chapter of the Labor Code, and to enable accurate computation of underpayments of wages to workers and of applicable penalties and forfeitures. An Audit using the forms in Appendix B of 16437, when accompanied by a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation and the basis upon which the determination of underpayment was made, presumptively demonstrates sufficiency. Records supporting an Audit shall be maintained by the Labor Compliance Program to satisfy its burden of coming forward with evidence in administrative review proceedings under Labor Code Section 1742 and the Prevailing Wage Hearing Regulations found at sections 17201-17270 of Title 8 of the California Code of Regulations.

After the Labor Compliance Program has determined that violations of the prevailing wage laws

have resulted in the underpayment of wages and an audit has been prepared, notification shall be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner pursuant to these regulations. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the "good faith mistake" factors set forth in Labor Code Section 1775(a)(2)(A)(i) and (ii). If, based upon the contractor's submission, the Labor Compliance Program reasonably concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the Labor Compliance Program shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code Section 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the Labor Compliance Program. For each instance in which a wage deficiency is resolved in accordance with this regulation, the Labor Compliance Program shall maintain a written record of the failure of the contractor or subcontractor to meet its prevailing wage obligation. The record shall identify the public works project, the contractor or affected subcontractor involved, and the gross amount of wages paid to workers to resolve the prevailing wage deficiency; and the record shall also include a copy of the Audit prepared pursuant to subpart (e) above along with any exculpatory information submitted to the Labor Compliance Program by the affected contractor or subcontractor.

Monthly Communication to the Contractor:

Upon completion of the monthly review of certified payrolls, CCMI shall communicate to the Agency and with the prime contractor on the project as to all violations, inadequacies, or deficiencies for the prime contractor and any applicable subcontractor. CCMI shall create Monthly Audit Reports for each contractor/subcontractor on the project who has failed to submit correct LCP documentation and/or has failed to pay the applicable prevailing wage or comply with other LCP requirements.

CCMI on behalf of the Public Agency shall take reasonable, vigorous, and prompt action to (1) determine whether violations exist, and (2) enforce compliance, including through imposition of appropriate penalties and formal enforcement action, when violations are found. The Public Agency shall not avoid the use of its enforcement authority based on cost considerations nor use that authority in an unreasonable manner to gain leverage over a contractor or subcontractor. Unreasonable use of enforcement authority includes, but is not necessarily limited to, prolonged or excessive withholdings of contract payments without making a determination that a violation has occurred.

CCMI's monthly report to the Contractor shall include:

- Name of Project
- Prime Contractor
- Subcontractor with outstanding violation
- Weeks of Certified Payrolls reviewed
- Any deficiency in paperwork
Incorrect or Missing:

- Certified Payrolls
 - Fringe Benefit Statement
 - DAS 140
 - DAS 142
 - CAC 2
- Identify any wage deficiencies, classification issues, etc.
 - Direct Contractor to correct said deficiencies and provide documentation of corrective action.
 - Request verification of payment (cancelled check or proof of direct deposit) for randomly selected employee from the certified payroll.
 - Invoke 1776 documents request – as needed.

A. Withholding Contract Payments When Payroll Records are Delinquent or Inadequate

1. “Withhold” means to cease payments by the awarding body, or others who pay on its behalf, or agents, to the contractor. Where the violation is by a subcontractor, the contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729. A release bond under Civil Code Section 3196 may not be posted for the release of the funds being withheld for the violation of the prevailing wage law.
2. “Contracts,” except as otherwise provided by agreement, means only contracts under a single master contract, or contracts entered into as stages of a single project which may be the subject of withholding pursuant to Labor Code Sections 1720, 1720.2, 1720.3, 1720.4, 1771, and 1771.5;
3. “Delinquent payroll records” means those not submitted on the basis set forth in the Agency contract and the Labor Compliance Program;
4. “Inadequate payroll records” are any one of the following:
 - a. A record lacking the information required by Labor Code Section 1776;
 - b. A record which contains the required information but which is not certified, or certified by someone not an agent of the contractor or subcontractor;
 - c. A record remaining uncorrected for one (1) pay period, after the awarding body has given the contractor notice of inaccuracies/omissions detected by audit or record review; provided, however, that prompt correction will stop any duty to withhold if such inaccuracies/omissions do not amount to 1 percent of the entire certified weekly payroll in dollar value and do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code Section 1776 and Title 8 CCR Section 16401. Prompt correction will stop any duty to withhold if such inaccuracies are de minimus.

The withholding of contract payments when payroll records are delinquent or inadequate is required by Labor Code Section 1771.5(b)(5), and it does not require the prior approval of the Labor Commissioner. The Agency shall only withhold those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Compliance Program has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate; provided that a contractor shall be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Public Agency/CCMI provides notice that the subcontractor has cured the delinquency or deficiency.

When contract payments are withheld under this section, the Public Agency/CCMI shall provide the contractor and subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies the amount being withheld; and (3) informs the contractor or subcontractor of the right to request an expedited hearing to review the withholding of contract payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Compliance Program has exceeded its authority under this section.

No contract payments shall be withheld solely on the basis of delinquent or inadequate payroll records after the required records have been produced.

In addition to withholding contract payments based on delinquent or inadequate payroll records, penalties shall be assessed under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records. The assessment of penalties under Labor Code Section 1776(g) does require the prior approval of the Labor Commissioner under section 16436 of these regulations.

Once the Public Agency/CCMI has determined that violations of the prevailing wage laws have resulted in the underpayment of wages and an audit has been prepared, notification shall be provided to the contractor and affected subcontractor of an opportunity to resolve the wage deficiency prior to a determination of the amount of forfeiture by the Labor Commissioner pursuant to these regulations. The contractor and affected subcontractor shall be provided at least 10 days following such notification to submit exculpatory information consistent with the "good faith mistake" factors set forth in Labor Code Section 1775(a)(2)(A)(i) and (ii). If, based upon the contractor's submission, the Labor Compliance Program reasonably concludes that the failure to pay the correct wages was a good faith mistake, and has no knowledge that the contractor and affected subcontractor have a prior record of failing to meet their prevailing wage obligations, the Labor Compliance Program shall not be required to request the Labor Commissioner for a determination of the amount of penalties to be assessed under Labor Code Section 1775 if the underpayment of wages to workers is promptly corrected and proof of such payment is submitted to the Labor Compliance Program

Where the violation is by a subcontractor, the general contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code Section 1729. The withholding of contract payments when, after investigation, it is established that underpayment or other violations have occurred requires the prior approval of the Labor Commissioner under sections 16436 and 16437 of these regulations.

Apprenticeship Obligations:

The duties of a Labor Compliance Program with respect to apprenticeship standards are as follows:

(1) Either the Awarding Body or the Labor Compliance Program acting on its behalf shall (A) inform contractors and subcontractors bidding public works about apprenticeship requirements, (B) send copies of awards and notices of discrepancies to the Division of Apprenticeship Standards as required under Section 1773.3 of the Labor Code, and (C) refer complaints and promptly report suspected violations of apprenticeship requirements to the Division of Apprenticeship Standards.

(2) The Labor Compliance Program shall be responsible for enforcing prevailing wage pay requirements for apprentices consistent with the practice of the Labor Commissioner, including (A) that any contributions required pursuant to Labor Code Section 1777.5(m) are paid to the appropriate entity, (B) that apprentices are paid no less than the prevailing apprentice rate, (C) that workers listed and paid as apprentices on the certified payroll records are duly registered as apprentices with the Division of Apprenticeship Standards, and (D) requiring that the regular prevailing wage rate be paid (i) to any worker who is not a duly registered apprentice and (ii) for all hours in excess of the maximum ratio permitted under Labor Code Section 1777.5(g), as determined at the conclusion of the employing contractor or subcontractor's work on the public works contract.

Request for Forfeitures

"Forfeitures" means the amount of wages, penalties, and forfeitures assessed by the Public Agency and proposed to be withheld pursuant to Labor Code section 1771.6(a), and includes the following: (1) the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the contractor or subcontractor; and (2) penalties assessed under Labor Code Sections 1775, 1776 and 1813.

If the aggregate amount of forfeitures assessed as to a contractor or subcontractor is less than \$1000.00, the forfeitures shall be deemed approved by the Labor Commissioner upon service and the Labor Commissioner's receipt of copies of the following: (1) the Notice of Withholding of Contract Payments authorized by Labor Code Section 1771.6(a); (2) an Audit as defined in

section 16432(e) of these regulations, and (3) a brief narrative identifying the Bid Advertisement Date of the contract for public work and summarizing the nature of the violation, the basis of the underpayment, and the factors considered in determining the assessment of penalties, if any, under Labor Code Section 1775.

For all other forfeitures, approval by the Labor Commissioner shall be requested and obtained in accordance with Title 8 CCR Section 16437, set forth below:

Where the Labor Compliance Program requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the information specified in subparts (1) through (9) below. Appendix D is a suggested format for a Request for Approval of Forfeiture under this section.

(1) Whether the public work has been accepted by the awarding body and whether a valid notice of completion has been filed, the dates if any when those events occurred, and the amount of funds being held in retention by the Awarding Body;

(2) Any other deadline which if missed would impede collection;

(3) Evidence of violation, in narrative form;

(4) Evidence of violation obtained under section 16432 of these regulations and a copy of the Audit prepared in accordance with section 16432(e) setting forth the amounts of unpaid wages and applicable penalties;

(5) Evidence that before the forfeiture was sent to the Labor Commissioner (A) the contractor and subcontractor were given the opportunity to explain why there was no violation, or that any violation was caused by good faith mistake and promptly corrected when brought to the contractor or subcontractor's attention, and (B) the contractor and subcontractor either did not do so or failed to convince the Labor Compliance Program of its position;

(6) Where the Labor Compliance Program seeks not only wages but also a penalty as part of the forfeiture, and the contractor or subcontractor has unsuccessfully contended that the cause of violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, a short statement should accompany the proposal for a forfeiture, with a recommended penalty amount pursuant to Labor Code Section 1775(a);

(7) Where the Labor Compliance Program seeks only wages or a penalty less than \$200 per day as part of the forfeiture because the contractor or subcontractor has successfully contended that the cause of the violation was a good faith mistake that was promptly corrected when brought to the contractor or subcontractor's attention, the file should include the evidence as to the contractor or subcontractor's knowledge of his or her obligation, including the program's communication to the contractor or subcontractor of the obligation in the bid invitations, at the prejob conference agenda and records, and any other notice given as part of the contracting process. With the file should be a statement, similar to that described in (6), and recommended penalty amounts, pursuant to Labor Code Section 1775(a);

(8) The previous record of the contractor and subcontractor in meeting their prevailing wage obligations; and

(9) Whether the Labor Compliance Program has been granted approval on only an interim or temporary basis under sections 16425 or 16426 above or whether it has been granted extended approval under section 16427 above.

(b) The file or report shall be served on the Labor Commissioner as soon as practicable after the violation has been discovered, and not less than 30 days before the final payment, but in no event not less than 30 days before the expiration of the limitations period set forth in Labor Code Section 1741.

(c) A copy of the recommended forfeiture and the file or report shall be served on the contractor and subcontractor at the same time as it is sent to the Labor Commissioner. The Labor Compliance Program may exclude from the documents served on the contractor and subcontractor copies of documents secured from the contractor or subcontractor during an audit, investigation, or meeting if those are clearly referenced in the file or report.

(d) The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to the wages and penalties due.

(e) The Labor Commissioner's determination of the forfeiture is effective on one of the two following dates:

(1) For all programs other than those having extended authority under section 16427 of these regulations, on the date the Labor Commissioner serves by first class mail, on the Labor Compliance Program, on the Awarding Body if different, on the contractor and on the subcontractor, if any, an endorsed copy of the proposed forfeiture, or a newly drafted forfeiture statement which sets out the amount of forfeiture approved. Service on the contractor or subcontractor is effective if made on the last address supplied by the contractor or subcontractor in the record. The Labor Commissioner's approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of receipt of the proposed forfeiture.

(2) For programs with extended authority under section 16427 above, approval is effective 20 days after the requested forfeitures are served upon the Labor Commissioner, unless the Labor Commissioner serves a notice upon the parties, within that time period, that this forfeiture request is subject to further review. For such programs, a notice that approval will follow such a procedure will be included in the transmittal of the forfeiture request to the contractor. If the Labor Commissioner notifies the parties of a decision to undertake further review, the Labor Commissioner's final approval, modification or disapproval of the proposed forfeiture shall be served within 30 days of the date of notice of further review.

SECTION VII.

THIRD PARTY REQUESTS AND ENFORCEMENT

1. Third Party Requests for Payroll

When the Agency receives a request for certified payrolls of a contractor /subcontractor from a third party pursuant to Labor Code Section 1776, any records which the Agency makes available to such a third party shall be appropriately redacted pursuant to Labor Code Section 1776 (e) to protect the privacy of the individual worker. Pursuant to Title 8 CCR 16403. Such requests are frequently forwarded from the Agency to CCMI. CCMI will comply with the provisions of 1776(e) whenever providing payrolls to any third party.

Records received from the employing contractor shall be kept on file in the office or entity that processed the request for at least 6 months following completion and acceptance of the project. Thereafter, they may be destroyed unless administrative, judicial or other pending litigation, including arbitration, mediation or other methods of dispute resolution, are in process. Copies on file shall not be obliterated in the manner prescribed below;

Copies provided to the public upon written request shall be marked, obliterated or provided in such a manner that the name, address and Social Security number, and other private information pertaining to each employee cannot be identified. All other information including identification of the contractor shall not be obliterated;

The Public Agency/CCMI may affirm or deny that a person(s) was or is employed on a public works contract (by a specific contractor) when asked, so long as the entity requires such information of an identifying nature which will reasonably preclude release of private or confidential information.

Requests for certified copies of payroll records pursuant to Section 1776 of the Labor Code may be made by any person. However, any such request shall be in writing and contain at least the following information:

- (1) The body awarding the contract;
- (2) The contract number and/or description;
- (3) The particular job location if more than one;
- (4) The name of the contractor;
- (5) The regular business address, if known.

Acknowledgment of Request. The public entity receiving a request for payroll records shall acknowledge receipt of such, and indicate the cost of providing the payroll records based on an

estimate by the contractor, subcontractor or public entity. The acknowledgment of the receipt of said request for payroll records may be accomplished by the public entity's furnishing a copy of its written correspondence requesting certified copies of the payroll records sent to the specific contractor pursuant to Section 16400(d) below, to the person who requested said records

Request to Contractor. The request for copies of payroll records by the requesting public entity shall be in any form and/or method which will assure and evidence receipt thereof. The request shall include the following:

- (1) Specify the records to be provided and the form upon which the information is to be provided;
- (2) Conspicuous notice of the following:
 - (A) that the person certifying the copies of the payroll records is, if not the contractor, considered as an agent acting on behalf of the contractor; and
 - (B) that failure to provide certified copies of the records to the requesting public entity within 10 working days of the receipt of the request will subject the contractor to a penalty of twenty-five (\$25.00) dollars per calendar day or portion thereof for each worker until strict compliance is effectuated;
- (3) Cost of preparation as provided in Section 16402; and
- (4) Provide for inspection.

Inspection of Payroll Records. Inspection of the original payroll records at the office of the contractor(s) pursuant to subdivision (b) of Section 1776 of the Labor Code shall be limited to the public entities upon reasonable written or oral notice.

Costs of Certified Payrolls: The cost of preparation to each contractor, subcontractor, or public entity when the request was made shall be provided in advance by the person seeking the payroll record. Such cost shall be \$1 for the first page of the payroll record and 25 cents for each page thereafter, plus \$10 to the contractor or subcontractor for handling costs. Payment in the form of cash, check or certified money order shall be made prior to release of the documents to cover the actual costs of preparation.

2. Third Party Complaints

Upon receipt of a written complaint from a third party alleging that a contractor or subcontractor has failed to pay prevailing wages as required by the Labor Code, CCMi will respond to the complaining party as follows:

- (1) Within 15 days after receipt of the complaint, send a written acknowledgment to the complaining party that the complaint has been received and identifying the name,

address, and telephone number of the investigator assigned to the complaint;

(2) Within 15 days after receipt of the complaint, provide the effected contractor with the notice required under Labor Code Section 1775(c) if the complaint is against a subcontractor;

(3) Notify the complaining party in writing of the resolution of the complaint within ten days after the complaint has been resolved by the Labor Compliance Program;

(4) Notify the complaining party in writing at least once every 30 days of the status of a complaint that has not been resolved by the Labor Compliance Program; and

and

(5) Notify the complaining party in writing at least once every 90 days of the status of a complaint that has not been resolved by the Labor Compliance Program but remains under review or in litigation before another entity.

SECTION VIII.

PROJECT CLOSE-OUT- FORFEITURES AND PENALTIES

IF NO WAGE VIOLATIONS HAVE OCCURRED during the course of the project, and nothing is outstanding, the CCMI shall issue a close out report See Appendix H to the Agency and keep this data to reference for the Agency's Annual Report.

CCMI is aware of its obligation to take prompt and vigorous enforcement of all violations of the LCP and is committed to doing so. Wage Violations which occur during the course of the project will be promptly corrected and the following penalties assessed: (after consultation with the Agency)

•**Wage Violation** – Labor Code 1775 - \$200 per day per worker per violation. The Agency now has discretion to reduce or waive penalties. Reductions or waivers will only be made if the contractor meets the requirements of Labor Code Section 1775, subparagraph (b) i.e. good faith or inadvertent error, prompt correction and no additional violations. No reduction or waiver shall be made if there are outstanding wages still due. Reasons for reduction of penalties will be documented and included in Notice of Request for Forfeitures to the Labor Commissioner.

•**Overtime Violation** – Labor Code Section 1813 - \$25.00 per day per worker. Mandated by statute with no discretion for reduction. Even if certain union agreements allow for employees to work four days of 10 hours each day without overtime, it is Labor Code Section 1813 which controls with overtime pay being mandated after 8 hours worked in a day. Labor Code Section 1811.

•**Failure to Provide Certified Payrolls** (including fringe benefit statements, timecards, canceled checks, etc.) within 10 days of Request - Labor Code 1776 (h). The penalty of \$100.00 per day per worker continues until strict compliance is met (all documents delivered). Before imposing 1776 penalties, the CCMI/Agency will ensure that any request for documentation includes:

- Identification of the specific documents requested
- Identification that the request is made pursuant to Section 1776(h) of the Labor Code and that penalties of \$100 per day per worker will be imposed until there is strict compliance
- Delivery of the notice must be by certified mail or other means where the contractor signed a receipt of the notice

•**Willful and/or Repeat Offenders** will be subject to maximum penalties as stated above and a recommendation of debarment from public works will be made to the DIR.

•**Liquidated Damages** – If prevailing wages remains unpaid 60 days after a Notice to Withhold is issued to the contractor, the contractor shall be assessed liquidated damages equal to the amount of any unpaid wages. CCMI will advise the Agency shall hold

appropriate funds at the conclusion of the project to cover all wages due, penalties and liquidated damages.

• **Apprenticeship Violation** - Labor Code Section 1777.7 \$100 - \$300 per calendar day of noncompliance and debarment up to 3 years. This may include failure to pay training contributions, employ apprentices at the ratio required, etc. The Agency does not have the authority to impose penalties for Apprenticeship Violations, but instead will have CCMI file a Public Works Complaint detailing the violation and submitting relevant documentation of the violations to the DLSE (who is now enforcing DAS violations).

• **Unlicensed Contractor** – Labor Code Section 1021. Any contractor working without a valid contractor license shall be subject to a penalty of \$200 per day per worker. This is not a penalty that LCPs enforce. Rather, the Agency may direct CCMI to file a complaint with the DIR, as well as with the Contractors State License Board (CSLB).

3. If the total wages and penalties outstanding and due are less than \$1,000, then the CCMI (with the direction and approval of the Agency) will proceed to issue a Notice to Withhold to the Contractor/and any applicable subcontractor. (See Notice to Withhold Appendix E).

4. If wages and penalties exceed \$1,000, CCMI will prepare and file (with the approval and direction of the Agency) the Request for Forfeiture form (see Appendix D) and send it with the appropriate documentation to the Labor Commissioner for review and decision. “LCP Request for Forfeitures” and “Penalty Worksheet” spreadsheet will be completed in full. Penalty worksheet will list dates of violation and include summary worksheet, including the following:

- a. Audit summary (Agency’s penalty worksheet summary and individual employee penalty worksheets).
- b. 1st Bid Advertisement Publication Notice of Completion (if filed).
- c. Scope of Work.
- d. Complaint forms and declarations, if any from third parties or employees.

The close out documents will be sent to the following:

General Contractor – certified and regular mail;
Affected Subcontractor – certified and regular mail;
Overnight delivery (with signature required) or certified mail to the Labor Commissioner

5. The Labor Commissioner then has 30 days to respond. (Once the Agency/CCMI has a response from the Labor Commissioner, a Notice to Withhold shall issue). In the event the Labor Commissioner does not respond within 30 days, the Agency/CCMI shall then issue a Notice to

Withhold based on the information provided in the Request for Forfeiture Notice. The Notice to Withhold shall be sent as follows:

General Contractor –certified and regular mail
Effected Subcontractor – certified and regular mail

6. Allow 60 days for the contractor to contest the penalties. If the contractor contests the Notice to Withhold, then the Agency/CCMI (upon receipt of the written Request for Review) will promptly forward the Request for Review to the Agency's General Counsel.

****Potential Settlement Options** – CCMI will advise the Agency that it has the ability to engage in settlement discussions and will do so before the filing of a Request for Forfeiture. CCMI shall engage in these discussions as requested by the Agency. Specifically, once the Agency/CCMI has determined/confirmed an actual violation has occurred, notification will be provided to the effected contractor/subcontractor with an opportunity to correct the wage deficiency. The contractor/subcontractor shall have at least 10 days from such notification to submit information/documentation that such error was made in good faith and corrected promptly. If the correction is made promptly and a waiver of penalties is determined, no Request for Forfeiture will be made to the Labor Commissioner. However, the Agency will keep this information and include it with its Annual Report. When considering the compromise or waiver of penalties, the Agency will consider the nature of the violation, good faith error versus a knowing violation.

If, after a Notice to Withhold is issued, a contractor or subcontractor may request a settlement meeting pursuant to Labor Code Section 1742.1(b). CCMI will assist the Agency in exercising the same rights and responsibilities of the Enforcing Agency (as defined in Section 17202(f) of Title 8 of the California Code of Regulations), in responding to such a request for review, including but not limited to the obligations to serve notices, transmit the Request for Review to the hearing office, and provide an opportunity to review evidence in a timely manner, to participate through counsel in all hearing proceedings, and to meet the burden of establishing prima facie support for the Notice of Withholding of Contract Payments.

If a contractor or subcontractor seeks review of a Labor Compliance Program enforcement action, the Labor Commissioner may intervene to represent the Awarding Body, or to enforce relevant provisions of the Labor Code consistent with the practice of the Labor Commissioner, or both.

Except in cases where the Labor Commissioner has intervened pursuant to subpart (b) of CCR Title 8 Section 16439, the Agency shall have the authority to prosecute, settle, or seek the dismissal of any Notice of Withholding of Contract Payments issued pursuant to Labor Code Section 1771.6 and any review proceeding under Labor Code Section 1742, without any further need for approval by the Labor Commissioner. Whenever the Agency settles in whole or in part or seeks and obtains the dismissal of a Notice of Withholding of Contract Payments or a review proceeding under Labor Code Section 1742, the Agency/CCMI shall document the reasons for the settlement or request for dismissal and shall make that documentation available to the Labor Commissioner upon request.

7. If the 60 day time period expires and no request for review is filed, then the sums set forth in the Notice to Withhold are deemed forfeit to the Agency (except to the extent that any wages due, must be turned over by the Agency to the affected employees (if the employees cannot be

located after a diligent search, then those wage funds are turned over to the Labor Commissioner).

Close Out Completion Report:

For each project, CCMI shall prepare a Project Completion Report, deliver such report to the Agency and keep such report in the applicable project file. The Project Completion Report is attached hereto as Appendix H.

APPRENTICE/TRAINING VIOLATION:

- Unpaid training contribution for any trade
- No DAS 140 form submitted
- No DAS 142 form submitted and no apprentices on the project
- Electrician certification violation

For any violation relating to apprenticeship or training, the CCMI shall complete and file (on behalf of the Agency) a Public Works Complaint with the Division of Apprenticeship Standards and enclose the applicable documentation.

The Public Works Complaint and applicable documents shall be sent to:

- General Contractor – certified and regular mail;
- Effected Subcontractor – certified and regular mail;
- DLSE:

Southern California

Division of Labor Standards Enforcement
BOFE- Public Works (1777.5 and 1777.7)
Attention: Lorna Espiritu, Senior Deputy
300 Oceangate, Suite 850
Long Beach, California 90802

Northern California

Division of Labor Standards Enforcement
BOFE- Public Works (1777.5 and 1777.7)
Attention: Sherry Gentry, Senior Deputy
7718 Meaney Avenue
Bakersfield, California 93308

SECTION IX.

NOTIFICATION OF CONTRACTOR AND APPEAL RIGHTS OF PROGRAM ENFORCEMENT ACTION

Notice of Withholding of Contract Payments (NWCP)

After determination of the amount of forfeiture by the Labor Commissioner, the CCMI/Agency shall provide notice of withholding of contract payments to the contractor and subcontractor, if applicable. The notice shall be in writing and shall describe the nature of the violation and the amount of wages, penalties, and forfeitures withheld. Service of the notice shall be completed pursuant to Section 1013 of the Code of Civil Procedure by first-class and certified mail to the contractor and subcontractor, if applicable. Notice to Contractor shall be deemed notice to its performance bond surety. The notice shall advise the contractor and subcontractor, if applicable, of the procedure for obtaining review of the withholding of contract payments. CCMI/Agency shall also serve a copy of the notice by certified mail to any bonding company issuing a bond that secures the payment of wages covered by the notice and to any surety on such bond, if their identities are known to the awarding body. A copy of the Notice of Withholding of Contract Payments (NWCP) to be utilized by the Agency is found as Appendix E to this document.

A. Review of NWCP

1. An affected contractor or subcontractor may obtain review of a NWCP under this chapter by transmitting a written request to the Agency/CCMI that appears on the NCWP within 60 days after service of the NWCP. If no hearing is requested within 60 days after service of the NWCP, the NWCP shall become final.
2. Within ten days following the receipt of the Request for Review, the Agency/CCMI shall complete and serve a Notice of Transmittal on the DIR and the applicable contractor(s). Within 20 days of receipt of the Request for Review, the Agency/CCMI shall provide to the party requesting review and a copy of the Opportunity to Review Evidence. (A copy of the required Notice of Transmittal to be utilized is found as Appendix F to this document. A copy of a Notice of Opportunity to Review Evidence Pursuant to Labor Code Section 1742(b) form is found as Appendix G to this document).
3. Upon receipt of a timely request, a hearing shall be commenced within 90 days before the Director, who shall appoint an impartial hearing officer possessing the qualifications of an administrative law judge pursuant to subdivision (b) of Section 11502 of the Government Code. The appointed hearing officer shall be an employee of the department, but shall not be an employee of the Division of Labor Standards Enforcement. The contractor or subcontractor shall be provided an opportunity to review evidence to be utilized by the Agency at the hearing within 20 days of the receipt of the written request for a hearing. Any evidence obtained by the Agency subsequent to the 20-day cutoff shall be promptly disclosed to the contractor or subcontractor.

The contractor or subcontractor shall have the burden of proving that the basis for the NWCP is incorrect. The NWCP shall be sufficiently detailed to provide fair notice to the contractor or subcontractor of the issues at the hearing.

Pursuant to Labor Code Section 1742.1, there shall be no liability for liquidated damages if the full amount of the assessment or notice, including penalties has been deposited by the contractor with the Department of Industrial Relations within 60 days following service of Notice to Withhold.

Within 45 days of the conclusion of the hearing, the Director shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the Director shall consist of a notice of findings, findings, and an order. This decision shall be served on all parties pursuant to Section 1013 of the Code of Civil Procedure by first-class mail at the last known address of the party on file with the Agency. Within 15 days of the issuance of the decision, the Director may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time. The Director has adopted regulations setting forth procedures for hearings under this subdivision.

4. An affected contractor or subcontractor may obtain review of the decision of the Director by filing a petition for a writ of mandate to the appropriate superior court pursuant to Section 1094.5 of the Code of Civil Procedure within 45 days after service of the decision. If no petition for writ of mandate is filed within 45 days after service of the decision, the order shall become final. If it is claimed in a petition for writ of mandate that the findings are not supported by the evidence, abuse of discretion is established if the court determines that the findings are not supported by substantial evidence in the light of the whole record.
5. A certified copy of a final order may be filed by the Labor Commissioner in the office of the clerk of the superior court in any county in which the affected contractor or subcontractor has property or has or had a place of business. The clerk, immediately upon the filing, shall enter judgment for the state against the person assessed in the amount shown on the certified order.
6. A judgment entered pursuant to this procedure shall bear the same rate of interest and shall have the same effect as other judgments and shall be given the same preference allowed by law on other judgments rendered for claims for taxes. The clerk shall not charge for the service performed by him or her pursuant to this section.
7. This procedure shall provide the exclusive method for review of a NWCP by the Agency to withhold contract payments pursuant to Section 1771.7.

SECTION X

PRIORITY DISTRIBUTION OF FORFEITED SUMS

A. Withholding of Forfeited Sums

CCMI shall assist the Agency in distributing any withheld sums in the following manner:

1. Before making payments to the contractor of money due under a contract for public work, the Agency shall withhold and retain from sums owing Contractor, if any, all amounts required to satisfy the NWCP. The amounts required to satisfy the NWCP shall not be disbursed by the Agency until receipt of a final order that is no longer subject to judicial review.
2. Pending a final order, or the expiration of the time period for seeking review of the Notice of the Withholding, the Agency shall not disburse any contract payments withheld.
3. From the amount recovered, the wage claim shall be satisfied prior to the amount being applied to penalties. If insufficient money is recovered to pay each worker in full, the money shall be prorated among all workers employed on the public works project who are paid less than the prevailing wage rate. Said wages due shall have **PRIORITY** over all Stop Notices filed against the prime contractor.
5. Wages for workers who cannot be located shall be placed in the Industrial Relations Unpaid Fund and held in trust for the workers pursuant to Section 96.7. Penalties shall be paid into the General Fund of the Agency that has enforced this chapter pursuant to Section 1771.7.
6. If insufficient funds are withheld, recovered, or both, to pay each underpaid worker in full, the money shall be prorated among all said underpaid workers.
7. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture or underpayment of wages, and the matter has been resolved without litigation by or against the Labor Commissioner, the Labor Compliance Program shall deposit penalties and forfeitures with the Agency.

Where collection of fines, penalties or forfeitures results from administrative proceedings or court action to which the Labor Commissioner and Agency or its Labor Compliance Program are both parties, the fines, penalties or forfeitures shall be divided between the general funds of the state and the Awarding Body, as the Hearing Officer or court may decide.

All penalties recovered in administrative proceedings or court action brought by or against the Labor Commissioner and to which the Agency or its Labor Compliance Program is not a party, shall be deposited in the general fund of the State.

SECTION XI.

ANNUAL REPORTS AND RECORDKEEPING

A. Annual Report on the Labor Compliance Program to the Director of the Department of Industrial Relations

CCMI shall assist the Agency in submitting to the Director of the Department of Industrial Relations an annual report (LCP-AR1) on the operation of its Labor Compliance Program on or before August 31 (60 days after the close of its fiscal year.). The annual report will contain, as a minimum, the following information:

1. Labor Code violations identified and reported to the Labor Commissioner;
2. The number of public works contracts awarded which require LCP compliance;
3. A summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates; the total amount withheld from money due the contractors; and the total amount recovered by action in any court of competent jurisdiction;
4. A summary of apprenticeship violations;
5. And all other information required as part of the Annual Reporting requirements as required by CCR Title 8 Section 16431.

- B. For each public work project subject to a Labor Compliance Program's enforcement of prevailing wage requirements, a separate, written summary of labor compliance activities and relevant facts pertaining to that particular project shall be maintained. That summary shall demonstrate that reasonable and sufficient efforts have been made to enforce prevailing wage requirements consistent with the practice of the Labor Commissioner. Appendix C following this section provides a suggested format for tracking and monitoring enforcement activities. Compliance records for a project shall be retained until the later of (1) at least one year after the acceptance of the public work or five years after the cessation of all labor on a public work that has not been accepted, or (2) one year after a final decision or judgment in any litigation under Labor Code Section 1742. For purposes of this section, a written summary or report includes information maintained electronically, provided that the summary or report can be printed out in hard copy form or is in an electronic format that (1) can be transmitted by e-mail or compact disk and (2) would be acceptable for the filing of documents in a federal or state court of record within this state.

Revised 01/12/2013



Reference General Manager	Type of Action Approve Agreement and Authorize Task Order No. 1	Board Meeting of September 2, 2014
Subject Trustworthy Electronic Content Management System (CIP 15-A006): Approve Master Agreement and Authorize Task Order No. 1 for Professional Consulting Services with Electronic Image Designers, Inc.		
<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	B. Michalczyk	<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors, by Resolution, 1) approve the Master Agreement for Consulting Services with Electronic Image Designers, Inc., (EID); 2) authorize, by Motion, the General Manager to execute Task Order No. 1 for Professional Consulting Services with Electronic Image Designers, Inc., in an amount not to exceed \$168,960.

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. Implementation will correct serious deficiencies in the District's existing Records Management Program and address management of extensive electronic content.

The Trustworthy Electronic Content Management System (CIP 15-A006) (Project) is expected to begin mid-September as purchase of the Electronic Content Management System (ECMS) software (OnBase) and integration services was approved at the August 19, 2014 Board meeting. Professional consulting services are necessary to assist the District's project team to identify, plan and accomplish the complex technical and administrative processes required to successfully implement and support the ECMS.

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 perform professional consulting services for the District's Records Management Program. Staff sent a Request for Proposal to twelve (12) firms and six (6) submitted proposals. Staff carefully evaluated the proposals and chose four (4) firms to interview. Based on the interviews, proposed approach to work, industry expertise and experience, Electronic Image Designers, Inc., (EID) was selected. EID has completed the District's recent Records Management Program Needs Assessment, and provided assistance to staff to complete the RFP for software vendors and vendor negotiations.

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 Agreement for Consulting Services with supporting vendor proposal 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 checked="" type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$168,960	<input type="checkbox"/> Funding Source A. 310 B. 610 C. 210		Attachments to S&R 1. Task Order No. 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 ELECTRONIC IMAGE DESIGNERS, INC., FOR PROFESSIONAL CONSULTING SERVICES FOR THE TRUSTWORTHY ELECTRONIC CONTENT MANAGEMENT SYSTEM (ECMS) PROJECT (CIP 15-A006)

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 professional consulting services for the Trustworthy Electronic Content Management System project (CIP 15-A006) and has solicited proposals in accordance with Board Resolution No. 14-06; and

WHEREAS, District staff have evaluated professional consulting services proposals, and conducted interviews for said services, and have recommended the selection of Electronic Image Designers, Inc., for providing professional consulting services; and

WHEREAS, District staff have evaluated the need for professional consulting services for future District projects.

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 Dublin San Ramon Services District and Electronic Image Designers, Inc., is hereby approved, and the General Manager and District Secretary are hereby authorized and

Res. No. _____

directed to execute, and to attest thereto, respectively, said agreements for and on behalf of Dublin San Ramon Services District.

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 2nd day of September 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

ATTEST: _____
Nancy G. Hatfield, District Secretary

MASTER AGREEMENT for CONSULTING SERVICES
WITH
Electronic Image Designers, Inc.

THIS AGREEMENT, made and entered into this _____ day of _____, 2014 by and between DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California ("District") and Electronic Image Designers, Inc. ("Consultant"), 4361 Brookglen Street, Moorpark, CA 93021, (805) 529-0600;

WHEREAS, District requires professional Electronic Content Management System Consulting Services for the Trustworthy Electronic Content Management System Project, (CIP 15-A006), (the "Project"); and

WHEREAS, Consultant represents that it is experienced in performing, and uniquely qualified to perform, the professional Electronic Content Management System consulting services necessary for the Project; and

WHEREAS, District desires to engage Consultant for such services; and may require additional professional Electronic Content Management System consulting services from time to time relating to other capital projects of the District.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES. 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 to Consultant and accepted by Consultant. Each such Task Order shall include, but not be limited to: (i) a description of the services to be performed by Consultant, and 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.

Consultant is expressly authorized to continue, complete, and shall be compensated by District for all work authorized, approved and performed, prior to the effective date of this Agreement, under any prior agreement(s) or any Task Orders issued by the District pursuant thereto.

2. COMPENSATION. District shall compensate Consultant for all services performed by Consultant pursuant to Paragraph 1 in an amount equal to Consultant's daily person rates of charge for Consultant's personnel times the number of days, or portions thereof,

of services correspondingly performed by said personnel. Said rates of charge are set forth in Exhibit "A" hereof, attached hereto, and by reference incorporated herein. Said rates may be adjusted, from time to time, upon written approval of the District.

District shall reimburse Consultant for other expenses directly incurred in performing services hereunder, if any, described in Exhibit "A."

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 Task Order issued by the District's General Manager or his or her designated representative and signed by the Consultant.

6. PERIOD OF SERVICE. Unless extended by Task Order, this Master Agreement shall expire on June 30, 2019 .

7. PERFORMANCE STANDARDS. In performing services hereunder, Consultant shall adhere to the standards generally prevailing for the performance of expert 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 the 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.

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, work products, 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 proprietary computer software purchased or developed by Consultant) 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, 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, 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.

10. 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.

11. 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.

12. 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, and Automobile Liability 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:

<u>Insurance Category</u>	<u>Minimum Limits</u>
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 Automobile Liability, Code I (any auto) or another form providing equal or greater coverage

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, 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 commercial general liability and automobile liability 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 certified mail, return receipt requested;
- 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, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement at any time.

13. INDEMNIFICATION. 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 liability, losses, damages, expenses, costs (including, without limitation, costs and fees of litigation) of every nature, kind and description, which may be brought against or suffered or sustained by Indemnities, to the extent caused in whole or in part by the negligence, intentional tortuous acts or omissions, 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 13(a) and 13(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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. INTEGRATION AND MODIFICATION. This Agreement, together with the Compensation Schedule setting forth Consultant's rates and charges and compensable expenses, attached hereto as Exhibit "A," is 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. 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.*

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

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

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

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

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

To Consultant: Robert Blatt, MIT, LIT
Electronic Image Designers, Inc.
4361 Brookglen Street
Moorpark, CA 93021

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

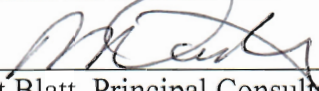
DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency

By _____
Bert Michalczyk, General Manager

Attest:

Nancy G. Hatfield, District Secretary

ELECTRONIC IMAGE DESIGNERS, INC.



Robert Blatt, Principal Consultant

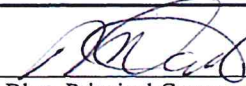
Exhibit A
to Master Agreement for Consulting Services
Consultant Billing Rates

Billing Rates are included in Attachment A to Task Order No. 1

Electronic Image Designers, Inc.
Task Order No. 1 to Agreement dated September 2, 2014

Issue Date:	September 2, 2014
Project Name and Number:	Trustworthy Electronic Content Management System CIP 15-A006
Task Title:	Professional Consulting Services
Project Manager Name & Signature:	Nancy Hatfield _____
Source of Funds:	53% - Regional Replacement (Fund 310) 37% - Water Replacement (Fund 610) 10% - Local Sewer Replacement (Fund 210)
Board Review Committee:	None
Account Number:	15a-006.constr.cip
Authorization Amount:	\$168,960
Purchase Order Number:	TBD
Return Purchase Order to:	Nicole Genzale
Compensation Method:	Time and materials as per Agreement
Completion Date:	June 30, 2016
Insurance Requirements:	As per Agreement; no special requirements
Work Product:	See Attachment "A"
Digital Drawings, if applicable:	Digital files shall be in AutoCAD 2010 or higher drawing format. Drawing units shall be decimal with a precision of 0.00. Angles shall be in decimal degrees with a precision of 0. All objects and entities in layers shall be colored by layer. All layers shall be named in English. Abbreviations are acceptable. All submitted map drawings shall use the Global Coordinate system of USA, California, NAD 83 California State Planes, Zone III, U. S. foot.
Scope of Work:	See Attachment "A"
Economic Disclosure:	<input type="checkbox"/> Required – Need to include Attachment B <input checked="" type="checkbox"/> Not Required Division Manager up to \$25K (_____)
Recommended by:	Senior Manager up to \$50K (_____)

Accepted by:


 Robert Blatt, Principal Consconsultant
 Electronic Image Designers, Inc.

Date

8/25/14

Authorized by:

Bert Michalczyk, General Manager
 Dublin San Ramon Services District

Date



Electronic Image Designers, Inc.

DUBLIN SAN RAMON SERVICES DISTRICT

**IN RELATION TO:
ECM RFI DEVELOPMENT, ISSUANCE,
AND VENDOR RECOMMENDATIONS**

PROJECT PLANNING, VENDOR OVERSIGHT & MANAGEMENT

EID Proposal to DSRSD

Addendum #2 – Project Planning, Vendor Oversight & Management

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1 Executive Project Overview

This detailed statement of work provides information on the Project Oversight project phase. The Project Oversight portion project phase incorporates all the necessary project planning and information collection that will be required by the contracted vendor to begin their design activities and continue through rollout. The first phase of users are anticipated to be online with the new technologies prior to December 2014.

The Project Oversight activities are designed to transfer knowledge to the DSRSD ECM team enabling this group to continue working with the selected technologies for other projects as determined appropriate in a self-sufficient fashion. The approach proposed by EID follows industry standards and best practices in relation to the project steps and activities associated with business process and content management technology analysis and evaluation.

EID will follow various ISO (International Standards Organization) standards and AIIM (Association for Information and Image Management) - International Best Practices and Guidelines as appropriate. Standards identified for this project phase include (others may be identified as the project proceeds):

- **ISO 15801**, *Information stored electronically – legal admissibility and evidential weight*
- **ISO 22957**, *Analysis, Selection, and Implementation of EDMS*
- **ISO 10244**, *Business Process Baseline and Analysis*
- **ISO 14105**, *Change Management for successful EDMS Implementation*
- **AIIM ARP 1 - 2009**

As the project progresses, other ISO and industry standards will be evaluated including, but not limited to:

- **ISO 19005**, *Electronic document file format for long-term preservation -- Part 1: Use of PDF 1.4 (PDF/A-1)*
- **ISO 32000**, *Document management -- Portable document format -- Part 1: PDF 1.7*
- **ISO 12029**, *Document Management - Forms Design Optimization*
- **IOS 12033**, *Document Management - Guidance for Selection of Document Image Compression*
- **ECMA - WfMC** Interface Specifications

EID provides an all-inclusive fixed price bid where EID ensures that all activities required to be completed to properly identify, evaluate, and develop associated documentation is included within this project proposal. This is important as experience has taught us that projects of this nature typically encounter unanticipated activities not specifically documented in the proposal, but which need to be completed. With the EID fixed price bid, all in-scope project activities are included in our proposal, including those not currently specified in the proposal to ensure successful project completion meeting the expectations of DSRSD.

2 Scope of Work

2.1 Project Planning

The initial step in the process is to prepare a detailed project plan and schedule detailing all the necessary activities associated with implementing ECM technologies within an organization. The project plan/schedule will be developed listing all currently identified activities and estimated start/end times, along with beginning to identify which set of resources are required. As the project continues from vendor selection through design, configuration, and rollout, this plan will be updated to ensure the project manager is able to track project progress and pro-actively identify and allocate required internal resources.

DELIVERABLES:

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- 1) **Project plan incorporating change and risk management recommendations**
- 2) **Detailed project schedule to be updated and used throughout project**

2.2 Taxonomy/Classification & Bridge to Retention Schedule

The classification and organization of documents both currently and anticipated after technology implementation is critical to the successful implement of ECM technologies. As the taxonomy work begins, it will be important to create the necessary linkage between the record series and the taxonomy allowing for the creation of a system that does not require the users manually enter retention periods during any document indexing process(es). To prepare the taxonomy, EID will meet and work with representatives from each group, gathering information such as:

- Current filing methodologies and organization
- Document classifications from the processing perspective
- Volumes and retention requirements
- Identification of required document indexing schemes
- How documents are received, created, and/or copied, processed, & filed
- Processing and filing related metrics associated with processes that are candidates for workflow consideration (only where appropriate)

This information will be collated into a set of structures demonstrating how the information is currently organized and how this information should be organized within the ECM environment. It is important to note that as the document taxonomy/classification process continues that users will update the information as appropriate ensuring that all information is properly organized and users are able to quickly identify and retrieve required information.

DELIVERABLES:

- 3) **Document Taxonomy/Classification**

2.3 Data Consolidation and Migration Planning

A critical aspect of any project is associated with the conversion and/or migration of existing content, both paper and electronic. The EID team will meet with DSRSD identified “process owners” that can represent each department through the vendor selection process into the data consideration/migration planning. These users will participate in the review related to how each group currently organizes both the electronic and paper information received and created. This information will be used to create a departmental wide taxonomy along with having user “buy-in”.

During the examination (much information collected here is used during the taxonomy process which is occurring simultaneously) additional information is collected associated with various methods of consolidation and migration approaches. During these discussions, the user team and the DSRSD ECM team will work together under the guidance of the project oversight resource to prepare an actionable plan that would be used to begin the “clean-up” phase (getting users to begin removing old info no longer required, copies, etc.) and know how else to prepare for the migration to the ECM environment when rolled out to the users.

DELIVERABLES:

- 4) **Data Consolidation & Migration Planning Document**

2.4 Records Management Policies & Other Identified Policies/Procedures

EID will review existing business policies and develop others to be incorporated into the Business Practices documentation so there is an overall consistent and comprehensive approach in place for all the DSRSD

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policies involving electronically stored information. Specifically, policies to be reviewed or drafted include:

➤ **Document retention plan**

EID will review the existing policy to suggest changes to address ECM system process changes and recommend alternatives for ensuring it is consistent with other policies that may impact overall goals for storing electronic information (ie: email retention and usage policy, discovery response policy, disaster recovery plans, computer usage policy and confidentiality policies, etc.)

➤ **Document Taxonomy Retention bridge**

EID will review the current document retention schedule and work with identified DSRSD management to determine business needs that are consistent with statutory obligations and incorporate into the suggested changes for the retention schedule. The existing retention schedule periods will be incorporated into the document taxonomy to form a bridge that will form the foundation for automating the retention periods in the ECM system.

➤ **Email retention and usage policy**

Develop draft email retention and usage policy taking into consideration current e-discovery and public records act laws, as well as existing business practices related to email usage. The policy will be designed to provide users overall guidance as to the types of emails to be retained within the ECM system and provide general retention guidelines for non-ECM stored emails.

➤ **Business Practice Documentation**

The Business practices document, which cohesively pulls together the user procedures, will be developed and prepared by EID after all the policies and procedures identified above are completed. The individual core policies and procedures will be developed by DSRSD with the assistance of the selected vendor through the creation of user guides and documentation. The base structure of the business practices document will be prepared following ISO 15801 and ANSI/AIIM ARP 1 - 2009 guidelines. This document upon completion will be presented to DSRSD Senior Management for review and approval. This document will contain sufficient information to enable the organization to authenticate or certify that information contained within the digital system is accurate, reliable, and trustworthy. Information which should be contained, but not limited to, include:

- Description of how information will be imported/scanned, indexed, and verified;
- Description of how the system will be secured from unauthorized access;
- Description of how documents will be secured from unauthorized modification or alternation;
- Description of how authorized modification of documents will be managed, including audit trail information and the ability to retrieve any previous document version required to be maintained;
- Description of how notes and annotations (if any) will be stored and managed, if they are a part of the business record;
- Description of how all ECM policies and procedures will be followed;
- Description of how the system will adhere to the published records retention schedule;

All personnel using the existing imaging system should follow this document. As changes to the system are implemented, this document should also be updated to reflect system modifications. Changes to this document should be clearly marked to denote when the change took effect and what areas were affected.

➤ **Digital Signature**

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EID will prepare a draft digital signature policy identifying appropriate usage of digital signatures within DSRSD.

- **Business Policies associated with document versioning.**
Policies addressing when document versioning should be used, who has the rights to see versions, how many earlier versions should be maintained need to be addressed in a consistent manner throughout the organization. Creation of a policy setting forth the general agreed upon principals will be needed to ensure that users know how to handle versions of documents created, for example, throughout the lifecycle of a project.
- **Wireless Connectivity Policy**
Establishing and documenting a protocol for when field offices may create wireless networks, how and whether staff should use wireless connectivity when traveling and under what circumstances will complement data security policies. Without established guidelines, individual offices and users are left to determine whether the use of wireless connections is permitted, secure and appropriate for transmittal of DSRSD information.
- **Data Security/Confidentiality Policy**
Policies identifying the appropriate use of DSRSD information should be established. The Data Security/Confidentiality Policy would provide users guidance on under what circumstances they may remove information from the DSRSD offices, how it should be communicated (not through unsecured email accounts), how remote connections should be established, etc.
- **Use of personal storage media**
Identifying what type of storage media may transport DSRSD information and under what circumstances should be developed in conjunction with a Data Security/Confidentiality Policy. For example, approvals and permissions may be required to download any information onto DVD media, a flash drive, or other media; encryption may be required for certain information; or only company supplied and encrypted flash drives or hard drives may be used.
- **Other policies**
EID will review and coordinate other policies such as disaster recovery, IT back-up schedules, computer usage, confidentiality and others as identified to identify how they may impact overall handling and treatment of DSRSD's electronically stored information and suggest changes for consistency as appropriate. It may be appropriate to develop a Discovery Response Plan with data mapping to establish guidelines for identifying and producing information in response to regulatory or legal proceedings. If determined to be appropriate, EID will assist.
- **Develop and deliver training materials for document retention plan/schedule, email usage and retention policy and discovery response plan**
After the policies have been finalized and adopted by DSRSD, EID would develop a multi-phase/year training plan to assist DSRSD in ongoing training for existing and new staff to ensure that DSRSD staff members are fully aware of the policies. EID would also provide DSRSD with training materials on these policies suitable for DSRSD to conduct trainings for its employees.

DELIVERABLES:

- 5) **Expand document taxonomy/classification to incorporate updated records management schedule/policy**
- 6) **Digital Signature Policies**
- 7) **Wireless Connectivity Policy**
- 8) **Data Security/Confidentiality Policy**
- 9) **Email Retention & Usage Policy**
- 10) **Use of Personal Storage Media Policy**

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11) Business Practices Document

12) Develop and deliver Training Materials on Policies

2.5 Project Oversight

To ensure that all aspects of the vendor activities comply with relevant industry standards and meet the needs of DSRSD, EID will work closely with the vendor and DSRSD through all facets of the design, testing, and implementation project phases.

As the vendor collects all the technical information they will need to prepare the system/configuration documentation, EID will work closely with the selected vendor and DSRSD to ensure all technology components are incorporated as anticipated and that the system design/configuration is complete and meet all the technical requirements identified in the RFP and the vendor statement of work.

EID will perform detailed functional testing as each module/component of the system is configured and passes vendor unit testing. After the EID team has fully tested each portion of the system, EID will work with the internal client team to perform functional testing. Along with the functional testing, EID will work closely with IT and selected users to execute performance and load testing. The load and performance testing which will require IT resources to identify any performance issues that are not ECM related and users will need to be involved to ensure the system will operate as anticipated. EID will work closely with the team and the selected vendor to identify any system related issues so that when fully implemented, the system does not adversely impact the client network structure.

Specifically, for each project activity and phase, the EID team will work with the selected vendor and DSRSD throughout the **entire** design and implementation project phases:

- Guide the design teams to ensure configured system meets user and organizational needs and requirements;
- Test the product configuration prior to installation;
- Develop a user acceptance plan;
- Work with DSRSD to finalize detailed business practices documentation

EID will conduct specific activities including, but not limited to:

- Work with selected vendor to oversee system design, customization and configuration while providing oversight following industry best practices and standards.
- Assist the client to manage the selected vendor team as necessary through monitoring and tracking of relevant project activities and providing ECM subject matter expertise
- Fully test all aspects of the solution ensuring users are able to test functionality, and not forced to perform all of the technical testing.

DELIVERABLES:

13) Evaluate/Monitor system design and project planning activities

14) Fully test all aspects of the designed system

15) Review and oversee initial user training activities

16) Finalize Business Practice Documentation

2.5.1 Preparation for Solution rollout into Implementation

As the ECM solution is configured and customized to meet the documented needs and requirements, the EID team will begin internal testing to ensure the system can be accessed by the selected DSRSD champion users to begin functional testing. The purpose of the "pre-test" is for the EID team to fully "exercise" all

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aspects of the system on a system level, to ensure all aspects of the system are configured and operate as anticipated. This "Pre-Test" is the last full system test prior to beginning the user acceptance testing process.

The user acceptance testing (UAT) process will be used by EID and the client team to verify that all components have been installed and configured as documented in the vendor design document that was reviewed and approved during the early stages of the project. The functional testing portion of the process will ensure the system operates as expected while eliminating testing time to resolve programming/configuration issues. Programming/configuration testing will be performed by EID as the selected vendor indicates the completion of their unit/system testing.

The result of this test will be either full acceptance by the client that the configured/installed solution meets all expectations and requirements or identification of components that need to be reconfigured. In the event components require reconfiguration, those portions of the UAT will be re-executed prior to acceptance of the installed solution by the client.

The UAT will be completed during the actual testing by representatives from EID, the client and the vendor and upon completion a summary report detailing any deficiencies or the result of the test will be prepared. This report will be a summary of the activities performed and the results along with the detailed testing and cross functional tables used to perform the tests.

EID will conduct specific activities including, but not limited to:

- Develop a user acceptance test script
- Execute with DSRSD the acceptance test scripts
- Work with selected vendor to ensure proper end-user training
- Work with selected vendor to ensure proper end-user support and technical support
- Assist in preparing staff to independently demonstrate proficiency in following the procedures to capture, classify, index, store, retrieve and distribute documents using the selected ECM solution

DELIVERABLES:

- 17) Fully develop user acceptance testing matrix**
- 18) Verify solution configuration and fully Pre-Test**
- 19) Complete User Acceptance Testing**

2.5.2 Vendor Management and Reporting

The Vendor Management includes all activities required to ensure successful completion of all necessary project activities within the proposed project budget and timeframes. Vendor Oversight/Management activities include periodic status reports, team organization and management, and technical direction ensuring the completion of all project activities meeting client needs and requirements.

Throughout the process there will be the need to have meetings with management and other individuals to present information gathered, and review project status and progress. These meetings along with site visits to discuss specific project related issues will occur as required by client.

While some clients request EID to "own" the overall project status, this proposal has been prepared under the assumption that client will provide a project manager who will ensure the project follows IT procedures. The integrator will be responsible for their internal team, ensure that the vendor work is perform as expected and all deliverables are completed as identified in the project plan/schedule. The monthly progress report submitted to the Executive Sponsor by the 15th of each month will be an overall status report incorporating the vendor report on completed activities, issues that arose during the reporting period, and upcoming activities.

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EID will work closely with the project manager to oversee project schedules, deliverables, and issues identification/resolution. Project budget related issues remain the responsibility of the project manager, but EID will work closely with the project manager to ensure the project remains on schedule and on budget. Activities that the vendor identifies as being out of scope will be reviewed and discussed with the project manager, and if all parties are in agreement, EID will ensure the selected vendor incorporates the additional items into the project plan and updated as appropriate. The vendor will be responsible for providing weekly updates to project oversight, via conference call and/or onsite meetings, as appropriate without adversely impacting client activities. EID will incorporate this information into a single monthly status report to the project manager.

DELIVERABLES:

20) Monthly EID Progress and Project/Vendor Oversight Reports

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3 Milestones & Payment Terms

The following items are project milestones, charges and associated contractual payment terms for this project phase.

3.1 Services Related Charges

Estimated costs for all project activities are noted below in Table 1 – Project Milestones/Estimates.

Table 1 – Project Milestones/Estimates

Project Oversight, Records Consulting, and vendor selection activities	# of Person Days	Daily person – day Rate	Est. Costs	Total Discounted Costs
Project Planning				
Project Schedule	3	\$1,500	\$4,500	\$3,960
Project Plan (risk, comm, change)	10	\$1,500	\$15,000	\$13,200
Records/Policies Creation/Update				
Digital Signature Policies	3	\$1,500	\$4,500	\$3,960
Business Practices Document	10	\$1,500	\$15,000	\$13,200
Wireless Connectivity Policy	2	\$1,500	\$3,000	\$2,640
Email Retention & Usage Policy	2	\$1,500	\$3,000	\$2,640
Data Security/ Confidentiality Policy	2	\$1,500	\$3,000	\$2,640
Use of Personal Storage Media Policy	2	\$1,500	\$3,000	\$2,640
Develop and deliver Training Materials on Policies	5	\$1,500	\$7,500	\$6,600
Document Taxonomy Retention Bridge Creation	5	\$1,500	\$7,500	\$6,600
Project Oversight (8)				
Project Oversight Reporting and Vendor Management	20	\$1,500	\$30,000	\$26,400
Detailed Taxonomy/Classification	25	\$1,500	\$37,500	\$33,000
Data Consolidation & Migration Planning Document	10	\$1,500	\$15,000	\$13,200
Design Session Participation (D/L Svc's & Basic W/F)	10	\$1,500	\$15,000	\$13,200
Doc Lib Services etc Design Document Review	5	\$1,500	\$7,500	\$6,600
Rollout Planning	5	\$1,500	\$7,500	\$6,600
Unit/System Testing	10	\$1,500	\$15,000	\$13,200
UAT and Traceability Matrix	10	\$1,500	\$15,000	\$13,200
UAT Execution	2	\$1,500	\$3,000	\$2,640
Totals	128	N/A	\$192,000	\$168,960

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3.2 *Payment Terms*

This is a fixed price agreement and each activity does not necessarily include "hard-deliverables", EID shall issue a monthly invoice submitted with an updated spreadsheet showing expended and remaining estimated time for each detailed activity.

All payments are due within 30 calendar days of receipt. If client submitting electronic payments, EID will provide the client necessary bank information, otherwise all payments should be mailed to the address on the invoice.

4 Terms and conditions

As this is a proposed amendment to the current EID contract, EID proposes that all prior terms and conditions apply to this amendment.



Reference General Manager	Type of Action Approve Amendments	Board Meeting of September 2, 2014
Subject Approve Amendment No. 3 to Personal Services Agreement between Rhodora N. Biagtan and Dublin San Ramon Services District, Amendment No. 4 to Personal Services Agreement between John J. Archer and Dublin San Ramon Services District, and Amendment No. 4 to Personal Services Agreement between Michelle L. Gallardo and Dublin San Ramon Services District		
<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
		B. Michalczyk
		<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors approve, by separate Resolutions (3), Amendment No. 3 to Personal Services Agreement between Rhodora N. Biagtan and Dublin San Ramon Services District, Amendment No. 4 to Personal Services Agreement between John J. Archer and Dublin San Ramon Services District, and Amendment No. 4 to Personal Services Agreement between Michelle L. Gallardo and Dublin San Ramon Services District, extending the term of each Personal Services Agreement (PSA) through December 31, 2014.

Summary:

The District entered into PSAs with Michelle Gallardo in July 2013, John Archer in October 2013 and Rhodora Biagtan in November 2013. Under each PSA, Ms. Biagtan was appointed to the position of Interim Engineering Services Manager, Mr. Archer was appointed to the position of Interim Financial Services Manager, and Ms. Gallardo was appointed to the position of Interim Organizational Services Manager. These appointments were of an interim nature and currently extend through September 30, 2014. The duration of these appointments were thought to be sufficient to allow time for the District to consider its departmental organizational structure and to undertake a recruitment process to fill the positions permanently. In January, 2014 the Governor declared a State of Emergency related to the drought which set in motion a great deal of internal and external activity at the District to prepare for summer-time water use curtailments. That effort necessitated temporarily putting on hold the efforts to reorganize and recruit.

The revised term of the agreement is the only change; all other provisions remain unchanged. However, in terms of costs, the District would continue to enjoy salary and benefit savings as compared to the salary and benefit package of the prior Organizational Services Manager. While Ms. Biagtan, Mr. Archer and Ms. Gallardo fill these positions on an interim basis, the District also continues to operate with one less employee in each Department, thus saving additional costs. In total, the savings associated with these appointments are estimated to be \$166,530 over the course of the three month extension of the term.

A separate resolution has been prepared for each individual interim manager as noted above.

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 \$166,530 Savings	<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
APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 3 TO THE AGREEMENT
FOR PERSONAL SERVICES BETWEEN RHODORA N. BIAGTAN AND DUBLIN SAN RAMON
SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 53-13 adopted November 19, 2013, this Board approved and authorized execution of an agreement for personal services with Rhodora N. Biagtan as Interim Engineering Services Manager (“The Agreement”); and

WHEREAS, pursuant to Resolution No. 3-14 adopted February 4, 2014, this Board approved and authorized execution of Amendment No. 1 to the Agreement for personal services with Rhodora N. Biagtan (“Amendment No. 1”); and

WHEREAS, pursuant to Resolution No. 17-14 adopted April 1, 2014, this Board approved and authorized execution of Amendment No. 2 to the Agreement for personal services with Rhodora N. Biagtan (“Amendment No. 2”); and

WHEREAS, the District and Rhodora N. Biagtan desire to extend the term of the Agreement through December 31, 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:

That certain Agreement titled, “Amendment No. 3 to the Agreement for Personal Services between Rhodora N. Biagtan and Dublin San Ramon Services District,” a copy of which is attached hereto, marked Exhibit “A,” and by this reference incorporated herein, is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the District.

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 2nd day of September 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

Attest:

Nancy Gamble Hatfield, District Secretary

**AMENDMENT NO. 3 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN RHODORA N. BIAGTAN AND DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT to the Agreement for Personal Services between Rhodora N. Biagtan (“Manager”) and Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 2nd day of September, 2014.

WITNESSETH:

WHEREAS, the parties heretofore entered into an Agreement for Personal Services dated November 11, 2013 (the “Agreement”) under which Manager has provided services for District; and

WHEREAS, the parties heretofore have entered into Amendment No. 1 to the Agreement dated February 4, 2014 (herein referred to as “Amendment No. 1”); and

WHEREAS, the parties heretofore have entered into Amendment No. 2 to the Agreement dated April 1, 2014 (herein referred to as “Amendment No. 2”); and

WHEREAS, the District and Manager desire to extend the term of the Agreement through December 31, 2014.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Beginning on the effective date of the AMENDMENT NO. 3 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN RHODORA N. BIAGTAN AND THE DUBLIN SAN RAMON SERVICES DISTRICT, Article 11 – TERM – of the Agreement, as amended, is hereby revised in its entirety as follows:

The term of this Agreement shall be through and including December 31, 2014 subject to the provisions of Section 5 - Termination.

Article 2: After execution, this Amendment No. 3 shall become effective on September 2, 2014.

Article 3: In all other respects the Agreement, as amended, shall remain in full force and effect.

WITNESS WHEREOF, the District and Manager hereto have executed this Amendment No. 3 as of the Effective Date.

DUBLIN SAN RAMON SERVICES DISTRICT,

A public agency of the State of California

By: _____
Bert L. Michalczyk, General Manager

Attest: _____
Nancy G. Hatfield, District Secretary

By: _____
Rhodora N. Biagtan

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 4 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN JOHN J. ARCHER AND DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 44-13 adopted October 15, 2013, this Board approved and authorized execution of an agreement for personal services with John J. Archer as Interim Financial Services Manager (“The Agreement”); and

WHEREAS, pursuant to Resolution No. 51-13 adopted November 19, 2013, this Board approved and authorized execution of Amendment No. 1 to the Agreement for personal services with John J. Archer (“Amendment No. 1”); and

WHEREAS, pursuant to Resolution No. 5-14 adopted February 4, 2014, this Board approved and authorized execution of Amendment No. 2 to the Agreement for personal services with John J. Archer (“Amendment No. 2”); and

WHEREAS, pursuant to Resolution No. 18-14 adopted April 1, 2014, this Board approved and authorized execution of Amendment No. 3 to the Agreement for personal services with John J. Archer (“Amendment No. 3”); and

WHEREAS, the District and John. J. Archer desire to extend the term of the Agreement through December 31, 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:

That certain Agreement titled, “Amendment No. 4 to the Agreement for Personal Services between John J. Archer and Dublin San Ramon Services District,” a copy of which is attached hereto, marked Exhibit “A,” and by this reference incorporated herein, is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the 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 2nd day of September 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

Attest:

Nancy Gamble Hatfield, District Secretary

**AMENDMENT NO. 4 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN JOHN J. ARCHER AND DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT to the Agreement for Personal Services between John J. Archer (“Manager”) and Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 2nd day of September, 2014.

WITNESSETH:

WHEREAS, the parties heretofore entered into an Agreement for Personal Services dated October 18, 2013 (the “Agreement”) under which Manager has provided services for District; and

WHEREAS, the parties heretofore have entered into Amendment No. 1 to the Agreement dated November 19, 2013 (herein referred to as “Amendment No. 1”); and

WHEREAS, the parties heretofore have entered into Amendment No. 2 to the Agreement dated February 4, 2014 (herein referred to as “Amendment No. 2”); and

WHEREAS, the parties heretofore have entered into Amendment No. 3 to the Agreement dated April 1, 2014 (herein referred to as “Amendment No. 3”); and

WHEREAS, the District and Manager desire to extend the term of the Agreement through December 31, 2014.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Beginning on the effective date of the AMENDMENT NO. 4 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN JOHN J. ARCHER AND THE DUBLIN SAN RAMON SERVICES DISTRICT, Article 11 – TERM – of the Agreement, as amended, is hereby revised in its entirety as follows:

The term of this Agreement shall be through and including December 31, 2014 subject to the provisions of Section 5 - Termination.

Article 2: After execution, this Amendment No. 4 shall become effective on September 2, 2014.

Article 3: In all other respects the Agreement, as amended, shall remain in full force and effect.

WITNESS WHEREOF, the District and Manager hereto have executed this Amendment No. 4 as of the Effective Date.

DUBLIN SAN RAMON SERVICES DISTRICT,

A public agency of the State of California

By: _____
Bert L. Michalczyk, General Manager

Attest: _____
Nancy G. Hatfield, District Secretary

By: _____
John J. Archer

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AMENDMENT NO. 4 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN MICHELLE L. GALLARDO AND DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 33-13 adopted July 16, 2013, this Board approved and authorized execution of an agreement for personal services with Michelle L. Gallardo as Interim Organizational Services Manager (“The Agreement”); and

WHEREAS, pursuant to Resolution No. 52-13 adopted November 19, 2013, this Board approved and authorized execution of Amendment No. 1 to the Agreement for personal services with Michelle L. Gallardo (“Amendment No. 1”); and

WHEREAS, pursuant to Resolution No. 6-14 adopted February 4, 2014, this Board approved and authorized execution of Amendment No. 2 to the Agreement for personal services with Michelle L. Gallardo (“Amendment No. 2”); and

WHEREAS, pursuant to Resolution No. 19-14 adopted April 1, 2014, this Board approved and authorized execution of Amendment No. 3 to the Agreement for personal services with Michelle L. Gallardo (“Amendment No. 3”); and

WHEREAS, the District and Michelle L. Gallardo desire to extend the term of the Agreement through December 31, 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:

That certain Agreement titled, “Amendment No. 4 to the Agreement for Personal Services between Michelle L. Gallardo and Dublin San Ramon Services District,” a copy of which is attached hereto, marked Exhibit “A,” and by this reference incorporated herein, is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the 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 2nd day of September 2014, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian M. Vonheeder-Leopold, President

Attest:

Nancy Gamble Hatfield, District Secretary

H:\Board\2014\09-02-14\SrMgr PSA Extension Amend\SrMgr PSA Amend 4 Gallardo Res.docx

**AMENDMENT NO. 4 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN MICHELLE L. GALLARDO AND DUBLIN SAN RAMON SERVICES
DISTRICT**

THIS AMENDMENT to the Agreement for Personal Services between Michelle L. Gallardo (“Manager”) and Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 2nd day of September, 2014.

WITNESSETH:

WHEREAS, the parties heretofore entered into an Agreement for Personal Services dated July 9, 2013 (the “Agreement”) under which Manager has provided services for District; and

WHEREAS, the parties heretofore have entered into Amendment No. 1 to the Agreement dated November 19, 2013 (herein referred to as “Amendment No. 1”); and

WHEREAS, the parties heretofore have entered into Amendment No. 2 to the Agreement dated February 4, 2014 (herein referred to as “Amendment No. 2”); and

WHEREAS, the parties heretofore have entered into Amendment No. 3 to the Agreement dated April 1, 2014 (herein referred to as “Amendment No. 3”); and

WHEREAS, the District and Manager desire to extend the term of the Agreement through December 31, 2014.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Beginning on the effective date of the AMENDMENT NO. 4 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN MICHELLE L. GALLARDO AND THE DUBLIN SAN RAMON SERVICES DISTRICT, Article 11 – TERM – of the Agreement, as amended, is hereby revised in its entirety as follows:

The term of this Agreement shall be through and including December 31, 2014 subject to the provisions of Section 5 - Termination.

Article 2: After execution, this Amendment No. 4 shall become effective on September 2, 2014.

Article 3: In all other respects the Agreement, as amended, shall remain in full force and effect.

WITNESS WHEREOF, the District and Manager hereto have executed this Amendment No. 4 as of the Effective Date.

DUBLIN SAN RAMON SERVICES DISTRICT,
A public agency of the State of California

By: _____
Bert L. Michalczyk, General Manager

Attest: _____
Nancy G. Hatfield, District Secretary

By: _____
Michelle L. Gallardo



Reference Operations Manager	Type of Action Cast District Ballot	Board Meeting of September 2, 2014
Subject Approve Casting the District Vote in the California Urban Water Conservation Council (CUWCC) 2014 Ballot to Revise the Bylaws from the Body of the Memorandum of Understanding (MOU) regarding Water Conservation		
<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	D. Gallagher	<input type="checkbox"/> Board Member

Recommendation:

The Operations Manager recommends the Board of Directors approve, by Motion, the casting of the District's vote to accept and approve a number of changes to the bylaws of the California Urban Water Conservation Council (CUWCC). Only a single yes or no vote is allowed.

Summary:

The California Urban Water Conservation Council (CUWCC) is in the process of revising and updating various aspects of the bylaws that govern how the organization conducts its business. Some of the changes are necessary to ensure that the CUWCC remains in compliance with California non-profit corporation law. Some of the changes eliminate ambiguity and clarify the roles of certain non-voting members. In accordance with District Board policy for the casting of the District's vote on ballots of this sort, this is considered a "Substantial" matter because the proposed changes are to the organization's bylaws. As such, the Board is called upon to make a decision as how to cast the District's vote.

The ballot offers two choices:

- "Yes" (approves all of the proposed changes); or
- "No" (rejects all of the proposed changes)

The ballot and associated material received related to this matter is attached.

The staff recommendation to cast the District's ballot in favor of the proposed changes is based on the following:

- The proposed changes are primarily administrative and do not appear to negatively impact the District in any way;
- Some of the changes are required by law for the organization to retain its status as non-profit;
- The changes will eliminate proxy voting, which the District has not utilized much, if at all, in the past;
- The CUWCC has long allowed the past president, secretary/treasurer, and others to participate in Board meetings and it was never quite clear to those observing these meetings whether such members could vote or if their votes counted, so these changes will clarify that such members are strictly non-voting;
- One change revises the definition of "voting member" to include only those Group 1 or Group 2 members that paid their annual dues at the time the vote is taken.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR DPG	DEPARTMENT Operations	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"/> \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. CUWCC Official MOU Revision Ballot September 2014 with a letter addressed to Rhodora Biagtan 2. CUWCC Proposed Revisions to the Bylaws			

DCRSO AUG21'14PM 1:27

August 18, 2014

Ms. Rhodora Biagtan
Dublin San Ramon Services District
7399 Johnson Drive
Pleasanton, CA 94588

Dear Ms. Biagtan:

Enclosed you will find a ballot for the proposed changes to the Bylaws from the body of the Memorandum of Understanding Regarding Water Conservation in California (MOU) Exhibit 5.

In 2013, the California Urban Water Conservation Council's (CUWCC) Board of Directors established a Bylaws Committee to review the MOU Bylaws. The goals of the Committee were to:

- Ensure the Bylaws were in full compliance with California non-profit corporation law; and
- Ensure the Council maintains its current structure; improve clarity and consistency; and
- Identify benefits of Full Membership.

Since then, the Council has engaged with outside counsel to ensure compliance with California law. The Bylaws Committee proposed a variety of changes that outside counsel recommended in order to achieve full compliance.

The first set of proposed changes clarifies key definitions as defined in Section 1.05. The changes eliminate ambiguity throughout the Bylaws by eliminating the terms "member" or "members" when unmodified, and add additional definitions to further clarify the distinctions between "Signatory" members, "Voting" members, and "Full members."

The second set of proposed changes in Section 7 assure legal compliance. These include the elimination of proxy voting by Council Directors, and the elimination of 'non-voting' Directors. The proposed definition changes directly address these issues while maintaining the Council's current structure.

The third set of proposed changes clarifies Council Membership "Privileges and Benefits"; ensuring current Group 1 and Group 2 Signatory Members continue to receive voting rights when applicable.

The actual language for the proposed changes can be found on the CUWCC website. From the home page choose the link to the MOU revision proposal:

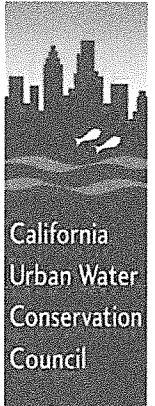
<http://www.cuwcc.org/News/Member-News/mou-revision-proposal-61275>

On behalf of the Board of Directors, which voted unanimously to support this ballot measure, I encourage you to vote yes.

Sincerely,



Fiona Sanchez
Chair



716 10th Street
Suite 200
Sacramento
California 95814

Phone
916/ 552-5885
Fax
916/ 552-5877

www.cuwcc.org

Organization Name

Primary Contact Signature

Primary Contact Print

California Urban Water Conservation Council MOU Revision Ballot September 2014

Ballot Process

- Fax or mail in vote deadline: 5:00 pm, Tuesday, September 16, 2014. Fax to 916-552-5877 or mail to Council Office, 716 10th St., Suite 200, Sacramento, CA 95814
- Ballots not received by mail or fax may be submitted in person during the September 17 Plenary, at the West Sacramento Galleria City Hall, 1110 West Capitol Ave, West Sacramento, CA
- The summary paragraph below is for purpose of the ballot. The actual language for the proposed changes can be found on the Council website. From the home page choose the links to the Bylaws revisions proposals. On that page, you can also find memoranda from Council staff and the Bylaws Committee supporting the recommendations adopted by the Board.
- Changes in Bylaws require simple majorities of both Group 1 and Group 2.
- The vote below is on the entire package of proposed changes, not on individual elements.

Proposed Changes – MOU Exhibit 5: Bylaws

1. In current Article 1, Section 1.05 –
 - Modify all uses of the term “member” or “members” to one of the following three terms: 1) Signatory; 2) Voting; or 3) Full. In addition, eliminate the terms “Council member(s)” (with one exception) and “Signatory Organization.”
 - To further clarify the distinctions between “Signatory” members, “Voting” members, and “Full members, add the terms “Applicant,” “Council Privileges and Benefits,” and “Group 1 Signatory Member,” “Group 2 Signatory Member,” and “Group 3 Signatory Member.”
 - Delete entirely the current definition of “Board of Directors.”
 - Revise the definition of “Voting Member” to include only those Group 1 and Group 2 members who have paid their annual assessments at the time a vote is taken at a Plenary Meeting.
2. In current Article VII, Section 7.12 –
 - Eliminate proxy voting by Board members.
3. In current Article VII, Section 7.02(a) –
 - Convert the non-voting “ex officio” Board members (Reclamation; DWR; and immediate past president) into non-voting “Special Advisors to the Board.”
 - Convert the non-voting Group 3 Board members into non-voting “Special Advisors to the Board.”
 - Clarify the Council’s Secretary/Treasurer is not a voting member of the Board
4. In current Section 10.01 –
 - Create a Group 3 Members Committee to nominate, for Board approval, both the Group 3 Special Advisors to the Board and the Council’s Secretary/Treasurer.
5. Throughout the Bylaws –
 - Make all changes necessary to conform the remaining bylaws to the changes noted above.

☐ Yes

☐ No

Please note: If the Proposal is adopted by the membership, the page numbers of revised MOU will be updated as necessary.

Plenary Meeting
June 18, 2014
Proposed Bylaws Revisions

Proposed Revisions to the Bylaws to Ensure Full Legal Compliance

As Amended on September 17, 2014

BYLAWS

OF

California Urban Water Conservation Council,

a California Nonprofit Public Benefit Corporation

ARTICLE I

Recitals and Definitions

Section 1.01. Name of Corporation. The name of this corporation shall be California Urban Water Conservation Council. In the balance of these Bylaws, the corporation shall be referred to as the "Council."

Section 1.02. The Council Is Nonprofit. The Council has been formed pursuant to the California Nonprofit Corporation Law as a California nonprofit public benefit corporation.

Section 1.03. Specific Purpose. The specific and primary purpose of the Council is to implement the MOU, as defined in Section 1.05(c), below, which has been executed by and among Signatory Members comprised of the water suppliers, public advocacy organizations and other interested groups that are more particularly described in Section 3.01, below. Without limiting the foregoing, the Council shall make formal reports to the State Water Resources Control Board and to the governing bodies of all Signatory Members. Such reports shall include a formal annual written report. Other reports, such as status reports and periodic updates, may be prepared as deemed appropriate by the Council.

Section 1.04. Restrictions. All policies and activities of the Council shall be consistent with and limited by the MOU and shall also be consistent with: (a) applicable federal, state and local antitrust and trade regulation laws; (b) applicable tax-exemption requirements, including the requirement that no part of the Council's net earnings inure to the benefit of any private individual; and (c) all other legal requirements including, but not limited to, the California Nonprofit Corporation Law under which the Council is incorporated and to which its operations are subject, as amended from time to time.

Section 1.05. Defined Terms. The following terms shall, when used in these Bylaws, have the following meanings:

- (a) Applicant means and refers to an organization or an individual who has formally applied to become a Council Signatory Member pursuant to Section 3.02 and whose application remains subject to ratification by Voting Members.
- (b) Chair of the Board and Vice Chair mean and refer to the persons who, from time to time, occupy those officer positions that are analogous to the positions of Chair and Vice Chair of a nonprofit corporate board. The Chair of the Board and Vice Chair shall have the duties and responsibilities more particularly defined in Section 9.05.
- (c) Council means and refers to the California Urban Water Conservation Council.

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- (d) Council Privileges and Benefits means and refers to those services, products, advantages and other matters offered, from time to time, by the Council to its Full Members. The Council shall maintain at its office a current list of such Privileges and Benefits and post it on its website. At any time, the Council Board of Directors may direct Council staff to add, delete, or modify the list of Privileges and Benefits.
- (e) Full Member means and refers to a Signatory Member that has paid in full its current annual assessment, as set out in Section 11.01. Only a Full Member is entitled to Council Privileges and Benefits. The Council shall maintain at its office a current list of such Privileges and Benefits and post it on its website. At any time, the Council Board of Directors may direct Council staff to add, delete, or modify the list of Privileges and Benefits.
- (f) MOU means and refers to the Memorandum of Understanding Regarding Urban Water Conservation in California, originally dated September 1991, and as the MOU has been amended from time to time.
- (g) Plenary Meeting means and refers to a meeting of the Council Signatory Members (see Article V, below).
- (g) Signatory Member means and refers to an organization or, for certain Group 3 Signatory Members, an individual that has signed the MOU and has been accepted for membership in accordance with Section 3.02. Upon acceptance for membership, all Signatory Members are assigned to one of the three group classifications of membership more particularly defined in Section 3.03. These three groups are:
 - (1) Group 1 Signatory Member means and refers to an organization that is described in Section 3.03 (a).
 - (2) Group 2 Signatory Member means and refers to an organization that is described in Section 3.03 (b).
 - (3) Group 3 Signatory Member means and refers to an organization or individual that is described in Section 3.03 (c).
- (h) Voting Member means and refers to Group 1 Signatory Members and Group 2 Signatory Members who are Full Members. Group 3 Signatory Members are neither Voting Members within the meaning of these by-laws, nor are they “members” within the meaning of Section 5056 of the California Nonprofit Corporation Law.

ARTICLE II
Principal Office

[No Change]

ARTICLE III Council Membership

Section 3.01. Members of the Council. The membership of the Council shall be comprised of, and limited to, organizations that are signatories to MOU. Eligible signatories are: (1) water suppliers ("Group 1 Signatory Members"); (2) public advocacy organizations ("Group 2 Signatory Members"); and (3) other interested groups or individuals ("Group 3 Signatory Members"). Those three Groups are more particularly defined in Section 3.03. Notwithstanding anything herein to the contrary, only Group 1 Signatories and Group 2 Signatories may be "members" within the meaning of Section 5056 of the California Nonprofit Corporation Law.

Section 3.02. Application for Membership. As provided in Section 7.2 of the MOU, the Council shall have a Membership Committee which shall have the responsibility of evaluating new Applicants for Membership in the Council and recommending to the Council approval or disapproval of the applicant and designating the recommended category of membership for the applicant. The Council may adopt and use an application form to be completed by Applicants in order to guide the Council's Membership Committee in making recommendations to the Council regarding the proper Group classification for new Signatory Members. The Membership Committee shall consider applications and decide on the appropriate classification of Applicants. Following the Membership Committee's approval of an application, the Committee's action shall be ratified by the Voting Members at the Plenary Meeting next following the Membership Committee's approval. Immediately upon Plenary Meeting ratification, the Applicants will be deemed to be new Signatory Members. As of the date of the adoption of these Bylaws, the Signatory Members of the Council and their respective Group classifications (which are ratified and affirmed by the Voting Members' approval of these Bylaws) are as set forth in Exhibit "5A".

Section 3.03. Classifications of Membership; Definition of Signatory Groups. The Council has three classes of membership comprised of the signatory groups identified in subparagraphs (a) thorough (c) of this Section 3.03:

(a) **Water Suppliers -- Group 1 Signatory Members.** Group 1 Signatory Members include and are limited to "water suppliers". A water supplier is any entity, including a city, which delivers or supplies water for urban use at the wholesale or retail level.

(b) **Public Advocacy Organizations -- Group 2 Signatory Members.** Group 2 Signatory Members include and are limited to public advocacy organizations. A "public advocacy organization" is defined to mean a nonprofit organization exempt from tax and described in either Internal Revenue Code Section 501(c)(3) or Section 501(c)(4); which has as one of its significant missions and exempt purposes, environmentally sound management and conservation of California's waterways and water resources and/or protection of the environment; and which has a clear, but non-vested, interest in advancing the Best Management Practices ("BMPs") of the MOU. No public advocacy organization may be admitted to the Council's membership if such organization has a primary function of representing trade, industrial or utility entities.

(c) **Other Interested Groups and Individuals -- Group 3 Signatory Members.** Group 3 Members include other organizations and individuals, approved for membership as provided in Section 3.02, above, which have a strong interest in, and

commitment to, the purposes of the Council, but which are not eligible for inclusion in either Group 1 or Group 2. Notwithstanding anything herein to the contrary, Group 3 Signatories are not "members" within the meaning of Section 5056 of the California Nonprofit Corporation Law.

Section 3.04. Representatives of Signatory Members. Each Signatory Member shall designate one representative to the Council. The Signatory Member shall be responsible for informing the Council of the identity of its designated representative at all appropriate times. Signatory Members may also name substitute representatives to attend meetings in place of the designated representative. Substitute representatives have the same voting rights as the Signatory's designated representative, but may not serve as an officer of the Council. Only one representative from any Signatory Member may vote on any matter presented to the Voting Members, to the Board of Directors, or as the designated member of any committee appointed and constituted in accordance with Article X, below; provided, however, that the same person can be designated as the representative, or as a substitute representative, of more than one Signatory Member within the same Group classification. Designated and substitute representatives of Signatory Members are referred to in these Bylaws as "Representatives."

Section 3.05. Term of Membership. Each Signatory Member shall remain a Signatory Member until the organization, or individual, no longer qualifies for membership under Section 3.01, above, or wishes to withdraw. Organizations listed in Exhibit "5A" shall be deemed to meet the qualification requirements of Section 3.01.

ARTICLE IV Membership Voting

Section 4.01. Member Voting Rights.

(a) **Generally.** Subject to the California Nonprofit Public Benefit Corporation Law, only Group 1 Signatory Members and Group 2 Signatory Members who are Full Members have voting rights with respect to matters requiring the approval of Voting Members under the MOU and Voting Members under these Bylaws (see particularly Article VI, below). Collectively, members of those two Groups are referred to as the "Voting Members" whenever these Bylaws discuss the voting rights of Signatory Members. On each matter submitted to a vote of the Voting Members, whether at a meeting of the membership called and held pursuant to the provisions of these Bylaws or otherwise, each Voting Member shall be entitled to cast one vote. Group 3 Signatory Members have no voting rights.

(b) **Required Vote for Valid Action.** Unless these Bylaws specifically confer authority on Group 1 Signatory Members or Group 2 Signatory Members to take unilateral action with respect to a particular matter (such as caucus votes to fill Group vacancies on the Board of Directors), any action requiring the vote or approval of the Voting Members of the Council shall require the affirmative vote of a majority of each of the Group 1 and Group 2 Signatory Members actually voting on the matter as to those actions identified in Section 6.02(b), below, and a two-thirds affirmative vote of each of Group 1 and Group 2 Signatory Members actually voting on the matter as to those actions identified in Section 6.02(a), below. As to any other action requiring the approval of the Voting Members not specifically identified in Section 6.02, below, the

required affirmative vote shall be a majority of each of the Group 1 and Group 2 Signatory Members actually voting on the matter. The foregoing voting requirements are further subject to the quorum requirements set forth in Sections 4.03(e) and 5.06 below.

Section 4.02. Manner of Casting Votes.

(a) Voting at a Meeting or by Written Ballot. Voting by Group 1 and Group 2 Signatory Members may be by voice or by written ballot solicited in accordance with section 5513 of the California Corporations Code, and Section 4.03 below. The vote on any other issue properly before a Plenary Meeting shall be conducted by secret ballot when determined by the chairman of the meeting, in his or her discretion, or when requested by 10 percent of the Voting Members present at the meeting.

(b) Proxy Voting. Proxy voting shall be permitted on any matter put to the vote of the Voting Members subject to the following restrictions:

(i) If a Group 1 or Group 2 Signatory Member cannot be represented at a Plenary meeting by the Group's designated Representative or substitute Representative, the Group can, by written proxy, authorize another Representative of a Signatory Member within the same Group classification to appear and vote on behalf of the absent Signatory Member.

(ii) The proxy shall be a written authorization signed by the Member or the Member's attorney-in-fact, provided that a proxy shall be deemed signed if the Member's name is placed on the proxy or by the Member or the Member's attorney-in-fact, whether by manual signature, typewriting, facsimile transmission, or otherwise.

(iii) The proxy shall only be valid for the Plenary meeting for which it is issued, and for any adjournment thereof.

(iv) The proxy shall be in the form of a limited proxy which is defined as a written proxy which instructs the proxy holder how he or she is to vote with respect to each matter which is scheduled to be presented at the Plenary for action by the Voting Members.

Section 4.03. Action by Written Ballot Without a Meeting.

(a) Written Ballots, Generally. In addition to voting in person or by proxy at Plenary Meetings, any matter or issue requiring the vote of the Voting Members, other than the election of the Board of Directors, may be submitted to the Voting Members for a vote by use of a written ballot without the necessity of calling a Plenary Meeting, so long as the requirements for action by written ballot set forth in this Section 4.03 are met. The determination to seek Voting Member approval by written ballot shall be made by a majority vote of each of Group 1 and Group 2 Signatory Member Representatives on the Board of Directors.

(b) Distribution of Written Ballots. In the event that any matter or issue is to be voted upon by written ballot, the Board of Directors shall direct distribution of the written ballot to every Voting Member at least 30 days prior to the final date the written ballots are to be received for counting.

(c) Content of Written Ballots. Any written ballot distributed to the Voting Members to vote on an issue other than the election of the Board of Directors shall set

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forth the proposed action, and provide an opportunity to specify approval or disapproval of the proposal.

(d) Balloting Time Requirements. Any written ballot shall also provide a reasonable time within which to return the written ballot to the Council's principal office and shall state on its face or in an accompanying notice the date by which the written ballot must be returned in order to be counted. The time fixed for the return of ballots may only be extended if the Board of Directors notifies the Voting Members (in the balloting materials originally sent to Voting Members) that the right to extend has been reserved and then for no more than two successive periods of 30 days each. The time stated for the return of written ballots can be scheduled to coincide with the date of a Plenary Meeting.

(e) Requirements for Valid Action. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum specified in Section 5.06, below, and the number of approvals equals or exceeds the number of votes that would be required to approve the action if approval was sought at a Plenary Meeting.

(f) Solicitation Rules. Written ballots shall be solicited in a manner consistent with the requirements of Section 5.05, below, pertaining to the issuance of notice of Plenary Meetings. All solicitations of written ballots shall indicate the number of responses needed to meet the quorum requirement for valid action and shall state the percentage of affirmative votes necessary to approve the measure submitted for Council Member approval.

(g) Notification of Balloting Results. Upon tabulation of the written ballots, the Board of Directors shall notify the Signatory Members of the outcome of the vote immediately following the close of the balloting process and tabulation of the ballots. If the number of ballots cast is insufficient to constitute a quorum, the Board of Directors shall so notify the Signatory Members.

(h) [No changes]

ARTICLE V Plenary Meetings of the Council

Section 5.01. Place of Meeting. Plenary Meetings may be conducted at any reasonable place within the State of California, and at such time as may be designated by the Board of Directors in the notice of the Plenary Meeting.

Section 5.02. Annual Plenary Meeting. There shall be an annual Plenary Meeting in December of each year. The date, time and location of the annual Plenary Meeting shall be set forth in the notice of meeting sent to Signatory Members in accordance with Section 5.05, below.

Section 5.03. Other Regular Meetings. In addition to the annual Plenary Meeting, there shall be three additional quarterly Plenary Meetings on a day and at a time and place determined by the Board of Directors, and communicated to all Signatory Members at the inception of each calendar year.

Section 5.04. Special Meetings.

(a) Persons Entitled to Call Special Meetings. A simple majority of the members of the Board of Directors, or the Chair, may call special meetings of the

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Council's Signatory Members at any time to consider any lawful business of the Council. In addition, five percent (5%) or more of the Voting Members of the Council may request the Council to convene a Plenary Meeting.

(b) Procedures for Calling Special Meetings Requested by Signatory Members. If a special Plenary Meeting is called by the Voting Members, the request shall be submitted by the requesting Voting Members, in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail, by electronic transmission, or by facsimile transmission to the Chair, the Vice Chair, or the Secretary of the Council. The officer receiving the request shall cause notice to be promptly given to the Voting Members, in accordance with the provisions of Section 5.05, below, that a special Plenary Meeting will be held, and the date, time and specific purpose for such meeting; which date shall be not less than 35, nor more than 90, days following the receipt of the request. If the notice calling for a special Plenary Meeting is not given within the 20 days immediately after receipt of the petitioner's request, the Voting Members requesting the meeting may give the notice. Nothing contained in this subsection shall be construed to limit, fix, or affect the time when a Plenary Meeting may be held when the meeting is called by action of the Board of Directors, or the Chair.

Section 5.05. Notice of Meetings of the Voting Members.

(a) Generally. All notices of Plenary Meetings (whether regular or special) shall be sent, or otherwise given, in writing to each Voting Member who, on the record date for notice of the meeting (as provided in Section 5.09, below) is entitled to vote thereat, in accordance with subparagraph (c) of this Section 5.05, not less than 10, nor more than 90, days before the date of the meeting. The notice shall specify the place, date, and hour of the Plenary Meeting and (i) in the case of a special Plenary Meeting, the general nature of the business to be transacted, and no other business may in that case be transacted, or (ii) in the case of a regular Plenary Meeting, those matters which the Board of Directors, at the time of giving the notice, intends to present for action by the Voting Members. But any proper matter may be presented at the Plenary Meeting for action by the Voting Members so long as a quorum is present.

(b) Mailing of Notice. Notice of any Plenary meeting shall be given either personally or by first-class mail, or other written communication, charges prepaid, addressed to each Signatory Member, either at the address of that Signatory Member appearing on the books of the Council or the address given by the Signatory Member to the Council for the purpose of notice. If for any reason notice is given by mail and the notice is not sent by first-class, registered, or certified mail, the notice shall be given not less than 20, nor more than 90 days, before the meeting. Notice shall be deemed to have been given at that time when delivered personally or deposited in the mail or when sent by other means of written communication.

(c) Affidavit of Mailing; Effect Thereof. An affidavit of the mailing or other means of giving notice of any Plenary Meeting may be executed by the Secretary or any Assistant Secretary of the Council, and if so executed, shall be filed and maintained in the Council's minutes book. The Secretary's affidavit shall constitute prima facie evidence of the giving of notice.

Section 5.06. Quorum Requirements.

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(a) A quorum of the Voting Members for the purpose of conducting business at any Plenary Meeting shall be at least 30 Voting Members, provided at least 10 percent (10%) of the Group 1 Signatory Members and 10 percent (10%) of the Group 2 Signatory Members are present. In addition, when a Plenary Meeting is actually attended by less than one-third of the voting power of Voting Members (but at which a quorum is present), the only matters upon which action can be validly taken are those matters the general nature of which was described in the notice of the Plenary Meeting.

(b) The Voting Members present at a duly held Plenary Meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least (i) a majority of the Voting Members required to constitute a quorum, and (ii) if applicable, by such greater percentage or class vote as may be required by these Bylaws (see Section 6.02, below). For example, if a Plenary Meeting is called and is initially attended by 31 Voting Members and prior to adjournment two Voting Members leave the Plenary Meeting (thus leaving less than a quorum), a motion to approve the annual budget for the Council could nevertheless be entertained and valid action taken.

(c) When Voting Member approval is sought by written ballot (rather than at a Plenary Meeting) the minimum quorum requirement is satisfied when written ballots are returned to the Council within the prescribed balloting period from both (i) 30 or more Voting Members, and (ii) at least ten percent (10%) of the Group 1 Signatory Members and ten percent (10%) of the Group 2 Signatory Members. In addition to satisfying the minimum quorum requirement for valid action, the vote by written ballot must also be approved by the requisite percentage of Group 1 and Group 2 Signatory Members (see Sections 4.01(b) and 6.02).

Section 5.07. Adjourned Meeting. Any Plenary Meeting of the Council, annual or special, whether or not a quorum is present, may be adjourned to another time and/or place (but not for more than 45 days) by the vote of a majority of the Voting Members represented at the Plenary Meeting, either in person or by proxy. Unless there is an absence of a quorum (in which case no other business may be transacted at that meeting except as provided in Section 5.06(b) above), the Voting Members attending the reconvened Plenary Meeting may take any action that might have been transacted at the original meeting. When a Plenary Meeting is adjourned to another time or place, notice of the new meeting need not be given if the time and place thereof are announced at the Plenary Meeting at which the adjournment is taken. Notwithstanding the foregoing, if, after adjournment, a new record date is fixed for notice or voting, a notice of the rescheduled meeting must be given to each Voting Member who, on the record date for notice of the meeting, is entitled to vote thereat.

Section 5.08. Waiver of Notice or Consent by Absent Voting Members.

(a) **Waiver and Consents, Generally.** If decisions are made by the Voting Members at a Plenary Meeting where a quorum is present, but for which proper notice was not given to all Voting Members for whatever reason, the decisions made at that Plenary Meeting will be valid if, either before or after the meeting, each Voting Member entitled to vote who was not present at the meeting consents to the meeting by signing a written (i) waiver of notice, (ii) consent to holding the Plenary Meeting, or (iii) an

approval of the minutes of the Plenary Meeting. The waiver of notice need not specify the purpose or general nature of business to be transacted at such meeting unless action is taken, or proposed to be taken, on matters specified in Section 5.05(b), above; in which case, the waiver of notice must state the general nature of the matter. All such waivers, consents, or approvals shall be filed with the Council records or be made part of the minutes of the meeting.

(b) Effect of Attendance at Plenary Meeting. Attendance by a Signatory Member's Representative at a Plenary Meeting shall also constitute a waiver of notice of that Plenary Meeting with respect to that Signatory Member, except when the Signatory Member's Representative attends the Plenary Meeting for the sole purpose of objecting at the beginning of the Plenary Meeting to the transaction of any business due to the inadequacy or illegality of the notice.

ARTICLE VI

Actions Requiring Voting Member Approval

Section 6.01. Council Actions Requiring Voting Member Approval. In addition to those matters requiring approval of the Members under the California Nonprofit Public Benefit Corporation Law or other applicable laws, the following actions of the Council shall require approval of the Voting Members:

(a) Recommending to Signatory Members to study methodologies for Best Management Practices ("BMPs"), including procedures for assessing cost effectiveness and reliability of urban water conservation measures;

(b) Development of guidelines, including discount rates, to be available to all Signatory Members in computing BMP benefits and costs pursuant to Exhibit 3 of the MOU;

(c) – (i) [No changes]

(j) Approving or disapproving Membership Committee recommendations on applications for the addition of parties as Signatory Members to the MOU and assigning Applicants parties to one of the three Signatory groups as described in Section 1.3 of the MOU, or as designated by the Voting Members (see Section 3.02, above);

(k) [No changes]

(l) Making annual reports to the State Water Resources Control Board and Signatory Members on the above items based on the format described in Exhibit 5 of the MOU; and

(m) Undertaking such additional responsibilities as the Voting Members of the Council may agree upon.

Section 6.02. Required Member Vote to Approve Various Actions. The following Voting Member approval requirements apply to particular actions of the Council, as listed in subparagraphs (a) and (b), of this Section 6.02:

(a) Actions Requiring Two-Thirds Vote of Voting Members. Any decision by the Council to (i) undertake additional responsibilities not currently described in the MOU and its Exhibits, (ii) modify or amend the MOU itself, (iii) modify Exhibits 2 or 3 of the MOU, or (iv) develop guidelines, including discount rates, to be available to all

Signatory Members in computing BMP benefits and costs pursuant to Exhibit 3 of the MOU shall require both of the following:

(1) Written notification by the Council to all Signatory Members, giving the text of the proposed action or modification, at least 60 days in advance of the date of a regular or special meeting called by the Council to vote on the matter; and

(2) Approval of the proposed action or modification by the affirmative vote of at least two-thirds of each of the Group 1 and Group 2 Voting Members actually voting on the matter.

Although a meeting shall be called to coincide with the final date for return of ballots, approval of the Voting Members shall be solicited by use of a written ballot in accordance with Section 4.04, above.

(b) Actions Requiring Majority Voting Member Approval. The following actions shall require the affirmative vote of at least a simple majority of each of the Group 1 and Group 2 Voting Members actually voting on the matter:

(i) Approving the annual budget for the Council following presentation of the budget by the Board of Directors;

(ii) Adopting or modifying Best Management Practices and Potential Best Management Practices;

(iii) Approval and adoption of Council Strategic Plans;

(iv) Approving or disapproving Membership Committee recommendations on applications for the addition of parties as Signatory Members to the MOU and assigning Applicants to one of the three Signatory groups as described in Section 1.3 of the MOU, or as designated by the Voting Members (see Section 3.02, above);

(v) – (vi) [No changes.]

Section 6.03. Right of Members to Comment on Council Reports.

Any Signatory Member shall be entitled to review draft reports prepared by the Council (see Section 1.03, above) and to comment on all reports. Such comments shall be included in any final report at the request of the Signatory Member submitting the comments.

ARTICLE VII
Board of Directors of the Council

As Amended on September 16, 2011

Section 7.01. Powers of Directors. Subject to the provisions and limitations of the Articles of Incorporation of this corporation (the “Articles”) and these Bylaws or any applicable laws, the business and affairs of the Council shall be vested in and exercised by, or under the direction of, the Council's Board of Directors which is referred to herein as the “Board of Directors”. The Board of Directors may delegate the management of the activities of the Council to any person or persons, management company or committee, provided that notwithstanding any such delegation the activities and affairs of the Council shall continue to be managed and all corporate powers shall continue to be exercised under the ultimate direction of the Board of

Directors. All elected members of the Board of Directors shall be Representatives of Full Members of the Council as defined in Sections 1.05 (e) and 11.01 of these bylaws

Section 7.02. Composition, Selection and Term.

(a) Composition of the Board of Directors. The Board of Directors shall consist of the following persons: Representatives of Group 1 Signatory Members shall select from among themselves up to nine MOU signatories whose Representatives shall serve as members of the Board of Directors. Representatives of Group 2 Signatory Members shall select from among themselves up to eight MOU signatories whose Representatives shall serve as members of the Board of Directors. In addition, the individuals filling the positions of Chair of the Board and Vice Chair of the Board of the Council shall be *ex officio* members of the Board of Directors.

(b) Special Advisors to the Board of Directors. The Group 3 Signatory Members Committee, as defined and described in Section [10.01(b)] of these Bylaws, shall select up to four representatives of Group 3 Signatory Members, who shall serve as Special Advisors to the Board of Directors ("Group 3 Special Advisors"). The Group 3 Signatory Members Committee shall select the Group 3 Special Advisors at the final Plenary Meeting of the year and the Group 3 Special Advisors shall begin service on January 1 of the following year. Each Group 3 Special Advisor shall serve for a term of approximately two years and any vacancy in a Group 3 Special Advisor position may be filled by the Group 3 Signatory Members Committee. The following persons shall also serve as Special Advisors to the Board of Directors: : (i) the outgoing Chair of the Board for the calendar year immediately following his or her term of office; and (ii) one designee from each of those State and Federal agencies selected by the Board of Directors as a result of the agencies' involvement in California water allotments, distribution, programs and/or policies. All Special Advisors to the Board of Directors, as well as the individuals filling the positions of Secretary and Treasurer, shall be entitled to attend and participate in meetings of the Board of Directors, but shall not be members of the Board of Directors and shall not have the right to vote on any matter before the Board of Directors. The Board of Directors shall, at any time, have the authority to enter into an executive session at which no individual who is not a member of the Board of Directors shall be entitled to be present.

(c) Terms of Office. Members of the Board of Directors shall hold office for a term of approximately two years. The terms shall be staggered with half of the positions of each group being elected each year. Unlimited consecutive terms may be served.

(d) Nominating and Election Process for Board of Directors Candidates. The Group 1 Signatory Members and the Group 2 Signatory Members shall nominate from among themselves candidates for election to the Board of Directors in person or in writing at the third Plenary Meeting of the year prior to the start of a new two-year term. Any nomination must be seconded by a Voting Member of the same Group, which second can be made in person or in writing, and accepted by the nominee in person or in writing, to be included on the ballot. The ballots of Group 1 and 2 candidates for the Board of Directors shall be included in the Plenary Meeting packet of the fourth and final Plenary Meeting of the year. All written nominations, seconds, and acceptances by candidates must be received by the Council prior to the start of the third Plenary Meeting.

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The Voting Members of the Council shall vote on the ballot to elect members of the Board of Directors to represent their respective Groups at the final Plenary Meeting of each year. Cumulative voting (casting all four votes for one party) will not be permitted in any election of Board of Directors members. Ballots must be submitted at the final Plenary Meeting of each year or received by the Council prior to the start of the final Plenary Meeting at which the election is conducted. The successful candidates shall assume office starting January 1 of the following year. Votes may be made in person or in writing. Group 1 Voting Members may vote for up to four or five candidates from their respective Group depending upon the voting year. Group 2 Voting Members may vote for up to four candidates from their respective Group. The top candidates from Group 1 for each Region as designated in section 7.02 (d) and the top four candidates from Group 2, as ranked by the number of votes received, shall be elected to the Board of Directors. If Group 2 nominates less than four candidates, all candidates from that Group shall be elected to the Board of Directors. If Group 1 nominates less than the total number of candidates for any Region, all candidates from that Region shall be elected to the Board of Directors. In a given election, each Voting Member shall be able to cast one ballot for each one of the open seats that belong to its respective Group.

(e) Regions. For purposes of selecting Board members from Group 1 Signatory Members, there are three (3) Regions of the State: Coastal, Inland, and South. The Regional Boundaries are defined in the Regional Voting Structure Policy document and Map of which a true copy is kept at the CUWCC office, and available to the public. The Boundaries of the Regions may be changed with approval of the Board of Directors and the Voting Members. Representatives of Signatory Members with service areas in more than one Region may run for the Board in the Region in which the greatest population is served by that Signatory Member.

(f) Apportionment. Regional apportionment of the Group 1 seats on the Board shall follow the formula set out in the Regional Voting Structure Policy document based upon the average of the proportion of total Group 1 Signatory Members per Region and the proportion of population served by Group 1 Signatory Members within a Region, times nine seats. Each Region will have at least one (1) seat and no more than five (5) seats on the Board. Signatory Members with service areas in more than one region will be counted as one (1) Signatory Member, and the population served by them in each region will be counted for that region as part of the apportionment calculation. The apportionment will be reviewed every four years beginning in 2015 by a Committee appointed by the Board, and as defined in the Regional Voting Structure Policy document. Any changes to apportionment will be approved by the Board and the Voting Members.

Section 7.03. **Resignation and Removal from Office;**
Filling of Vacancies

(a) [No Change]

b) **Removal.** A sitting member of the Board of Directors may only be removed from office for cause. "Cause" shall be defined as failure of the member of the Board of Directors to attend at least two consecutive duly noticed meetings of the Board of Directors, and failure to adequately justify to the Committee the reason for the member's absence.

c) **Filling of Vacancies on the Board of Directors** . If a vacancy occurs in any position on the Board of Directors other than the Chair of the Board, or Vice Chair of the Board, the Signatory Member whose Representative created the vacancy shall select a replacement Representative to serve on the Board of Directors for the remainder of the unexpired term, subject to approval by the Board of Directors. If a vacancy occurs in any position on the Board of Directors, other than the Chair of the Board or Vice Chair of the Board, by virtue of a Signatory Member's decision to withdraw from participation on the Board of Directors, the vacancy shall be filled from among Signatory Members that are of the same Group as the resigned Signatory Member by a caucus of the withdrawing Signatory Member's Group conducted either at the next Plenary Meeting or by telephone conference call, so long as all members of the Group are notified of the telephone conference and have an opportunity to participate. When a caucus is conducted by telephone conference, the actions taken shall be affirmed, at the next Plenary meeting, by members of the Group that conducted the caucus to fill the vacancy. If the vacancy occurs in a Group 1 seat, the vacancy shall be filled by a Signatory Member from the same Region of the State. If a vacancy occurs for any reason in the position of Chair of the Board, or Vice Chair of the Board for reasons other than expiration of the holder's term of office, the vacancy shall be filled in the manner prescribed in these Bylaws for normal appointments to that office, provided that a vacancy in the Chair of the Board or Vice Chair of the Board positions shall be filled by the Signatory Group of which the officer who created the vacancy was a member. However, vacancies need not be filled on an annual basis. If a vacancy occurs in the Special Advisors to the Board of Directors positions held by any State or Federal agency (see Section 7.02(b)), the vacancy shall be filled by the governmental agency with the power of designation. If a vacancy occurs in the Special Advisors to the Board of Directors positions held by a member of Group 3 (see Section 7.02(b)), the vacancy shall be filled by the Group 3 Signatory Members Committee.

Section 7.04. Number and Place of Meetings. The Chair of the Council, and any other persons designated by the Board of Directors, may call meetings of the Board of Directors. At the annual Plenary Meeting, the Board of Directors shall adopt a schedule of regular meeting dates for the following year. Once approved, the scheduled dates may be modified, or meetings initially scheduled to be conducted in person may be changed to a meeting conducted by use of a telephone conference or other permitted electronic media by action of the Board of Directors. Except for meetings conducted in accordance with Section 7.05, regular and special meetings of the Board of Directors may be held at any place designated from time to time by resolution of the Board of Directors and stated in the notice of the meeting. In the absence of such designation, regular meetings shall be held at the principal office of the Council.

Section 7.05. Meetings by Telephone Conference or Other Electronic Means. Members of the Board of Directors may participate in a meeting through the use of telephone conference, electronic video screen communications, or other communications equipment. Participation in a meeting through use of a telephone conference pursuant to this subdivision constitutes presence, in person, at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than telephone conference) constitutes presence in person at the meeting if all of the following conditions are satisfied:

(a) – (c) [No changes.]

Section 7.06. Notice of Meetings.

(a) Manner of Giving Notice. Notice of the time and place of the annual meeting and any special meetings of the Board of Directors shall be given to each member of the Board of Directors by one of the following methods:

(i) – (ii) [No changes.]

(iii) by telephone communication, either directly to the member of the Board of Directors, or to a voice messaging system or other system or technology designed to record and communicate messages; or

(iv) by facsimile, electronic mail, or other electronic means; provided however, that if notice is given by any means other than first-class mail or direct communication with a member of the Board of Directors, the notice shall also be confirmed in writing, mailed or sent by facsimile or electronic transmission to his or her address, facsimile telephone number, or electronic mail address as shown on the records of the Council.

Notice of a meeting need not be given to any member of the Board of Directors who signs a written waiver of notice, a written consent to holding the meeting, or an approval of the minutes thereof, whether before or after the meeting, or to any member of the Board of Directors who attends the meeting without protesting, prior thereto or at commencement of the meeting, the lack of notice to such member of the Board of Directors. All such waivers, consents, and approvals shall be filed with the Council records or made a part of the minutes.

(b) – (c) [No changes.]

Section 7.07. Quorum Requirements. A quorum of the Board of Directors shall consist of at least fifty percent of each of Group 1 and Group 2 Signatory Groups' members of the Board of Directors then in office.

Section 7.08. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the members of the Board of Directors not present, individually or collectively, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the Council records or made a part of the minutes of the meeting and shall have the same force and effect as a unanimous vote of the Board of Directors. The requirement of notice of a meeting shall also be deemed to have been waived by any member of the Board of Directors who attends the meeting without protesting prior to or at the commencement of the meeting about the lack of notice.

Section 7.09. Adjournment. A majority of the members of the Board of Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place, or may adjourn for purposes of reconvening in executive session to discuss and vote upon personnel matters, litigation in which the Council is or may become involved, and orders of business of a similar nature. If the meeting is adjourned for more than 24 hours, notice of adjournment to any other time or place

shall be given prior to the time of the adjourned meeting to the members of the Board of Directors who were not present at the time of the adjournment. Except as provided, above, notice of adjournment need not be given.

Section 7.10 [No changes.]

Section 7.11. No Compensation for Members of the Board of Directors. Unless otherwise established by resolution of the Board of Directors, members of the Board of Directors of the Council shall not be entitled to compensation for their services as such. They may be reimbursed, however, for such actual expenses as may be determined by resolution of the Board of Directors to be just and reasonable. Expenses shall be supported by an invoice or voucher acceptable to the Board of Directors.

Section 7.12. Actions of the Board of Directors. All actions of the Board of Directors require that a quorum be present and that a majority of members of the Board of Directors members voting from Group 2 vote in favor of the action. For purposes of casting votes, a minimum of six (6) votes of the nine (9) Group 1 Board members must be cast for passage by Group 1 of any proposition put forth by the Board.

ARTICLE VIII

Duties and Powers of the Board of Directors and Limitations Thereon

Section 8.01. Specific Powers. Without prejudice to the general powers of the Board of Directors set forth in Section 7.01, above, the Board of Directors shall have the following responsibilities and powers:

(a) [No changes.]

(b) Remove all officers of the Council, and other Council employees; prescribe any powers and duties for such persons that are consistent with law, the Articles of Incorporation and these Bylaws; and fix employee compensation. The office of any officer removed by action of the Board of Directors shall be filled by action of the Voting Members at the next Plenary Meeting in accordance with Section 9.03, below.

(c) – (f) [No changes.]

(g) Prepare or cause to be prepared budgets, and maintain a full set of books and records showing the financial condition of the affairs of the Council in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals prepare a financial report, a copy of which shall be delivered to each Signatory Member of the Council as provided in Article XI, below.

(h) – (i) [No changes.]

Section 8.02. Limitations on Powers.

(a) **Actions Requiring the Consent or Approval of the Voting Members.** The Board of Directors shall have no authority to act with respect to any matter identified in Section 6.01, above (“Council Actions Requiring Voting Member Approval”), unless the Voting Members have taken action at a Plenary Meeting to specifically confer on the Board of Directors authority to act with respect to a particular matter, and then, only to the extent that the action is consistent with the then current version of the MOU. The

responsibilities and powers described in Section 8.01, above, have been approved by the Voting Members for exercise by the Board of Directors.

(b) [No changes.]

(c) Transactions Between Corporations Having Common Directorships. Unless it is established that the contract or transaction is just and reasonable as to the Council at the time it is authorized, approved or ratified in accordance with the requirements imposed by California Corporations Code section 5233, the Council shall not enter into a contract or transaction with any other corporation, association, or entity in which one or more of the members of the Council's Board of Directors are directors, unless the material facts relating to the transaction and the common directorship of the member of the Board of Directors are fully known or disclosed to the Board of Directors. The Board of Directors must approve, authorize, or ratify any such contract or transaction in good faith and by a vote sufficient without counting the vote of the member(s) of the Board of Directors having a common directorship in another corporation that is a party to the transaction.

(d) Loans to Members of the Board of Directors or Council Officers. The Council shall not make any loan of money or property to, or guarantee the obligation of, any member of the Board of Directors or other officer, unless the transaction is first approved by the California Attorney General. This provision shall not apply to any reasonable advance on account of expenses anticipated to be incurred in the performance of the duties of the member of the Board of Directors or other officer.

(e) [No changes.]

ARTICLE IX Officers

Section 9.01. Officers. The officers of the Council shall be a Chair of the Board, a Vice Chair of the Board, a Secretary and a Treasurer. The Council may also have, at the discretion of the Board of Directors, such other officers as may be elected or appointed in accordance with the provisions of Section 9.05 of these Bylaws. All Officers shall be Representatives of Full Members of the Council as defined in Sections 1.05 (e) and 11.01 of these bylaws.

Section 9.02. Qualifications. The offices of Chair of the Board and Vice Chair of the Board may only be held by Representatives of Group 1 Signatory Members or Group 2 Signatory Members. No person may hold more than one office at the same time, except that one person may hold the offices of Secretary and Treasurer concurrently.

Section 9.03. Selection and Term of Office. The Officers shall be selected at the annual (December) Plenary Meeting and shall assume office starting January 1 of the following year for a term of one year or until their successors begin their respective terms of office. The offices of Chair of the Board and Vice Chair of the Board shall not be held by Representatives from the same Group. The office of Chair of the Board shall alternate between Group 1 and Group 2 annually, with the Vice Chair of the Board assuming the office of Chair of the Board in the year immediately following completion of his or her term as Vice Chair of the Board. Where, for whatever reason, the Vice Chair of the Board does not assume the office of Chair of the Board in the year immediately following completion of his or her term as Vice Chair of the Board, the office of Chair of the Board shall be filled in the manner prescribed in

these Bylaws for normal appointments to that office, provided that the office shall be held by a Representative of the Signatory Group of which the outgoing Vice Chair of the Board was a member. The Secretary and Treasurer shall be Representatives of Group 3 Signatory Members and shall be nominated by the Group 3 Signatory Members Committee at the annual Plenary Meeting. The nominations for Secretary and Treasurer by the Group 3 Signatory Members Committee shall be subject to approval by the Board of Directors. If the Board of Directors elects the nominees for Secretary and Treasurer, they shall assume office starting on January 1 of the following year or on the date of their election, whichever is sooner. If the Board of Directors does not elect either or both of the nominees for Secretary and Treasurer, the Group 3 Signatory Members Committee shall have the opportunity to nominate another Representative of a Group 3 Signatory Member for such officer position or positions, subject to approval by the Board of Directors.

Section 9.04. Election of Chair of the Board and Vice Chair of the Board. The Voting Members shall elect the Chair of the Board and the Vice Chair of the Board pursuant to the provisions contained herein. Voting Members shall nominate candidates for the offices of Chair of the Board and Vice Chair of the Board in person or in writing at the third Plenary Meeting of each year not less than 60 days prior to the Plenary Meeting during which the nominations are slated for election. Written nominations must be received by the Council at its principal office prior to the start of the third Plenary Meeting, either by first class letter, facsimile, or electronic message. Any nomination must be seconded by a Voting Member Representative in person or in writing, and accepted by the nominee in person or in writing to be included on the ballot. For the offices of Chair of the Board and Vice Chair of the Board, Group 1 and 2 Signatory Members may only nominate candidates for the office their Group will hold in the coming term. The ballot for the offices of Chair of the Board and Vice Chair of the Board shall be included in the Plenary packet of the final Plenary Meeting of each year. The Voting Members shall vote on the ballot at the final Plenary Meeting of each year. Votes may be made in person or in writing. Any absentee ballots must be received prior to the start of the Plenary Meeting to be counted. For the offices of Chair of the Board and Vice Chair of the Board, Group 1 and 2 Voting Members may only vote for candidates for the office their Group will hold in the coming term. For each office, the candidate receiving the most votes will be awarded the office.

Section 9.05. Duties. The officers perform those duties that are usual to their positions and that are assigned to them by the Board of Directors or by the Voting Members at a Plenary Meeting, including those duties that are set forth in the position descriptions for each officer as adopted by the Board of Directors from time to time. In addition, the Chair of the Council acts as Chair of the Board of Directors; the Vice Chair acts in place of the Chair when the Chair is not available; and the Treasurer is the chief financial officer of the Council.

Section 9.07. Removal of Officers. Any officer may be removed, with cause, by the Board of Directors, at any regular or special meeting, so long as written notice of the proposed action is given to the subject officer and to all Signatory Members of the Group that appointed the officer to office at least 30 days prior to the Board of Directors meeting at which the action to remove will be entertained. The notice of the Board of Directors shall identify, with reasonable specificity, the grounds for removal which shall either be (a) failure of the officer to attend at least two consecutive duly noticed meetings without a justified excuse as approved by the Board

of Directors, or (b) repeated and material failure to perform the responsibilities of his or her office.

Section 9.08. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board or to the Chair or to the Secretary. Any such resignation shall take effect at the date of the receipt of such notice, or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE X

Standing and Other Committees of the Council

Section 10.01. Standing Committees of the Council. The Council has established the following Standing Committees:

(a) **The Membership Committee.** In accordance with Section 7.2 of the MOU, the Council shall have a Membership Committee comprised of three Representatives of the Group 1 Signatory Members and three Representatives of the Group 2 Signatory Members. It shall be the duty of the Membership Committee to evaluate new signatory Applicants as follows:

(i) designate the category of membership, if any, for which an Applicant is qualified;

(ii) provisionally approve or disapprove an Applicant for membership according to a process approved by the Voting Members at a Plenary Meeting; and

(iii) forward any such provisional membership approvals to the next Plenary Meeting for ratification.

(b) **The Group 3 Signatory Members Committee.** The Council shall have a standing Group 3 Signatory Members Committee composed of one representative of each of the Group 3 Signatory Members. The Group 3 Signatory Members Committee shall have the authority to select the Group 3 Special Advisors and to nominate the Secretary and Treasurer, subject to the approval of the Board of Directors, as set forth above in Sections [7.02(b)] and [9.03] of these Bylaws. The Group 3 Signatory Members Committee shall not be deemed a committee of the Board of Directors and shall not exercise any powers of the Board of Directors.

Section 10.02. Other Committees. The Board of Directors may, by resolution, establish other standing and ad hoc committees and such committees may include persons who are not members of the Board of Directors; however, all committee members must be either Representatives of a Council Signatory Member, or the Executive Director of the Council. The Board of Directors, as to matters within its jurisdiction, and the Voting Members of the Council, as to matters within their jurisdiction, may delegate management of the Council's activities to any committee to the same extent that those powers could be delegated to agents, employees or independent contractors generally, and subject to the ultimate direction of the Board of Directors. In all other respects, committees shall be limited to making recommendations and reports to the Board of Directors or to the Voting Members at a Plenary meeting of the Council (as to matters requiring Voting Member action or approval) and to the Executive Director regarding matters that are within their respective missions as defined by the Board of Directors in the resolution establishing the advisory committee. Unless otherwise directed by the Board of Directors, all

members of such other committees shall have the right to vote on all matters before their respective committee. These committees shall not be deemed committees of the Board of Directors and shall not exercise any powers of the Board of Directors.

Sections 10.03 – 10.04 [No changes.]

Section 10.05. Audit Committee. The Council shall have an audit committee consisting of at least three members of the Board of Directors, and may include nonvoting advisors. No employee of the Council may serve on the audit committee. Members of the Board of Directors who receive, directly or indirectly, any consulting, advisory, or other compensatory fees from the Council may not serve on the audit committee. [No other changes.]

Section 10.06. Compensation Committee. The Council shall have a compensation committee consisting of at least three members of the Board of Directors and no one who is not a member of the Board of Directors. No employee of the Council may serve on the compensation committee. Pursuant to California Government Code section 12586(g) and the applicable provisions of federal law, the compensation committee shall review the compensation of the executive director, president and/or chief executive officer and the Treasurer annually and whenever a modification in compensation is proposed. The review shall include an evaluation of the performance of the executive director, president, and/or chief executive officer and the Treasurer and an analysis of appropriate compensation comparability data. Based on the compensation committee's review, it shall recommend just and reasonable compensation amounts. At the request of the Chair of the Board or a majority of the members of the Board of Directors, the compensation committee shall review any issue involving staff compensation and benefits, including but limited to health and retirement plans.

ARTICLE XII

Conflicts of Interest / Obligation of Recusal

Section 11.01. Assessments by the Council. The Board of Directors shall recommend annual assessment amounts for Full Membership. The annual assessments shall be based upon an annual budget duly approved at a Plenary Meeting as required in Section 6.02 of these Bylaws and the Council's adopted policies. The paying of annual assessments to the Council is voluntary for all Signatory Members, but is required for Full Membership and with it, the enjoyment of Council Privileges and Benefits, as described in Sections 1.05 (d) and (e). For Group 2 Signatory Members, payment shall mean and refer to payment in cash and/or in kind services, as defined in the Council's policies. Officers and members of the Council's Board of Directors shall be representatives of Full Members.

Section 11.02. [No changes.]

Section 11.03. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all Assessments as fixed and determined for all Members. Disbursements from such account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance, and other operating expenses of the Council's properties.

Section 11.04. [No changes.]

Section 11.05. Financial Statements. The Board of Directors, through the audit committee, shall cause an audit of the financial affairs of the Council to be made at least every 12 months. Such audit shall reflect the financial condition of the Council as of the date of the audit and shall summarize the financial transactions in which the Council was involved during the period between the last of such audits and the date of the current audit. A copy of the audit shall be available for examination by each member of the Council's Board of Directors. A copy of any annual financial statement and any income statement of the Council for each quarterly period of each fiscal year, and any accompanying balance sheet of the Council as of the end of such period, that has been prepared by the Council shall be kept on file in the principal office of the Council for 12 months.

The income statements, statements of changes in financial position, and balance sheet referred to in this Section shall be accompanied by the report, if any, of any independent accountants engaged by the Council, or the certificate of an authorized officer of the Council that the financial statements were prepared without audit from the books and records of the Council.

ARTICLE XII

Conflicts of Interest / Obligation of Recusal

Section 12.01. Conflicts of Interest.

(a) No Representative of a Signatory Member of the Council, shall make, participate in making, or in any way attempt to use his or her position as a Representative, member of the Board of Directors, or officer of the Council to influence any decision or action of the Council at a Plenary Meeting or any decision or action of the Board of Directors with respect to contracts to provide services to the Council if the Representative is personally aware that the Signatory Member he or she represents on the Council, or any constituent organization that is a member or affiliate of the Signatory Member, has a direct or indirect material financial interest in the subject matter of the decision or action to which the vote of the Council pertains. For purposes of this Article XII, a material financial interest is defined as an interest satisfying each of the following three elements:

(i) the interest relates to a grant received by the Signatory Member (or any member or affiliated organization) or originates from an agreement between the Signatory Member (or any member or affiliated organization) and any other person;

(ii) the interest is or will be worth \$2,000.00 or more in value provided to, received by, or promised to the Signatory Member (or any member or affiliated organization) within twelve (12) months of the date when the Council vote is conducted; and

(iii) the outcome of the vote is, or is likely to have, a positive impact on the aforementioned interest which will enhance its value by a factor of ten percent or more during the term of the agreement or grant.

(b) If a Signatory Member Representative knows that a material financial interest of his or her Signatory Member (or any organization that is a member or affiliate of the Signatory Member) may be positively influenced by a Council vote on any of the matters described in subparagraph (a) above, then prior to any vote by the Council on the matter the Representative shall be obligated to disclose to the Council

the fact that his or her Signatory Member (or one or more of its member or affiliated organizations) has/have a conflict with respect to the matter which involves a material financial interest. As a result of that disclosure, the Representative must be recused from voting on behalf of the interested Signatory Member.

(c) Prior to entertaining any discussion and vote on any matter described in subparagraph (a) above, the presiding Chair shall read a statement reminding all attending Voting Members of their obligations under this Article XII. That statement shall include a recital of the above definition of what constitutes a material financial interest.

Section 12.02. Enforcement. If any Member Representative or Signatory Member is found by the Board of Directors to have willfully failed to disclose a conflict of interest, as defined in Section 12.01 above, said conduct shall be grounds for voiding the vote of the Signatory Member. In addition, if it is determined that the Representative with the undisclosed conflict actively participated in any deliberations of the Board of Directors preceding the vote, it shall be presumed that the vote was adversely affected and thus rendered void and of no effect unless subsequently ratified by a proper vote which excludes the Representative with the conflict.

ARTICLE XIII Miscellaneous

Section 13.01. Inspection of Books and Records.

(a) Inspection by Signatory Members. All accounting books and records, minutes of proceedings of the Council's Signatory Members, the Board of Directors and committees appointed by the Board of Directors, and membership lists and papers of the Council shall at all times, during reasonable business hours, be subject to the inspection of any Signatory Member or his or her duly appointed Representative at the offices of the Council for any purpose reasonably related to the Signatory Member's interest as such. A Signatory Member's rights of inspection hereunder shall be exercisable on ten (10) days' written demand on the Council, which demand shall state the purpose for which the inspection rights are requested. Inspection rights shall be subject to the Council's right to offer a reasonable alternative to inspection within 10 days after receiving the Signatory Member's written demand (as more particularly set forth in section 6330 and following of the California Nonprofit Public Benefit Corporation Law).

(b) Inspection by Members of the Board of Directors. Every member of the Board of Directors shall have an absolute right at any reasonable time to inspect all books, records, documents and minutes of the Council and the physical properties owned by the Council. The right of inspection by a member of the Board of Directors includes the right to make extracts and copies of documents.

(c) Inspection by Members of the Public. Regular reports of Signatory Members concerning their water conservation activities and efforts shall be available for public inspection, as are any reports or filings of the Council with the State Water Resources Control Board.

(d) Rules Regarding Exercise of Inspection Rights. The Board of Directors may establish reasonable rules with respect to (i) notice of inspection, (ii) hours and days of the week when inspection may be made, and (iii) payment of the cost of reproducing copies of documents requested by the Member.

Section 13.02. Executive Director. [No changes.]

Section 13.03. Amendment or Repeal of Bylaws. Except as otherwise expressly provided herein, these Bylaws may only be amended or repealed and new Bylaws adopted by the affirmative vote or written ballot of a majority of all the Voting Members of the Council (which majority must also include a majority of each Group of Voting Members). Notwithstanding the foregoing, any amendment of the Bylaws must be consistent with the then current version of the MOU and the percentage of the Voting Members necessary to amend a specific clause or provision of these Bylaws shall be not less than the percentage of affirmative votes, or votes by classes of Voting Members, prescribed for action to be taken under that clause.

Section 13.04. Notice Requirements. Any notice or other document permitted or required to be delivered as provided herein shall be delivered as required under these bylaws, and shall be sent to address(es) provided to the Council and updated from time to time by the Signatory Members.

[No further changes.]



Reference General Manager	Type of Action Accept Report	Board Meeting of September 2, 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

8/28/2014 12:02:23 PM

Board Mtg	Agenda Item	Water	WWC	Finance	Personnel	Ext. Aff.
9/16/2014	Drought Related Customer Issues and Concerns	<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"/>
	AT&T Cell Tower Lease and CEQA Reservoir 1A	<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"/>
	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"/>
	Determine Position on California Proposition 1 Water Bond	<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"/>
	Closed Session-Conference with Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One case. Philip Soo.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Conf with Labor Negotiators Pursuant to GC Sect 54957.6 Agency Neg: Bert Michalczyk, General Manager Unrep Employees: Senior Managers	<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"/>
	Tri-Valley Intergovernmental Reciprocal Services Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Budget Adjustment to Allow for Early Payoff of Regional Bond	<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"/>
	Notice of Rejection of Claim - Mr. Philip Soo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10/7/2014	Approve New Job Descriptions and Salaries	<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.
10/7/2014						
	Committee Accomplishments for 2014 - Triannual Report	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Award Construction Agreement to _____ for Reservoir Access Road Repairs (CIP 14-A018)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	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"/>
	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"/>
	Presentation on Desalination by Lawrence Livermore Lab	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Approve Reimbursement Agreement with City of Dublin for the Dougherty Blvd Widening Project	<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"/>
	Policy - Records Retention Schedule Policy Update	<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"/>
	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"/>



Reference Treasurer	Type of Action Accept Report	Board Meeting of September 2, 2014
Subject Report of Checks and Electronic Disbursements Made		
<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	J. Archer	<input type="checkbox"/> Board Member

Recommendation:

The Treasurer recommends the Board of Directors accept, by Motion, the report showing checks and electronic disbursements made since the last Board agenda

Summary:

Payments shown have been made in accordance with Board established policies for processing payments and are summarized below:

Date Range	07/29/14 – 08/25/2014
Total Amount Paid	\$ 6,374,437.48

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR J. Archer	DEPARTMENT Fin Serv	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 As shown above	<input type="checkbox"/> Funding Source A. B.	Attachments to S&R 1. Check History Description Listing 2. 3.				

apCkHistDesc

Printed on: 08/25/2014 8:30AM

Check History Description Listing

Dublin San Ramon Services District

Page: 1

From: 7/29/2014 To: 8/25/2014

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
07/29/2014	7292014	06456 CIGNA GROUP INSURANCE	07/14 - EE LIFE & DISABILITY INSURANCE P	9,286.28	9,286.28
07/29/2014	17408056	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	22,071.80	22,071.80
07/29/2014	82502458	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	125,482.74	125,482.74
07/31/2014	82321	01013 BARRETT BUSINESS SERVICES	B. THOMSON: W/E 6/29/14	844.80	
			M. ATKINSON: W/E 7/6/14	288.48	
			D. RODRIGUEZ: W/E 6/29/14	281.60	
			L. KUEFNER: W/E 6/29/14	138.24	
			K. KOLODIE: W/E 6/29/14	138.24	
			K. KOLODZIE: W/E 6/22/14	69.12	1,760.48
07/31/2014	82322	00249 DLT SOLUTIONS, LLC.	SOLARWIND VIRT MGR RENEWAL 6/14/14-15	1,019.06	1,019.06
07/31/2014	82323	03657 VICKI GOLDMAN	GOLDMAN REIMB EXP FOR USER GROUP MEETING	92.67	92.67
07/31/2014	82324	04424 GRAYBAR ELECTRIC COMPANY	RETURN FROM INV 0973590269	-54.53	
			RETURN FROM INV 0973590269	-46.06	
			LIGHTING FIXTURE FOR TURN-OUT 2 EXTERIOR	416.01	315.42
07/31/2014	82325	00386 HDR ENGINEERING INC.	06-6101 ENGINEERING SERVICES 6/1/14-6/28	2,175.53	
			ON-CALL ENGINEERING SERVICES 6/1/14-6/28	2,080.86	
			LOCAL LIMITS STUDY TO NO. 1 5/4/14-5/31/	1,764.41	
			TO NO. 3 ENGINEERING SERVICES 5/4/14-5/3	822.01	
			08-2102 TO NO. 2 6/1/14-6/28/14	624.05	
			12-W010 ENGINEERING SERVICES 6/1/14-6/28	624.05	
			12-P003 TO NO. 4 6/1/14-6/28/14	124.81	8,215.72
07/31/2014	82326	01242 INFO SEND, INC	INSERT MAILING: ANNUAL WATER QUALITY REP	179.85	
			MAILING - BILL INSERT: GREEN HOUSE CALLS	133.49	313.34
07/31/2014	82327	02314 DONALD KURTZ	KURTZ REIMB EXPENSES AT CALCLOUD SEMINAR	21.14	21.14
07/31/2014	82328	03653 LORI MARTIN	MARTIN REIMB EXP AT MEETINGS 07/16/2014	985.24	985.24

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
07/31/2014	82329	00608 OFFICE TEAM	M. CHESSING: W/E 7/20/14	1,128.00	
			TEMP SVCS W/E 07/18/14 - MONTAGUE	409.69	1,537.69
07/31/2014	82330	04553 PACHECO BROTHERS GARDENI	WWTP: REMOVAL OF FALLEN PINE TREE, 3 RED	875.00	875.00
07/31/2014	82331	01403 PRAXAIR DISTRIBUTION INC 186	CYLINDER RENTAL	53.94	53.94
07/31/2014	82332	00688 RMC WATER & ENVIRONMENT	14-P005 TO NO. 1 5/31/14-6/27/14	13,142.45	13,142.45
07/31/2014	82333	00774 SIEMENS INDUSTRY, INC	TRANE GAS PACK UNITS	10,108.00	10,108.00
07/31/2014	82334	00805 SUE STEPHENSON	STEPHENSON REIMB EXP AT ACWA MEETING AND	7.70	7.70
07/31/2014	82335	00762 TESTAMERICA LABORATORIES I	DI WATER MONITORING	45.00	45.00
07/31/2014	82336	00843 THE COVELLO GROUP INC	620C520 TO NO. 1 1/1/14-2/28/14	720.00	720.00
07/31/2014	82337	02880 WUNDERLICH-MALEC SYSTEMS	PS 10A CONTROLS UPGRADE PERIOD ENDING 6/	2,500.00	2,500.00
07/31/2014	82338	01719 A & M PRINTING, INC.	DROUGHT: PRA LTR MAILING, PRINTING & POS	1,301.79	1,301.79
07/31/2014	82339	01195 AMERICAN BATTERY CO.	BATTERIES FOR STOCK	211.46	211.46
07/31/2014	82340	06692 AQUEENT LLC	J. GLOYSTEIN: W/E 7/6/14	1,200.00	1,200.00
07/31/2014	82341	02838 AT&T MOBILITY	CONSTRUCTION INSPECTOR 4G HOT SPOTS X2 A	80.90	
			CONSTRUCTION INSPECTOR 4G HOT SPOTS X2 N	-200.00	
			CONSTRUCTION INSPECTOR 4G HOT SPOTS X2 J	82.52	
			CONSTRUCTION INSPECTOR 4G HOT SPOTS X2 M	81.50	44.92
07/31/2014	82342	02445 BENNETT MARINE UTILITY INC	12-W010 STERILIZATION & CHLORINATION RES	28,885.00	28,885.00
07/31/2014	82343	00086 BIG O TIRES	BIG O TIRE REPAIR	20.00	20.00
07/31/2014	82344	00136 CDW GOVERNMENT INC.	RARITAN KVM SWITCH	3,524.21	3,524.21
07/31/2014	82345	00157 CITY OF PLEASANTON	RW SIGNS FOR DROUGHT PROGRAM	253.70	
			REORDER OF RW SIGNS FOR DROUGHT PROGRAM	253.70	507.40
07/31/2014	82346	00157 CITY OF PLEASANTON	LAVWMA: POTABLE WATER JUL '14	135.02	135.02

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
07/31/2014	82348	00241 DGS OFS SVC REVOLVING FUNI	NATURAL GAS SERVICE AT THE WWTP - JUNE 2	43,129.49	43,129.49
07/31/2014	82349	06592 DRAKE CONTROLS	FIELD SERVICE CALL FOR COGEN E3 CONTROLL	7,075.67	7,075.67
07/31/2014	82350	02507 EAST BAY FORD TRUCK	#42 P/S PUMP	744.93	744.93
07/31/2014	82351	06506 ERBCO CONSTRUCTION SVCS.,	06-6106 PP#3 PS2C ELECTRICAL UPGRADE	18,339.04	18,339.04
07/31/2014	82352	00307 FAIRWAY EQUIPMENT & SUPPLY	FERROUS CHLORIDE PIPING PARTS	1,626.13	1,626.13
07/31/2014	82353	00313 FASTSIGNS	BARRICADES AND SIGNS	718.49	718.49
07/31/2014	82354	06689 FUSIONSTORM	EMC SAN MAINTENACE RENEWAL	16,057.35	16,057.35
07/31/2014	82355	00392 HEUSSER NEWEIGH	CALIBRATION	85.00	85.00
07/31/2014	82356	00401 HOME DEPOT	LAVWMA: MATLS FOR MANHOLE REPAIR	122.03	
			LAVWMA: CONCRETE FOR COMPOSITE MANHOLE P	96.79	218.82
07/31/2014	82357	06061 JACKSON LEWIS LLP	GENERAL LEGAL FEES 06/14	516.80	516.80
07/31/2014	82358	03758 JDH CORROSION CONSULTANTS	MATERIALS TESTING LABORATORY SERVICES FO	19,950.00	19,950.00
07/31/2014	82359	00468 KAMAN INDUSTRIAL TECHNOLO	AERATION MIXERS: SEAL, CPLG ELEMENT	411.39	
			SEALS FOR AERATION MIXER	285.23	696.62
07/31/2014	82360	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: W/E 7/6/14	1,227.40	1,227.40
07/31/2014	82361	01649 MISAC MUNI INFO SYS ASSN CA	MISAC FULL/ASSOC MEMBERSHIPS BT/BC	290.00	290.00
07/31/2014	82362	04796 NAPA AUTO PARTS	STOCK FOR THE SHOP	94.76	
			#51 DOOR HANDLE	32.69	
			#60 GAS CAP	12.98	140.43
07/31/2014	82363	06596 NATIONAL PLANT SERVICES, INC	TECHNICAL SERVICES FOR CONDITION ASSESSE	109,793.80	
			SERVICE TO INSPECT FOUL AIR LINE VIA CCT	6,900.00	116,693.80
07/31/2014	82364	02109 ONE HOUR DELIVERY SERVICE,	ONE HOUR DELIVERY - BOD MAIL DELIVERY 7/	120.00	120.00
07/31/2014	82365	03535 ORO LOMA SANITARY DISTRICT	WASTEWATER DISCHARGE PERMIT FEE - 2 YR R	669.00	669.00

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
07/31/2014	82366	00620 P G & E	TURNOUT 4; RES 3B W/ PS4 ELEC - JULY 201	1,395.64	1,395.64
07/31/2014	82367	03442 RABBIT OFFICE AUTOMATION	OVERAGE USAGE COLOR COPIES 04/16 - 07/15	572.54	572.54
07/31/2014	82368	00696 RED WING SHOE STORE	SAFETY SHOES - K. LEWIS	142.24	142.24
07/31/2014	82369	00699 REDWOOD COAST PETROLEUM	DIESEL RED DYED FUEL DELIVERY 7/8/14	3,385.92	
			GASOLINE DELIVERY TO THE WWTP ON 7/8/14	1,938.47	5,324.39
07/31/2014	82370	02466 RICOH AMERICAS CORP	COPIER LEASES MAIL RMS, HR/FIN AUGUST 14	1,778.28	1,778.28
07/31/2014	82371	06128 SIEMENS ENERGY, INC.	REPLACEMENT & PROGRAMMING OF HMI PANEL	17,158.56	17,158.56
07/31/2014	82372	00596 SPRINT/NEXTEL	CELL PHONES JUNE 15 - JULY 14, 2014	1,662.73	1,662.73
07/31/2014	82373	00800 STATE BOARD OF EQUALIZATION	2014 2ND QRT USE TAX RETURN (4Q FY 2014)	2,519.00	2,519.00
07/31/2014	82374	05824 TJC AND ASSOCIATES, INC.	22CI276 ELECTRICAL MODELING TASK 1	8,564.00	8,564.00
07/31/2014	82375	01470 TRI-VALLEY HOSE	#42 P/S HOSE	55.46	55.46
07/31/2014	82376	05026 UNIVAR USA INC.	DERWA: SODIUM HYPOCHLORITE DELIVERY ON 0	2,107.94	2,107.94
07/31/2014	82377	00914 VALLEY PLUMBING HOME CTR, I	PRV REPLACEMENT AT 5888 SHADOW HILL DR.	421.90	421.90
07/31/2014	82378	00966 WHITLEY BURCHETT & ASSOCIA	13-S004 TO NO. 1 JUNE 2014	8,233.80	
			13-S004 TO NO. 1 JUNE 2014	888.35	9,122.15
07/31/2014	82379	05541 WINZER CORPORATION	JANITORIAL SUPPLIES	1,349.85	
			JANITORIAL SUPPLIES	1,020.66	
			METERED INSECTICIDE	452.36	2,822.87
07/31/2014	7312014	01016 THE BANK OF NEW YORK MELL	080114 WATER DEBT PMT	1,244,634.38	1,244,634.38
08/01/2014	608080114	01098 NATIONWIDE RETIREMENT SOLI	NATIONAL DEFERRED COMPENSATION: PAYMENT	65.00	65.00
08/04/2014	8042014	03718 HR SIMPLIFIED	2014 POS	682.09	682.09
08/04/2014	75774946	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	287.01	287.01
08/04/2014	826414056	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	10.00	10.00

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Date	Check #	Vendor	Description	Amount Paid	Check Total
08/07/2014	82380	00710 AAI TERMITE & PEST CONTROL	DO MAY MONTHLY SERVICE FOR PEST CONTROL	145.00	
			DO JUNE PEST CONTROL	145.00	290.00
08/07/2014	82381	03460 ACCO ENGINEERED SYSTEMS II	DO HVAC AC-3 REPAIR - SC 1558601 ON 06/1	429.00	429.00
08/07/2014	82382	00031 ALLIED PACKING & SUPPLY INC.	SLUDGE - REBUILD PARTS FOR INJECTOR	544.35	544.35
08/07/2014	82383	01013 BARRETT BUSINESS SERVICES	M. ROBERSON: W/E 7/13/14	1,024.00	1,024.00
08/07/2014	82384	05359 BURKE, WILLIAMS & SORENSEN	GENERAL COUNSEL SVCS - JUNE 2014	2,787.86	2,787.86
08/07/2014	82385	06114 EID, INC.	15-A006 TRUSTWORTHY ECMS	15,840.00	15,840.00
08/07/2014	82386	04424 GRAYBAR ELECTRIC COMPANY	MATLS FOR PLANT COMPRESSOR PROJ & R20 PO	573.21	
			TENONS FOR RAB AREA LIGHTING AT WWTP	360.50	933.71
08/07/2014	82387	00386 HDR ENGINEERING INC.	08-2102 TO NO. 2 5/4/14-5/31/14	949.86	949.86
08/07/2014	82388	01242 INFO SEND, INC	UB BILLING PRINTING/MAILING SVCS JULY 14	2,141.04	2,141.04
08/07/2014	82389	00473 KEMIRA WATER SOLUTIONS INC	FERROUS CHLORIDE DELIVERY ON 7/14/14	5,245.08	5,245.08
08/07/2014	82390	01171 MCGUIRE & HESTER	6/24/14 EXC & REPAIR 6" FIRE HYDRANT 820	20,316.19	
			8050 CORSSRIDGE CT. REMOVE & INSTALL NEW	8,482.69	
			12-P004 1 YR POST CONSTRUCTION MAIN JULY	1,000.00	29,798.88
08/07/2014	82391	00608 OFFICE TEAM	M. CHESSING: W/E 7/27/14	1,128.00	
			TEMP SVCS W/E 07/25/14 - MONTAGUE	659.06	1,787.06
08/07/2014	82392	04553 PACHECO BROTHERS GARDENI	DO: REPLACE 2 LEAKING VALVES & 2 SPRINKL	334.55	334.55
08/07/2014	82393	04973 NATERCIA SAUCEDA	CASE ID FL364781: PAYMENT	616.15	616.15
08/07/2014	82394	00762 TESTAMERICA LABORATORIES I	SAMPLE TESTING	90.00	90.00
08/07/2014	82395	05905 CAMNGA THACH-DALLABETTA	THACH AWWA MEMBERSHIP REIMB 5/22/14 - 05	101.00	101.00
08/07/2014	82396	05127 VISION SERVICE PLAN - CA (VSF	AUGUST 2014 -VISION	2,477.45	2,477.45
08/07/2014	82397	00019 A-1 ENTERPRISES	LAVWMA: WEEKLY STREET SWEEPING JUL '14	275.00	

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Date	Check #	Vendor	Description	Amount Paid	Check Total
			DROUGHT: RECYCLED WATER PROGRAM PORT-A-P	141.46	416.46
08/07/2014	82398	05872 ALL INDUSTRIAL ELECTRIC SUP	REPLT BRKR FOR PANEL IN ENV COMPLIANCE A	89.10	89.10
08/07/2014	82399	01076 ALSCO INC	WWTP TOWEL SERVICE JUL '14	245.50	
			FOD TOWEL SERVICE JUL '14	150.50	396.00
08/07/2014	82400	06692 AQUEENT LLC	J. GLOYSTEIN: W/E 7/13/14	2,400.00	2,400.00
08/07/2014	82401	00052 ARAMARK UNIFORM SERVICES	WEEKLY FIRE RESISTANT UNIFORM SRVCS: LPC	13.23	13.23
08/07/2014	82402	06349 ARCSINE ENGINEERING	09-6101 TO NO. 1 6/1/14-6/30/14	53,769.50	53,769.50
08/07/2014	82403	01568 ASBURY ENVIRONMENTAL SVCS	OIL SOLIDS AND OIL DRUM PICKUP	279.63	279.63
08/07/2014	82404	06211 ASSOCIATED SERVICES CO.	OPS DEPT HOT BEVERAGE SERVICE JUL '14	238.95	238.95
08/07/2014	82405	00622 AT&T	LAVWMA PS & SANLEANDRO DECHLOR STATION J	98.28	98.28
08/07/2014	82406	06760 STEVE BUI	REFUND 5600 WELLS LN	139.43	139.43
08/07/2014	82407	01085 CALPERS LONG-TERM CARE PR	LONG-TERM CARE: PAYMENT	98.26	98.26
08/07/2014	82408	00105 CAL-STEAM	GASKETS FOR PS 20B CHECK VALVES	170.78	170.78
08/07/2014	82409	00118 CALTEST ANALYTICAL LAB	SAMPLE TESTING	180.50	180.50
08/07/2014	82410	06758 WEI CHEN	REFUND 4332 GARDENIA ST	113.38	113.38
08/07/2014	82411	01167 CITY OF DUBLIN	ENCROACHMENT PERMIT @ AMADOR VALLEY BLVD	528.00	
			ENCROACHMENT PERMIT @ 7099 ELBA WAY ON 7	478.00	1,006.00
08/07/2014	82412	00157 CITY OF PLEASANTON	WWTP: POTABLE WATER JUL '14	203.82	203.82
08/07/2014	82413	00157 CITY OF PLEASANTON	DERWA: POTABLE WATER JUL '14	144.03	144.03
08/07/2014	82414	06107 COGENT COMMUNICATIONS INC	DUBLINSA00001 INTERENT SERVICE 08/01/201	2,300.00	2,300.00
08/07/2014	82415	05534 CSAC EXCESS INS. AUTHORITY	EE ASSISTANCE: JUL - SEP 2014 CHARGES	1,010.22	1,010.22
08/07/2014	82416	03154 DAPPER TIRE CO	#37 TIRES	289.49	289.49
08/07/2014	82417	06283 STATE OF CALIFORNIA DEPART	S. DELIGHT P.E. LICENSE RENEWAL 2014	115.00	115.00

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Date	Check #	Vendor	Description	Amount Paid	Check Total
08/07/2014	82418	05367 DOUG HORNER	BOARD MEETING ATTENDANCE - 07/16/14	50.00	50.00
08/07/2014	82419	06592 DRAKE CONTROLS	COGEN 1 - TECHJET VALVE	7,672.67	7,672.67
08/07/2014	82420	06761 SARAH DUONG	REFUND 101 LANDSDOWNE LOOP	14.78	14.78
08/07/2014	82421	00280 ECOWATER SYSTEMS	LAB WATER SOFTENER EXCHANGE TANKS AUG '1	205.20	205.20
08/07/2014	82422	06737 ENVIROSERV	SAG Media Removal	2,745.86	2,745.86
08/07/2014	82423	00307 FAIRWAY EQUIPMENT & SUPPLY	TRANSLUCENT WHITE TUBING FOR FERROUS CHL	2,244.98	5,044.22
			D.O. HEAT LOOP PUMP, RECYCLE WATER STATI	2,187.10	
			PLANT SUPPLIES & INNER SEWER REPAIR	612.14	
08/07/2014	82424	02656 FASTENAL COMPANY	MISC SUPPLIES FOR FOD	192.92	192.92
08/07/2014	82425	00313 FASTSIGNS	DROUGHT - LAWN SIGNS (2ND PRINTING)	1,360.20	1,360.20
08/07/2014	82426	00314 FEDEX	WWTP: OVERNIGHT DELIVERY CHARGES JUL '14	17.60	17.60
08/07/2014	82427	02914 STATE OF CALIFORNIA FRANCHI	FRANCHISE TAX BOARD: PAYMENT	70.00	70.00
08/07/2014	82428	06753 YUAN GAO	REFUND 6981 ALMAO CREEK TRAIL	46.76	46.76
08/07/2014	82429	00352 GOLDEN STATE FLOW MEASURI	METERS AND PARTS	9,107.28	16,519.28
			TRIMBLE EQUIPMENT	7,412.00	
08/07/2014	82430	06759 GRATIA REALTY	REFUND 336 ADELAIDE HILLS CT	143.22	143.22
08/07/2014	82431	06763 RICHARD GUION	REFUND 2275 MAGNOLIA BRIDGE DR	80.39	80.39
08/07/2014	82432	06756 DAVID HATFIELD	REFUND 3745 WHITWORTH DR	48.70	48.70
08/07/2014	82433	00388 HEATH'S WELDING SUPPLY	HELIUM	282.31	282.31
08/07/2014	82434	06750 VANESSA HO	REFUND 7411 NEWCASTLE LN	51.12	51.12
08/07/2014	82435	00417 IDEXX DISTRIBUTION, INC	TESTING CHEMICALS AND SUPPLIES	14.87	14.87
08/07/2014	82436	06757 VICTORIA JASSO	REFUND 4331 FITZWILLIAMS ST	47.56	47.56
08/07/2014	82437	06023 JERRY PENTIN	BOARD MEETING ATTENDANCE - 07/16/14	50.00	50.00

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Date	Check #	Vendor	Description	Amount Paid	Check Total
08/07/2014	82438	05882 KB HOMES	REFUND 4799 TRAVERTINO ST	95.36	95.36
08/07/2014	82439	06755 SARAH LINAYAO	REFUND 3925 MADBURY CT	60.64	60.64
08/07/2014	82440	03958 LIVERMORE AUTO GROUP	#20 BRAKE PADS	68.09	68.09
08/07/2014	82441	06762 MEGA PRO CAPITAL INC	REFUND 1114 NANCY LN	185.19	185.19
08/07/2014	82442	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: W/E 7/13/14	1,146.65	1,146.65
08/07/2014	82443	04231 MSC INDUSTRIAL SUPPLY CO	HARD HATS	278.87	542.43
			EAR PLUGS	263.56	
08/07/2014	82444	00574 MUNICIPAL MAINT EQUIP INC.	#77 HYDRAULIC MOTOR AND FILTER	617.10	617.10
08/07/2014	82445	04796 NAPA AUTO PARTS	#35 THERMOSTAT AND GASKET	8.15	22.47
			FILTERS FOR FORD FUSION	8.15	
			#60 FLASHER UNIT	6.17	
08/07/2014	82446	02109 ONE HOUR DELIVERY SERVICE,	ONE HOUR DELIVERY - BOD 7/11 & CIP 7/8 M	238.72	238.72
08/07/2014	82447	06752 TERRY OPREY	REFUND 11740 SERRA CT	104.64	104.64
08/07/2014	82448	00620 P G & E	PUMP STATION 300B ELEC - JULY 2014	10,026.80	18,812.29
			PUMP STATION R200A ELEC - JULY 2014	5,223.49	
			PUMP STATION 30A ELEC - JULY 2014	2,947.07	
			PUMP STATION 300C ELECTRICITY - JULY 201	523.86	
			RESERVOIR 20A ELECTRICITY - JULY 2014	49.43	
			RESERVOIR R200 ELECTRICITY - JULY 2014	41.64	
08/07/2014	82449	06754 CHONG PAK	REFUND 4079 MC CRELLIS PL	51.28	51.28
08/07/2014	82450	05543 ADMINISTRATORS (PBIA) PREFE	AUGUST 2014 - DENTAL	23,105.22	23,105.22
08/07/2014	82451	06148 PROPERTY ALLIANCE	REFUND 3071 SILVA WAY	146.43	146.43
08/07/2014	82452	03115 R & S ERECTION OF CONCORD I	SECTIONAL/ GARAGE DOOR FOR UTILITY BLDG	3,100.00	3,100.00
08/07/2014	82453	04251 R.L. RIGHETTI ENTERPRISES IN	COGEN CYLINDER HEAD REBUILD - PARTS (PAR	6,955.02	

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Date	Check #	Vendor	Description	Amount Paid	Check Total
			COGEN CYLINDER HEAD REBUILD - PARTS	379.78	7,334.80
08/07/2014	82454	06751 THOMAS REGENIE	REFUND 11583 MANZANITA LN	99.48	99.48
08/07/2014	82455	06749 FAHM SAEYANG	REFUND KILRUSH AVE	120.04	120.04
08/07/2014	82456	06261 SAN JOSE WATER CO. FBO BAY	MEMBERSHIP: BAYWORK 2014-2015	5,550.00	5,550.00
08/07/2014	82457	05784 SKM SYSTEMS ANALYSIS, INC.	FY2015: ANNUAL SOFTWARE MAINT & TECH SUP	1,900.00	1,900.00
08/07/2014	82458	02444 STAPLES ADVANTAGE	TONER, COPY PAPER, REGISTER ROLLS, ETC.	1,401.84	
			ERGO KEYBOARD	43.55	1,445.39
08/07/2014	82459	02017 TOLL BROTHERS	REFUND ACCT # 05-80-908285-000 BILLED IN	331.22	
			REFUND ACCT # 05-80-230430-000 BILLED IN	254.21	
			REFUND ACCT # 05-80-230431-000 BILLED IN	152.51	737.94
08/07/2014	82460	06688 TOP OF THE LINE BUILDING MAI	ONE TIME CLEANING OF DISTRICT OFFICE	1,400.00	1,400.00
08/07/2014	82461	03377 TRI VALLEY AUTO INTERIORS	#38 SEAT REPAIR	245.85	245.85
08/07/2014	82462	00903 UNITED RENTALS, INC.	8 BULK PROPANE	34.79	34.79
08/07/2014	82463	00556 UNITED WAY OF THE BAY AREA	UNITED WAY: PAYMENT	233.93	233.93
08/07/2014	82464	05026 UNIVAR USA INC.	SODIUM HYPOCHLORITE FOR THE WWTP 7/14/14	2,355.77	
			SODIUM HYPOCHLORITE FOR THE WWTP 7/17/14	2,298.10	4,653.87
08/07/2014	82465	00914 VALLEY PLUMBING HOME CTR, I	BACKFLOW TEST FOR DISTRICT - WWTP, PLANT	258.00	
			BACKFLOW TEST FOR DISTRICT - WWTP NO LOC	95.63	
			BACKFLOW TEST FOR DISTRICT - 7176 JOHN SO	64.50	
			BACKFLOW TEST FOR DISTRICT - AT PUMP STA	64.50	482.63
08/07/2014	82466	00920 VASCO ROAD LANDFILL	UNLOADING OF WWTP SOLIDS/GRIT ON 7/1 & 7	479.06	479.06
08/07/2014	82467	00933 VWR INTERNATIONAL, INC.	CHEMICALS AND SUPPLIES	50.17	
			PIPET TIP	25.26	75.43
08/07/2014	82468	02884 WEST VALLEY CONSTRUCTION	ON-CALL REPAIR @ SIERRA CT., DUBLIN	16,845.62	

Check History Description Listing

Dublin San Ramon Services District

From: 7/29/2014

To: 8/25/2014

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Date	Check #	Vendor	Description	Amount Paid	Check Total
			ON-CALL REPAIR @ VARIUS LOCATIONS: SAW C	13,927.95	
			ON-CALL REPAIRS FOR 8526 BRIARWOOD	3,731.80	34,505.37
08/07/2014	82469	00966 WHITLEY BURCHETT & ASSOCIA	14-R025 TASK ORDER OC-2	12,446.42	12,446.42
08/08/2014	1000451075	01111 CALPERS	AUGUST 2014 - ER CODE 0740 & 7316	174,710.79	174,710.79
08/11/2014	1374	00494 PERS	RETIREMENT: PAYMENT	46,144.09	46,144.09
08/11/2014	7956	05511 CALIFORNIA STATE	CHILD SUPPORT GARNISHMENT: PAYMENT	380.30	380.30
08/11/2014	607081114	01098 NATIONWIDE RETIREMENT SOLI	NATIONAL DEFERRED COMPENSATION: PAYMENT	41,008.39	41,008.39
08/12/2014	94158171	00558 IRS - PAYROLL TAXES	FEDERAL WITHHOLDING TAXES: PAYMENT	127,640.52	127,640.52
08/12/2014	910191056	00559 EDD - PAYROLL	CALIFORNIA STATE TAXES: PAYMENT	22,746.32	22,746.32
08/14/2014	82470	00710 AAI TERMITE & PEST CONTROL	MONTHLY PEST CONTROL AND ABATEMENT SERVI	145.00	
			PEST CONTROL @ 10653 DUBLIN BLVD. ON 7/2	45.00	
			PEST CONTROL @ 793 4TH ST. ON 7/22/14	45.00	235.00
08/14/2014	82471	00031 ALLIED PACKING & SUPPLY INC.	GASKETS FOR CO-GEN	260.75	260.75
08/14/2014	82472	01013 BARRETT BUSINESS SERVICES	J. KAUFFMAN: W/E 7/13/14	1,126.40	
			D. LEWIS: W/E 7/13/14	1,126.40	
			L. RIDDLE: W/E 7/18/14	1,126.40	
			C. SCHMIDT: W/E 7/20/14	1,011.20	
			M. ROBERSON: W/E 7/20/14	998.40	
			B. THOMSON: W/E 7/13/14	844.80	
			J. KAUFFMAN: W/E 7/6/14	844.80	
			D. LEWIS: W/E 7/6/14	844.80	
			D. RODRIGUEZ: W/E 7/13/14	665.60	
			R. LAM: W/E 7/6/14	614.40	
			R. LAM: W/E 7/13/14	614.40	
			R. LAM: W/E 7/20/14	614.40	
			J. KAUFFMAN: W/E 7/20/14	563.20	

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Date	Check #	Vendor	Description	Amount Paid	Check Total
			D. LEWIS: W/E 7/20/14	563.20	
			L. RIDDLE: W/E 7/13/14	563.20	
			D. RODRIGUEZ: W/E 7/6/14	544.00	
			B. THOMSON: W/E 7/20/14	496.00	
			B. THOMSON: W/E 7/6/14	422.40	
			M. MULLER: W/E 7/20/14	384.00	
			D. RODRIGUEZ: W/E 7/20/14	384.00	
			K. KOLODZIE: W/E 7/20/14	337.92	
			L. KUEFNER: W/E 7/13/14	276.48	
			L. KUEFNER: W/E 7/20/14	253.44	
			K. KOLODZIE: W/E 7/13/14	218.88	
			L. KUEFNER: W/E 7/6/14	207.36	
			K. KOLODZIE: W/E 7/6/14	145.92	
			J. PHILIPPE: W/E 7/20/14	102.40	15,894.40
08/14/2014	82473	00216 DAIOHS U.S.A. INC.	HOT BEVERAGE @ DO - AUGUST 2014	233.27	233.27
08/14/2014	82474	00319 FISHER SCIENTIFIC	HYDROXYLAMIN/HCL	150.31	
			HAZARD LABELS	47.36	197.67
08/14/2014	82475	03930 GEXPRO GENL SUPPLIES &	GE GLOBAL CARE FOR WWTP	29,158.79	
			GE GLOBAL CARE FOR FOD	8,125.15	
			GE GLOBAL CARE FOR DERWA	851.02	
			GE GLOBAL CARE FOR EOC	425.51	38,560.47
08/14/2014	82476	04424 GRAYBAR ELECTRIC COMPANY	LB & COVERS FOR LEVEL TRANSMITTERS ON TA	120.06	
			LB FOR 2-WATER TO SEAL WATER TANK	62.78	
			REPLT BLADES FOR CORDLESS BAND SAWS	49.07	231.91
08/14/2014	82477	00608 OFFICE TEAM	M. CHESSING: W/E 8/3/14	1,128.00	
			TEMP SVCS W/E 08/01/14 - MONTAGUE	997.50	2,125.50
08/14/2014	82478	01403 PRAXAIR DISTRIBUTION INC 186	CYLINDER RENTAL	53.49	53.49

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Date	Check #	Vendor	Description	Amount Paid	Check Total
08/14/2014	82479	00762 TESTAMERICA LABORATORIES I	SAMPLE TESTING	150.00	
			SAMPLE TESTING	25.00	175.00
08/14/2014	82480	00937 W.W. GRAINGER, INC.	LABEL CARTRIDGE FOR GENERAL LABELING	172.28	172.28
08/14/2014	82481	01719 A & M PRINTING, INC.	DROUGHT: NOTICE TO PRA RECIPIENTS MAILIN	1,301.79	1,301.79
08/14/2014	82482	06768 ACWA 2014 FALL CONFERENCE	STEPHENSON - ACWA FALL CONFERENCE 2014 R	695.00	695.00
08/14/2014	82483	02158 AMADOR VALLEY INDUSTRIES	FOD DUMPSTER RENTAL & 20 YD DROP BOX FOR	884.90	884.90
08/14/2014	82484	06552 BILLING SOLUTIONS INC. AMERI	AMCOBI - PORTAL	1,250.00	1,250.00
08/14/2014	82485	02217 BSK ASSOCIATES INC.	SAMPLE TESTING	250.00	250.00
08/14/2014	82486	00105 CAL-STEAM	PARTS FOR ROAD SIGN CONTAINERS IN CONFIN	339.44	
			SINK FOR D.O.	197.31	
			PARTS FOR ROAD SIGN CONTAINERS IN CONFIN	46.38	583.13
08/14/2014	82487	00118 CALTEST ANALYTICAL LAB	SAMPLE TESTING	180.50	
			14-P004 SAMPLE ANALYSIS	166.25	
			AMMONIA STUDY	148.20	494.95
08/14/2014	82488	01167 CITY OF DUBLIN	ENCROACHMENT PERMIT @ 7323 STARWARD DR E	478.00	
			ENCROACHMENT PERMIT @ 8415 MULBERRY PL O	478.00	956.00
08/14/2014	82489	00157 CITY OF PLEASANTON	DROUGHT RW SIGNS FOR RESIDENTS	596.53	596.53
08/14/2014	82490	06614 COAST RADIO COMPANY, INC.	RADIO AD FOR JULY 2014 - DROUGHT MESSAGE	22,680.00	22,680.00
08/14/2014	82491	05082 CODE PUBLISHING INC.	CODE PUBLISHING- WEB HOSTING- JULY 2014	600.00	600.00
08/14/2014	82492	05196 COMCAST	BUSINESS TV BASIC 08/07/14-09/06/14	13.97	13.97
08/14/2014	82493	00208 CSRMA	DEDUCTIBLE RECOVERY/CLAIM FILE OPEN	2,272.50	
			DEDUCTIBLE RECOVERY/CLAIM FILE OPEN	2,048.75	4,321.25
08/14/2014	82494	00271 EARL ISING INC.	DI EXCHANGE	266.65	266.65
08/14/2014	82495	06638 ENVIRONMENTAL WATER SOLU	COMPRESSOR REBUILD - LEROI AIREND	4,524.02	4,524.02

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
08/14/2014	82496	00307 FAIRWAY EQUIPMENT & SUPPLY	LAVWMA: FLANGES & GASKETS FOR PUMP STATI	805.41	805.41
08/14/2014	82497	02656 FASTENAL COMPANY	MISC SUPPLIES	592.73	
			MISC PARTS	217.73	
			MISC SUPPLIES	87.46	897.92
08/14/2014	82498	00313 FASTSIGNS	METER TAGS - EMERGENCY SHUT OFF NOTICE	1,001.19	
			EMPLOYEE NAME PLATE BAHLOUL	17.44	1,018.63
08/14/2014	82499	03900 GARTON TRACTOR INC	DLD HARVESTING: TRACTOR RENTAL JUL '14	5,514.75	5,514.75
08/14/2014	82500	00352 GOLDEN STATE FLOW MEASUREMENT	CREDIT FOR TRAD-IN METERS	-2,777.87	
			120 1" METERS & 160 5/8" METERS	44,498.60	41,720.73
08/14/2014	82501	03149 HDS WHITE CAP CONST SUPPLY	3 RAZORBACK 48" SHOVELS	98.07	
			MISC PARTS	49.67	147.74
08/14/2014	82502	00388 HEATH'S WELDING SUPPLY	LPG FOR WWTP FORKLIFT	100.28	100.28
08/14/2014	82503	03718 HR SIMPLIFIED	2014 POS/DCA/FSA	1,438.18	1,438.18
08/14/2014	82504	04298 INDUSTRIAL AIR POWER LLC	DERWA: TRANSDUCER - ATLAS COPCO REPLACEMENT	903.10	903.10
08/14/2014	82505	03958 LIVERMORE AUTO GROUP	SPARK PLUGS FOR #27	100.28	100.28
08/14/2014	82506	02166 MAZE & ASSOCIATES	FY14 LAVWMA AUDIT - JUNE SERVICES	4,925.00	4,925.00
08/14/2014	82507	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: W/E 7/20/14	1,308.15	1,308.15
08/14/2014	82508	04231 MSC INDUSTRIAL SUPPLY CO	CO-GEN LADDER	352.33	
			TOOLS FOR TRUCK 60 & 80	335.47	687.80
08/14/2014	82509	01257 OMEGA INDUSTRIAL SUPPLY INC	CHEMICALS FOR WWTP	878.03	878.03
08/14/2014	82510	02109 ONE HOUR DELIVERY SERVICE, INC	ONE HOUR DELIVERY - BOD MAIL DELIVERY -	120.00	120.00
08/14/2014	82511	00620 P G & E	PUMP STATION 200A ELEC - JULY 2014	5,847.03	
			DISTRICT OFFICE ELECTRICITY - JULY 2014	5,660.82	
			PUMP STATION R300B ELEC - JULY 2014	1,805.08	

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			PUMP STATION 4A ELEC - JULY 2014	553.88	
			DISTRICT OFFICE GAS SERVICE - JULY 2014	280.88	
			DO UTILITY BUILDING ELEC - JULY 2014	257.42	
			RESERVOIR R100 ELEC - JULY 2014	18.78	
			ALAMO TRUNK SEWER ELEC - JULY 2014	17.24	
			DO UTILITY BUILDING GAS SVC - JULY 2014	15.38	
			JOHNSON DRIVE STREETSCAPE ELEC - JULY 20	12.61	14,469.12
08/14/2014	82512	03173 BETH FREELAND PETTY CASH	PETTY CASH REIMBURSE WE 06/30/2014	93.46	93.46
08/14/2014	82513	02564 PIPE USERS GROUP	NORTHERN CALIFORNIA PIPE USERS GROUP - M	350.00	350.00
08/14/2014	82514	04211 PLATT ELECTRIC SUPPLY	P.S. 1A MOTOR STARTERS SPARE PARTS	3,985.36	
			WIRE AND PARTS FOR NEW PLANT COMPRESSOR	268.89	
			ELE MATLS FOR PS R20 POWER PROJECT	87.42	
			REPLT BATTERY COMPARTMENT FOR FLUKE 289	34.39	4,376.06
08/14/2014	82515	00663 PLEASANTON GARBAGE SVC IN	TRANSPORT OF SOLIDS/GRIT SCREENINGS JUL	3,861.07	3,861.07
08/14/2014	82516	04951 PLEASANTON TRUCKING	TRUCKING VULCAN MATERIAL TO FOD SITE 7-2	179.48	
			TRUCKING-VULCAN MATERIAL TO FOD SITE 7-2	170.00	349.48
08/14/2014	82517	01168 PRSA	STEPHENSON - PRSA MEMBERSHIP RENEWAL	330.00	330.00
08/14/2014	82518	04105 R&B COMPANY	MISC PARTS FOR METERS	707.41	
			MISC PARTS FOR METERS	628.93	1,336.34
08/14/2014	82519	00699 REDWOOD COAST PETROLEUM	GASOLINE DELIVERY TO THE WWTP	1,918.05	1,918.05
08/14/2014	82520	05355 SELECT IMAGING	BUSINESS CARDS (QTY 500) - WEIR	191.91	191.91
08/14/2014	82521	02470 SHRED-IT	SHREDDING SERVICES JULY 2014	84.53	84.53
08/14/2014	82522	00774 SIEMENS INDUSTRY, INC	TROUBLE CALL FOR CM OF PXC24.2-PE.A CONT	2,159.60	2,159.60
08/14/2014	82523	00829 T & T VALVE & INSTRUMENTS IN	(2) 10" CHECK VALVES FOR PS 20B PUMPS 4	4,219.65	
			LAVWMA: FLAPPER VALVES FOR BASINS 1 & 2	1,851.64	6,071.29

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08/14/2014	82524	00862 TIFCO INDUSTRIES	MISC OPERATING SUPPLIES	913.67	
			MISC OPERATING SUPPLIES	854.26	1,767.93
08/14/2014	82525	05824 TJC AND ASSOCIATES, INC.	22CI276 ELECTRICAL MODELING TASK 1 6/30/	6,610.00	6,610.00
08/14/2014	82526	00872 TRANSCAT	CASE AND HANGING KIT FOR RTD METER	84.86	84.86
08/14/2014	82527	00896 UNDERGROUND SERVICE ALER	LAVWMA: ANNUAL MEMBERSHIP RENEWAL	152.94	152.94
08/14/2014	82528	00903 UNITED RENTALS, INC.	RENTAL: BACK-UP AIR COMPRESSOR FOR PLANT	292.37	292.37
08/14/2014	82529	05026 UNIVAR USA INC.	SODIUM HYPOCHLORITE FOR THE WWTP ON 7/25	2,251.75	2,251.75
08/14/2014	82530	00911 VADEN, KAREN - PETTY CASH	DO PETTY CASH WE 06/30/2014	32.11	32.11
08/14/2014	82531	00914 VALLEY PLUMBING HOME CTR, I	DSRSD BACKFLOW TESTING SN# 121734 & SN#	193.50	
			DSRSD BACKFLOW TESTING SN# 0110110806	129.00	
			DSRSD BACKFLOW TEST SN# F0603091128	129.00	
			DSRSD BACKFLOW TEST SN# 29786	64.50	
			DSRSD BACKFLOW TEST SN# A175996	64.50	
			DSRSD BACKFLOW TESTING SN#76817	64.50	
			DSRSD BACKFLOW TEST SN# AJ6111	64.50	
			DSRSD BACKFLOW TEST SN# 240959	64.50	
			DSRSD BACKFLOW TEST SN# A167334	64.50	838.50
08/14/2014	82532	00920 VASCO ROAD LANDFILL	UNLOADING OF WWTP SOLIDS/GRIT 7/17 & 7/1	930.32	930.32
08/14/2014	82533	00933 VWR INTERNATIONAL, INC.	BARNSTEAD SANITATION SYRINGE	38.01	38.01
08/14/2014	82534	00946 WATEREUSE ASSOCIATION	WATEREUSE DPR INITIATIVE CONTRIBUTION	75,000.00	75,000.00
08/14/2014	82535	02884 WEST VALLEY CONSTRUCTION	ON-CALL REPAIR @ 12TH & DAVIS	3,924.80	
			ON-CALL REPAIR @ 5TH & DAVIS	3,482.60	7,407.40
08/14/2014	82536	00987 ZONE 7 WATER AGENCY	DOUGHERTY VALLEY O&M FOR 5/25/14 THROUGH	5,154.07	5,154.07
08/14/2014	82537	06116 JOSEPH ZUMMO	REFUND 8480 WICKLOW LN	336.72	336.72

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08/18/2014	8182014	03718 HR SIMPLIFIED	2014 POS	1,420.63	1,420.63
08/21/2014	82538	01013 BARRETT BUSINESS SERVICES	L. RIDDLE: W/E 7/27/14	1,100.80	
			C. SCHMIDT: W/E 7/27/14	1,024.00	
			M. ROBERSON: W/E 7/27/14	1,024.00	
			D. LEWIS: W/E 7/27/14	774.40	
			R. LAM: W/E 7/27/14	614.40	
			B. THOMSON: W/E 7/27/14	563.20	
			M. MULLER: W/E 7/27/14	537.60	
			L. KUEFNER: W/E 7/27/14	307.20	5,945.60
08/21/2014	82539	00085 RHODORA BIAGTAN	BIAGTAN REIMB EXP AT BACWA RW 08/06/14	99.92	99.92
08/21/2014	82540	00319 FISHER SCIENTIFIC	COLIFORM WATER BATH	2,233.07	2,233.07
08/21/2014	82541	04424 GRAYBAR ELECTRIC COMPANY	ELE PARTS FOR @ R20 POWER PROJECT	693.41	
			ELE PARTS FOR CONDUIT @ R20 POWER PROJEC	290.49	
			ELE PARTS FOR @ R20 POWER PROJECT	137.20	
			CONDUIT & FITTINGS FOR RES 2A LEVEL TRAN	16.73	1,137.83
08/21/2014	82542	00386 HDR ENGINEERING INC.	CIP 15-R009 RW EXP PH 1 - GLEASON DR RW	5,969.12	5,969.12
08/21/2014	82543	01242 INFO SEND, INC	UB BILLING PRINTING/MAILING SVCS JULY 14	3,904.64	3,904.64
08/21/2014	82544	00439 IUOE LOCAL 39	LOCAL 39 UNION DUES: PAYMENT	4,267.93	4,267.93
08/21/2014	82545	00473 KEMIRA WATER SOLUTIONS INC	KEMIRA PAX-XL8 FOR DERWA RW TREATMENT ON	10,336.19	10,336.19
08/21/2014	82546	04529 LAI & ASSOCIATES, INC.	7-26-14 8415 MULBERRY PLACE FIELD DENSIT	621.75	
			7-12-14 7099 ELBA WAY FIELD DENSITY TEST	612.75	1,234.50
08/21/2014	82547	01416 MANCO	SCADA - ISOLATED ANALOG INPUT MODULE	1,253.05	1,253.05
08/21/2014	82548	01171 MCGUIRE & HESTER	INSTALL 2-INCH WATER SERVICE AT DUBLIN P	15,824.97	15,824.97
08/21/2014	82549	00608 OFFICE TEAM	M. CHESSING: W/E 8/10/14	1,128.00	
			TEMP SVCS W/E 08/08/14 - MONTAGUE	427.50	1,555.50

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08/21/2014	82550	04553 PACHECO BROTHERS GARDEN	MONTHLY LANDSCAPE MAINTENANCE AUG '14	3,360.00	
			DLD: INSTALLED NEW CLOCKS FOR IRRIGATION	657.48	
			MONTHLY LANDSCAPE MAINT PS R200A AUG '14	75.00	4,092.48
08/21/2014	82551	00685 R.S. HUGHES CO., INC.	CLASS 3 TRAFFIC VESTS (PPE)	99.08	
			CLASS 3 TRAFFIC VESTS	48.91	147.99
08/21/2014	82552	04973 NATERCIA SAUCEDA	CASE ID FL364781: PAYMENT	616.15	616.15
08/21/2014	82553	00762 TESTAMERICA LABORATORIES I	SAMPLE TESTING	20.00	20.00
08/21/2014	82554	00843 THE COVELLO GROUP INC	STANDARD SPECS TO CSI - PROF SVCS 7/1 -	5,015.00	5,015.00
08/21/2014	82555	04694 VULCAN MATERIALS CO	COLD MIX FOR REPAIRS	1,004.82	
			23.93 TONS OF ROAD BASE FOR MISC REPAIRS	290.19	1,295.01
08/21/2014	82556	06643 WEIR TECHNICAL SERVICES	MANAGEMENT SVCS/EXPENSES - JULY 2014	8,183.16	8,183.16
08/21/2014	82557	00019 A-1 ENTERPRISES	LAVWMA: WEEKLY STREET SWEEPING	275.00	275.00
08/21/2014	82558	03597 ALAMEDA CTY ENVIRONMENTAL	HMBP FEE: TO #2 FACILTIY NO. FA0308576	273.00	
			HMBP FEE: TO #4 FACILTIY NO. FA0308577	273.00	
			HMBP FEE: TO #5 FACILTIY NO. FA0308578	273.00	
			HMBP FEE: TO #1 FACILTIY NO. FA0308575	273.00	1,092.00
08/21/2014	82559	00026 ALCO IRON & METAL	POWER PANEL MATERIALS - R20 BACKBOARD SU	1,051.56	1,051.56
08/21/2014	82560	00026 ALCO IRON & METAL	STEEL SQ TUBE FOR STOCK	122.08	122.08
08/21/2014	82561	02158 AMADOR VALLEY INDUSTRIES	DO GARBAGE- DO 107786 JULY 2014	307.67	307.67
08/21/2014	82562	06692 AQUEENT LLC	J. GLOYSTEIN: W/E 7/27/14	960.00	960.00
08/21/2014	82563	00058 ARROWHEAD MOUNTAIN SPRIN	BOTTLED WATER - LAB	55.14	55.14
08/21/2014	82564	00622 AT&T	LAVWMA PS PHONE & DSL AUG '14	203.44	203.44
08/21/2014	82565	03813 AT&T CONFERENCING	CONF CALL 07/30/2014	135.52	135.52
08/21/2014	82566	05097 BATTERIES PLUS	REPLT BATTERIES FOR TURN-OUT 1 FIRE ALAR	85.00	85.00

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08/21/2014	82567	05098 BIOVIR LABORATORIES, INC.	SALMONELLA TESTING	245.00	245.00
08/21/2014	82568	00091 BOLD, POLISNER, MADDOW, NEI	MONTHLY LEGAL SERVICES - 07/14	12,937.40	12,937.40
08/21/2014	82569	01085 CALPERS LONG-TERM CARE PR	LONG-TERM CARE: PAYMENT	98.26	98.26
08/21/2014	82570	00105 CAL-STEAM	DROUGHT: PLUMBING PARTS FOR RW FILL STAT	209.80	209.80
08/21/2014	82571	00118 CALTEST ANALYTICAL LAB	14-P004 SAMPLE ANALYSIS	332.50	332.50
08/21/2014	82572	01167 CITY OF DUBLIN	ENCROACHMENT PERMIT 11841 W VOMAC RD, DU	478.00	478.00
08/21/2014	82573	02288 COMPUCOM SYSTEMS INC.	WIN SERV LICENSES TRUE UP	10,483.56	
			WIN SERV LICENSES STEP UP	421.56	10,905.12
08/21/2014	82574	03997 CORRPRO COMPANIES, INC.	LAVWMA:TROUBLESHOOT RECTIFIER P-10	1,009.25	1,009.25
08/21/2014	82575	03154 DAPPER TIRE CO	CREDIT INVOICE FOR TIRES	-295.69	
			CREDIT INVOICE FOR RETURN OF TIRES	-177.64	
			#37 TIRES	434.24	
			TIRES FOR STOCK	352.91	313.82
08/21/2014	82576	00237 DERWA	JULY 2014 OPER EXP - DSRSD SHARE	4,496.03	4,496.03
08/21/2014	82577	00252 DONALD R. WHITE, TAX COLLEC	2014-2015 UNSECURED PROP TAX 941-2838-10	189.25	189.25
08/21/2014	82578	00405 ECS HOUSE INDUSTRIES INC	PARTS FOR FSL MIXERS	1,546.33	1,546.33
08/21/2014	82579	05495 EWING	PARTS FOR A REPAIR @ TO #2	44.26	
			TURN OUT #2 REPAIR: COUPLINGS AND COPPER	44.26	88.52
08/21/2014	82580	02656 FASTENAL COMPANY	WASHERS FOR CHECK VALVES INSTALL @ PS 20	26.30	26.30
08/21/2014	82581	00314 FEDEX	SHIPPING CHARGES 08/07/14 & 08/12/14	57.19	57.19
08/21/2014	82582	02914 STATE OF CALIFORNIA FRANCHI	FRANCHISE TAX BOARD: PAYMENT	70.00	70.00
08/21/2014	82583	00352 GOLDEN STATE FLOW MEASURI	88 CONNECTION GASKET - 3/4-THIN	22.99	22.99
08/21/2014	82584	00392 HEUSSER NEWEIGH	CALIBRATION	430.00	430.00

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08/21/2014	82585	06732 HIRERIGHT, INC.	EMPLOYMENT BACKGROUND SCREENING (BAHLOUL	49.85	49.85
08/21/2014	82586	06657 JPA LANDSCAPE AND CONSTRU	RESIDENTIAL LANDSCAPE REPAIRS APPROVED F	405.25	
			IRRIGATION INSPECTION AT 5896 ANNANDALE	139.70	544.95
08/21/2014	82587	00468 KAMAN INDUSTRIAL TECHNOLO	PARTS FOR AERATION MIXER	318.11	318.11
08/21/2014	82588	06166 KBA	COPIERS UCC & LEASE 08/01-08/31/14	805.52	805.52
08/21/2014	82589	06166 KBA	COPIER FOD/ENGR/MAINT 07/1/14 - 07/31/14	374.06	374.06
08/21/2014	82590	06205 LEE & ASSOCIATES RESCUE INC	CONFINED SPACE ADVANCED SKILLS TRAINING	3,000.00	3,000.00
08/21/2014	82591	00509 LIEBERT CASSIDY WHITMORE	EMPLOYMENT RELATED LEGAL SERVICES	6,094.50	
			EMPLOYMENT RELATED LEGAL SERVICES	5,752.95	
			EMPLOYMENT RELATED LEGAL SERVICES	3,125.08	
			GENERAL LEGAL SERVICES 07/14	562.50	15,535.03
08/21/2014	82592	03127 LUHDORFF & SCALMANINI	PROF SRVCS: REVIEW WATER QUALITY DATA/ T	402.50	402.50
08/21/2014	82593	05897 MERIT RESOURCE GROUP	A. MCCAFFERY: W/E 7/27/14	1,227.40	1,227.40
08/21/2014	82594	04231 MSC INDUSTRIAL SUPPLY CO	900 CAP OPEN FRAME FURNITURE DOLLY	81.12	
			WATER COOLERS FOR FIELD STAFF (BACKUP ST	36.54	117.66
08/21/2014	82595	04796 NAPA AUTO PARTS	SHOP SUPPLIES	18.00	18.00
08/21/2014	82596	02109 ONE HOUR DELIVERY SERVICE,	ONE HOUR DELIVERY - BOD 7/22 & 7/25 CI	238.72	238.72
08/21/2014	82597	00620 P G & E	WWTP ELECTRIC - JUNE/JULY 2014 (TRUE-UP	400,040.97	
			PUMP STATION R200B ELEC - JULY 2014	7,361.46	
			FSL AERATORS; LAB HVAC; FLEET - JULY 201	2,212.62	
			PUMP STATION 300A ELEC - JULY 2014	460.84	
			LAVWMA PIPELINE & LIVERMORE LINE AUG '14	413.54	
			PUMP STATION 10A ELEC - JULY 2014	130.43	
			PUMP STATION 2B ELEC - JULY 2014	121.83	410,741.69
08/21/2014	82598	03442 RABBIT OFFICE AUTOMATION	COPIER LEASE LAB/CUST SVC - AUG. 2014	440.36	440.36

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08/21/2014	82599	00699 REDWOOD COAST PETROLEUM	GASOLINE DELIVERY TO THE WWTP	1,241.25	1,241.25
08/21/2014	82600	05449 SAMBA HOLDINGS, INC.	DMV REPORTING FOR 07-14	171.72	171.72
08/21/2014	82601	00829 T & T VALVE & INSTRUMENTS IN	10" CHECK VALVE FOR PS 20B SPARE	2,179.66	
			LAVWMA: SEAL PLUG ASSY & FLOAT + STEAM F	665.62	2,845.28
08/21/2014	82602	04940 THE PUBLIC RETIREMENT JOUR	PERS PAC ANNUAL MEMBERSHIP 14-15	250.00	250.00
08/21/2014	82603	06650 TOKAY SOFTWARE	BACKFLOW SOFTWARE PURCHASE FOR CLEAN WAT	26,045.00	26,045.00
08/21/2014	82604	00903 UNITED RENTALS, INC.	RENTAL OF VIB PLATE MEDIUM #3400 @ BETLA	156.30	156.30
08/21/2014	82605	00556 UNITED WAY OF THE BAY AREA	UNITED WAY: PAYMENT	233.93	233.93
08/21/2014	82606	05026 UNIVAR USA INC.	SODIUM HYPOCHLORITE FOR THE WWTP ON 7/30	2,252.65	
			SODIUM HYPOCHLORITE FOR DERWA OPERATIONS	2,085.83	4,338.48
08/21/2014	82607	00912 VALLEY CARE HEALTH SYSTEM	RESPIRATOR EVALUATION & AUDIOGRAM - HALL	186.00	
			DOT PHYSICAL - J. RAMOS & S. HALLIDAY	170.00	
			PRE-EMPLOYMENT PHYSICAL/DRUG SCREEN	153.00	509.00
08/21/2014	82608	00924 VERIZON WIRELESS	ON-CALL OP'S CELL PH SVC 07/04 -08/03/14	996.02	996.02
08/21/2014	82609	00933 VWR INTERNATIONAL, INC.	LAVWMA: REAGENTS FOR THE FIELD CONTIUOUS	146.46	
			CHEMICALS AND SUPPLIES	64.24	210.70
08/21/2014	82610	02884 WEST VALLEY CONSTRUCTION	ON-CALL REPAIR @ 12TH ST	1,509.25	1,509.25
08/21/2014	82611	00987 ZONE 7 WATER AGENCY	JULY 2014 CONNECTION FEES	2,155,984.15	
			TREATED WATER SERVICE FOR JULY	768,912.85	2,924,897.00
08/21/2014	82612	03536 U S BANK/ CORP PMT SYSTEMS	WATER EDUCATION SEMINAR: R. GUMBER	-110.00	
			OUTBOARD MOTOR FOR FSL BOAT	1,956.55	
			DROUGHT BBQ APPRECIATION 06/25/2014	1,620.56	
			2014 CASA ANNUAL CONF- REGISTRATION GM &	1,000.00	
			A/C PARTS FOR #78 DUMP TRUCK	882.21	
			ARCGIS CONFERENCE A. JOHNSON	783.42	

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			LUCITY ACT CONFERENCE	750.00	
			OFFICE SUPPLIES:CARTRIDGES, LAMINATING P	682.23	
			SIGNS FOR RECYCLED WATER	550.04	
			HEADLAMPS, FALL PROTECTION TRAUMA STRAPS	481.83	
			AED BACKUP BATTERIES	456.30	
			REPLT DOOR LOCK FOR BLDG 5 WELD BAY DOOR	451.63	
			DLD: Hose for Injector	446.64	
			S. DELIGHT - IPAD MINI PURCHASE	437.91	
			AWWA W2C CONFERENCE MONTEREY - D. LEONAR	432.04	
			AWWA W2C CONFERENCE: JIM DRYDEN HOTEL 6-	432.04	
			SUN HATS (HEAT SAFETY PPE)	376.18	
			1 YR SUBSCRIPTION LYNDA.COM	375.00	
			AED DELUXE CARRYING CASE	359.10	
			EAR MUFFS, EAR PLUGS FOR SCADA/FOD	357.25	
			UNIT #42 TOWING	350.00	
			C. HOFFMANN - CALPELRA ACADEMY 2 REGISTR	345.00	
			MISCELLANEOUS HAND TOOLS FOR PLANT OPS	342.58	
			SOUTHWEST ESRI CONFERENCE A. JOHNSON	331.00	
			OLSEN - PRSA MEMBERSHIP RENEWAL	330.00	
			DISASTER SUPPLIES FOD	306.62	
			OFFICE SUPPLIES:INK CARTRIDGES, ENVELOPE	305.31	
			GIMANELI'S - REFRESHMENTS FOR ACSDA MTG	302.10	
			AED BACKUP PADS CARTRIDGES	301.50	
			MEDIA CLIPPING SERVICES (VIDEOS) - DROUG	285.00	
			HOTEL ACCOMMODATIONS FOR ARMA CONFERENCE	268.95	
			DISASTER SPULLIES FOD SITE	263.93	
			CONCRETE FOR REPAIRS	260.55	
			SECURITY CONSUMABLES; LANYARDS, BADGE RE	258.25	
			DROUGHT - DO BANNER (RECYCLED WATER)	239.09	

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Date	Check #	Vendor	Description	Amount Paid	Check Total
			DISASTER SUPPLIES FOR FOD	226.18	
			MISC SUPPLIES: INK CARTRIDGES, PAPER, NO	219.33	
			STOCK PHOTOS FOR WEBSITE	203.99	
			SUN HATS (HEAT SAFETY PPE)	193.65	
			MISC SUPPLIES FOR FOD	168.50	
			INTERFACE FOR CO-GEN E-3 MODULE	168.17	
			D KURTZ FLIGHT TO LUCITY CONFERENCE	168.00	
			IPAD ACCESSORIES	167.72	
			5 GALLON BUCKETS FOR RESIDENTIAL FILL ST	159.31	
			JMILLER: MEMBERSHIP RENEWAL	156.00	
			SHALLIDAY: MEMBERSHIP RENEWAL	156.00	
			MSAUCEDA: MEMBERSHIP RENEWAL	156.00	
			GASKET, HOSE CLAMPS, DRAIN OPENER (CO-GE	148.24	
			MJOHNSTON: MEMBERSHIP RENEWAL	148.00	
			LAVWMA: CONCRETE FOR LAVWMA MANHOLE LID	146.43	
			DIAPHRAGM & VALVE REPAIR KIT FOR PRESSUR	146.38	
			OCA.DSRSD.COM SINGLE DOMAIN SSL CERT -2	139.98	
			RECYCLED WATER ATTENDANTS - POLO SHIRTS	139.92	
			EAR MUFFS FOR TRACTOR TEMPS	130.76	
			QTY (2) LINKSYS 8 PORT UNMANAGED SWITCHE	119.88	
			AV CARD W/LEGS & ELECTRICAL ATTACHMENT	112.59	
			FONTS	111.73	
			WATER EDUCATION SEMINAR: R. GUMBER	110.00	
			GRILL FOR OPERATIONS DEPARTMENT	107.91	
			MATLS FOR RECYCLED WATER REFILL STATION	104.30	
			DROUGHT - SIGNAGE NEAR RW FILL STATION	104.16	
			INSPECTION TAGS	101.15	
			TOOLS FOR RECYCLE FILLING STATION	100.12	
			OFFICE SUPPLIES:PAPER, PAPER CLIPS	97.34	

Check History Description Listing

Dublin San Ramon Services District

From: 7/29/2014

To: 8/25/2014

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			TECHNICAL REFERENCE BOOKS	96.74	
			CAR WASH & FUEL FOR ENG EXPLORER	88.94	
			POLLARDWATER TOOLS	88.58	
			400 NEOPRENE METER GASKET 1/8	87.20	
			SQUINLAN: MT-3 CERTIFICATE RENEWAL	87.00	
			FILE FOLDERS & FASTERNERS (INCIDENT FIL	86.08	
			TRILITERAL- 3 COPIES OF BOOK " GOVERNING	85.43	
			PCARNEY: MT-2 CERTIFICATE RENEWAL	82.00	
			MJOHNSTON: E/I-2 CERTIFICATE RENEWAL	82.00	
			DROUGHT: CHAIR RENTAL FOR DROUGHT PICNIC	81.00	
			MISC PARTS	80.94	
			JANITORIAL SUPPLIES FOR UTILITY BUILDING	67.44	
			MISC ITEMS - DROUGHT	67.41	
			LF 1-1/2 BRS SST 90 ELL	67.01	
			S. TOM - KEYBOARD AND MOUSE WIRELESS	65.39	
			ELE DIV TEAM BUILDING MEETING	64.60	
			COMPUTER SPEAKERS; POWER STRIP; DESK PAD	63.50	
			BBQ APPRECIATION EXPENSES: REFRESHMENTS	62.28	
			BRADY PRINTER/LABELER REPAIR DEPOSIT	60.00	
			FUEL FOR VEHICLE TO GO TO MONTEREY CONFE	60.00	
			OSH TOOLS	56.30	
			CARB EIN DECALS FOR TRACTORS	55.59	
			EXTRA LIGHTS FOR WWTP GATE KEYPAD	54.10	
			LAVWMA: O-RINGS FOR CAV RE-BUILDING	52.44	
			MISC SUPPLIES - DROUGHT	49.79	
			MISC SUPPLIES - DROUGHT	45.74	
			PVC PIPE & PVC S80 BUSH FOR POLY FEED SY	45.03	
			PHOTOGRAPHY SOFTWARE	44.95	
			OFFICE SUPPLIES:11X17 LAMINATING POUCHES	44.52	

Check History Description Listing

Dublin San Ramon Services District

From: 7/29/2014

To: 8/25/2014

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			SPILL KITS BUCKETS AND PPE TUBS (LAB AND	44.49	
			WATER COOLERS FOR TEMP/FIELD STAFF	44.43	
			AOMAR BAHLOUL EE POLO SHIRT	43.68	
			DELAY TIMER FOR WWTP GATE LIGHTING	42.93	
			LAVWMA: CONCRETE FOR LAVWMA MANWAY REPAI	42.35	
			ATHENS- EXEC TEAM BUILDING LUNCH	41.38	
			PARTS & MATLS FOR BLDG S BATHROOM REPAIR	39.65	
			ALA CO CSDA RAFFLE	39.50	
			AWWA W2C CONFERENCE - MONTEREY 6-14	35.01	
			INDEX DIVIDERS (UNPUNCHED)	34.87	
			8 BULK PROPANE	34.79	
			PROX SWITCH FOR WWTP GATE LIGHTING	33.32	
			FULL MANAGEMENT MEETING 071614 EXPENSE	29.90	
			SAFEWAY - HOST ACSDA MEETING-JULY 9, 201	29.69	
			AWWA W2C CONFERENCE JUNE MONTEREY	29.20	
			SAN DIEGO AIRPORT SHUTTLE LUCITY CONFERE	28.80	
			OFFICE SUPPLIES: LG PAPER TOWEL HOLDER	27.57	
			ICE CHEST FOR SAMPLES	25.06	
			LIGHTING FOR WWTP GATE	24.55	
			DONUTS FOR JOINT MAINT MEETING - 07/22/1	22.50	
			OFFICE SUPPLIES:DESTOP MINI CHEST	21.78	
			LAVWMA: CONCRETE FORMS FOR LAVWMA MANWAY	21.28	
			UTILITY BUILDING JANITORIAL SUPPLIES	21.23	
			PRO SUBSCRIPTION (JULY 2014)	19.95	
			MANANGEMENT TRAINING: PERFORMANCE MANAGE	19.87	
			13PC STUBBY WRENCH FOR BOB'S TOOLBOX	19.61	
			L-WRENCH FOR BOB'S TOOLBOX	18.52	
			POLY CORD CLOTHES LINE & DAP AUTO/MARINE	18.43	
			AWWA W2C CONFERENCE MONTEREY JUNE 2014	18.26	

Check History Description Listing

Dublin San Ramon Services District

From: 7/29/2014 To: 8/25/2014

Bank code: apbank

Date	Check #	Vendor	Description	Amount Paid	Check Total
			S. DELIGHT IPAD MINI CASE	17.95	
			DISPLAY INTERFACE FOR FOD SCADA COMPUTER	16.99	
			AWWA W2C CONFERENCE - MONTEREY JUNE 2014	16.42	
			ATHENS- EXEC TEAM BUILDING LUNCH	16.30	
			DINNER AT ARMA CONFERENCE	16.29	
			AIRPORT PARKING - INDUST CONTROLS SEMINA	16.00	
			SUPERSHUTTLE FOR A. JOHNSON	16.00	
			WATER COOLERS (HEAT SAFETY PPE)	14.52	
			TAPE FOR MOUNTING NETWORK MEDIA CONVERTE	13.80	
			LOCKSET & EYE BOLT FOR BLDG MAINTENANCE	11.63	
			PANERA BREAD - MTG W/CCCSD	8.96	
			FAX SERVICE - JUNE 2014	7.95	
			MEMO BOOKS	4.36	
			SAFEWAY CREDIT ITEM RETURN - HOST ACSDA	-7.98	24,436.34
08/25/2014	1376	01098 NATIONWIDE RETIREMENT	NATIONAL DEFERRED COMPENSATION: PAYMENT	41,008.39	41,008.39
08/25/2014	7957	05511 CALIFORNIA STATE	CHILD SUPPORT GARNISHMENT: PAYMENT	311.07	311.07
08/25/2014	1000460488	00494 PERS	RETIREMENT: PAYMENT	46,355.92	46,355.92
309 checks in this report				Total Checks:	6,374,437.48





Reference General Manager	Type of Action Provide Direction	Board Meeting of September 2, 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, 2014);
- 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.			



Reference General Manager	Type of Action Accept Reports and Make Finding	Board Meeting of September 2, 2014
Subject 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 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	B. Michalczyk
		<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors, by Motion, (a) accept the Water Supply and Demand Report and the Drought Response Action Plan Status Report (b) find that there still exists a need for continuing the Community Drought Emergency which the Board declared on May 5, 2014.

Summary:

On May 5, 2014 the Board declared a state of Community Drought Emergency which declaration, in part, directed the General Manager to inform the Board, at its first meeting of each calendar month that the Declaration remains in effect, of:

- Developments regarding the water supply available to Zone 7 and the District;
- The water demand in the District's service area and in the Tri-Valley;
- Operational issues encountered or anticipated to be encountered related to the effect of the limited water supply on the District's water system;
- Pertinent policy level decisions made at the local, regional and State level related to the drought; and
- Other information relevant to the continuing need for the State of Community Drought Emergency.

The Water Supply and Demand Report, included as Attachment 1, provides the requested information and is the basis for the Board's finding of a continuing need for the state of Community Drought Emergency. Based on information in the report, there is no substantial change in conditions that would warrant the Board changing or rescinding the Community Drought Emergency.

In addition, on May 5, 2014 when the Board endorsed the Drought Response Action Plan, it directed that while the Community Drought Emergency exists that a status report be prepared at regular intervals of activities undertaken on the various aspects of the Drought Response Action Plan and the results achieved; Attachment 2 provides that information.

The Water Supply and Demand Report and the Drought Response Action Plan Status Report are current as of the cut-off date for the preparation of the agenda for this Board meeting. Any substantive developments will be reported at the meeting.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR B. Michalczyk	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. Water Supply and Demand Report 2. Status Report – Drought Action Plan			

The information in this Water Supply and Demand Report is current through August 26, 2014¹.

SUMMARY AND BACKGROUND

As documented herein, there have been no changed conditions or situations that would warrant changes to or the rescission of the state of the Community Drought Emergency.

On May 5, 2014 the Board declared a state of Community Drought Emergency which declaration, in part, directed the General Manager to inform the Board, at its first meeting of each calendar month that the Declaration remains in effect, of:

1. Developments regarding the water supply available to Zone 7 and the District;
2. The water demand in the District's service area and in the Tri-Valley;
3. Operational issues encountered or anticipated to be encountered related to the effect of the limited water supply on the District's water system;
4. Pertinent policy level decisions made at the local, regional and State level related to the drought; and
5. Other information relevant to the continuing need for the State of Community Drought Emergency.

This report satisfies that direction for the month of September, 2014. and will serve as the basis for the Board making a finding that there is a continuing need for the state of Community Drought Emergency.

1 - DEVELOPMENTS REGARDING THE WATER SUPPLY

There have been no substantial changes to the Water Supply situation that would warrant changes to or the rescission of the state of the Community Drought Emergency.

In terms of the supply, the traditional wet season is over. The following is a summary of the most recent hydrological information available. A seven year historic summary of this same information is presented in Table 1 below. Table 2 presents a month by month summary for the current water year showing how the situation evolved over the course of the winter season.

Precipitation. Northern Sierra precipitation was significantly below normal levels at (61%) in the Sacramento, Feather, American and Yuba River basins where our water supply physically originates.

Snowpack. Snow pack in the northern Sierra snowpack (really snow water content) was significantly below normal throughout the winter season and was 23 % of average on April 1 which is the typical maximum value for the year. At this time there is no meaningful snowpack remaining in the northern Sierras.

¹ Any substantive information that becomes available after posting of the agenda will be verbally reported at the Board meeting

Reservoir Storage. Lake Oroville is filled to 32% capacity and is 47% of what it would normally be at this time of the year.

Water Year Type. Based on criteria that included rainfall, snow pack, reservoir storage and runoff, DWR has classified 2014 as a “Critically Dry” year.

DWR Allocation. DWR has allocated only 5% of SWP water for the year which water will 80% of which will not be delivered until after September 1, 2014.

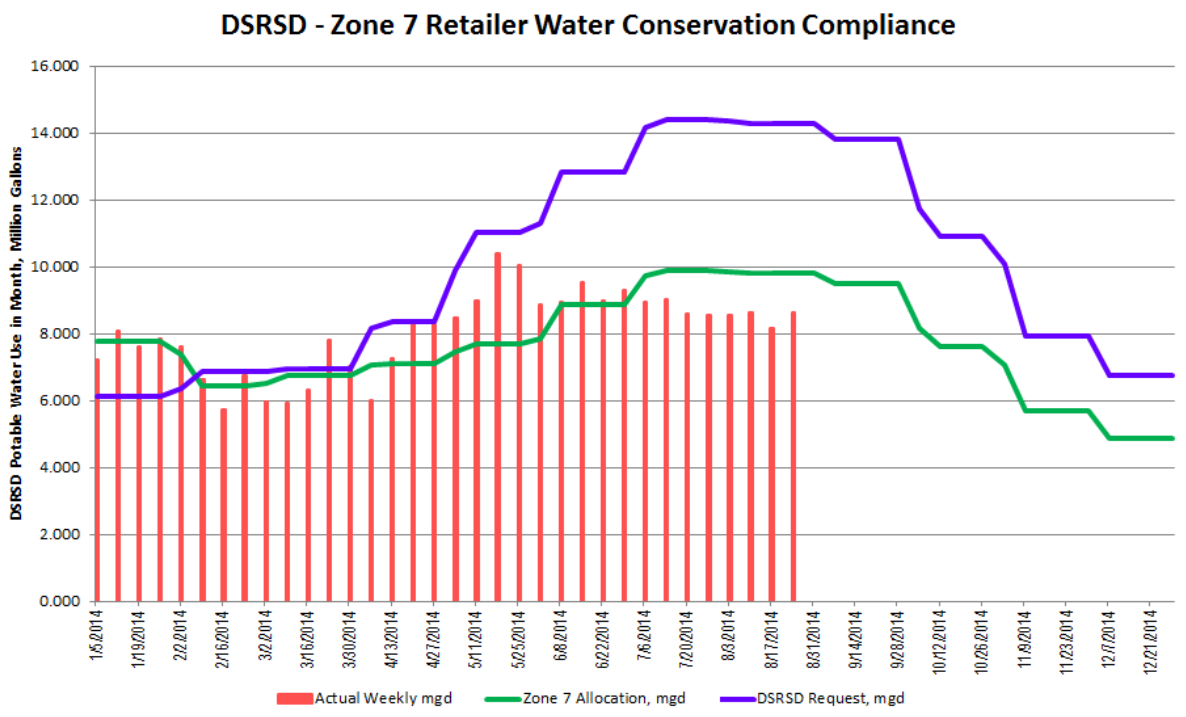
Zone 7 Supply. Zone 7 has notified the District that, in accordance with our water Supply Contract that the Zone reduced the District’s delivery request by 25% with a substantial portion of the reduction occurring during the summer months. Zone 7 has established curtailment levels for the Tri-Valley at 25% overall based on 5% indoor and 50-60% outdoor curtailments while adopting several mandatory prohibitions for water usage.

Possible Water Transfers. In May, Zone 7 staff received direction from their Board to work on a water transfer with the Metropolitan Water District of Southern California that would allow Zone 7 to access 8,000 AF of water it has stored at Cawelo Water Bank and another 3,000 AF stored at the Semi-Tropic Water Storage District (the latter for deliveries after September 1). The Delta Wetlands project, in cooperation with the Semi-Tropic Water Storage District is also attempting to have a water transfer approved that would benefit agencies around the State including the Tri-Valley. Neither of the transfers has been finalized and at this time it is very unlikely that either transfer will actually occur. Zone 7 has explored other possible transfers over the course of the summer but none have been completed.

2 - WATER DEMAND

While the District’s service area is not yet achieving the overall 25% demand curtailment level on a year-to-date basis, progress towards that level is being made and we are at that level from the time of the declaration of the emergency on May 5, 2014. At this time the situation has not materially changed in either a positive or negative way that would warrant changes to or the rescission of the state of the Community Drought Emergency.

Water demand (really water furnished to District customers) is monitored on a weekly basis. The declaration of Community Drought Emergency calls for system wide water use curtailment of twenty five percent (25%) overall with five percent (5%) coming from indoor curtailment and fifty to sixty percent (50-60%) from outdoor curtailment as compared to the same period in calendar year 2013. Between February 18, 2014 and May 5, 2014 a 20% curtailment level was in effect. In addition, in accordance with the terms of the District – Zone 7 Water Supply Contract Zone 7 has provided the District with a water delivery allocation schedule that incorporates the overall 25% curtailment goal but which also incorporates physical delivery limitations that have arisen due to the lack of surface water availability.



Demand 021814 to 050514. During this period in 2014 (from the preliminary declaration of emergency to the current declaration) the District's service area used 1,668 AF of water as compared to 2020 AF used during the same period in 2013; this represents an overall system wide curtailment of 17%. Thus, the overall curtailment level of 20% was not achieved during this period.

Demand 050514 to Present. From May 5, 2014 through August 24, 2014 (the most current data available prior to the publication of the agenda) the District's service area used 3,096 AF of water as compared to 4,362 AF used during the same period in 2013; this represents an overall system wide curtailment of 29.0%. Thus, the overall curtailment level of 25% was achieved during this period.

Actual Usage vs. Zone 7 Delivery Allocation. The chart above presents data showing how demand in the District's service area has tracked as compared to the adjusted Zone 7 allocation schedule.

- Since the beginning of 2014, the sum of the allocated deliveries is 5,849 AF while demand in the District's service area has been 5,865 AF. The District's service area is thus using only 0.3% MORE water than allocated for the calendar year to date.
- The most current allocation schedule was received by the District on May 6, 2014. Since that time, the sum of the allocated deliveries is 3,120 AF while demand in the District's service area has been 3,096 AF. The District's service area is thus using 0.8% LESS water than allocated since May 6, 2016.
- Overall, for 2014 Zone 7 has allocated the District 8,592 AF; the District's service area has used 68.3% of that amount to date.

Gallons per capital per day The District monitors this metric on a monthly basis as of the end of each calendar month as part of monitoring our 20% by 2020 mandated usage. In the month of July 2013 the District delivered water at a rate of 178 gpcpd while in 2014 the rate was only 113 gpcpd representing a 36.5% reduction.

Tri-Valley Wide Demand. Despite efforts to create a central repository of comparable water demand curtailment data for the Tri-Valley retailers that effort has not been successful. The following represents the most current curtailment information District staff has available from the other retailers:

- Cal Water 29% year to day (August 15, 2014)
- Livermore 22% year to date (July 31, 2014)
- Pleasanton 26% year to date (August 22, 2014)

3 - OPERATIONAL ISSUES

There have been no operational issues that would warrant changes to or the rescission of the state of the Community Drought Emergency.

Reservoir storage is the single most critical parameter that the District will be monitoring during the Community Drought Emergency to ensure adequate reserves for health and safety and fire-fighting purposes. However, there are other operational challenges related to which of the five existing turnouts Zone 7 will deliver water given various constraints that arise from operating with very limited amounts of surface water.

Reservoir Storage At no time has overall reservoir storage been compromised. Minimum total system storage since the May 5, 2014 Board action occurred on June 1 with 10.09 MG in storage. During August the minimum quantity that was in storage was 12.03 MG, which occurred at 9:00 AM on August 11. These are as compared to 6.30 MG required system wide per standard operating criteria for health and safety and fire storage. In addition, at no time has reservoir storage within any single pressure zone been compromised.

System Operation During Drought Emergency At the direction of Zone 7 DSRSD has been receiving water only through turnouts No. 2 (Stagecoach Road) and No. 5 (Fallon Road) since late March. Turnouts No. 1 (Dougherty Road), No. 3 (Camp Parks), and No. 4 (Arnold) have remained out of service. This allowed Zone 7 to reduce the pressure on their western loop from 90 PSI to 70 PSI, which allows an increase of about 400 GPM in the maximum flow that the wells connected to the western loop can produce. The District has been able to move sufficient amounts of water from the two turnouts to each District pressure zone where it is needed. District staff modeled the water system and determined that the system can be operated in this manner under typical summertime demands as long as all of the District's reservoirs and pump stations are in service. Reservoir 10A was returned to service on June 3 following the completion of cleaning and rehabilitation work. Pump station 10A works in conjunction with Reservoir 10A and was also out of service during the time the reservoir was being rehabilitated. PS 10A has now been returned to service and is operating normally, and

the programming was revised so that PS 10A would work correctly with turnout No. 4 off line. Therefore, all of the District's pumps stations and reservoirs are currently operating normally.

4 - PERTINENT POLICY DECISIONS

There have been no further pertinent policy made that would warrant changes to or the rescission of the state of the Community Drought Emergency.

There were several policy level decisions made at the local, regional, State and Federal levels prior the District declaring a state of Community Drought Emergency on May 5, 2014. In the past month the most significant policy decision was legislative action placing the water bond on the November, 2014 ballot as Proposition 1. In addition, there have been various legal and regulatory activities related to water issues in California which are presented in Attachment A.

Prior to May 5, 2015 Policy level decisions made prior to May 5, 2014 include the following:

- January 15, 2014 – U.S. Dept. of Agriculture declares Contra Costa and Alameda Counties natural disaster areas due to drought;
- January 17, 2014 California Governor Edmund G. Brown issued a Proclamation of a State of Emergency, and encouraged all Californians to reduce their water usage by 20%;
- January 29, 2014 the Zone 7 Water Agency issued a Proclamation of a Local Drought Emergency and established a system-wide conservation goal of 20% for 2014 as compared to 2013 usage, which was based on demand reductions of 5% for indoor water use and 40% for outdoor water use;
- January 31, 2014 the Department of Water Resources reduced from 5% to 0% the anticipated allocation of water to customers of the State Water Project, including the Zone 7 Water Agency;
- February 18, 2014 the District declared a State of Community Drought Emergency and established a goal of curtailing overall District water usage by twenty percent (20%) base on five percent (5%) curtailment of inside water use and forty percent (40%) curtailment of outside water use as compared to the same period in 2013;
- February 24, 2014 the City of Livermore declared a Water Shortage Emergency;
- March 18, 2014 the City of Dublin declared a Local Drought Emergency;
- March 18, 2014 the City of Pleasanton approved an urgency ordinance amending their water conservation plan as needed to protect the immediate threat of the potentially significant drought to preserve public health and safety;
- April 5, 2014 the City of Livermore declares a Stage 3 drought emergency;
- April 16, 2014 the Zone 7 Water Agency directed the local water supply retailers and untreated water customers to assure a 25% total reduction for 2014 with 5% coming from indoor curtailment and 50-60% from outdoor curtailment, and adopting mandatory conservation measures to achieve these reductions;

- April 18, 2014 the California Department of Water Resources announced that anticipated 2014 water allocations to the State Water Contractors (including Zone 7) will be increased to 5% but only on condition that delivery of water occur after September 1, 2014; and
- April 25, 2014 Governor Edmund G. Brown proclaimed a Continued State of Emergency in the State of California and ordered that California residents should refrain from wasting water, specifying many practices that waste water and directing urban water suppliers to implement drought response plans to limit outdoor irrigation and other wasteful water practices; and
- April 28, 2014 the City of Livermore adopts Stage 3 Water Shortage rates and mandatory conservation measures.

Subsequent to May 5, 2015 Policy level decisions made after May 5, 2014 include the following:

- May 6, 2014 the City of Pleasanton adopts water shortage penalty water rates and mandatory conservation measures; and
- May 12, 2014 the City of Livermore adopts an ordinance extending mandatory water use limitations to entire City including Cal Water service area.
- Throughout May and June the State Water Resources Control Board issued diversion curtailment letters to about 9,500 junior water rights appropriators in the Sacramento and San Joaquin watershed.
- July 15, 2014 the State Water Resources Control Board adopted mandatory water use limitations to be applicable throughout California along with \$500 per violation fines.
- August 13, 2014 Governor Brown signed legislation placing a \$7.5B water bond on the November 2014 ballot.

Legal and Regulatory Issues There remains a great deal of legal and regulatory uncertainty about the reliability of water supplies from the Sacramento-San Joaquin Delta. This uncertainty develops due to interwoven legislation, regulation, legal actions and basic hydrology of the Delta. This situation has existed in some form for several decades but has become particularly critical in recent years. It is very likely that the uncertainties will continue for at least several years into the future. Attachment A to this report provides specific information about what is driving the various legislative, regulatory and legal uncertainties related to the Delta water supply.

5 - OTHER RELEVANT INFORMATION

There is no other relevant information to report at this time that would warrant changes to or the rescission of the state of the Community Drought Emergency.

TABLE 1 TABULAR SUMMARY OF HISTORIC HYDROLOGICAL AND WATER SUPPLY CONDITIONS ²							
	WY2007	WY2008	WY2009	WY 2010	WY 2011	WY 2012	WY 2013
Precipitation ³	75%	73%	93%	107%	145%	80%	85%
Snowpack ⁴	52%	101%	89%	126%	165%	74%	49%
Oroville Storage (% of Normal)	101%	90%	59%	78%	135%	115%	92%
Oroville Storage (% of Capacity)	62%	55%	38%	50%	86%	99%	79%
Unimpaired Runoff							
Percent of Normal Year ⁵	53%	58%	64%	84%	138%	63%	64%
Water Supply Index	Critical	Critical	Dry	Below Normal	Wet	Below Normal	Dry
Water Delivery Allocation							
DWR to State Water Cont.	60%	35%	40%	50%	80%	65%	35%
Statewide and Regional Conservation							
State of California Short Term	----		20%		Strongly encourage conservation and minimal water use		
State of California Long Term	---			10% per capita reduction target by 2015 20% per capita reduction mandate by 2020			
Zone 7	Voluntary 10%						
DSRSD CONSERVATION SUMMARY ⁶							
Pre SB 7X7 Methodology							
Target	Voluntary 10%		Stage I- Vol. 20%				
% Achieved	2.4%	4.5%	13.8%	21.1%	21.5%	26.8%	
Post SB 7X7 Methodology							
SB 7x7 Baseline							204
2015 Target							183
2020 Mandate							163
UWMP Prediction							138
Actual							126

² Unless noted, data shown is for June of the Water Year shown.

³ Percent of Normal; 8 Station Northern Sierra for the water year

⁴ Percent of Normal; Northern Sierra Average as of April 1 which is historically peak snowpack for the year

⁵ Runoff in percent of average year for Sacramento River watershed

⁶ Expressed on a per account basis with the baseline year (July 06 to June 07 for WY 2007 through 2012).

TABLE 2 TABULAR SUMMARY OF HYDROLOGICAL AND WATER SUPPLY CONDITIONS FOR WY 2014 ⁷								
	Nov 2013	Dec 2013	Jan 2014	Feb 2014	Mar 2014	Apr 2014	May 2014	June 2014
Precipitation ⁸	27%	26%	19%	17%	38%	51%	56%	54%
Snowpack ⁹	NA	NA	11%	5%	11%	23%	5%	0%
Oroville Storage (% of Normal)	67%	72%	58%	54%	57%	64%	65%	59%
Oroville Storage (% of Capacity)	41%	43%	36%	36%	39%	49%	53%	50%
Projected Unimpaired Runoff								
Expected ¹⁰	NA	65%	48%	33%	35%	41%	39%	35%
Chance of Normal	NA	20%	Nil	Nil	Nil	Nil	Nil	Nil
Projected Type of Water Year								
WY Classification	NA	Dry	Critical	Critical	Critical	Critical	Critical	Critical
Water Delivery Allocation								
DWR to State Water Cont.	NA	5%	5%	0%	0%	0%	5% (After 9-1-14)	5% (After 9-1-14)
Adopted Statewide and Regional Conservation Targets								
California Short Term Policy	<u>January 17, 2014</u> : Governor Brown proclaimed that a state of emergency exists due to current drought conditions and called on Californians to curtail water usage by 20% <u>April 25, 2015</u> : Governor Brown proclaimed continued State of Emergency and ordered various water use limitations							
California Long Term Policy	10% per capita reduction interim target by 2015 and 20% per capita reduction mandated by 2020							
Zone 7	<u>April 16, 2014</u> : Zone 7 declared a drought emergency within its service area and established curtailments at 25% system-wide (5% indoor curtailment and 50-60% outside curtailment) and adopted various mandatory prohibitions							
DSRSD CONSERVATION SUMMARY ¹¹								
DSRSD Stage	<u>May, 2013</u> : For rate purposes - Baseline water shortage condition (i.e. maintain current per person water use); and <u>Feb. 18, 2014</u> : declared State of Drought Emergency and set target curtailment consistent with Zone 7							
SB 7x7 Baseline	204							
2015 Target	183							
2020 Mandate	163							
UWMP Prediction	138 for CY 2013		143 for CY 2014					
Current	132	134	135	136	135	134	131	128

⁷ Data shown is current as of the first day of the month shown

⁸ Percent of Normal at this time of year; 8 Station Northern Sierra

⁹ Percent of Normal at this time of year; Northern Sierra Average

¹⁰ Projected water year runoff in percent of average year for Sacramento River watershed

¹¹ Values shown are in gallons per person per day on a twelve month moving average basis

ATTACHMENT A LEGAL AND REGULATORY ISSUES

SIGNIFICANT CHANGES SINCE THE LAST REPORT ARE HIGHLIGHTED

DELTA PLANNING

Bay Delta Conservation Plan: The Bay Delta Conservation Plan (BDCP) is designed to be a planning process for meeting the requirements of endangered species laws and achieving the co-equal goals of (1) conservation and management of the Delta's ecological functions and (2) improving current water supplies and the reliability of Central Valley Project (CVP) and State Water Project (SWP) water deliveries. Significant opposition to the Plan and the process has been voiced by residents and entities from Delta and Central Valley communities, and by some state and federal water contractors which question who will pay for water for wildlife refuges and for environmental uses under the BDCP, as well as who will pay for construction and operations costs of any conveyance facilities. The end of the BDCP process cannot now be predicted with any degree of confidence. In July 2012, the state and federal governments announced their joint commitment to a proposed BDCP that would include two gravity-fed tunnels with a diversion capacity of 9,000 cubic feet of water per second (cfs), each of which would be 40 feet in diameter and 35 miles long, plus restoration of 113,000 acres of freshwater marsh, 50,000 of which would be restored in the next 15 years. Current estimates say the tunnels will take at least 10 years to build, will result in excavation and the need to dispose of 7 million cubic yards of "tunnel muck," and will cost an estimated \$24.5 - 28 Billion to construct and operate the conveyance facility as well as fund the mitigation and adaptive management for the 50-year implementation period. Current estimates indicate that 60 - 70% of that cost would be paid by water users (and approximately 60% of that amount would be paid by SWP contractors), with the balance coming from a variety of state and federal sources. Construction costs for the 9,000 cfs dual-bore tunnel are now estimated at \$14.5 Billion, but since that estimate is based on a 10% design, the draft BDCP says that the actual construction costs could be 50% higher or 25% lower than that number. On May 6, the Department of Water Resources (DWR) announced that it is setting up at least two new organizational units focused on implementation of the conveyance component of the BDCP. There will be a BDCP Program Manager, who will not be a DWR employee, and the new "Design and Construction Enterprise" will be some form of "joint powers arrangement" that will include a mix of DWR, local agencies, and consulting firm employees. Since there is not yet an approved project, BDCP critics have asserted that this new organization is premature. Governor Brown has appointed former Zone 7 employee Karla Nemeth as Deputy Secretary for Water Policy at the California Natural Resources Agency, where she will be his senior advisor on water policy. She has worked on the BDCP since 2009.

The draft BDCP and draft EIR/EIS were released for public comment on December 9, 2013; the comment period has been extended twice, and with the comment period closing on July 29, 2014. The draft documents are more than 41,000 pages. Approximately 11,000 individual comments were received, including about 9,000 "standardized" letters from people organized by a group opposed to the BDCP. DWR's current schedule remains vague, but apparently calls for the Certification of the EIR, Plan approval and the federal Record of Decision no earlier than the winter of 2014 and more likely in 2015. Intended beneficiaries do not yet fully know what benefits they can anticipate, and federal agencies have given no indication if or when they will do a feasibility analysis that is required before federal funds

for the implementation of the BDCP could be appropriated. Current estimates are that only about 25% of CVP contractors would actually receive any water supply benefits if the project is fully implemented. The principal unknown is how the new system would be operated, which will determine water supply, water quality, and fisheries impacts. Fisheries agencies have suggested that current science requires high flows through the Delta and to the sea; such flow requirements would mean that future exports would be less than what contractors currently receive. Export contractors – especially irrigation entities -- are hoping to see far lower flows for fish and water quality protection so that farmers and ranchers can avoid having to pay large amounts of money for less water. Operations criteria will have to take into account the recent hydrology, which indicates that between 1949 and 2009, Sacramento River flow conditions in 47% of all years were below normal, dry, or critically dry. Complex negotiations resulted in a May 30, 2014 draft Implementation Agreement concerning how the BDCP will be operated, including the governance structure, but not including the cost split between federal and state contractors or other financial components, and only providing broad general details regarding how operations will actually work. The 60-day public review process for that Agreement also ended on July 29. In July 2013, federal agencies submitted comments on the administrative draft EIR/EIS which raised numerous difficult issues; some commentators have suggested that the federal fisheries agencies may believe that the proposed project may not be “permissible” under the Federal Endangered Species Act (FESA). The interplay between state and federal fisheries agencies and the CVP and SWP will be critical to ultimate governmental determinations concerning the proposed BDCP. A recent addition to the list of interagency issues concerns the 1986 Coordinated Operations Agreement (COA), which was intended to ensure that the SWP and CVP each receives its share of available Delta water, and carries its fair share of obligations such as water releases for Delta water quality. Over time, the relative proportion of water available for CVP exports has decreased in an unanticipated amount, while the relative proportion going to the SWP has increased in a similarly unanticipated amount, and the SWP has been carrying a much smaller burden in terms of the water quality burden. Some analyses show the imbalance to now total as much as 500,000 AF, and both Reclamation and some federal export contractors (primarily in the San Joaquin Valley) want that corrected and the COA renegotiated before beginning to consider how any BDCP operations criteria will be determined. Renegotiation of the COA would entail both CEQA and NEPA documentation and consideration under the state and federal Endangered Species Acts.

Some stakeholders (including ACWD, CCWD, EBMUD, SFPUC, San Diego and the San Diego County Water Authority, numerous environmental groups, Contra Costa County, and the Contra Costa Council, plus 22 Democratic members of the State Senate or Assembly) urged DWR to add a “Portfolio Alternative” that would include, among other things, a smaller conveyance facility because their studies to date indicate a 3,000 cfs conveyance could meet the BDCP’s and Delta Plan’s water supply and ecosystem restoration goals. DWR now estimates that the capital construction cost for a single-bore 3,000 cfs tunnel would be \$8.56 Billion (down from the previously estimated \$11.5 billion). DWR did not analyze this alternative (or the suite of proposed actions making up the Portfolio Alternative) in the EIR. Zone 7 signed a multi-agency letter favoring the BDCP proposal and opposing the Portfolio Alternative. Recently, the US Bureau of Reclamation (Reclamation) announced that it was initiating a benefits analysis as part of Reclamation’s process for deciding whether and how it might make any long-term commitment to BDCP; the schedule for that analysis and commitment determination are not known. In early August, 13 federal water service contractors (including EBMUD, Placer County WA, Sacramento County WA, the City of Sacramento, CCWD, and Friant, plus the Northern California Water Association) expressed an interest in the analysis and an opportunity to be heard. A number of environmental groups have announced opposition to the BDCP, but some agricultural interests that joined them in opposing the proposed Peripheral Canal in 1982 support the current proposal. The key question for many water agencies will be their share of the costs burdens for the proposed project. DWR has

indicated that up to \$1.6 billion will be needed for completion of planning and environmental work over the next 3 years – apparently some CVP and SWP contractors are being asked to put up at least \$500 Million for those purposes. If the project is ultimately approved and implemented, the earliest construction could begin is 2017 (engineering work to date is only at the 10% level), and the earliest date for operation of the new conveyance would be 2027. Largely because there is not yet an approved project, to date there are no firm funding commitments for the costs of construction or operation of the proposed facilities. DWR has estimated overall BDCP costs at about \$25 Billion; economists have indicated that total costs (including interest on bonds) could approach \$67 Billion. Entities both inside and outside the “water community” have raised questions about BDCP financing and cost-sharing.

Delta Stewardship Council’s Delta Plan and EIR: The 2009 legislative package that included the Delta Reform Act tried to address long-standing issues about Delta planning and the possibility of insuring water supply reliability and simultaneously reaching the co-equal goal of restoring/enhancing the Delta ecosystem. At the heart of this measure was establishment of the Delta Stewardship Council and a mandate that it develop a Delta Plan and the necessary environmental analysis by December 31, 2011. The goal of the Plan was to provide guidance to state and local agency actions to meet the coequal goals. (That statutory deadline was not met.) On May 16-17, 2013, the Council adopted the Delta Plan, certified the completion of the EIR, and approved the process for implementing the regulations. The adopted Plan contains 14 policies, which the Council has attempted to turn into legally enforceable state regulations. No substantial action based on the Plan will happen very quickly, and the EIR has been the subject of substantial criticism from all sides. Numerous parties, including the State Water Contractors, filed suit in Sacramento Superior Court challenging the Plan and arguing that it is not consistent with the 2009 legislation because it does not achieve the co-equal goals of Delta ecosystem restoration and water supply reliability, and challenging the regulations. Those cases are all pending.

The Delta Plan called for adoption of Delta flow objectives by June 2014; implementation measures to reach those objectives would then be analyzed and recommended to the SWRCB in approximately one year after that. The SWRCB started the process for setting those objectives, in conjunction with its triennial review of the Water Quality Control Plan for the Delta (WQCP), and indicated that it would seek to set flow objectives for “primary tributaries to the Bay-Delta” by June, 2018. However, the heavy workload the SWRCB is facing due to the current drought has slowed that schedule. This effort will inevitably be controversial, since an earlier and non-precedential SWRCB decision related to flow objectives established criteria that would dedicate between 50% and 75% of the available flows in the Delta to in-stream uses, which would result in drastic cutbacks in water available for export.

On December 31, 2012, the SWRCB released its proposed revisions to flow requirements (plus a 2000-page environmental analysis) for the San Joaquin River and 3 tributaries (Merced, Stanislaus, and Tuolumne Rivers), which featured establishment of a threshold of 35% of the unimpaired flow of the tributaries to be set aside for Delta protection. Historically about 20% of unimpaired flow in those rivers reached the Delta. Water users and water rights holders on those rivers are vigorously resisting implementation of that threshold, arguing that it would result in a supply cut of 15% in average water years, and up to 50% in dry years. The SWRCB began a hearing on San Joaquin flows on March 20, 2013. A “final” version of the WQCP objectives and environmental impact analysis was issued in May, but the SWRCB has now postponed any action on this still-controversial subject until an as-yet unknown date in 2014.

California Water Action Plan: On October 31, 2013, CalEPA, the Department of Food & Agriculture, and the Natural Resources Agency issued a draft Water Action Plan for the State, in response to direction from the Governor to identify key actions for the next one to five years to address urgent needs and “provide the foundation for sustainable management of California’s water resources.” The final plan was issued in conjunction with the Governor’s “State of the State” address on January 22, 2014. The 22-page plan is broad and general, and does not call for any specific actions; it is intended to be a broad-brush guide for state efforts to enhance water supply reliability, restore damaged and destroyed ecosystems, and improve the resilience of infrastructure. Part of the scientific backdrop for this Plan is a recent study, based on satellite data collected by NASA, which indicates that the Sacramento and San Joaquin basins contained about 24 million acre-feet (AF) less water in March 2010 than in October 2003, with about 2/3 of the decline due to groundwater depletion. The FYE 2015 State Budget includes approximately \$600 Million in funding for implementation of near-term Plan actions, including water efficiency projects, conservation, and integrated water resources management.

LEGISLATION

2014 Water Bond: The November 2009 water legislation package passed on to the voters the question of whether to authorize issuance of \$11.14 billion in General Obligation bonds, for which debt service payments of about \$700 million per year would have to come from the State’s General Fund. The bond issue was to be on the November 2010 ballot, but the Legislature subsequently passed a bill delaying the election to 2012, largely because of the state’s precarious financial situation. On August 13, 2014, the Legislature adopted AB 1471, the Water Quality, Supply, and Infrastructure Improvement Act of 2014; the vote was 77 – 2 in the Assembly and 37 – 0 in the Senate. 33 senators were either authors or co-authors of the bill, which was signed by the Governor. It replaces the 2009 bond measure, and calls for voter approval of \$7.545 Billion in new general obligation bonds. It will appear on the November ballot as Proposition 1. It has elements calling for new surface and groundwater storage, regional reliability, sustainable groundwater management and cleanup, water recycling and conservation, watershed protection, and safe drinking water, especially for disadvantaged communities. Prop. 1 is supposed to be “tunnel-neutral,” and it calls for spending up to \$2.7 Billion on new surface or groundwater storage; surface storage projects that could meet the criteria in the measure include the proposed new Sites and Temperance Flat Reservoirs, and a further expansion of Los Vaqueros Reservoir.

DELTA ECOSYSTEM ISSUES

Delta Smelt and Salmonid Species: Federal litigation concerning the interaction of the Federal Endangered Species Act (FESA) and NEPA with the operations of the Bureau of Reclamation’s Central Valley Project (CVP) and the Department of Water Resources’ (DWR) State Water Project (SWP) has dominated all considerations of Delta water export operations in the last few years. Most of that litigation has concerned the balance between water exports and the need to restrict or limit exports in an effort to protect Delta smelt and a variety of salmonid species. For salmonids, litigation challenging the Biological Opinion is on appeal to the 9th Circuit US Court of Appeal; oral argument is set for September. For Delta smelt, a trial court decision overturning the BiOp was reversed by the 9th Circuit on March 13, but the Court held that Reclamation must complete additional NEPA documentation on certain actions before accepting the smelt BiOp. There is still some uncertainty as to the practical effect of that aspect of the ruling, but in the meantime, Delta operations are being managed in accordance with both BiOps, while the federal fisheries agencies are working on new ones under court-established deadlines (12/1/14 for smelt and 4/30/16 for salmon). The 2013 fall mid-water trawl, one of the key scientific indicators of the abundance of critical fish species, showed that the four species of greatest

concern were at near-record lows; in particular, Delta smelt were at the 2nd-lowest year on record. Since the decline of pelagic organisms (i.e., aquatic species that feed in the middle of the water column) such as Delta smelt, began in the Delta in 2002, the smelt index has ranged from a high of 151 to a low of 4 (it was 7 in 2008 and 2013), as compared to values that were occasionally greater than 1000 in prior years). The population indices used to track 4 key fish species have declined by 95.6% to 99.8% since the trawl began in 1967. The combination of record low precipitation and fish-related operations restrictions is making export operations particularly difficult for 2014, and is limiting the use of cross-Delta water transfers and recovery of water in groundwater banks that might otherwise have been available to assist in areas dependent on Delta export pumping. On July 11, the federal district court in Fresno denied an injunction sought by fisheries groups seeking to halt transfers of water from north of the Delta to the San Joaquin Valley because of a perceived threat to Delta smelt; the Judge decided that the courts must give deference to the federal fisheries agencies, which have long been addressing smelt issues.

Ammonia in Wastewater Discharges: On December 9, 2010, the Central Valley Regional Water Quality Control Board (RWQCB) unanimously adopted a new NPDES discharge permit for the large regional wastewater treatment plant operated by the Sacramento Regional Sanitation District (SacReg). Zone 7, Alameda County Water District, and Santa Clara Valley Water District (SCVWD), plus a number of other water agencies, had for 10 years sought to have the RWQCB order SacReg to significantly reduce the volume of pathogens and certain chemical contaminants in its effluent – particularly ammonium, which is believed to have a substantial adverse impact on Delta smelt. A partial settlement was reached late in April 2013, and SacReg is commencing implementation of remedial measures. Remaining issues in the litigation concern the NPDES permit requirement for tertiary treatment to remove pathogens and other pollutants from the discharge; settlement discussions were completed on May 23; SacReg now plans to start construction on a \$1.5 to 2 Billion expansion/improvement project this year.

LOCAL WATER SUPPLY CONTRACTS

State Water Project Contract: On May 1, 2013 DWR began what was originally planned to be three months of public negotiations with the SWC on contract amendments to the contract term and on certain financial provisions of the current basic water supply contract between DWR and each member of the SWC. DWR wants to issue 30-year bonds for its debt financing, but there are only 21 years left on the present contract. DWR has urged a 40-year extension, but some of the SWC have argued that it should be 75 years. DWR uses revenue bond financing for capital improvements and upgrades of existing systems; in recent years it has sold as much as \$200 Million in such bonds per year, and it estimates that it needs \$2.5 Billion to repair, restore, and strengthen existing infrastructure. DWR also estimates that the BDCP improvements would require the SWC to pay another \$10 Billion, and the current contract negotiations would put the necessary financial accounting and oversight mechanisms in place for that as well. Negotiations over an 11-month period culminated in Agreements in Principle (AIP) that were reached on March 8, 2014; one or more agreements to express the AIP were drafted, the parties met again on June 18, and to complete the AIP. By July 15, 26 of the 29 SWP contractors had indicated they would sign the AIP. DWR will then conduct an environmental review process for an amendment to the SWP Contract, which is now anticipated to take from September 2014 through an indefinite date in 2016. Once that is complete and the EIR is certified, public contract negotiations are expected to commence in late 2016 or early 2017. The proposed amendment needs to be reviewed in the Legislature, but does not need legislative approval. Under the AIP, if adopted as the parties have tentatively agreed, the amendments would extend the current SWP contracts by 50 years, to 2085. Three Sacramento Valley SWP contractors (Butte and Plumas Counties, and Yuba City) want the new contract to expressly provide for them to opt out of the costs associated with the BDCP's conveyance

facilities, but that issue has been set aside now pending separate negotiations (now expected to begin in December 2014) on BDCP cost allocations among the SWP contractors. SWP North Bay Aqueduct (NBA) contractors (in Napa and Solano Counties) are also concerned about those facilities because the Draft EIR/EIS for the BDCP indicates that it would have an unavoidable significant adverse impact on water quality in the NBA, which may require relocation of the NBA intake, at a preliminarily estimated cost of \$510 Million.

BBID transfer to Zone 7: Since 1995, an important part of Zone 7's water supply portfolio has been an annual transfer of up to 5,000 AF of Delta water to Zone 7 from Byron Bethany Irrigation District (BBID). On December 14, 2012, DWR told BBID that the transfer was being made without DWR's consent, and that the water had to be "repaid" to DWR. Both BBID and Zone 7 are vigorously objecting to DWR's position and resisting the demand that Zone 7 "repay" any previously transferred water. This year, BBID will receive 3,000 AF of supplemental water between August 28 and the end of October, via a transfer from CCWD. The SWRCB-approved transfer will be made possible because CCWD can rely on water stored in Los Vaqueros rather than diverting from the Delta, and BBID will divert what would otherwise be CCWD's water from its diversion point on the intake channel to the SWP's Banks Pumping Plant. Without this transfer, much or perhaps all of the Byron area in eastern Contra Costa County could be out of water entirely this fall due to curtailment of its diversion rights.

PERTINENT WATER RELATED LITIGATION

Area of Origin Litigation: The Tehama-Colusa Canal Authority (TCCA) filed suit against the United States on February 11, 2010, alleging that the Bureau of Reclamation illegally failed to deliver full contract amounts of water to TCCA members before exporting water from the Delta. Their argument was based on "area of origin" protections in the California Water Code, with which Reclamation must comply. TCCA asserted that their location and the protective statute gave them a higher priority claim to CVP water, including stored water. TCCA's litigation was unsuccessful in trial and appellate courts, and on March 24 the U.S. Supreme Court denied TCCA's petition for *certiorari*, ending the case. Somewhat analogous litigation initiated in state court in 2008 by 4 north-of-Delta SWP contractors was settled in October 2013.

WATER SUPPLY RELIABILITY IMPROVEMENT EFFORTS

Regional Activities: Numerous discussions of a variety of water transfers, interties, and cooperative arrangements are underway, involving water agencies throughout the Bay Area region and in the Central Valley; e.g., Zone 7, CCWD, and EBMUD are discussing a possible link between CCWD facilities (which have a 100 million gallon per day (mgd) intertie with EBMUD's Mokelumne Aqueduct) and Bethany Reservoir, the forebay for the South Bay Aqueduct. Numerous transfer arrangements are under discussion or being implemented among irrigation agencies and individual farmers, with published prices ranging as high as \$3,000 per AF (in Kern County). Semitropic Water Storage District (in Kern County) and the Delta Wetlands Project received SWRCB approval on May 12, 2014 for a transfer of approximately 20,700 AF is intended for the benefit of the SBA contractors, to help them meet the "health and safety" needs of their service areas during the severe water supply cutback due to the SWP's 5% supply allocation. DSRSD, ACWD, and Zone 7 all supported the transfer. However, after the SWRCB issued its June curtailment order preventing of use of water under some water rights, it then refused to grant a health and safety exemption, so the transfer was not allowed to happen.

Contra Costa Water District's Los Vaqueros Expansion Project (LVE) is complete, and the Reservoir is filled to about 122,000 AF. Federal and state agencies are leading a study effort to consider a further expansion of the Reservoir, and numerous water agencies have signed a Memorandum of Understanding concerning those studies, including Zone 7, the other South Bay Aqueduct agencies (ACWD and SCVWD), EBMUD, and the San Luis and Delta Mendota Water Authority. Federal legislation was recently introduced by Congressmen Costa and Miller which would expedite expansion of the Reservoir; it calls for a phased approach, including near-term agreements to lease storage space in the existing 160,000 AF Reservoir, construction of a proposed \$200 Million pipeline to Bethany Reservoir to provide water directly to the South Bay Aqueduct (water that would not have to go through the SWP's Banks Pumping Plant, and that would be diverted through existing state-of-the art fish screens), and further expansion of the storage capacity to 275,000 AF. State funds for the studies are also provided for in each of the proposed bond bills currently pending in the Legislature. The Boards of ACWD and EBMUD expressed support for the bill in May. The legislation is part of the comprehensive and very controversial federal bill about California water that has been in negotiations for months, and which now features a large gap between the versions passed by the two Houses of Congress. Congress will not return until September 8, and only has 10 legislative days scheduled before the November election, so the prospects are very uncertain. Environmental documentation and endangered species coverage has already been completed for each of these proposed projects. Federal and state studies dating back to the 1960's indicated that the Los Vaqueros site could accommodate a reservoir with as much as 1 million AF of storage capacity.

In January, 2013 the Boards of Directors of EBMUD and CCWD accepted principles of agreement for a new partnership arrangement concerning LVE, and a demonstration project under which 5,000 AF of EBMUD water would be stored in the reservoir for up to 5 years is under way. CCWD reached a similar understanding with ACWD on April 3, 2013 for a 1,000 AF pilot project, which is now being expanded to 5,000 AF; that water has been delivered to ACWD via the SBA starting in mid-July and running through September 1. This transfer was approved by the SWRCB and required the cooperation and coordination of Reclamation and DWR. CCWD was able to forego diversion of a similar amount from the Delta because it is able to rely on storage in Los Vaqueros. On February 25, the EBMUD Board agreed to exercise an option to buy up to 20,000 AF of water from the Placer County Water Agency (PCWA) in 2014, and diverted the first 5,000 AF in April, at a price of \$75/AF. EBMUD chose to not exercise the option to take another 15,000 AF of PCWA water, and the water was purchased instead by Westlands Water District, which is buying a total of 35,000 AF from Placer for \$325/AF; none of the SBA contractors apparently expressed interest in buying that water. EBMUD also purchased 16,000 AF of CVP water under its 1970 water service contract, and diverted that water via its Freeport facilities – the initial use of that contract and facilities in that manner. About 230 to 250 AF/day were delivered to EBMUD's San Pablo Reservoir and Upper San Leandro Reservoir. Those operations were necessary because the treatment plants that draw water from those reservoirs are "full treatment" plants that can adequately handle Sacramento River water; EBMUD's other principal treatment plants (Orinda, Lafayette, and Walnut Creek) are in-line filter plants which can only treat EBMUD's higher quality Mokelumne River water. Importation of the CVP water allowed EBMUD to slow the rate at which it is using its Mokelumne River supply; as a result Pardee Reservoir is still 87% full. EBMUD's Freeport facilities can be used to convey CVP water or water made available by Yuba or Placer, but which cannot be delivered south of the Delta due to export restrictions at the DWR pumps; arrangements of this nature, especially if implemented jointly with CCWD, could provide supply and reliability benefits to numerous Bay Area water agencies. EBMUD's Mokelumne River facilities were also used in 2013 to successfully convey 2,000 AF of transfer water from the Woodbridge Irrigation District (near Lodi) to CCWD. EBMUD has also renewed consideration of a conjunctive use idea with a number of entities in San Joaquin County,

and has a MOU in place to begin a pilot program of wheeling north-of-Delta transfer water through Freeport to some of the entities that buy water at wholesale from San Francisco's Hetch Hetchy system.

Many similar transactions are happening this year as a result of the drought, and regulatory agencies (especially the SWRCB) have been very helpful due to the drought crisis. Another recent such transaction involved a SWRCB-approved transfer of 10,000 AF from South Sutter Water District to five SWP entities, four of which will receive their share of the transfer water through the Banks Pumping Plant. When water can be found north of the Delta, similar such arrangements could conceivably be made to provide additional water that could then be pumped via the South Bay Aqueduct for the benefit of Zone 7 or the other SWP contractors on that Aqueduct.

Federal authorities are also investigating raising the elevation of San Luis Dam by 20 feet, in a \$360 Million project to improve seismic protection and to add 120,000 AF of storage capacity for the benefit of both the CVP and SWP. Congressman Costa's new legislation concerning the San Luis Dam project would also authorize raising Shasta Dam to add 634,000 AF of storage, as a cost of about \$1.1 Billion, and building Temperance Flat Reservoir on the Upper San Joaquin River to create 1.3 Million AF of new storage at a cost of about \$2.5 Billion.

Record volumes of groundwater are now being pumped in the San Joaquin Valley, where farmers in Westlands Water District are expected to pump over 650,000 AF in 2014. As dry conditions persist, hundreds of new deep wells are being installed in the Central Valley, and the pumping of old and new wells is resulting in declining aquifers (by as much as 200 feet in one year in some areas) and land subsidence in an area that may be as large as 1,200 square miles. Many of these new wells are needed to irrigate hundreds of thousands of acres of permanent tree and vine crops that have been planted in recent years (in lieu of previous field crops like tomatoes and cotton) despite the lack of reliable and consistent imported water supplies. California now has well over 800,000 acres of almond trees, as compared to about 400,000 acres in 1995, and since such trees need an average of 3 to 4 acre-feet of water per acre to survive, this increase in almond production has "hardened" annual demand for water in areas which used to be annual field/row crops or pasture. Despite the drought, California almond production this year is expected to be 2.1 billion pounds, of which 80% is exported from the US, and uses 60% of the nation's entire managed honeybee population for pollination. On July 15, a trial court judge in Sacramento issued an unprecedented decision holding that the "public trust doctrine," which had previously only been applied to certain surface water resources, is also applicable to groundwater resources. If that decision stands up on appeal, it could have significant impact on utilization of previously unregulated and unmanaged groundwater resources in California.

Five local water entities (Zone 7, ACWD, CCWD, EBMUD and the SFPUC) and the WaterReuse Foundation are participating in projects being funded by the Water Research Foundation to study the potential for Direct Potable Reuse (DPR). The projects will begin early in 2014 and support research needs of the California Department of Public Health for compliance with the statutory mandates of SB 918 (2010) to investigate the feasibility of developing regulatory criteria for protection of public health by 2016; as a result of this work, DPR could ultimately be permitted for groundwater recharge and/or for surface water augmentation.

San Diego Desalination: Construction of the plant and pipeline are now more than 70% complete, and the project is on schedule and under budget, on a 54 mgd desalination plant in San Diego County; the San Diego County Water Authority (SDCWA) views it as a new long-term reliable source of drinking water, and will be paying an estimated \$1900 to \$2200/AF to achieve that reliability and the concurrent

reduction in demand for imported water. The key conveyance pipeline is more than 70% finished. Operations are expected to begin in 2016, but first water deliveries may be in November 2015. A second such plant, with a production capacity of about 56,000 AFA, is nearing the end of the planning and permitting phase; it will be located in Huntington Beach if the planning and permitting processes can be successfully completed. Both of these desalination plants are sponsored by Poseidon Water and utilize engineering and technology techniques that were developed in Israel; the Huntington Beach proposal is being done in cooperation with the Orange County Water District. After adopting a report on the success of the City's 2-year 1 mgd demonstration project, San Diego's City Council acted in April 2013 to pursue implementation plans for a "water purification" project to augment City drinking water supplies with up to 15 mgd of purified wastewater that would be conveyed to San Vicente Reservoir to blend with stored Colorado River water. A 2013 public opinion poll indicated that 73% of the San Diego residents who were surveyed favored the project. Initial estimates are that the project would cost about \$370 Million, and could eventually be expanded to 88 mgd. (The SDCWA has also recently completed a 152,000 AF storage addition to the City of San Diego's 70-year old 90,000 AF San Vicente Reservoir, to increase reliability and emergency storage for that region.)

Coalition to Support Near Term Delta Projects: Largely because of similar concerns about controversy surrounding the BDCP and the concern that it will be decades before it can come to fruition, a series of water agencies, environmental groups, and others developed a consensus position on a number of projects on which immediate actions could be taken, and for which \$500 million in previously-approved bond funds are potentially available. Projects include specific actions related to water supply, water quality, levees, and ecosystem restoration. Participants include entities which do not always agree on Delta matters, including the Planning and Conservation League, Metropolitan Water District (MWD), Westlands Water District, Central Delta Water Agency, and Contra Costa Water District. These entities are working to get the necessary stakeholder support and a wide-spread consensus; the first projects will probably involve levee work. Several of the near term project ideas, including operable flow gates and temporary flow barriers are among the things being considered during the current drought conditions, and were generally referred to in the legislation introduced by 4 U.S. Senators on February 11, 2014. Several of the temporary flow barriers could be installed this year, but the spring storms caused DWR to defer the barriers for the time being.

OTHER WATER SUPPLY RELIABILITY AND UNCERTAINTY FACTORS:

Colorado River: Although it does not directly impact the District or Zone 7, a number of factors suggest that continuing uncertainty about southern California's reliance on the Colorado River will increase. The original 1922 allocation of Colorado River water (among 7 western states) was based on a short period of hydrologic history which was wetter than any period since then. The assumption then was that the River would yield 15 MAFA; the U.S. now believes that the actual yield is closer to 12 MAFA. Upper Colorado River Basin runoff was 94% of average for 2014, but the impacts of the last 14 years of dry conditions means that storage in Lakes Powell and Mead is still at a point where water deliveries to California are curtailed. Lake Powell is at 51% of capacity and might reach 60% this year; Lake Mead is at 39% of capacity but may drop by another 20 feet this year, and is currently at the lowest water surface elevation since the Lake began filling in 1935. The total combined storage in the two lakes at the end of September is projected to be the lowest since 1968, when Lake Powell was first being filled. As a result, southern California's ability to rely on transfers from Imperial Irrigation District (IID) to San Diego (which gets 33% of its water from these transfers), or on full deliveries from the Colorado to the MWD is now less certain. The complex set of agreements which resulted in transfers of water from IID to San Diego requires IID to meet certain water conservation goals; this has proved to be difficult for IID, and

the conservation programs are very controversial among its agricultural water users. MWD has put over 2.7 MAF in storage in southern California, but in the long run a reduction in Colorado River water would tend to put added emphasis (i.e., water demand) on exports from the Delta to southern California. 2013 marked the worst 14 years of hydrologic history on the River since records have been kept; in contrast, in 2000, the combined storage in Lakes Mead and Powell was 95% of capacity. In anticipation of further decline in the reliability of Colorado River supplies, Arizona adopted and refined its comprehensive groundwater management statutes in the 1980's and 1990's, and these laws are the basis for an extensive groundwater banking program. California has no such legislation, and although there is extensive groundwater management planning in many areas (such as the Tri-Valley), there is nothing on a statewide or Central Valley-wide basis that can be used to offset drought conditions.

H:\Board\2014\09-02-14\9B Water Supply Report\Attachment 1 - Water Supply Demand Report.docx

As of August 24, 2014

DROUGHT EXPENSE BUDGET		
No.	Description	Activities / Status
1	FYE 2014 Budget	\$150,000
2	FYE 2014 Expenses	\$117,992
3	FYE 2015 Budget	\$150,000
4	FYE 2015 Expenses to Date Committed to Date (Spent; Open POs)	\$114,568 (\$47,686; \$66,882)
5	FY to FY Budget Transfers	None to date
EXEMPTIONS FOR WATER USE LIMITATION		
No.	Description	Activities / Status
1	No. Received	62
2	No. Approved by Drought Coordinator	36
3	No. Denied by Drought Coordinator	21
4	No. Appealed to Board	3
VIOLATIONS OF WATER USE LIMITATION		
No.	Description	Activities / Status
1	No. Written Warnings Issued	991
2	No. \$250 Violations Issued	105
3	No. \$500 Violations Issued	4
4	No. \$1,000 Violations Issued	1
5	No. Flow Restrictors Installed	0
6	No. Service Shutoffs	0
7	No. Waivers Requested	48
8	No. Waivers Approved by Drought Coordinator	15
9	No. Waivers Denied by Drought Coordinator	3
10	No. Waivers Appealed to Board	1
IMMEDIATE WATER USE CURTAILMENTS.		
No.	Description	Activities / Status
1	Curtail potable irrigation systems at all District facilities (i.e., primarily remote pump stations)	Complete
2	Only cleaning sewers with recycled water (except for SSO's and emergencies)	Complete
3	Ceasing all hydrant flushing (except for critical areas with identified water quality problems)	Complete
4	Exchanging all potable hydrant meters for purple recycled water hydrant meters for construction use	Complete

MEDIA BASED PUBLIC OUTREACH		
No.	Description	Activities / Status
1	Radio Spots	<ul style="list-style-type: none"> • 420 spots monthly M-F, 30-seconds each, plus DJ chatter, 5/4/14 to 8/31/14 • \$22,680 for 3 months (shared total cost, \$68,040, with Livermore, Pleasanton & Zone 7 Water Agency),
2	Television	<ul style="list-style-type: none"> • 4,000+ spots; 30-second each, airing on 10 Comcast channels, started 5/15/14 thru 7/27/14 • \$17,000 (shared total cost, \$50,000, with Livermore & Pleasanton)
3	Print (and Electronic media)	<ul style="list-style-type: none"> • 38 letters to HOA 5/21/14 regarding the Governor's reinforcement of the drought emergency • Second letter sent 6/12/14 offering drought speakers
4	Drought Websites	<p>The Tri-Valley regional website, www.trivalleydrought.org, went live 5/12 and links to DSRSD website. Since 8/19/14, there have been 2,640 visits to the website: 360 from Dublin; 213 from San Ramon; 584 from Pleasanton; and, 242 from Livermore. Spikes in visits to the website correlate with ads on Comcast, KKIQ and coverage in the Times and Independent and the launch of the Facebook ad campaign driving traffic to the website starting 7/28/14. As of 8/19/14 1,553 ads directed users to the website; 192 "likes" on the post; 69 users "shared" the post with others on Facebook; 42 "likes" on the page; 34,973 people saw the ad but did not click the link to the regional website. Total cost to date of the Facebook ad campaign is \$435.67.</p> <p>DSRSD website has the following drought related information: Drought emergency red banner across the top page of all web pages; water use limitations and penalties (in English and Spanish); rebates and resources; Stage 3 water shortage rates; how to report a drought violation; AquaHawk customer portal; residential recycled water fill station with a link to its Facebook page; information about past investments in recycled water paying big dividends in the present drought; Drought 2014, what you need to know; How to apply for a water use exemption/appeal a violation; and the news items on the Home Page are all drought related.</p>
COMMUNICATION WITH CUSTOMERS		
No.	Description	Activities / Status

1	Direct mailers, letters, to District customers notifying them of water use limitations, rate changes etc. including courtesy letters but excluding all enforcement action communications	<ul style="list-style-type: none"> • 5/13 - 17,516 courtesy letters sent to all District potable water customers about rate increase, limitations, violations and penalties • 5/21 - 712 courtesy letters delivered to the highest usage Tier 3 customers above 4,480 gallons in the previous week • 5/21 - 38 courtesy letters sent to HOA's in Dublin • 5/23 - 17,516 Aquahawk postcards sent to all District potable water customers • 5/28 - 631 courtesy letters sent to Tier 3 customers using more than 4,480 gallons in the previous week • 5/29 - 16 courtesy letters sent to DUSD and SRV USD school principals • 6/2 - 12 courtesy letters sent to HOA's in San Ramon • 6/20 - 196 courtesy letters sent to new District customers informing them of limitations, ways to save, etc. (i.e. new accounts opened since June 1)
2	Messages on social media sites such as Facebook and Twitter	<p>Tweeted news releases: <i>Recycled Water Fill Station Open and Free to Residential Customers</i>; and, <i>Tri Valley Water Reduction Meets Governor's Request, But More Is Needed</i></p> <p>At a customer's request, we created a Facebook page for the residential recycled water users www.facebook.com/FreeRecycledWater.</p>
3	Periodic messages via bottom of the bill, bill stuffers and other direct mailings	<ul style="list-style-type: none"> • 1/15 water only when weather dry • 2/1 Gov. declared drought emergency. Reduce outdoor watering • 2/15 to 4/15 During drought fix leaks, reduce outdoor watering • 5/1 Drought serious. Reduce outdoor watering 50% • 5/15 to 7/15 Mandatory limits on water use, penalties, Stage 3 drought rates in effect. Reduce outdoor watering by at least half
PRESENCE IN THE COMMUNITY, AT COMMUNITY EVENTS AND AT COMMUNITY MEETINGS		
No.	Description	Activities / Status
1	Making presentations to local City Councils	<ul style="list-style-type: none"> • Dublin City Council presentation 3/18 • San Ramon City Council presentation 4/8
2	Meet with major public customers (School District, Camp Parks, Alameda County, FCI etc)	<ul style="list-style-type: none"> • Camp Parks Command Staff (twice, most recent on 5/16) • Alameda County Fire 4/14 • San Ramon Valley Fire 4/17 and 7/11 • Camp Parks Fire has not responded to numerous requests for a meeting, so a letter was sent on 5/2. • San Ramon PD: meeting held on 5/28 • Dublin PD: meeting held on 5/29 • Contra Costa Office of the Sheriff on 7/11 and 7/16

3	Speaking to local community groups including Rotary, Lions, etc	<ul style="list-style-type: none"> • Amador Valley Lions 2/27 (12 attendees) • San Ramon Rotary 3/6 (45 attendees) • Dublin Chamber Economic Development Committee 3/6 (10 attendees) • Dublin Rotary 3/11 (40 attendees) • Dublin Lions 3/25 (20 attendees) • Dougherty Elementary Science Night 5/15 (100 attendees) • 6/12 sent letter to community groups and HOAs offering drought speakers • Dublin Lions Club 7/23 • Tri-Valley SIRS 8/7 • Dublin Rotary 8/19 • Community Assoc Institute mini-expo at the Marriott 9/19 <i>scheduled</i>
4	Speaking to local Home Owners Associations (HOA's) and similar groups of residents	<ul style="list-style-type: none"> • Hansen Ranch HOA 2/27 (10 attendees) • Sorrento West HOA 3/6 (10 attendees) • Dougherty Elementary Science Day, Keynote Speaker 5/15 • California Highlands HOA 5/22 (100 attendees) • California Highlands HOA 5/22 (42 attendees) • Positano HOA 6/23 (14 attendees) • Terraces at Dublin Ranch HOA 7/15 • Community Association Institute (Assn of HOAs), 9/19
5	Conducting neighborhood meetings to explain the water situation and how to conserve water	<ul style="list-style-type: none"> • Dublin Corporate Center Green Fair informational booth about the drought 4/23 • Dublin "Water Wise" Workshop informational booth about the drought 5/3 • San Ramon Town Hall Mtg 5/22 (0 attendees)
6	Attend Farmers Markets and other community events to distribute information and simple water saving devices	<ul style="list-style-type: none"> • DSRSD staffed a booth at Dublin Farmer's Market 4/17 & 5/15 • KKIQ event booth talking about ways to reduce water use and handing out tote bags (spent \$2,000, 1/3 of total cost for 4,000 bags) with "I'm getting by with less water" printed on sides; 35 Dublin and San Ramon events during the summer and up to Labor Day weekend: Farmers Markets, Regal Summer Movie express, Fresh Millions Anniversary Event, Plaza at Gayle Ranch Car and Wine Stroll, San Ramon Concert Series
PROMOTING CONSERVATION MESSAGES IN THE COMMUNITY		
No.	Description	Activities / Status
1	Promoting the "Save Our Water" and "Californians Don't Waste" campaigns on the District website	Save Our Water button on our website's home page, http://www.dsrsd.com/home/home.html ; Californian's Don't Waste used in residential lawn signs and community presentations

2	Making yard signs available to residents who allow their lawns to go golden “This lawn is helping to conserve our water supply”	<ul style="list-style-type: none"> • 6/5/14 golden lawn signs available to residential customers, all of the first batch of 100 were handed out as of 8/1/2014; a second batch of 100 signs arrived 8/5 and 9 had been given to customers as of 8/25 • Shared artwork for lawn signs with Pleasanton and Livermore
CONSERVATION-FOCUSED CUSTOMER EDUCATION		
No.	Description	Activities / Status
1	Develop simple “Residential Water Management Guides” for use by residents	Completed
2	Develop simple “Commercial Water Management Guides” for use by businesses (and enlist Chamber of Commerce assistance to distribute)	Distributed 400 flyers, <i>Conservation Strategies for Businesses and Restaurants</i> , which offered businesses free restroom mirror stickers and restaurant table tents, 4/ 1 Dublin Chamber of Commerce mailing (\$100). No requests.
3	Providing “School Site Water Management Guides” to be used by school district staff at each school site	<ul style="list-style-type: none"> • 2/26 sent Drought watch and water conservation tips to DUSD contact • 5/29/14 sent DUSD contact (T. Sbranti) tips for teachers on what they could do to reduce water use at school
4	Providing activity booklets to students in local schools about the need for conserving water and the value of recycled water	<ul style="list-style-type: none"> • 1495 second graders received water conservation activity booklets (\$2,814) • 1,404 third graders received home water audit/water hero packets (\$4,233) • 2,495 fifth graders received “Give Water a Second Chance, Recycle It” activity booklets
ASSISTANCE WITH CUSTOMER CONSERVATION		
No.	Description	Activities / Status
1	Conduct landscape water audits	0
2	Promote availability of home water saving devices	<p>From 1/1 to 6/24, distributed 1,932 water-saving devices to 187 customers through events and walk-ins:</p> <ul style="list-style-type: none"> • 70 kitchen faucet aerators • 449 bathroom faucet aerators • 277 showerheads • 294 toilet flappers • 328 toilet leak detection kits • 197 hose nozzles.
3	Partner with the City of Dublin and PG&E to sponsor the California Youth Energy Services “Rising Sun” program, which provides free home energy and water audits and distributes shower heads, aerators, toilet flappers, and dye tablets to District customers	DSRSD housed the California Youth Energy Services staff July 1 through mid-August in the Utility building. The staff conducted 226 home energy and water audits in our service area.
RECYCLED WATER PUBLICITY		
No.	Description	Activities / Status

1	Posting signs on sites that use recycled water that say "Recycled Water Keeps this Garden Green" so that the public knows why the area is green	<ul style="list-style-type: none"> • Printed (two sides) and distributed 250 (initially) (125 with our logo and City of Dublin's logo and 125 with just our logo) \$4,063 residential lawn signs • Reprinted 250 more and making them available to residential customers using recycled water, and all had been given out as of 8/25 • 100 more signs have been ordered and are expected soon • Signs are kept at the refill station shed and are made available to customers who want them.
2	Publicizing the availability of recycled water for contractors and the public	<ul style="list-style-type: none"> • 4.3.14 News Release, "District Provides Recycled Water for Construction" • 6.16.14 News Release, "Recycled Water Fill Station Open and Free to Residential Customers" • 6.18.14 TriValley Water Reduction Meets Governor's Request But Still Needs to do More • 7.2.14 Fire Safety Critical During Drought • 7.31.14 Mid-Year Update: How Are We Doing?
EXPANDED RECYCLED WATER USE		
No.	Description	Activities / Status
1	Permanent Connections	<p><u>Completed</u></p> <ul style="list-style-type: none"> • Val Vista Park (Pleasanton) – estimated water savings 54.5 AF • Dublin High School – Savings 40.27 AF • Archstone Apartments – Savings 18.89 AF • City of Dublin – 7 PW meters converted – Savings 33.38 AF • Dublin Golf Course (Tees and Greens) -Savings 30.28 AF • Dublin Toyota – saving 22.30 AF • Silvera Ranch HOA – savings 8.59 AF • Dublin Ranch HOA (7 meters) saving 19.33 AF • Dublin Public Works Complex – <p>Estimated potable water savings = 152 AF or enough for approximately 600 single family homes for a year)</p> <p><u>In Progress:</u></p> <p>Dougherty HS bldg. landscaping & interior quads and 4 more SRVUSD schools</p> <p>Dublin HS Performing Arts Center & interior quads</p> <p>Amador Lakes Apartments</p> <p>Estimated potable water savings not yet determined</p>
2	Temporary Connections	No temporary connections are planned at this time due to the relatively high cost compared to the potential water savings for the sites that were evaluated.

3	Contractors and Construction	A large number of contractors have obtained permits and are actively hauling recycled water for construction grading and dust control. In addition, the City of Pleasanton obtained a permit to obtain recycled water for sewer cleaning, and beginning on June 3 the City began hauling recycled water for irrigating the Calippe Golf Course. As of Aug 24 a total of 7.78 MG of recycled water has been hauled offsite by contractors so far this year.
4	Public Distribution	Recycled water distribution program to the general public began June 12 th . As of Aug 24 a total of 308 customers have completed the use agreement form, received training, and are using the program regularly. On average 5-10 new participants sign up each day for this service. As of Aug 24 a total of 728,000 gallons of recycled water has been taken home by residents so far this year. The facility has now been expanded to provide 8 residential fill stations.
ENHANCED CUSTOMER SERVICE		
No.	Description	Activities / Status
1	Allow customers to monitor individual water consumption (hourly in most cases) via AquaHawk Alert customer portal	Completed with Aqua Hawk launch on 5/19. 4,887 Customers have registered as of 8/25.
2	Allow customers to set consumption thresholds and receive an electronic notice when they are approaching that threshold	Completed with Aqua Hawk launch on 5/19
3	Allow customers to set a billing threshold to receive an electronic notice when they are approaching a selected dollar amount	Completed with Aqua Hawk launch on 5/19
4	Notify the customer of possible leaks	Ongoing - number of letters specifically related to leaks has not been specifically tracked.
5	Identify, for the District, customers who may be violating a water use restriction	Ongoing - See above
6	Identify, for the District, customers who are using unreasonable or inappropriate amounts of potable water	Ongoing - See above
7	Identify, for the District, customers who are approaching or have crossed over a pre-determined threshold	AquaHawk allows the customer to set alerts to notify them that they are approaching enforcement consumption. Those who cross over are included in # 5.
WISE WATER USER CREDIT PROGRAM		
No.	Description	Activities / Status
1	Identify potentially eligible customers based on 2013 usage	Completed – 1,143 Customers maintained usage in Tier 1 during 2013
2	Identify potentially eligible customers based on 2014 usage	Through July all of the 1,143 customers remain eligible.
ENHANCED REBATE PROGRAMS (Since May 5)		
No.	Description	Activities / Status

1	High Efficiency Toilet (HET)	0
2	Waterless Urinals	0
3	High Efficiency Clothes Washer (HEW)	121 – DSRSD total \$3,025 (\$25/rebate)
4	Pool and Spa covers (to reduce evaporation)	9 – DSRSD total \$443.59 (\$50/rebate)
5	Weather Based Irrigation Controller (“Smart Controller”) - <i>Single Family Homes</i>	0
6	Weather Based Irrigation Controller (“Smart Controller”) – <i>Multi-Family Dwelling</i>	0
7	Lawn Replacement Program – Single Family	2 rebates approved DSRSD total \$347.50
8	Lawn Replacement Program - Commercial	0
9	Amount of District Rebates Issued (Program Max = \$30,000)	\$3,816.09
IRRIGATION ADJUSTMENTS AND REPAIRS PROGRAM		
No.	Description	Activities / Status
1	Secure Services of Contractor	JPA Landscape has been obtained to provide contract services for this program. Rather than advertise the program, staff elected to allow customer service to refer customers to participate in this program. Several customers have used the program so far to set irrigation controllers and fix minor leaks and broken sprinklers.
2	Number of Requests Handled	3
3	Cost of Repairs Handled (Program Max. = \$10,000)	\$69.85 Billed to DSRSD to date
PURSUE SHORT-TERM TEMPORARY WATER SOURCES		
No.	Description	Activities / Status
1	Confirmed with Zone 7 that the District may pursue water transfers	Completed – 4/16
2	Pursuit of water transfers	<ul style="list-style-type: none"> • Letters of support for Delta Wetlands – Semi-tropic water transfer • Discussed possible transfer with Placer County Water Agency – but water already sold to Westlands and others • Explored opportunities with EBMUD for water transfers; effectively not possible for 2014 but have laid the groundwork for possibilities in 2015 is another dry year.



Reference Operations Manager	Type of Action Consider Appeal	Board Meeting of September 2, 2014
Subject Consider Appeal by Gregory Meyer of Staff Denial of an Exemption to 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 Gregory Meyer's appeal of a staff level denial of a Water Use Limitation exemption request.

Summary:

On May 5, 2014, the Board of Directors adopted Ordinance No. 333 establishing water use limitations due to the Community Drought Emergency. The Ordinance establishes a procedure whereby customers can submit a request for an exemption of a water use limitation, which must be either approved or denied by the Drought Coordinator or his/her designee.

On May 30, 2014 District customer Gregory Meyer of Dublin submitted a request for an exemption from one or more of the water use limitations described in Ordinance No. 333. On June 12, 2014 District staff denied the customer's request for an exemption and notified the customer. A summary of exemption and appeal details are in Attachment 1. A copy of the completed exemption request form is included as Attachment 2, and the stated reason for the denial as Attachment 3. Section 3(a)(7) from Ordinance No. 333 is included as Attachment 4.

On July 21, 2014 the customer submitted an appeal of District staff's decision. A copy of the customer's appeal form is included as Attachment 5.

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 an exemption 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 exemption) or to deny the appeal.

The customer has consented to the release of his name and city of residence. A copy of the signed waiver is included in Attachment 5.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR S. Delight	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. Exemption and Appeal Details 2. Application for Exemption 3. Exemption Request Denial 4. Section 3 (a)(7) of Ordinance No. 333 5. Appeal form and waiver			
H:\Board\2014\09-02-14\Waiver and Exemption Appeals\Meyer\S&R Appeal of a Denied Exemption - Meyer.docx			170 of 179			

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: GREG WELCH
 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] 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: _____

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:

City: DUBLIN

Account Number:

Zip Code: 94568

Phone Number:

Email address:

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

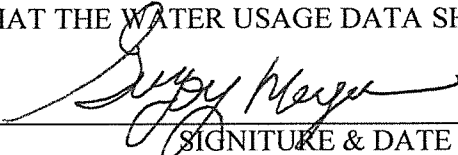
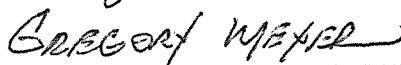
I agree that I am a DSRSD customer and I am seeking a waiver of enforcement action for restricted or prohibited water use. I further acknowledge that the Drought Coordinator previously denied my request for a waiver, and therefore I am appealing the decision of the Drought Coordinator to the DSRSD Board 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

