



**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, April 5, 2016

**AGENDA**

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

**BUSINESS:**

**REFERENCE**

	<b><u>Recommended Action</u></b>	<b><u>Anticipated Time</u></b>
1. <u>CALL TO ORDER</u>		
2. <u>PLEDGE TO THE FLAG</u>		
3. <u>ROLL CALL</u> – Members: Duarte, Halket, Howard, Misheloff, Vonheeder-Leopold		
4. <u>SPECIAL ANNOUNCEMENTS/ACTIVITIES</u>		
5. <u>PUBLIC COMMENT</u> (MEETING OPEN TO THE PUBLIC)		
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.		
6. <u>CLOSED SESSION</u>		
A. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6 Agency Negotiators: Doug Coty, Assistant General Counsel Unrepresented Employee: General Manager		5 min
7. <u>REPORT FROM CLOSED SESSION</u>		
8. <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>		
None		

**BUSINESS:**

**REFERENCE**

		<u>Recommended Action</u>	<u>Anticipated Time</u>
9.	<u>APPROVAL OF MINUTES</u> - Regular Meeting of 		

**BUSINESS:**

**REFERENCE**

	<b><u>Recommended Action</u></b>	<b><u>Anticipated Time</u></b>
13.	<b><u>CLOSED SESSION</u></b>	
A.	Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6 Agency Designated Representative: Doug Coty, General Counsel Additional attendees: Michelle Gallardo, Human Resources Supervisor Unrepresented Employee: General Manager	5 min
14.	<b><u>REPORT FROM CLOSED SESSION</u></b>	
15.	<b><u>ADJOURNMENT</u></b>	

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

**March 15, 2016**

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6:00 p.m. by President D.L. (Pat) Howard.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President D.L. (Pat) Howard, Vice President Richard M. Halket (via teleconference), Director Edward R. Duarte, Director Madelyne (Maddi) A. Misheloff, and Director Georgean M. Vonheeder-Leopold.

District staff present: John Archer, General Manager/Treasurer; Dan McIntyre, Engineering Services Manager; Dan Gallagher, Operations Manager; Carl P.A. Nelson, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

General Manager Archer announced that Clean Water Specialist Stefanie Olson received the 2015 Staff Person of the Year award from WateReuse California for her work on the District's hugely popular Residential Recycled Water Fill Station program.

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:01p.m.  
– There was no public comment received.

6. REPORTS

A. Reports by General Manager and Staff

- Event Calendar – General Manager Archer reported on the following:
  - o Recent rainfall has had a positive impact on water storage levels.
  - o Operations Manager Gallagher reported two water pipe breaks occurred on Vomac and Cypress Court Sunday March 13. He commended District on-call field staff and repair contractors from McGuire & Hester for prompt and effective response to the emergencies.
  - o Mr. Archer and Mr. Gallagher made a presentation at the Contra Costa LAFCo meeting on March 9 regarding the District's Drought response.
  - o Staff have completed filings with Water Quality Control Board for the Dedicated Land Disposal, and the Recycled Water Annual Report with the CA Department of Health.
  - o The Dublin Chamber of Commerce is hosting the annual St. Patrick luncheon on March 16 at 11:30 a.m.

- o A Zone 7 meeting will be held March 16 to consider support for the California WaterFix and the Urban Water Management Plan. Engineering Services Manager McIntyre will attend. The Plan will include a proposal to adopt a drought surcharge based on the level of savings, much like the District's.
  - o The District will make the final payment for the new Field Operations Division facility property located on Commerce Circle in Pleasanton on March 22.
  - o The annual Alameda California Special District's Association dinner will be held next week, March 24, at the Pleasanton Marriott. The event will be noticed as a special Board meeting due to three Directors attending.
  - o Boardmembers are encouraged to contact staff if interested in taking an annual facility tour.
- Correspondence to and from the Board on an Item not on the Agenda - None

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

C. Committee Reports

Finance and Personnel  
Special DERWA

February 29, 2016  
March 14, 2016

President Howard invited comments on recent committee activities. He reported that he and Director Vonheeder-Leopold attended the Special DERWA meeting last night. Authority Manager Jim Bewley and Authority General Counsel Bob Maddow are retiring from DERWA and will serve as consultants to their successors.

7. APPROVAL OF MINUTES – Regular Meeting of March 1, 2016

Director Misheloff MOVED for the approval of the March 1, 2016 minutes. Director Duarte SECONDED the MOTION, which CARRIED with FOUR AYES, and ONE ABSTENTION (Vonheeder-Leopold).

8. CONSENT CALENDAR

Director Vonheeder-Leopold MOVED for approval of the items on the Consent Calendar. Director Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

- A. Approve Revised Job Description for Operations Manager Classification – Approved – Resolution No. 16-16
- B. Approve Out-of-State Travel for Financial Analyst to attend Tyler Technology Conference; and Information Technology Analyst II and Operation Control System Specialist to attend Department of Homeland Security Industrial Control Systems Cybersecurity Training – Approved
- C. Accept the Following Regular and Recurring Reports: District Financial Statements, Warrant List and Upcoming Board Business – Approved

9. BOARD BUSINESS

- A. Public Hearing: Adopt Urgency Ordinance for Water Use Limitations and Repeal Ordinance No. 336

President Howard read title of Ordinance: “An Urgency Ordinance of Dublin San Ramon Services District Adopting Water use Limitations during the Community Drought Emergency and Repeal of Ordinance No. 336”

President Howard solicited Motion to Waive Reading of Ordinance.

Director Duarte MOVED to Waive Reading of Ordinance. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

President Howard declared the Public Hearing open.

Operations Manager Gallagher reviewed the changes to the proposed ordinance, based on discussion held at the February 15 Board meeting, and noted the updated format for ease of understanding for customers.

Director Vonheeder-Leopold MOVED to close the Public Hearing. Director Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

Director Duarte MOVED to adopt Ordinance No. 338, Adopting Water use Limitations During the Community Drought Emergency and Repeal of Ordinance No. 336. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

- B. Accept Water Supply and Demand and Drought Response Reports and Find that the Need for the Community Drought Emergency Still Exists

General Manager Archer reported that this is a standing agenda item and highlighted aspects of the report, noting that the recent rainfall has helped to bring Lake Oroville to 101% of average.

The Board and staff discussed various aspects of the reports, and noted the impact of recent rainfall on reservoirs and lake levels. Due to the severity of the drought over the last few years, it is unlikely the State will ease up on restrictions, but more will be known next month to determine necessary planning into summer.

Director Misheloff MOVED to accept the Water Supply and Demand and Drought Response Reports and find that the need for the Community Drought Emergency Still Exists. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

- C. Approve Staff Authority to Submit Grant Application for Bay Area Biosolids to Energy Project

Engineering Services Manager McIntyre reviewed the item and reported that staff will make the trip the week of May 16, 2016, as previously approved by the Board, to study the pilot Synagro facility in Valencia, Spain. The facility has been operational for a

few weeks. City of Pleasanton was invited but will not make the trip, so information gathered will be shared with Pleasanton.

The Board noted great interest in the pilot facility, the multiple applications possible, and the prospect of developing such a facility within the District. A few necessary corrections were noted for the grant application.

Director Vonheeder-Leopold MOVED to adopt Resolution No. 17-16, Approving Authority for Staff to Submit a Planning Grant Application for the Biosolids to Energy Facility. Director Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

D. Discuss and Provide Direction on the Use of Clean Water Revival Facilities and Demineralized Recycled Water Policy

Engineering Services Manager McIntyre reviewed the item for the Board. He also reported, on a related note, that a project management committee is working on a scope of work for a joint feasibility study. Staff representatives will be Principal Engineer Rhodora Biagtan for project management, Community Affairs Supervisor Sue Stephenson for community outreach, and Mr. McIntyre for the steering committee. The other participating agencies will make budget adjustments this spring to authorize participation in the study. It is anticipated the study will take about 18 months.

After a brief discussion of the three options presented, the Board agreed to direct staff to act on Option 1, Significantly Amend Policy P300-11-1, as outlined in the staff report.

Director Vonheeder-Leopold MOVED to Direct Staff to bring a Resolution back to the Board in Pursuit of Option 1 in the Staff Report. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

10. BOARDMEMBER ITEMS

Director Misheloff submitted a written report to Executive Services Supervisor Genzale. She reported that she attended the Association of California Water Agencies (ACWA) Legislative Symposium on March 9, 2016 in Sacramento. She summarized the discussions and activities of the meeting. She also reported that next week she will be meeting with Assemblywoman Catherine Baker.

President Howard reported that he attended a marketing of water session at the ACWA conference. He summarized the discussions and activities of the meeting.

Director Vonheeder-Leopold submitted a written report to Executive Services Supervisor Genzale. She reported that she attended the California Association of Sanitation Agencies Washington D.C. Policy Forum February 22-24, 2016. She summarized the discussions and activities of the meeting.

11. CLOSED SESSION

At 6:51 p.m. the Board went into Closed Session.

- A. Public Employee Appointment - Pursuant to Government Code Section 54957  
Title: General Manager
- B. Conference with Legal Counsel – Existing Litigation Pursuant to subdivision (d)(l) of  
Governmental Code Section 54956.9  
One Case (Alejandro)

12. REPORT FROM CLOSED SESSION

At 7:49 p.m. the Board came out of Closed Session. President Howard announced that there was no reportable action.

13. ADJOURNMENT

President Howard adjourned the meeting at 7:50 p.m.

Submitted by,

Nicole Genzale, CMC  
Executive Services Supervisor



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

**March 18, 2016**

1. CALL TO ORDER

A special meeting of the Board of Directors was called to order at 8:31 a.m. by President D.L. (Pat) Howard.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President D.L. (Pat) Howard, Vice President Richard M. Halket, Director Edward R. Duarte, Director Madelyne (Maddi) A. Misheloff, and Director Georgean M. Vonheeder-Leopold.

District staff present: John Archer, General Manager/Treasurer; Carl P.A. Nelson, General Counsel; and Louise Rummel, Administrative Assistant II.

4. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 8:32 a.m.

There was no public comment received. At 8:33 a.m. the Board adjourned to the City of Dublin Civic Center Council Chambers for Closed Session.

5. CLOSED SESSION

At 9:00 a.m. the Board reconvened the meeting and went immediately into Closed Session.

A. Public Employee Appointment – Pursuant to Government Code Section 54957  
Title: General Manager

6. REPORT FROM CLOSED SESSION

At 4:45 p.m. the Board came out of Closed Session. President Howard announced that there was no reportable action.

7. ADJOURNMENT

President Howard adjourned the meeting at 4:46 p.m.

Submitted by,

Louise Rummel  
Administrative Assistant II

For: Nicole Genzale, CMC  
Executive Services Supervisor

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

**March 24, 2016**

1. CALL TO ORDER

A special meeting of the Board of Directors was called to order at 6:10 p.m. by President D.L. (Pat) Howard.

Boardmembers present at start of meeting:

President D.L. (Pat) Howard, Director Edward R. Duarte, Director Madelyne (Maddi) A. Misheloff, and Director Georgean M. Vonheeder-Leopold.

District staff present: Dan McIntyre, Engineering Services Manager.

2. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:11 p.m.

There was no public comment received.

3. BUSINESS

- A. Alameda County Special Districts Association Annual Dinner Meeting - Receive Report from Congressman Eric Swalwell

Alameda County Special Districts Association President Roland Williams welcomed the meeting attendees and introduced keynote speaker Congressman Eric Swalwell. Congressman Swalwell represents California's 15th congressional district which encompasses most of Alameda County.

Congressman Swalwell gave a report on bi-partisanship in Washington, and reflected on being a Democrat in an all-Republican family. Congressman Swalwell and the audience engaged in a questions and answer period following his presentation. No questions were asked by or asked of the District Board of Directors.

Engineering Services Manager McIntyre noted that this was probably the most well attended District Board meeting in history, with over 100 members of the public.

4. ADJOURNMENT

President Howard adjourned the meeting at 8:40 p.m.

Submitted by,

Nicole Genzale, CMC  
Executive Services Supervisor

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

**March 25, 2016**

1. CALL TO ORDER

A special meeting of the Board of Directors was called to order at 5:03 p.m. by President D.L. (Pat) Howard.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President D.L. (Pat) Howard, Vice President Richard M. Halket, Director Edward R. Duarte, Director Madelyne (Maddi) A. Misheloff, and Director Georgean M. Vonheeder-Leopold.

District staff present: Dan McIntyre, Engineering Services Manager; Carl P.A. Nelson, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 5:04 p.m.

There was no public comment received.

5. CLOSED SESSION

At 5:05 p.m. the Board went into Closed Session.

A. Public Employee Appointment – Pursuant to Government Code Section 54957  
Title: General Manager

B. Conference with Labor Negotiators – Pursuant to Government Code Section 54957.6  
Agency Negotiators: Michelle Gallardo, Human Resources Supervisor  
Carl P.A. Nelson, General Counsel

6. REPORT FROM CLOSED SESSION

At 5:45 p.m. the Board came out of Closed Session. President Howard made the following report: The Board has determined to appoint Dan McIntyre as its new General Manager, subject to negotiation and execution of a Personal Services Agreement.

7. ADJOURNMENT

President Howard adjourned the meeting at 5:48 p.m.

Submitted by,

Nicole Genzale, CMC  
Executive Services Supervisor



Reference Engineering Services Manager	Type of Action Approve Agreements	Board Meeting of April 5, 2016
Subject Approve Master Agreements for Consulting Services for On-Call Professional and Technical Services		
<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	D. McIntyre	<input type="checkbox"/> Board Member

## **Recommendation:**

The Engineering Services Manager recommends the Board of Directors approve, by Resolution, Master Agreements for Consulting Services with several firms for On-Call Technical and Professional Services.

## **Summary:**

The District frequently engages the services of professional firms in support of operations and capital improvement projects. To comply with the purchasing procedures, minimize administrative costs, and enable the District to obtain professional and technical assistance on a short notice as-needed basis, staff sent an On-Call Professional and Technical Services Request for Qualifications (RFQ) to three or more firms for each of the services listed below.

1. Environmental Documentation
2. Engineering Design and Consulting
3. Construction Management and Inspection
4. Development Project Construction Inspection
5. Recycled Water User Monitoring Inspection
6. Surveying
7. Geotechnical
8. SCADA
9. Coating Inspection
10. Subsurface Utility Locating

Staff has reviewed the Statements of Qualifications from the responsive firms and has selected one or more firms to provide each service on an “as-needed” basis. Twenty-one firms are recommended for ten services. A summary of the firms providing Statements of Qualifications and selected for each service is provided in the attached staff report.

Staff recommends the Board approve a Master Agreement for Consulting Services with each selected firm. The agreements for these services will be established for a period not to exceed three years, with the option to extend the agreements for one additional year, if authorized by the General Manager. Minor changes to the standard Master Agreement for Consulting Services as required by individual consultants were reviewed and approved by General Counsel.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR J. Zavadil	DEPARTMENT Eng Services	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input checked="" type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$1.5 Million Not to exceed	<input checked="" type="checkbox"/> Funding Source A. Various B.		Attachments to S&R 1. 2. 3.			

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING MASTER AGREEMENTS FOR CONSULTING SERVICES FOR ON-CALL PROFESSIONAL AND TECHNICAL SERVICES

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WHEREAS, the District desires to obtain professional and technical consulting services in support of miscellaneous operations tasks and capital improvement projects, and has solicited proposals in accordance with Board Resolution No. 14-06; and

WHEREAS, District staff have evaluated the qualifications of firms providing professional and technical services, and have recommended the selection of several firms, to provide the required professional and technical services; and

WHEREAS, the District desires to enter into Master Agreements for Consulting Services with the selected firms for a period not to exceed three years, with an option to extend the agreements for one additional year if authorized by the General Manager.

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”) with modifications as approved by General Counsel by and between Dublin San Ramon Services District and the firms listed in Exhibit “B,” are hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreements for and on behalf of Dublin San Ramon Services District.

Res. No. \_\_\_\_\_

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 5th day of April 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
D. L. (Pat) Howard, President

ATTEST: \_\_\_\_\_  
Nicole Genzale, District Secretary

MASTER AGREEMENT for CONSULTING SERVICES  
WITH  
(Name of Consulting Firm)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between DUBLIN SAN RAMON SERVICES DISTRICT, a public agency in the counties of Alameda and Contra Costa, California ("District") and (company name goes here) ("Consultant"), (company street address, city, state, zip, phone number go here);

WHEREAS, District requires professional (type of service) consulting services; and

WHEREAS, Consultant's principals are duly licensed (type of professional) in the State of California and Consultant represents that it is experienced in performing, and uniquely qualified to perform, the professional (type of service) consulting services; and

WHEREAS, District desires to engage Consultant for such services; and

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 hourly rates of charge for Consultant's personnel times the number of hours, 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 \_\_\_\_\_, 20\_\_\_\_.

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

*Minimum Scope and Limit of Insurance.* Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees)*

D. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

*Other Insurance Provisions.* The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. **Additional Insured Status:** The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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

C. **Notice of Cancellation:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the District.

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

E. **Deductibles and Self-Insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

G. **Claims Made Policies:** If any of the required policies provide coverage on a claims-made basis:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

iii. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work.

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

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

J. Special Risks or Circumstances: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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:               (name of contact person goes here)  
                                     (name of company goes here)  
                                     (company street address goes here)  
                                     (company city, state, zip go here)

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 \_\_\_\_\_  
John Archer, General Manager

Attest:

\_\_\_\_\_  
Nicole Genzale, District Secretary

Consultant (COMPANY, INC.)

\_\_\_\_\_  
(I.M. Consultant, President)

## Summary of Selected Firms

<b>Service</b>	<b>Consulting Firms</b>
Environmental	Ascent Environmental, Inc.
Environmental	Vinnedge Environmental
Engineering Design	Vivian Housen & Associates, Inc.
Engineering Design	Whitley, Burchett and Associates
Engineering Design, Construction Mgmt.	Carollo Engineers
Engineering Design, Construction Mgmt.	West Yost and Associates
Construction Mgmt.	4Leaf, Inc.
Construction Mgmt., Development Project Construction Inspection	The Covello Group
Development Project Construction Inspection	Mahler Consulting Services
Recycled Water User Monitoring Inspections	HydroScience Engineers, Inc.
Surveying	Alexander and Associates
Surveying	O'dell Engineering
Geotechnical	Cal Engineering & Geology
Geotechnical	Construction Testing Services
Geotechnical	Lai and Associates
Electrical/SCADA	ArcSine Engineering
Electrical/SCADA	Frisch Engineering, Inc.
Electrical/SCADA	TJC and Associates
Electrical/SCADA	Wunderlich-Malec Engineering
Coating Inspection	Bay Area Coating Consultants
Subsurface Utility Locating	Subtronic Corporation



# STAFF REPORT



District Board of Directors  
April 5, 2016

## ON-CALL PROFESSIONAL AND TECHNICAL SERVICES AGREEMENTS

### DISCUSSION

The District frequently engages the services of professional firms in support of operations and capital improvement projects. The District's purchasing procedure requires staff to informally solicit statements of qualifications (SOQs) for technical, professional and engineering services exceeding \$25,000 and to formally solicit SOQs for services over \$100,000. To comply with the purchasing procedures, minimize administrative costs, and enable the District to obtain professional and technical assistance on a short notice as-needed basis, staff sent an On-Call Professional and Technical Services Request for Qualifications (RFQ) to three or more firms for each of the services listed below.

1. Environmental Documentation
2. Engineering Design and Consulting
3. Construction Management and Inspection
4. Development Project Construction Inspection
5. Recycled Water User Monitoring Inspection
6. Surveying
7. Geotechnical
8. SCADA
9. Coating Inspection
10. Subsurface Utility Locating

Staff has reviewed the Statements of Qualifications from the responsive firms and is recommending one or more firms to provide each service on an as-needed basis. Twenty-one firms are recommended for ten services. In the case where more than one firm was found to be best qualified to provide a particular service, staff will assign specific projects to one of the firms based on consultant staff specific expertise and availability. It should be noted that some firms are qualified for more than one service, and their agreements will cover all the applicable services. A summary of the firms providing SOQs and selected for each service is provided in Table 1. The approving Resolution also includes a list of the selected firms as Exhibit B.

Task orders under the agreements may be directly assigned to a selected consultant or, for larger tasks, assigned after review of competitive letter SOQs from the selected consultants who will be under contract with the District. Individual task orders will not exceed \$500,000. The consultant will be compensated for the services on a time and material basis, with a not-to-exceed amount, as identified on executed task orders. Any task order that exceeds staff authority (\$100,000) or is for a service that would normally be retained through a procurement process will be brought to the Board for consideration. The total compensation under the agreements is limited to \$1.5 Million.

The need for many of these services is sporadic; the District may need a service several times within a year or not at all. To reduce the administrative efforts of staff and consultants, staff is requesting approval for three-year agreement terms, with the option to extend the contract for one additional year, if authorized by the General Manager. Minor changes to the standard Master Agreement for Consulting Services as required by individual consultants were reviewed and approved by General Counsel.

## **RECOMMENDATION**

Staff recommends the Board approve a Master Agreement for Consulting Services with each selected firm for the services noted in Exhibit "B" of the Resolution.

**Table 1. Professional and Technical Services Request for Qualifications Summary.**

All companies listed were sent a Request for Qualifications.

Submitted Statements of Qualifications      X      Selected

	Environmental	Engineering Design	Construction Mgmt	Development Project Construction Inspection	Recycled Water User Monitoring Inspections	Surveying	Geotechnical	Electrical/SCADA	Coating Inspection	Subsurface Utility Locating	Contract Change Request
Ascent Environmental, Inc.	X										
Douglas Herring & Associates											
Vinnedge Environmental	X										
Impact Sciences, Inc.											
BKF											
Brown and Caldwell											X
HDR Engineering											X
Kennedy Jenks Consultants											X
Lee & Ro											
Quincy Engineering											
Carollo Engineers		X	X								
Vivian Housen & Associates, Inc.		X									
West Yost and Associates		X	X								
Whitley, Burchett and Associates		X									X
GEI Consultants, Inc.											
Hazen and Sawyer											
RMC Water & Environment											
The Covello Group			X	X							X
4Leaf, Inc.			X								
Mahler Consulting Services				X							
E.M. Construction Management											
HydroScience Engineers, Inc.					X						
Horizon Water & Environment											
Alexander and Associates						X					
O'dell Engineering						X					X
The Culver Group, Inc.											
Towill Surveying, Mapping & GIS											
Lai and Associates							X				
McMillen Jacobs Associates											X
Golder Associates											X
Cal Engineering & Geology							X				X
Construction Testing Services							X				
DCM Consulting											
Wunderlich-Malec Engineering								X			
Glenmount Global Solutions											

	Environmental	Engineering Design	Construction Mgmt	Development Project Construction Inspection	Recycled Water User Monitoring Inspections	Surveying	Geotechnical	Electrical/SCADA	Coating Inspection	Subsurface Utility Locating	Contract Change Request
ArcSine Engineering								X			X
Frisch Engineering, Inc.								X			
TJC and Associates								X			
Calcon Systems											
Bay Area Coating Consultants									X		
JDH Corrosion Consultants, Inc.											
West Coast Coating Consultants											
Subtronic Corporation										X	
Safe2core											
Encompass Inspectors											
Geotech Utility Locating LLC											

All companies listed were sent a Request for Qualifications.

Submitted Statements of Qualifications      X      Selected



Reference Engineering Services Manager	Type of Action Adopt Revised Policy and Provide Direction	Board Meeting of April 5, 2016
Subject Adopt Revised Use of Clean Water Revival Facilities and Demineralized Recycled Water Policy and Rescind Resolution Nos. 45-02 and 56-11		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
<input checked="" type="checkbox"/> Staff	D. McIntyre	<input type="checkbox"/> Board Member

## Recommendation:

The Engineering Services Manager recommends the Board of Directors, by Resolution, adopt the revised Use of Clean Water Revival Facilities and Demineralized Recycled Water policy, rescind Resolution Nos. 45-02 and 56-11, and direct the General Manager to work collaboratively with other Tri-Valley agencies to complete a Joint Potable Reuse Feasibility Study.

## Summary:

In the 1990s, the District constructed facilities to demineralize recycled wastewater for injection into the Livermore-Amador Valley groundwater basin, for later extraction as a potable water source ("potable reuse"). Before the groundwater injection project could be placed into operation, the District ceased development and commissioning of the project. Subsequently, in 2002 the Board adopted Resolution No. 45-02 formally terminating the groundwater injection project and later adopted a Use of Clean Water Revival Facilities and Demineralized Recycled Water policy (P300-11-1) for the re-purposing of the Clean Water Revival Program facilities.

In the aftermath of severe drought shortages in 2014 and 2015, the Board has taken a number of steps to re-open the issue of potable reuse of recycled wastewater, whether by groundwater injection as planned in the 1990s, or other potable reuse options. This involved adoption of specific action items in the 5-Year Strategic Plan last year and the adoption of a new Water Supply, Storage, Conveyance, Quality, and Conservation policy last year. Moreover, a consensus recommendation made at the February 11, 2016 Tri-Valley Water Policy Roundtable supports the initiation of a Tri-Valley Joint Potable Reuse Feasibility Study.

The existing Use of Clean Water Revival Facilities and Demineralized Recycled Water policy (P300-11-1) is now inconsistent with other actions taken by the Board over the last year and is in need of updating. On March 15, 2016, the Board reviewed Resolution No. 45-02 and policy P300-11-1, and directed staff to prepare a revised "Use of Clean Water Revival Facilities and Demineralized Recycled Water" policy. The attached draft policy represents a policy shift from prohibiting development of a potable reuse project, to supporting the development of a potable reuse project. The new Resolution rescinds Resolution Nos. 45-02 and 56-11 and also directs the General Manager to work collaboratively with other Tri-Valley agencies to complete a Joint Potable Reuse Feasibility Study.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR D. McIntyre	DEPARTMENT Eng Services	REVIEWED BY
<b>ATTACHMENTS</b> <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.		Attachments to S&R 1. Use of Clean Water Revival Facilities and Demineralized Recycled Water Policy - REDLINED 2. 3.			

RESOLUTION NO. \_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT  
REVISING THE USE OF CLEAN WATER REVIVAL FACILITIES AND DEMINERALIZED RECYCLED  
WATER POLICY AND RESCINDING RESOLUTION NO. 45-02 AND RESOLUTION NO. 56-11

---

WHEREAS, in 2002 the Board of Directors adopted Resolution No. 45-02 which determined that it is the policy of DSRSD that it will not inject water of wastewater origin produced by its Clean Water Revival Project into the Livermore-Amador Valley Groundwater Basin and that Clean Water Revival facilities are to be re-purposed for other recycled water uses; and

WHEREAS, in 2001 the Board of Directors adopted Resolution No. 56-11 adopting a policy for the “Use of Clean Water Revival Facilities and Demineralized Recycled Water,” which directed staff to work with other water agencies to re-purpose the District’s Clean Water Revival facilities for various recycled water uses; and

WHEREAS, in 2014 DSRSD faced an unprecedented water shortage resulting from severe drought throughout California, which necessitated mandatory 25% water conservation and highlighted the vulnerability of the Tri-Valley’s water supply; and

WHEREAS, on May 19, 2015 the Board of Directors adopted the 5-Year Strategic Plan which included Strategic Goal #2.01 to increase the reliability of the water supply by diversifying the water supply portfolio, and included Work Plan Task #2.01.06 to “develop an Indirect Potable Reuse Project concept in partnership with one or more Tri-Valley partners;” and

WHEREAS on June 2, 2015 the Board of Directors approved the 10-Year Capital Improvement Plan, which appropriated funding of the Water Reuse Demonstration Project (Project #16-R013) and the Water Supply Reliability Project (Project #16-W009); and

WHEREAS, on October 20, 2015 the Board of Directors accepted the 2015 Alternative Water Supply Study that evaluated various alternative water supplies, including Indirect Potable Reuse; and

WHEREAS, on October 20, 2015 the Board of Directors adopted the Water Supply, Storage, Conveyance, Quality, and Conservation policy P300-15-1, which included direction to:

1. Diversify the sources of water supply so that no less than 60% of total demand (potable and recycled) is satisfied by local and regional water supplies (Policy Statement #3); and
2. Explore in partnership with other Tri-Valley agencies the development of an expanded or additional local water facility to supplement the groundwater basin when flows from the State Water Project are jeopardized (Policy Statement #5); and
3. With the exception of brine produced from recycling production, to discharge no treated wastewater to the Bay (Policy Statement #9); and

WHEREAS, on February 11, 2016 at Tri-Valley Water Policy Roundtable #6, the elected officials representing the cities of Dublin, Pleasanton, San Ramon, Livermore; Dublin San Ramon Services District and the Zone 7 Water Agency, received a report on community sentiment on potable reuse, which determined that

Res. No. \_\_\_\_\_

63% of Tri-Valley residents are supportive on an indirect potable reuse project involving the injection of purified water injected into the groundwater basin; and

WHEREAS, on February 11, 2016 at Tri-Valley Water Policy Roundtable #6, the elected officials representing the cities of Dublin, Pleasanton, San Ramon, Livermore; Dublin San Ramon Services District and the Zone 7 Water Agency, agreed by consensus to support a joint feasibility study for potable reuse.

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

1. The revised "Use of Clean Water Revival Facilities and Demineralized Recycled Water" policy is hereby adopted and attached as Exhibit "A."
2. Resolution No. 45-02 is hereby rescinded and attached as Exhibit "B."
3. Resolution No. 56-11 that approved the "Use of Clean Water Revival Facilities and Demineralized Recycled Water" policy is hereby rescinded and attached as Exhibit "C."
4. The Board hereby authorizes and directs the General Manager to work collaboratively with other Tri-Valley water agencies to complete a Joint Potable Reuse Feasibility Study which will explore various Potable Reuse project concepts, including but not limited to the evaluation of a project concept for the injection of reverse osmosis treated wastewater into the Livermore-Amador Valley Groundwater Basin.

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 5th day of April 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

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D. L. (Pat) Howard, President

ATTEST:

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Nicole Genzale, District Secretary



# POLICY

## Dublin San Ramon Services District

Policy No.:		Type of Policy:	Operations
Policy Title:	Use of Clean Water Revival Facilities and Demineralized Recycled Water		
Policy Description:	Use of recycled water produced by District’s reverse osmosis treatment facility		
Approval Date:		Last Review Date:	2016
Approval Resolution No.:		Next Review Date:	2020
Rescinded Resolution Nos.:	56-11 and 45-02	Rescinded Resolution Date:	N/A

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

1. In partnership with Zone and the other Tri-Valley water retailers, to develop a potable reuse water supply project through the use of the District's existing and planned reverse osmosis facilities.
2. To commission those District Clean Water Revival facilities constructed in the 1990s that are still suitable and feasible for use to provide a potable reuse water supply for the purposes of a potable reuse water supply.
3. For those District Clean Water Revival Facilities built in the 1990s that are no longer suitable and/or feasible to support a potable reuse water supply, to work with Zone 7, the Tri-Valley water retailers, and other actual and potential water users in the Tri-Valley area to identify and implement acceptable ways to productively use the all facilities constructed in the 1990's as part of the District's Clean Water Revival project and the valuable high quality water those facilities can produce. Examples of ways the facilities and water could be used include, but are not necessarily limited to:
  - Demineralization of the high-salt groundwater of the Livermore-Amador Valley Groundwater Basin;
  - Treatment of potable water to improve quality;
  - Salt reduction in support of existing and expanded landscape irrigation with recycled water;
  - Further demineralization of reject water from the Zone 7 well head demineralization program;



DSRSD Policy

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Policy No.:

Policy Title: Use of Clean Water Revival Facilities and Demineralized Recycled Water

- Salt reduction in support of agricultural irrigation with recycled water;
- Treatment of recycled water for irrigation purposes;
- Conveyance of brine from groundwater demineralization facilities; and
- Manufacturing, cooling, decorative or other municipal, commercial or industrial uses.

RESOLUTION NO. 45-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT ESTABLISHING A POLICY FOR THE USE OF PURIFIED RECYCLED WATER PRODUCED BY THE DISTRICT'S CLEAN WATER REVIVAL PROJECT AND THE USE OF THOSE FACILITIES AND RESCINDING RESOLUTION NO. 43-00

WHEREAS, the Dublin San Ramon Services District ("DSRSD") and the Cities of Livermore ("Livermore") and Pleasanton ("Pleasanton"), California, are member agencies of the Livermore-Amador Valley Water Management Agency ("LAVWMA"), a Joint Exercise of Powers Agency established pursuant to Government Code Section 6500, et seq.; and

WHEREAS, LAVWMA provides wastewater disposal services for its member agencies; and

WHEREAS, in 1985 LAVWMA's member agencies commenced planning for the expansion of LAVWMA's facilities to correspond to planned development and population growth within each agency's local wastewater service area; and

WHEREAS, notwithstanding impending anticipated planned growth, by 1993, no consensus among LAVWMA's member agencies had been achieved regarding expansion of LAVWMA's facilities; and

WHEREAS, in November 1993, the electorate of the City of Dublin ("Dublin"), whose territory is served by DSRSD, approved the East Dublin Specific Plan thereby allowing development requiring wastewater disposal capacity in an amount which, when added to DSRSD's existing demands, would have substantially exceeded the capacity then available to DSRSD in LAVWMA's facilities; and

WHEREAS, in order to provide sufficient disposal capacity in the event LAVWMA's facilities, or alternative jointly-owned and operated facilities, were not timely expanded or provided, DSRSD, in conjunction with Livermore and the Alameda County Flood Control and Conservation District, Zone 7 ("Zone 7"), applied for, and received a master recycling permit ("Order No. 93-159") from the San Francisco Bay Regional Water Quality Control Board ("RWQCB"), which allows construction of wastewater recycling facilities by Livermore and DSRSD producing purified water for injection into the

Res. No. 45-02

Livermore-Amador Valley Groundwater Basin (Groundwater Basin") from which Zone 7 obtains potable water for resale to its customers; and

WHEREAS, portions of those recycling facilities could be used to produce recycled water for landscape irrigation in accordance with Order No. 93-159; and

WHEREAS, use of recycled water for landscape irrigation is seasonal, and therefore does not suffice for wastewater disposal purposes, for which capacity is needed on a year-round basis; and

WHEREAS, the demineralization portion of those recycling facilities could then and can now be used for purposes other than to produce water for groundwater injection; and

WHEREAS, Order No. 93-159, implements Statewide policies regarding use of recycled water to supplement existing surface and underground water supplies (see, e.g., Water Code § 13510 *et seq.*) in furtherance of the public health, welfare, and safety; and

WHEREAS, in July 1994, Zone 7 entered into an agreement with Livermore under which Zone 7 agreed to purchase purified recycled water from Livermore to supplement groundwater resources; and

WHEREAS, in October 1994, Dublin annexed a substantial area of land consistent with the East Dublin Specific Plan, which annexation resulted in near-term imminent demand for wastewater disposal capacity; and

WHEREAS, in the absence of positive action by LAVWMA to provide additional wastewater disposal capacity, DSRSD has relied upon its rights to provide additional capacity through groundwater injection pursuant to Order No. 93-159; and

WHEREAS, in reliance upon an interpretation by DSRSD of support for the Clean Water Revival project by (a) Zone 7 as contained in letters to DSRSD in October 1996 commenting upon the Draft Environmental Impact Report for the Clean Water Revival Project and to the State Department of Health Services ("DOHS") in September 1997 recommending approval of the Clean Water Revival project, (b) the City of San Ramon and the City of Dublin as contained in correspondence from those agencies to

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DSRSD and (c) the City of Pleasanton as contained in the Principles of Agreement for the LAVWMA project, DSRSD informed landowners, developers, and other interested parties of the future availability of such capacity to be created by DSRSD's own project; and

WHEREAS, in January 1997, the Board of Directors of DSRSD, pursuant to the California Environmental Quality Act (Pub. Resources Code § 21000, et seq.; "CEQA") certified as complete, the Environmental Impact Report ("EIR") for DSRSD's own proposed wastewater recycling project, using micro-filtration, reverse osmosis filtration and ultraviolet light disinfection technology to produce highly purified water, which project subsequently was named the "Clean Water Revival Project" ("CWR Project"); and

WHEREAS, by the end of 1996 no progress had been made by LAVWMA toward expanding its disposal facilities, and therefore, in January 1997, the DSRSD Board authorized the design of the CWR Project; and

WHEREAS, in 1997 the legislative bodies of LAVWMA's member agencies approved certain "Principles of Agreement" which were to serve as the basis for agreement to expand the LAVWMA facilities; and

WHEREAS, the Principles of Agreement included, among other matters, the agreement of Pleasanton not to oppose groundwater replenishment with CWR Project water so long as the Project conformed to public health and safety standards; and

WHEREAS, in or about July 1997, the legislative bodies of Livermore, Pleasanton, and DSRSD approved an Amended and Restated Joint Exercise of Powers Agreement ("LAVWMA JPA") for LAVWMA providing for expanding LAVWMA's wastewater disposal facilities; and

WHEREAS, in September 1997, DSRSD and Pleasanton entered into a First Supplemental Agreement to the Agreement Between DSRSD and Pleasanton for Wastewater Disposal Services (the

Res. No. 45-02

“Regional Agreement”) under which DSRSD provides wastewater treatment and disposal services for Pleasanton; and

WHEREAS, said First Supplemental Agreement provides Pleasanton an option to participate in the expanded disposal capacity provided under the CWR Project; and

WHEREAS, the Zone 7 Groundwater Management Advisory Committee reviewed the CWR Project and concluded that with certain modifications, which were subsequently incorporated into the project by DSRSD, that the CWR Project for groundwater injection be approved; and

WHEREAS, in September 1997, in a letter from the President of the Board of Directors of Zone 7, Zone 7 endorsed the groundwater replenishment feature of the CWR Project by recommending that the DOHS approve that feature of the CWR Project in accordance with DOHS’s authority and by stating Zone 7’s determination that the CWR Project could be operated to protect the quality of water in the Groundwater Basin and protect public health; and

WHEREAS, in October 1997, responding to the imminent need for additional wastewater disposal capacity, and in the absence of a commitment by LAVWMA to proceed with the expansion of LAVWMA’s disposal facilities under the LAVWMA JPA, the DSRSD Board authorized construction of the CWR Project; and

WHEREAS, in March 1998, Zone 7 published the results of its groundwater salt study which revealed that salt buildup in the Groundwater Basin constitutes a major problem for future use of groundwater; and

WHEREAS, Zone 7’s study concluded that groundwater replenishment with purified recycled water would, if implemented, eliminate or substantially reduce salt accumulation in the Groundwater Basin; and

Res. No. 45-02

WHEREAS, in July 1998, following a public hearing, DOHS approved the groundwater replenishment feature of the CWR Project pursuant to Water Code Section 13540 and regulations implementive thereof; and

WHEREAS, in September 1998, the Zone 7 Board of Directors voted to withdraw its support of groundwater injection and stated that they did so because there did not appear to be a sufficient level of support from the general public; and

WHEREAS, in the same month, in response to Zone 7's reversal of policy, DSRSD suspended construction of the injection wells of the CWR Project; and

WHEREAS, in October 1998, DSRSD completed construction of all CWR Project facilities except groundwater injection wells; and

WHEREAS, since that time there has been no further work on those injection wells, and no new injection wells have been started; and

WHEREAS, in March 1999, the DSRSD Board of Directors authorized a comprehensive testing program of the CWR Project purified recycled water; and

WHEREAS, in July 1999, DSRSD published the results of its comprehensive testing program of the CWR Project purified recycled water which demonstrated that such water met or exceeded every regulatory water quality requirement for groundwater replenishment; and

WHEREAS, in accordance with Resolution No. 43-00, adopted by the DSRSD Board on August 15, 2000, no water from the CWR Project has been injected into the Groundwater Basin; and

WHEREAS, in May 1999, DOHS approved use of the reverse osmosis microfiltration and ultraviolet light disinfection features of the CWR Project for the alternative use of CWR Project water for landscape irrigation; and

WHEREAS, in August 1999, DSRSD commenced delivering recycled water from the CWR Project for landscape irrigation within DSRSD's service area; and

Res. No. 45-02

WHEREAS, various public opinion surveys have been conducted by DSRSD and others regarding the public's acceptance of groundwater injection; and

WHEREAS, in March 2000, the Executive Officer of the RWQCB approved the Engineering Report for the CWR Project, which approval constituted the last step in the process established for authorizing groundwater injection pursuant to Order No. 93-159; and

WHEREAS, in March 2000, the City Council of Pleasanton voted to oppose groundwater replenishment in light of the results of an advisory ballot measure held in the City of Pleasanton; and

WHEREAS, the City of Pleasanton and Zone 7 challenged the approval of the Engineering Report for the CWR Project by the RWQCB's Executive Officer by filing unsuccessful administrative appeals as well as by filing lawsuits which were consolidated in Superior Court; and

WHEREAS, on April 29, 2002 Judge James Robertson of the San Francisco Superior Court ordered that the RWQCB Executive Officer's approval of the Engineering Report be remanded back to the RWQCB for consideration by the full Board of Directors of the RWQCB; and

WHEREAS, from its inception, the CWR Project was conceived by DSRSD as a means by which DSRSD could meet its wastewater disposal service obligations; and

WHEREAS, the CWR Project, particularly with respect to the groundwater replenishment feature, was not developed and constructed for the purpose of providing potable water or for the purpose of reducing salt accumulation in the Groundwater Basin; and

WHEREAS, LAVWMA has initiated and is nearing completion of facilities which will provide additional dry weather wastewater disposal capacity, and the availability of that capacity will mean that DSRSD will no longer need dry weather disposal capacity other than that available to it in the LAVWMA project; and

WHEREAS, DSRSD may need additional storage for wet weather flows in the future, which can be provided by means other than the injection of purified recycled water into the Groundwater Basin; and

Res. No. 45-02

WHEREAS, DSRSD is currently utilizing all of the CWR Project Facilities, except the Reverse Osmosis system, for the production and delivery of recycled water for landscape irrigation within the DSRSD service area; and

WHEREAS, DSRSD desires to use the Reverse Osmosis Units to purify water for other beneficial uses in the DSRSD service area or in the Tri-Valley area.

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

1. The Board hereby determines that the foregoing recitals are true, and hereby incorporates said recitals into this Resolution as findings of fact.
2. In view of the foregoing findings, the Board hereby rescinds Resolution No. 43-00, which was adopted by this Board on August 15, 2000 and replaces it in its entirety with this Resolution.
3. The Board hereby finds and determines that it is the policy of DSRSD that it will not inject water of wastewater origin produced by its Clean Water Revival Project into the Livermore Amador Valley Groundwater Basin.
4. The Board hereby finds and determines that it remains the policy of DSRSD to recycle as much water as feasible for landscaping and other purposes which require a similar quality of water.
5. The Board hereby further finds and determines, in furtherance of the above policies, that the purified recycled water produced by the reverse osmosis portion of this and similar projects will continue to be needed in the local region and that there are ways to effectively use this purified recycled water that do not involve injection.
6. The Board hereby further finds and determines, in furtherance of the above policies, that the primary purpose of the CWR Project for groundwater recharge was to provide DSRSD with supplemental wastewater discharge capacity by means of groundwater injection, and that said



purpose will now be accomplished by the LAVWMA expansion pipeline project that is currently nearing completion and that the District intends to take all measures required to ensure that the LAVWMA expansion pipeline is completed on schedule.

7. The Board hereby further finds and determines, in furtherance of the above policies, that it is in the best interests of all parties for DSRSD to work with Zone 7, the Tri-Valley area Cities, and other actual and potential water users in the Tri-Valley area to identify and implement acceptable ways to productively use the CWR Project's reverse osmosis facilities and the valuable high-quality water those facilities can produce. Examples of ways the facilities and water could be used include but are not necessarily limited to:
  - De-mineralization of the high-salt groundwater of the Livermore-Amador Valley Groundwater Basin;
  - Treatment of potable water to improve quality;
  - Salt reduction in support of existing and expanded landscape irrigation with recycled water;
  - Salt reduction in support of agricultural irrigation with recycled water; and
  - Manufacturing, cooling, decorative or other municipal, commercial or industrial uses.
8. The Board hereby authorizes and directs the General Manager to open discussions with the appropriate parties in an effort to implement the above-stated policies by means of agreements with Zone 7, the Tri-Valley area Cities, and other actual and potential water users in the Tri-Valley area to ensure that the above policies are implemented and remain permanently in place.
9. The Board hereby authorizes and directs the District Secretary to transmit certified copies of this resolution to the legislative bodies of Dublin, San Ramon, Livermore, Pleasanton, and Zone 7, as well as to the San Francisco Bay Regional Water Quality Control Board.

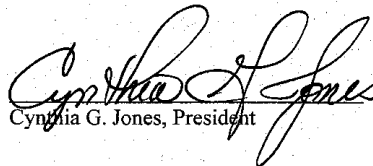
Res. No. 45-02

ADOPTED by the Board of Directors of the Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its special meeting held on the 17th day of October, 2002, and passed by the following vote:

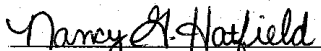
AYES: 5 - Directors G. T. (Tom) McCormick, Jeffrey G. Hansen,  
Daniel J. Scannell, Richard W. Rose, Cynthia G. Jones

NOES: 0

ABSENT: 0

  
Cynthia G. Jones, President

Attest:

  
Nancy G. Hatfield, Secretary

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RESOLUTION NO. 56-11

## RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING THE USE OF CLEAN WATER REVIVAL FACILITIES AND DEMINERALIZED RECYCLED WATER POLICY

WHEREAS, on October 17, 2002 the Board approved Resolution No. 45-02 establishing a policy for the use of purified recycled water and the facilities associated with the purified recycled water project; and

WHEREAS, in 2006, staff adopted the nine (9) actions authorized by Resolution No. 45-02, into the new District standard format for Board policies titled "Purified Recycled Water Use and Use of Facilities;" and

WHEREAS, only two (2) of the authorized actions remain to be completed; and

WHEREAS, Resolution No. 45-02 is in part a policy statement, in part a summary of the historic record, and in part direction to staff; and, therefore, shall remain in effect and not be rescinded; and

WHEREAS, the Board finds that a clearer and more direct policy statement about the use of demineralized recycled water as well as the use of all facilities (not just the demineralization facilities) is needed to guide the District in the future.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT, a public agency located in the counties of Alameda and Contra Costa, California, that the "Use of Clean Water Revival Facilities and Demineralized Recycled Water" policy, attached as Exhibit "A," be adopted.

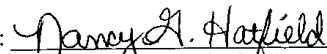
ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 4th day of October 2011, and passed by the following vote:

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

NOES: 0

ABSENT: 0

  
D. L. (Pat) Howard, President

ATTEST:   
Nancy G. Hatfield, District Secretary

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# POLICY

## Dublin San Ramon Services District

<b>Policy No.:</b>	P300-11-1	<b>Type of Policy:</b>	Operations
<b>Policy Title:</b>	Use of Clean Water Revival Facilities and Demineralized Recycled Water		
<b>Policy Description:</b>	Use of recycled water produced by District's reverse osmosis treatment facility		
<b>Approval Date:</b>	Oct 4, 2011	<b>Last Review Date:</b>	2011
<b>Approval Resolution No.:</b>	56-11	<b>Next Review Date:</b>	2015
<b>Rescinded Resolution No.:</b>	N/A	<b>Rescinded Resolution Date:</b>	N/A

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

1. Not to inject water of wastewater origin produced through the District reverse osmosis treatment process into the Livermore Amador Valley Groundwater Basin.
2. To work with Zone 7, the Tri-Valley water retailers, and other actual and potential water users in the Tri-Valley area to identify and implement acceptable ways to productively use the facilities constructed in the 1990's as part of the District's Clean Water Revival project and to use the valuable high quality water those facilities can produce. Examples of ways the facilities a water could be used include, but are not necessarily limited to:
  - Demineralization of the high-salt groundwater of the Livermore-Amador Valley Groundwater Basin;
  - Treatment of potable water to improve quality;
  - Salt reduction in support of existing and expanded landscape irrigation with recycled water;
  - Further demineralization of reject water from the Zone 7 well head demineralization program;
  - Salt reduction in support of agricultural irrigation with recycled water; and
  - Treatment of recycled water for irrigation purposes;
  - Conveyance of brine from groundwater demineralization facilities; and
  - Manufacturing, cooling, decorative or other municipal, commercial or industrial use;
3. Resolution No. 45-02 continues to provide the historical record and factual basis for this policy.



# POLICY

## Dublin San Ramon Services District

Policy No.:	<del>P300-11-1</del>	Type of Policy:	Operations
Policy Title:	Use of Clean Water Revival Facilities and Demineralized Recycled Water		
Policy Description:	Use of recycled water produced by District’s reverse osmosis treatment facility		
Approval Date:	<del>Oct 4, 2011</del>	Last Review Date:	<del>2011</del> <u>2016</u>
Approval Resolution No.:	<del>56-11</del>	Next Review Date:	<del>2015</del> <u>2020</u>
Rescinded Resolution No.:	<del>N/A</del> <u>56-11 and 45-02</u>	Rescinded Resolution Date:	N/A

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

- In partnership with Zone and the other Tri-Valley water retailers, to develop a potable reuse water supply project through the use of the District's existing and planned reverse osmosis facilities.~~Not to inject water of wastewater origin produced through the District reverse osmosis treatment process into the Livermore-Amador Valley Groundwater Basin.~~
- To commission those District Clean Water Revival facilities constructed in the 1990s that are still suitable and feasible for use to provide a potable reuse water supply for the purposes of a potable reuse water supply.
- 2.3. For those District Clean Water Revival Facilities built in the 1990s that are no longer suitable and/or feasible to support a potable reuse water supply, t~~To~~ work with Zone 7, the Tri-Valley water retailers, and other actual and potential water users in the Tri-Valley area to identify and implement acceptable ways to productively use the all facilities constructed in the 1990's as part of the District's Clean Water Revival project and the valuable high quality water those facilities can produce. Examples of ways the facilities and water could be used include, but are not necessarily limited to:
  - Demineralization of the high-salt groundwater of the Livermore-Amador Valley Groundwater Basin;
  - Treatment of potable water to improve quality;
  - Salt reduction in support of existing and expanded landscape irrigation with recycled water;

DSRSD Policy

Page 2 of 2

Policy No.:

Policy Title: Use of Clean Water Revival Facilities and Demineralized Recycled Water

- Further demineralization of reject water from the Zone 7 well head demineralization program;
- Salt reduction in support of agricultural irrigation with recycled water; ~~and~~
- Treatment of recycled water for irrigation purposes;
- Conveyance of brine from groundwater demineralization facilities; and
- Manufacturing, cooling, decorative or other municipal, commercial or industrial uses.

~~3.4. Resolution No. 45-02 continues to provide the historical record and factual basis for this policy.~~



Reference Engineering Services Manager	Type of Action Receive Report and Provide Direction	Board Meeting of April 5, 2016
Subject Receive Report and Provide Direction on Legislative Advocacy Program for Funding Bay Area Biosolids to Energy Coalition Project through Senate Bill 1213 (Wieckowski)		
<input 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 checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	D. McIntyre
		<input type="checkbox"/> Board Member

## Recommendation:

The Engineering Services Manager recommends the Board of Directors receive a verbal report on the status of potential state funding for one or more Bay Area Biosolids to Energy (BAB2E) projects and provide direction on state legislative advocacy activities.

## Summary:

The District is one of 19 agencies in the Bay Area Biosolids to Energy (BAB2E) Coalition. For the last eight years, the Coalition has been reviewing and developing technologically advanced concepts for treatment of biosolids. One of the key activities of the Coalition has been legislative advocacy in Sacramento. The Coalition has been successful in requesting Senator Wieckowski to sponsor a bill that could provide matching capital funding for Biosolids to Energy Projects, such as the District's anticipated Synagro/SCFI project.

Senate Bill 1213 (Wieckowski) received a hearing before the Senate Energy Committee yesterday and passed with an amendment unanimously out of committee. This is an exciting first step, representing the first time that a California State Legislative Committee has endorsed a Biosolids to Energy bill. Additional hearings before other legislative committees are anticipated to be scheduled in future months, and the Coalition is supporting this bill through the legislative process. A short memo from the Executive Director of BAB2E Coalition, Paul Kelley, is attached as further background.

The Coalition has requested that the District, as a Biosolids to Energy project proponent, participate in the process by advocating this bill (and other supportive actions) to the legislative representatives in District's service area, concurrently with BAB2E representatives. Staff is prepared to initiate meetings with our State legislative representatives. The support of one or two District Boardmembers at a meeting with state legislative representatives and BAB2E representatives would help bolster the effort to build support for Senate Bill 1213 and the Synagro/SCFI project funding. Staff is requesting the Board consider having one or two Boardmembers attend two future legislative advocacy meetings, either within local legislative district offices or in Sacramento.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR D. McIntyre	DEPARTMENT Eng Services	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. Memo from Paul Kelley dated 3/29/16 2. 3.				

**Dan McIntyre**

---

**From:** Paul Kelley <paul.kelley@bayareabiosolids.com>  
**Sent:** Tuesday, March 29, 2016 5:07 PM  
**To:** Dave@requa.org; Greg Baatrup; K Ving@swater.org; dggreenwood@cityoflivermore.net; garyd@deltadiablo.org; klim@ci.millbrae.ca.us; dmount@ci.millbrae.ca.us; Eshalaby@wcwd.org; Kcook@wcwd.org; Jason Dow; skrelisd@sbcglobal.net; psweetland@dalycity.org; Jeffrey@smcsd.net; dtafolla@vsfcd.com; therrera@svcw.org; dchild@svcw.org; davisson@isd.us.com; jo.zientek@sanjoseca.gov; michele.young@sanjoseca.gov; zkay@srcity.org; karin.north@CityofPaloAlto.org; angelal@deltadiablo.org; jaynes@deltadiablo.org; Sue Stephenson; michelle\_powell@unionsanitary.com; Steven Delight; don@edelsteingilbert.com; mike@edelsteingilbert.com; esap@ensresources.com; michael.mdbengineers@gmail.com; tbruen@tbsglaw.com; leeds court@comcast.net; kerrie.romanow@sanjoseca.gov; jason@edelsteingilbert.com; pmcgaw@archernorris.com; tsortor@fssd.com; robertagilletetepe@comcast.net; Stephanie.Molloy@sanjoseca.gov; Patrick.Carter@CityofPaloAlto.org; Armando Lopez; timg@unionsanitary.ca.gov; Dan McIntyre; Kevin Beneda; Manuel Molina; john.muhkar@cityofpaloalto.org; Ryan\_Smith@ci.richmond.ca.us; hfling@cityoflivermore.net; Levi Fuller; MFisher@swater.org; paul\_eldredge@unionsanitary.ca.gov; mikeb@deltadiablo.org; Rhodora Biagtan  
**Subject:** BAB2E SB 1213 Passes Senate Energy Committee!!!!

All,

Great news - the coalition sponsored bill SB 1213 (Sen. Wieckowski) went before the Senate Energy Committee today and passed with amendment unanimously out of committee. **(SEE PRESS RELEASE BELOW)**

This is historic - The first time a California State Legislative Committee has passed a Biosolids to Energy Bill - Setting the groundwork for the State of California to make a policy statement in support of finding the alternative biosolids management option of Biosolids to Energy as a positive option and one the state should help fund.

As you may recall - the coalition took a strategic step to help fund Coalition Biosolids to Energy technologies by sponsoring a biosolids to energy bill. Sen. Wieckowski became the author - and many of our Bay Area legislators are co-authors. SB 1213 called for \$12 Million for the Synagro/SCFI Coalition project this year, and then an ongoing \$20 Mil appropriations to the CA Energy Commission to administrator a Biosolids to Energy Grant Program. The intention is to use this bill to get our projects money in the Budget - much like our attempt last year - in the Cap and Trade Spending bill.

In the Committee hearing today - Sen. Wieckowski did a fabulous job advocating for the bill, the Coalition, and the project money. The Chair of the Committee led the discussion and concern about the direct appropriations of the \$12 Million and who should be eligible for GHG funds. Senator McGuire (Representing our member agencies Santa Rosa, Central Marin and Sausalito) - was well prepared and knowledgeable. He did a very good job helping the committee find a compromise with Sen. Wieckowski. The Committee wanted to remove the \$12 Mil - so Sen. Wieckowski said he would accept that as long as they moved the \$20 million to CEC program up to this fiscal year (FY16-17) - and kept small agencies eligible for funding.



The bill then passed unanimously by those present out of committee - THIS is a BIG Success. Getting a bi-partisan unanimous vote on a Biosolids to Energy policy bill is great. So the bill is the same as the previous draft with the \$20mil per year continuous appropriations to Ca Energy Commission starting in this year. When we get the amended bill - we will pass it along.

I want to acknowledge the great work by Don Gilbert, Mike Robson and Jason Ikerd of EGRS - they have been working very hard on this bill right up to the final minutes before the committee. Now they have more work to help the author get through the next committee.

Many thanks to Dan McIntyre - DSRSD who also testified with me before the committee. And Thanks to Jason Dow and Patrick Sweetland who were in attendance to represent the coalition and speak a few words on the record in support.

Mike Dillon the lobbyist for CASA also attended to voice the CASA support for the bill. And a representative for Orange County Sanitation District also spoke in support of the bill.

And many thanks to all you who sent in letters of support and made calls to your legislator.

**We still need your help and support - Even though we have a winning day in the committee today - it's not too late to send in your Agency letter of support. We will have a hearing before the Senate Environmental Quality (More on date and time to come). Senator Wieckowski is the chair of this committee. Also on the committee: Senator Leno and Hill who represent our Coalition members and would like to hear from their constituents.**

Below is the Press release by the Senator - so one more time a thank you to Paul Eldridge GM of Union San.!!

===== <<<<<<< Press release by Sen. Wieckowski >>>>>>> =====

## **Bill to fund conversion of biosolids to clean energy passes Senate committee**

**Bay Area Biosolids to Energy Coalition supports  
Wieckowski bill to help reduce landfill waste**

Sacramento – The California Senate Energy, Utility and Communications Committee today passed a bill by Senator Bob Wieckowski (D-Fremont) to create a competitive grant program to convert biosolids – the natural by-product of wastewater treatment – to clean energy. SB 1213 will help the state accomplish several of its environmental goals and is supported by the Bay Area Biosolids to Energy Coalition (BAB2E), a joint powers agency, consisting of 19 wastewater treatment agencies.

“This bill will help fund forward-thinking, environmentally beneficial alternatives to current biosolids management practices that meet three of California’s objectives: reduce greenhouse gas emissions, create renewable energy, and increase landfill capacity,” said Senator Wieckowski, chair of the Senate’s Environmental Quality Committee.

SB 1213 will continuously provide \$20 million from the state's Greenhouse Gas Reduction Fund to the California Energy Commission to administer the grant program, beginning in the 2016-2017 fiscal year. The grants will require a 50 percent local match.

In the Bay Area, biosolids product is projected to increase to 189,000 dry metric tons by 2030. To help handle the increase, BAB2E has a shovel ready biosolids-to-energy project in the Dublin San Ramon Services District, one of its member agencies. BAB2E members say the grant program can act as a catalyst for investment, lead to more advances in the conversion technology, and drive down costs for future projects throughout the state.

The 19 BAB2E agencies stretch from San Jose to Santa Rosa. The Union Sanitary District, based in Union City, voted to support the bill yesterday.

"In searching for a higher and better use of biosolids, USD and the BAB2E Coalition are seeking to stimulate the development of cutting edge technology to convert biosolids into a more usable commodity, including clean energy. SB 1213 substantially furthers this important objective in the Bay Area and the State," said USD General Manager Paul R. Eldredge in a letter to the committee.

Senator Wieckowski represents the 10<sup>th</sup> Senate District, which includes southern Alameda County and northeast Santa Clara County.

===== <<<<<<<<>>>>>>>>>> =====

If you have any questions send them along.

Paul

-----  
**Paul Kelley**

Executive Director  
Bay Area Biosolids to Energy Coalition(BAB2E)  
2500 Pittsburg-Antioch Hwy  
Antioch, CA. 94509

Off : 925-756-1974  
Cell: 707-953-5166  
paul.kelley@bayareabiosolids.com  
www.bayareabiosolids.com

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Reference Engineering Services Manager	Type of Action Receive Presentation/Refer to Committee	Board Meeting of April 5, 2016
Subject Referral of Status Update of the 2015 Urban Water Management Plan to the Water Resources Committee		
<input 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 checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	D. McIntyre
		<input type="checkbox"/> Board Member

## Recommendation:

The Engineering Services Manager recommends the Board of Directors receive a presentation and refer an update on the status of the 2015 Urban Water Management Plan to the Water Resources Committee and schedule a date for the Committee to meet.

## Summary:

Strategic Goal 2.01 is to “Increase Reliability of Water Supply by Diversifying the Water Supply Portfolio.” Moreover, Strategic Work Plan Task 2.01.04 is to “Complete the 2015 Urban Water Management Plan Update.” In support of the Strategic Goal, the Board adopted a Water Supply, Storage, Conveyance, Quality and Conservation policy last October. Staff are continuing to complete a 2015 Urban Water Management Plan. The Draft Urban Water Management Plan proposes taking a phased approach to developing implementation steps to address the policy objectives of the Water Supply, Storage, Conveyance, Quality and Conservation policy.

A public draft of the Urban Water Management Plan will be released in early May and the final version is anticipated to be brought to the Board for a public hearing later in the month. Final adoption will be in June. It should be noted that the District is required to submit the approved plan to the state by the end of June.

Staff recommends that the Board’s Water Resources Committee receive an update on the progress on the 2015 Urban Water Management Plan. This will provide the Committee with some contextual background before the plan is circulated for public comment and review prior to final Board consideration. One option would be to schedule a Water Resources Committee immediately prior to the April 19 Board meeting. If this date is not practical, staff requests an alternate meeting date in April.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR D. McIntyre	DEPARTMENT Eng Services	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 Counsel	Type of Action Appoint General Manager and Approve Agreement	Board Meeting of April 5, 2016
Subject Appoint Daniel B. McIntyre as General Manager and Adopt Personal Services Agreement		
<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	D. Coty	<input type="checkbox"/> Board Member

## Recommendation:

The District's General Counsel recommends the Board of Directors approve, by Resolution, to appoint Daniel B. McIntyre as General Manager and adopt a Personal Services Agreement between the District and Daniel B. McIntyre.

## Summary:

The District's long-time general manager retired from District service on November 2, 2015. An open recruitment and competitive selection process was conducted between December 2015 and March 2016 for the vacant General Manager position. Following a closed session meeting of the Board of Directors on March 25, 2016, the Board named Daniel B. McIntyre as their top selected candidate for the permanent position as General Manager, subject to negotiation and execution of a Personal Services Agreement (PSA).

In accordance with direction received from the Board, a Personal Services Agreement (PSA) has been negotiated for the general manager candidate (Daniel B. McIntyre) for the position of General Manager. Compensation is specified in Exhibit "1" of the PSA, benefits are specified in Exhibit "2" and, where applicable, special terms are specified in Exhibit "3." The PSA specifies a market-based salary as directed by the Board and a standard benefit package that is consistent with that provided to other District employees. The PSA is attached to its approving resolution.

Attachment 1 presents the estimated costs associated with the proposed PSA. The proposed starting salary for the General Manager is:

- General Manager Daniel B. McIntyre \$20,371 per month (\$244,452 annual)

In total, this contract will result in reduce costs by an estimated \$135,172 over what was budgeted for FY2016 and FY2017.

The PSA is being presented to the Board tonight for adoption. Before it does so, the Board encourages public comment on the PSA.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR Michelle Gallardo	DEPARTMENT Admin Services	REVIEWED BY Doug Coty
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 \$135,172 Savings over	<input checked="" type="checkbox"/> Funding Source A. Per budget allocation for GM position B.		Attachments to S&R 1. Financial Analysis of Personal Services Agreement 2. 3.			

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PERSONAL SERVICES BETWEEN DANIEL B. McINTYRE AND DUBLIN SAN RAMON SERVICES DISTRICT

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WHEREAS, Dublin San Ramon Services District (“District”) is a community services district established under the Community Services District Law (Gov. Code. § 61000 et seq.) governed by District’s Board of Directors (the “Board”); and

WHEREAS, pursuant to Government Code Section 61050 (a), the Board is required and empowered to appoint a General Manager for District; and

WHEREAS, the District Code exempts the General Manager from District’s classified service as identified in District Code Section 6.10.010; and

WHEREAS, through the approval and execution of the “Agreement for Personal Services between Daniel B. McIntyre and Dublin San Ramon Services District,” a copy of which is attached hereto, marked Exhibit “A,” and by this reference incorporated herein (“Agreement”), General Manager and District agree that General Manager is exempt from District’s classified service upon the Effective Date of the Agreement; and

WHEREAS, the Board desires to appoint and employ General Manager and General Manager desires to accept said appointment and employment subject to the terms and conditions of the Agreement; and

WHEREAS, General Manager seeks to resign from his prior position as the Engineering Services Manager (ESM) and the Board desires to accept said resignation and General Manager and the District agree that General Manager’s prior ESM Personal Services Agreement shall be mutually terminated upon the Effective Date of the Agreement, as set forth in the Agreement.

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

That certain Agreement titled, “Agreement for Personal Services between Daniel B. McIntyre 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 Board President and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said Agreement for and on behalf of District. The Board President, with

Res. No. \_\_\_\_\_

the concurrence of General Counsel, is authorized to make non-substantive, non-economic revisions to the Agreement before its execution for clarification purposes.

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 5th day of April 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
D.L. (Pat) Howard, President

Attest:

\_\_\_\_\_  
Nicole Genzale, District Secretary

## AGREEMENT FOR PERSONAL SERVICES

**DANIEL B. McINTYRE**

**THIS AGREEMENT FOR PERSONAL SERVICES (“Agreement”)**, is made and entered into this \_\_\_ day of April, 2016 (the “Effective Date”) by and between the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), and Daniel B. McIntyre (“General Manager”).

### W I T N E S S E T H:

**WHEREAS**, District is a community services district established under the Community Services District Law (Gov. Code § 61000 et seq.) governed by District’s Board of Directors (the “Board”); and

**WHEREAS**, pursuant to Government Code Section 61240 (a), the Board is required and empowered to appoint a General Manager for District; and

**WHEREAS**, the District Code exempts the General Manager from the District’s classified service as identified in District Code Section 6.10.010; and

**WHEREAS**, with the approval and execution of this Agreement, General Manager and District agree that General Manager is exempt from the District’s classified service upon the Effective Date of this Agreement; and

**WHEREAS**, the Board desires to appoint and employ General Manager and General Manager desires to accept said appointment and employment subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, the District and General Manager hereto agree as follows:

**1.     SERVICES**     From and after the Effective Date, General Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the office of General Manager as described in the specifications for said position as approved by the Board as of the Effective Date and as such specifications may, from time to time, be amended by the Board. General Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the Board and the District. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, community services districts. Notwithstanding any other provision, General Manager shall serve at the pleasure of the Board and may be discharged at any time with or without cause.

**2.     COMPENSATION**     The District shall provide compensation to General Manager in the form of Base Salary and Deferred Compensation as specified in “Exhibit 1” attached hereto and by this reference made a part hereof.

**3.     BENEFITS**     The District shall provide a benefits package to General Manager consisting of a retirement program, various types of insurance and various types of leave as specified in “Exhibit 2” attached hereto and by this reference made a part hereof.

**4.     SUPPLEMENTAL BENEFITS**     The District shall provide a supplemental benefits package to General Manager as specified in “Exhibit 3” attached hereto and by this reference made a part hereof.

## **5. AVAILABILITY AND COMMUNICATIONS**

**5.1 Continuous Availability** General Manager shall maintain a continuous presence or means of communication with District staff at all times, either in person or via telephone, cell phone, e-mail, and/or Virtual Private Network (“VPN”). Allowance during off duty hours shall be made for social events or personal enjoyment involving reasonable levels of alcohol consumption. At such times General Manager shall ensure that duties have been properly and appropriately delegated to qualified District staff. If District is unable to contact General Manager in a reasonable time for reasons beyond the General Manager’s control such as on-duty or off-duty air travel, General Manager’s presence in areas without cellular phone service, email access, international travel or other similar circumstances, General Manager’s inability to maintain continuous availability shall not be considered a breach of this Agreement or grounds for termination for cause.

## **6. TERMINATION**

**6.1 Service at Pleasure of the Board** It is understood and agreed that as of the Effective Date of this Agreement, General Manager shall, and does, hold position of employment as such at the will and pleasure of the Board. General Manager may be discharged at any time with or without cause. There is no express or implied promise made to the General Manager of continued District employment.

**6.2 Termination by District for Cause** Nothing herein provided shall be deemed to affect or limit the right of District to terminate General Manager’s employment for cause, or otherwise to exercise District’s rights, whether in law or in equity, by reason of breach hereof by General Manager or for any other cause. “Cause” as used herein shall include, but not necessarily be limited to: below standard performance; refusal or failure to act in accordance with a specific written directive or order of the Board provided that such directive or order is legal; violation of district policies and procedures, Political Reform Act, or conflict of interest statutes; malfeasance or misfeasance in office; conviction of any felony or any crime involving moral turpitude; any act of dishonesty or moral turpitude; unauthorized absence; incompetence or inefficiency; insubordination; performance of duties or obligations as General Manager under the influence of illegal drugs, narcotics, other substances, where the use, dispensing, or sale of which is prohibited or controlled by the State of California; neglect of duty; failure to maintain satisfactory working relationship with other employees or the public; improper use of District funds; other failure of good behavior either during or outside of employment such that employee’s conduct brings discredit to the District; or breach of this Agreement or any similar or like act or omission. Notwithstanding the use of the term “cause” herein, nothing herein contained shall be deemed to create or establish a property right or a right to continuing employment in the position of employment of General Manager or affect District’s right to terminate the employment of General Manager with or without cause.

In the event of termination for cause, District shall not be obligated to compensate General Manager in any amount except for services already rendered, including paid leave accrued in General Manager’s Employee Leave Bank, prior to the date of termination; provided that payment of such compensation shall not bar District’s recovery of such damages as may accrue to District under the circumstances, nor shall termination for cause preclude District from exercising any other right or remedy it may have, whether in law or equity, which may accrue to District under the circumstances giving rise to such termination, or otherwise.

Termination for cause shall also include an agreement by the District that the General Manager may resign in lieu of termination for cause.



### **6.3 Termination at Discretion of District**

**6.3.1 Process** At District's sole discretion, District may terminate this Agreement and General Manager's employment without cause and in accordance with this paragraph by giving written notice of its intent thereof to General Manager which notice shall specify the effective date on which General Manager shall no longer act in said capacity. Any notice provided in accordance with this section shall be deemed given on the date it is given by District. Upon notice, and unless otherwise agreed, District shall place General Manager in paid administrative leave status from the date of said notice to the effective date specified in that notice. Nothing herein provided in this paragraph or this Agreement constitutes an appeal procedure for the General Manager of termination in accordance with this provision.

**6.3.2 Severance** Upon the effective date of termination by District of General Manager's employment without cause, District shall compensate General Manager in a lump sum amount equal to six (6) month's base salary. General Manager's benefits shall continue after termination for the period of time for which premiums have been paid before the effective date of termination. In addition, District will pay the same amount as it was paying on behalf of the General Manager prior to termination towards the General Manager's first six (6) months of COBRA premiums for health, dental and vision insurance benefits as described in Exhibit 2 after District benefits lapse unless General Manager chooses to retire from District service within 120 calendar days of termination in which case these benefits, including COBRA premiums being paid by District, shall cease upon retirement or revert to benefits to be provided in retirement in accordance with "Exhibit 2."

This section is intended to comply with Section 53260 et seq. of the California Government Code. This severance payment shall be made within thirty (30) days of the effective date of the termination, and is subject to applicable withholding taxes.

**6.4 Termination by General Manager** At General Manager's sole discretion, General Manager may terminate this Agreement at any time upon a minimum of thirty (30) calendar days prior written notice to District in accordance with Section 10. Any notice provided in accordance with this section shall be deemed given on the date it is given by General Manager. Such termination shall be effective on the date specified in the notice unless the date is less than thirty (30) calendar days from receipt of the notice by the District in which case the date of termination shall be thirty (30) calendar days from receipt of notice by the District. In the event General Manager terminates the Agreement in accordance with this provision, General Manager shall not be entitled to severance or other benefits or COBRA payments beyond the date of termination, but the District shall pay General Manager for salary earned and accrued leave and accrued benefits through the effective date of termination. In the event during the period covered by the notice, the District terminates the Agreement in accordance with Section 6.3, severance shall be reduced to a lump sum amount equal to one-half of one month's base salary.

**6.5 Mutual Termination** This Agreement may be terminated at any time by mutual written consent of the Board and General Manager. In the event of mutual termination in accordance with this provision, General Manager shall not be entitled to severance or other benefits beyond the date of termination but the District shall pay General Manager for salary earned and accrued leave and accrued benefits through the effective date of termination.

**6.6 Termination is Final** This Agreement, the General Manager's employment and the District's obligations to compensate the General Manager excepting benefits which are specifically identified to continue into retirement shall cease on the effective date of General Manager's termination.

Pursuant to California Government Code Section 53260, in no event shall General Manager receive a settlement that exceeds an amount equal to his monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement or his monthly salary multiplied by eighteen (18), whichever is less.

Pursuant to California Government Code Section 53243.2, any lump sum severance payment or other non-contractual payments related to termination paid to General Manager under Section 6 of this Agreement shall be fully reimbursed by General Manager to the District if General Manager is convicted of a crime involving an abuse of his office or position. For purposes of this Agreement, the phrase "abuse of his office or position" shall have the meaning set forth in Government Code Section 53243.4. This Agreement shall be subject to the provisions of Government Code sections 53243-53243.4 which require reimbursement to the District under circumstances stated therein.

**7. STATUS** General Manager shall have the status of an employee of District, subject to all terms and conditions of employment pertaining to the job specifications and position under the ordinances, resolutions, rules, regulations, or other lawful directives or orders of District or the Board; provided, however, that in the event of any conflict between such ordinances, resolutions, rules, regulations, directives or orders, and the provisions of this Agreement, the provisions of this Agreement shall prevail. To the extent not modified or otherwise provided in this Agreement, the District and General Manager hereto agree that the provisions of said ordinances, resolutions, rules, regulations, or other lawful directives or orders pertaining to the relationship of employment between the District and its employees, shall also pertain to General Manager. Notwithstanding any other provision, General Manager shall serve at the pleasure of the Board and may be discharged at any time with or without cause.

**8. ANNUAL REVIEW** The Board and General Manager shall meet pursuant to the Board established process and schedule for performance assessments of the General Manager for each year of this Agreement. As a result of the annual review, the Board may, but shall not be obligated to, adjust General Manager's compensation and/or revise the terms of this Agreement, including benefits, as the Board shall determine. Failure of the Board to complete the evaluation process shall not preclude the Board from giving notice of termination in accordance with the Termination section of this Agreement.

**9. APPEALS** General Manager may appeal any action of the Board under Section 6.2 Termination for Cause to the District Board of Directors which may, in its discretion, refer, but is not obligated to refer, the matter for investigation to a Board Committee. Said appeal shall be in writing and shall be timely filed within ten (10) calendar days of the Board's action that is being appealed. An untimely filing shall be deemed denied with no further right of appeal. Any appeal meeting may be in closed session, unless the General Manager asks that it be in open session. Decisions by the Board of Directors shall be binding and final.

**10. NOTICES** All written notices required to be given hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class, with postage prepaid, or by overnight mail, with postage prepaid, addressed, in the case of Board of Directors, to:

Board President  
Dublin San Ramon Services District  
7051 Dublin Blvd.  
Dublin, CA 94568

and, in the case of General Manager to the most recent address on record in the District's records. Notices delivered personally shall be deemed received as of actual receipt; mailed notices shall be deemed received as of one business day following the date of mailing of the notice.

Any party may change his/its address for the purpose of this section by giving written notice of such change to the other party in the manner herein provided.

**11. ORIGINAL COUNTERPARTS** This Agreement shall be executed in duplicate original counterparts, each of which, when executed, shall be deemed an original agreement.

**12. PARAGRAPH HEADINGS** Paragraph headings and titles of attachments as used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraph headed thereby.

**13. TERM** The term of this Agreement shall be indefinite subject to the provisions of the Termination Section. However, absent an amendment of this Agreement, General Manager is not entitled to any salary increases beyond calendar year 2019.

**14. AMENDMENT** This Agreement may be amended only by a written document executed by each party hereto. Approximately three months prior to the annual anniversary of the Effective Date of this Agreement, either party may request an amendment to any part of this Agreement. The other party is under no obligation to accept such proposed amendment.

**15. RESIGNATION AS ENGINEERING SERVICES MANAGER** The parties mutually agree that General Manager resigns from his prior employment as the Engineering Services Manager ("ESM") and his prior ESM Personal Services Agreement shall be mutually terminated, as of the effective date of this Agreement. The District shall pay General Manager for salary earned and accrued benefits through the effective date of termination of the ESM Personal Services Agreement. No severance under the terms of the ESM Personal Services Agreement shall be provided to General Manager.

**16. ENTIRE AGREEMENT** This Agreement integrates, includes, and supersedes all prior agreements, understandings, whether written or oral, whether mutual or unilateral on the part of either party. This Agreement constitutes the only and entire agreement between District and General Manager. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. Neither party has relied upon any representation, express or implied, not contained in this Agreement.

**IN WITNESS WHEREOF**, the District and General Manager hereto have executed this Agreement as of the Effective Date.

DUBLIN SAN RAMON SERVICES DISTRICT,

A public agency of the State of California

By: \_\_\_\_\_

D.L. (Pat) Howard, President, Board of Directors

Attest: \_\_\_\_\_

Nicole Genzale, District Secretary

By: \_\_\_\_\_

Daniel B. McIntyre, "General Manager"

**EXHIBIT 1**  
**COMPENSATION**

**1. BASE SALARY**

**1.1 Initial Base Salary** Commencing on the Effective Date of this Agreement District shall compensate General Manager a base salary of \$ 20,371 per month (\$244,452 annually), payable in bi-weekly installments in accordance with District's standard payroll procedures.

**1.2. Annual Cost of Living Base Salary Adjustments** Subject to satisfactory performance as determined by the Board, Manager's base salary shall be adjusted (before any such merit increase has been applied) effective on the first day of the first pay period of Calendar Years 2017, 2018, and 2019 by the percent change in the CPI Index (Consumer Price Index – All Urban Wage Earners, Not Seasonally Adjusted, San Francisco-Oakland-San Jose, CA, All Items 1982-84=100, series ID CWURA422SAO) for the twelve (12) month period ending October with a zero percent floor.

**1.3 Annual Merit Increase Adjustment** Subject to satisfactory performance as General Manager and accomplishment of goals as assigned by the Board, at the discretion of the Board and upon Board approval, General Manager shall be eligible to receive a merit increase in base salary (before CPI Index has been applied), ranging from 3.14% to 3.62%, effective on the first day of the first pay period of Calendar years 2017, 2018, and 2019. The Board, within its discretion, may still determine no merit increase is warranted.

**2. DEFERRED COMPENSATION**

**2.1. Plan Existence and Participation** The District and General Manager acknowledge that as of the Effective Date of this Agreement the District provides a Deferred Compensation Plan pursuant to an agreement or agreements with financial institution(s) qualified to provide such plans under the statutes of the United States Internal Revenue Code. Subject to the terms and conditions of such agreement(s) and the Deferred Compensation Plan collectively thereby established, the District and General Manager acknowledge that General Manager shall be eligible to participate in said Plan as General Manager shall determine. Nothing herein contained shall be deemed to limit the Board's discretion to revise, amend, or terminate said Plan, nor shall District be deemed obligated to replace said Plan in the event of its termination.

**2.2. District Matching Contribution** Manager may participate in the District-sponsored deferred compensation (457) plan on a voluntary basis in accordance with the IRC maximum contribution limitations. General Manager is not entitled to, nor shall he receive any matching contributions from the District.

## EXHIBIT 2

### RETIREMENT, INSURANCE AND LEAVE BENEFITS

#### 1. RETIREMENT

**1.1 Program** District shall furnish General Manager with retirement benefits through the California Public Employees Retirement System ("PERS") under contract with PERS entered into pursuant to Government Code Sections 20450 et seq. General Manager has been identified as a "classic" member. District shall provide a retirement plan with the following benefits: 2.7% at 55 benefit formula with modified social security coverage, 12 month final average compensation period, sick leave credit, standard non-industrial disability coverage, Optional Settlement 2W pre-retirement death benefits, \$500 lump sum post-retirement death benefits, and 2% COLA option.

**1.2 General Manager's Share** General Manager shall pay the seven (7.0) percent employee share plus the one (1.0) percent statutory employee contribution for the enhanced retirement formula plus an additional two (2.0) percent (total of 10.0%) from the Effective Date through the first pay period ending in 2025. After that date, General Manager shall no longer pay the additional two (2.0) percent which percent shall be paid by the District. General Manager and District acknowledge that substantially similar provisions are included in memoranda of understanding and contracts with all other District employees. If the District modifies, either through agreement or imposition, those provisions for any employee or employee group, General Manager and District agree to similarly amend this Agreement.

**1.3 Program Revisions** In the event that the retirement program described in Section 1.1 of this Exhibit 2 is (a) modified or terminated by the District or (b) modified, terminated or no longer offered by the State, General Manager and District shall negotiate in good faith an amendment to this Agreement.

**1.4 IRS 414(h)(2) Program** The District shall maintain an IRS 414(h)(2) Plan during the term of this Agreement.

#### 2. INSURANCE

##### 2.1 Health Care Insurance

**2.1.1 Availability** The District is committed to provide health care (medical) insurance to General Manager. The District currently obtains its health insurance through CalPERS and shall endeavor to continue that coverage through 2017. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. In that event, the District and General Manager will negotiate in good faith an amendment to these health care insurance provisions in a manner that is essentially equivalent to the arrangement identified therein for CalPERS coverage. The District shall endeavor to provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans. The lowest cost HMO and lowest cost PPO shall be the "Base Plans." In the event that this level of coverage does not remain reasonably available through 2017, the District and General Manager shall negotiate in good faith an amendment to these health care insurance provisions.

**2.1.2 Premiums** District shall pay General Manager's Health Care Premiums up to a maximum amount not to exceed the District "Maximum Contribution" for each level (employee only, employee plus one dependent, and employee plus two or more dependents) .

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the General Manager's situation. General Manager shall pay the balance of the cost incurred in excess of the Health Care Premium Maximum Contribution, including any administrative fees or service charges, if applicable.

The District Maximum Contribution health care baselines are as follows:

Employee	\$473
Employee + one	\$946
Employee+2 (Family)	\$1,230

Each year, upon notification of new premiums by the District's health care provider, the District will identify the lowest cost HMO and PPO plans that are offered under the Bay Area Region plan or a successor provider and are available in Alameda County. The higher cost plan of the two (Base Plan) will form the basis for the calculation to determine the new District Health Care Premium Maximum Contribution for that plan year.

January 1st of each calendar year through the last month of 2017, General Manager will share in the cost of future health care premium increases above the baseline as described in the example below. Cost increases will be shared 60% by the District and 40% by General Manager, with General Manager's maximum share of the cost of the Base Plan limited to a 20% share. Each year's Base Plan premium will be compared to the baselines established above. The new Maximum Contribution will be calculated by adding 60% of the increase to the baseline to establish the Maximum Contribution for that year. If at any time the calculated Maximum Contribution is less than 80% of the Base Plan cost, the Maximum Contribution will be 80% of the Base Plan for that year. This example is illustrated below in table form:

Example EE+1	Premium	Increase from Base	DSRSD Share of Increase	General Manager Share of Increase	District Maximum Contribution	District % of Premium
Base amount	\$946					
2015	\$1,381	\$435	\$261	\$174	\$1,207	87%
2016	\$1,460	\$514	\$308	\$206	\$1,254	86%
2017	To be determined per this Section 2.1.2 for CY 2017 after PERS establishes premiums					

General Manager will pay those amounts in excess of the District Health Care Premium Maximum Contribution, and the premium of the plan which the General Manager selects. The District's Base Plan premium will always be greater than or equal to the baseline. General Manager may select other health plans as they are made available and pay the additional amount between the Base Plan contribution and the premium for the selected alternative plan.

Base plan amounts will be rounded to the nearest dollar.

### **2.1.3 Employer Contribution for Post-Employment Health Benefits in Retirement**

District shall contract with CalPERS to provide General Manager with post-employment health benefits in retirement. The benefit that shall be provided is the CalPERS Vesting Program for Retiree Health Care (CA Government Code Section 22893). In addition to other requirements of that Vesting

Program, General Manager acknowledges his understanding that, in addition to other requirements for General Manager's qualification as determined by CalPERS, General Manager must retire from the District and must have at least five (5) years of service with the District.

**2.1.4 Changes to the Law** In the event Federal or State legislation that provides health care coverage for General Manager is enacted into law prior to 2017, and such legislation has an adverse impact on either party, the District and General Manager shall negotiate in good faith an amendment to Agreement related to the impact of such legislation on the Agreement.

**2.1.5 Waiver of Coverage** Consistent with the District's Share the Savings Program, and subject to any limitations of the law, General Manager may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical coverage through the District and receive in cash via the payroll system the amount listed in the table below for the coverage General Manager is eligible to receive from the District and in accordance with the Public Employees' Medical and Hospice Care Act Program. Said election must be made for the General Manager as well as for General Manager's dependents.

Monthly Amount	Calendar Year 2016 and subsequent years
Employee	\$144.15
Employee + 1	\$288.29
Employee +2	\$375.00

**2.2 Dental** The District shall provide dental care benefits covering General Manager, spouse, and eligible dependents. Dental care will not be provided to General Manager after retirement from the District.

**2.3 Vision** The District shall provide General Manager with vision care benefits covering General Manager, spouse, and eligible dependents. Vision care will not be provided to General Manager after retirement from the District.

## **2.4 Basic Term Life Insurance**

**2.4.1 Amount** The District shall provide General Manager with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times General Manager's annual salary, rounded up to the nearest \$1,000 to a maximum of \$400,000. The imputed cost of coverage in excess of \$50,000 will be included in Employee's income, using the IRS Premium Table, and are subject to applicable Federal and State taxes.

**2.4.2 Additional Coverage** In addition to the life insurance provided at District expense, the District shall make arrangements for General Manager to purchase additional life insurance for himself or his spouse or dependents at General Manager's cost.

**2.4.3 Life Insurance During Retirement** Life Insurance will not be provided to General Manager in retirement.

**2.5 Short Term Disability** The District shall provide General Manager with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular



weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Short Term Disability Insurance benefits cease the day the termination of General Manager occurs.

**2.6 Long Term Disability** The District shall provide General Manager with Long -Term Disability Insurance. Long Term Disability Insurance shall provide 70% of regular monthly base salary (i.e., excluding any other compensation, including deferred compensation and matching contributions), to a maximum of \$10,000 monthly benefit, after 365 calendar days of short term disability coverage. Long Term Disability Insurance benefits cease the day the termination of employment occurs.

**2.7 Changes to Providers of Employee Benefit Plans** The District intends to periodically evaluate the Health and Welfare plans currently available to employees to determine if similar or better coverage may be available at lower cost to the District. The District may substitute new insurance carriers or arrange for self-insurance provided that the overall coverage is similar or better as specified in this Agreement.

### **3. FLEXIBLE BENEFITS/IRS SECTION 125 PLAN**

District shall provide a Flexible Benefits Plan in accordance with IRS Section 125. The District shall allow employee contributions by the General Manager to the maximum extent permitted by law as well as allowable pre-tax deductions for employee-paid premiums associated with eligible health care costs.

### **4. LEAVE BENEFITS**

#### **4.1 Employee Leave Bank**

**4.1.1 Employee Leave Bank Accrual Rate** General Manager shall accrue time in the Employee Leave Bank at the rate of 11.08 hours each biweekly pay period (36 days per year based on eight hour work days) which rate of accrual shall increase one (1) day per year on the anniversary of the Effective Date up to a maximum accrual rate of 12.31 hours each biweekly pay period (40 days per year based on eight hour work days). The General Manager shall carry forward under this Agreement all accrued Employee Leave Bank leave that was accrued prior to the Effective Date.

**4.1.2 Maximum Leave Bank Accrual** The maximum amount of leave in the Employee Leave Bank shall be no greater than an amount representing two years of leave accrual at any given time.

**4.1.3 Employee Leave Bank Sell Back** General Manager shall have an option to annually sell back up to 80 hours of leave from General Manager's Employee Leave Bank; said option shall be exercised no more than one time in a calendar year provided that there are at least eighty (80) hours remaining after such sell back.

**4.1.4 Use of Employee Leave Bank** All Employee Leave Bank Leave shall be scheduled such that General Manager shall not be absent from more than two consecutive regular meetings of the Board.

**4.2 Holidays** General Manager shall be entitled to eight days' holiday leave (based on eight hour work days) in accordance with District's personnel rules and regulations pertaining to holidays, as may be amended from time to time.

### **4.3 Sick Leave**

**4.3.1 Benefits** General Manager shall carry forward under this Agreement all accrued sick leave that was accrued prior to the Effective Date. General Manager shall accrue sick leave at the rate of eight (8) hours per month credited in hours per pay period. Sick leave usage shall not be considered as a privilege which General Manager may use at his discretion, but shall be allowed only in case of necessity of actual sickness or disability in accordance with state law and the District Personnel Rules, or for General Manager's dental, eye, or other physical or medical examination or treatment by a licensed practitioner.

**4.3.2 Use of Sick Leave** General Manager may use sick leave on an hour for hour basis (or fraction thereof) in any pay period that he has not worked his scheduled hours. Sick leave may not be used before it is credited.

**4.3.3 Health Care Provider's Certificate** When the General Manager is absent due to his own illness or health condition for more than five (5) consecutive workdays, General Manager shall file with the Board a certification from a health care provider stating that the General Manager is unable to work due to illness or health condition and the anticipated date of General Manager's return to work.

**4.3.4 Illness of Family Member** General Manager shall be entitled to use sick leave consistent with the Paid Sick Leave law, Labor Code sections 245-249, and Kin Care law, Labor Code section 233.

**4.3.5 Family and Medical Care Leave** Family and Medical Care leave shall be administered in accordance with State and Federal Law.

**4.4 Jury Duty Leave** If General Manager is summoned to jury duty, General Manager shall notify the Board and Human Resources and if required to report and/or serve, may be absent from duty with full pay only for those hours required to report and/or serve.

**4.5 Bereavement Leave** In the event of a death in the immediate family of General Manager, General Manager shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled workdays. The immediate family shall be restricted to father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the Board, General Manager shall furnish a death certificate and proof of relationship. Sick leave shall not be used in lieu of Bereavement Leave.

## **EXHIBIT 3**

### **SUPPLEMENTAL BENEFITS**

1.     **VEHICLE**     Unless otherwise provided in this paragraph, General Manager shall comply with the provisions of the District's Personnel Rule and Policies for Travel/Training. General Manager may, within his discretion, choose to supply his own privately-owned vehicle for use in his employment at the District, or to utilize an available District-owned pool vehicle on a limited "as needed" basis within the course and scope of his employment. Upon General Manager's timely submission of an expense report each month, the District will reimburse General Manager based upon the IRS standard mileage rates for use of his privately-owned vehicle within the course and scope of his employment. However, when the General Manager uses his own privately-owned vehicle in lieu of air transportation, the District will pay either the avoided costs of air travel or the standard IRS mileage reimbursement, whichever is less. General Manager shall maintain liability insurance on his vehicle in the amounts required by law and produce proof of same at the request of the District. Unless otherwise provided for in this paragraph, all insurance, maintenance, repairs, gas and other vehicle expenses shall be at General Manager's sole expense. General Manager is required to maintain a valid California Driver's License.
2.     **NOTEBOOK OR TABLET COMPUTER**     The District shall provide General Manager with use of a Notebook or Tablet computer (such as a Surface Pro or equivalent) for District business-use only. The Notebook so provided is the property of the District and the District shall have the right to control the access to, and use of, Notebook through its personnel policies, risk management policies or any other policies, and shall also provide Information Technology support as needed to facilitate performance of General Manager's duties and obligations as an employee of the District.
3.     **SCHEDULE**     Alternative work day schedules (e.g., a 9/80 alternative work schedule) are not available to General Manager, and General Manager shall not work an alternative work schedule.

## FINANCIAL ANALYSIS OF PROPOSED GENERAL MANAGER PERSONAL SERVICES AGREEMENT

	FY2016	FY2017	FY2018	FY2019
<b><u>PROPOSED</u></b>				
Annual Salary (w Estimated CPI & Merit Adj included)	\$ 61,113*	\$ 251,932	\$ 267,350	\$ 283,712
Max. Deferred Comp. Match	\$ 0	\$ 0	\$ 0	\$ 0
<b>Cash Remuneration</b>	\$ 61,113	\$ 251,932	\$ 267,350	\$ 283,712
Estimated Benefit Costs	\$ 21,390	\$ 90,696	\$ 96,246	\$ 102,136
<b>Total Cost</b>	<b>\$ 82,503</b>	<b>\$ 342,628</b>	<b>\$ 363,597</b>	<b>\$ 385,849</b>
GM Salary & Benefits Paid in FY16 (7/1 - 3/31)	\$ 251,730			
<b>Total Cost</b>	<b>\$ 251,730</b>			
<b>PROPOSED Total Cost</b>	<b>\$ 334,233</b>	<b>\$ 342,628</b>		
<b><u>BASELINE</u></b>				
Annual Salary	\$ 294,108	\$ 301,461		
Max. Deferred Comp. Match	\$ 2,500	\$ 2,500	-	-
<b>Cash Remuneration</b>	\$ 296,608	\$ 303,961	-	-
Estimated Benefit Costs	\$ 102,938	\$ 108,526	-	-
<b>BASELINE Total Cost</b>	<b>\$ 399,546</b>	<b>\$ 412,487</b>		
<b>Annual Difference from Budgeted</b>	<b>\$ (65,313)</b>	<b>\$ (69,859)</b>		
<b>Difference from Budgeted (for remaining FY2016 and FY2017)</b>		<b>\$ (135,172)</b>		
<b>Total Cost Difference (budget savings) through FYE2017</b>		<b>\$ (135,172)</b>		
<b><u>Notes:</u></b> * Proposed base salary of \$20,371 per month, for April through June 2016 Assumed 2.5% CPI Assumed 3.62% Merit Adjustment In 2016 Benefit costs are 35% of salary; in 2017 anticipated benefit costs will be 36% of salary. "Baseline" means a projected continuation of the prior general manager contract and structure used for budgeting purposes				

H:\Board\2016\04-05-16\GM Appointment and PSA\Attachment 1 to SR - GM Appt and PSA.docx



Reference General Counsel	Type of Action Adopt Amendment	Board Meeting of April 5, 2016
Subject Adopt Amendment No. 2 for Personal Services Agreement between the District and John J. Archer to End Interim General Manager Appointment and Resume Appointment as Administrative Services Manager		
<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	D. Coty
		<input type="checkbox"/> Board Member

## Recommendation:

The District's General Counsel recommends the Board of Directors approve, by Resolution, Amendment No. 2 to the Personal Services Agreement (PSA) between the District and John J. Archer to end the Interim General Manager appointment and to resume appointment as Administrative Services Manager.

## Summary:

On September 29, 2015, at a special meeting, the Board named John Archer as the Interim General Manager, to become effective after the retirement of the General Manager on November 2, 2015. Mr. Archer began his appointment on November 3, 2015. An open recruitment and competitive selection process was conducted between December 2015 and March 2016 for the vacant General Manager position. Following a closed session meeting of the Board of Directors on March 25, 2016, the Board named Daniel B. McIntyre as their top selected candidate for the appointment of General Manager, subject to negotiation and execution of a PSA.

Subject to the Board's appointment of Mr. McIntyre to the position of General Manager and adoption of a new PSA this evening, Mr. Archer's appointment as Interim General Manager will end effective April 5, 2016, and he will resume his appointment as Administrative Services Manager effective April 6, 2016. In accordance with Mr. Archer's PSA, he will return to his adjusted base salary of \$17,283 per month effective April 6, 2016.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE	RECOMMENDATION ---	Yes	ORIGINATOR Michelle Gallardo	DEPARTMENT Admin Services	REVIEWED BY Doug Coty
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input checked="" type="checkbox"/> Funding Source A. Per budget allocation for ASM position 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. 2 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN JOHN J. ARCHER AND THE DUBLIN SAN RAMON SERVICES DISTRICT

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WHEREAS, District is a community services district established under the Community Services District Law (Govt. Code. § 61000 et seq.) governed by District's Board of Directors (the "Board"); and

WHEREAS, pursuant to Government Code Section 61050 (a) the Board is required and empowered to appoint a General Manager for District; and

WHEREAS, the District Code exempts persons engaged under contract to supply expert, professional, technical or other services from the District's classified service as that service is defined in District Code Section 6.10.010; and

WHEREAS, following the General Manager Bert Michalczyk's announcement of his retirement, the Board appointed Mr. John J. Archer ("Manager") to the job classification of Interim General Manager, effective November 3, 2015; and

WHEREAS, the District and Manager have in place a Personal Services Agreement ("Agreement") dated January 20, 2015 related to Manager's position of Administrative Services Manager; and

WHEREAS, pursuant to Resolution No. 83-15, adopted November 3, 2015, this Board approved and authorized execution of Amendment No. 1 to the Agreement, which was executed on November 3, 2015, whereby Manager agreed to serve additionally as the Interim General Manager until further notice from the Board; and

WHEREAS, the Board desires to terminate Manager's temporary appointment as Interim General Manager effective April 5, 2016 at the close of business, without cause and in light of intended appointment of a permanent General Manager effective April 6, 2016;

WHEREAS, the Board desires to continue Manager's employment as the Administrative Services Manager, subject to the terms and conditions of the Agreement and Amendment No. 2; and

WHEREAS, through the approval and execution of Amendment No. 2, Manager and District will thereby agree that Manager continues to be a person engaged under contract to

Res. No. \_\_\_\_\_

supply expert, professional or other services and as such is and shall henceforth continue to be exempt from the District's classified service upon and after the approval of Amendment No. 2 and remain so during the term of Amendment No. 2.

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 Amendment No. 2 titled, "AMENDMENT NO. 2 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 Board President and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said Amendment No. 2 for and on behalf of the District. The Board President, with the concurrence of General Counsel, is authorized to make non-substantive, non-economic revisions to Amendment No. 2 before its execution for clarification purposes.

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 5th day of April 2016, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
D.L. (Pat) Howard, President

Attest:

\_\_\_\_\_  
Nicole Genzale, District Secretary

**AMENDMENT NO. 2 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 \_\_\_\_ day of April, 2016 (“Effective Date”).

**WITNESSETH:**

A. **WHEREAS**, the parties heretofore entered into an Agreement for Personal Services dated January 20, 2015 (“the Agreement”) under which Manager has provided services for District;

B. **WHEREAS**, on November 3, 2015, the parties heretofore entered into Amendment No. 1 to the Agreement under which Manager agreed to continue providing services as Manager, in addition to serving as the District’s Interim General Manager, subject to the terms and conditions of Amendment No. 1, while the District conducted an open search for a regular General Manager;

C. **WHEREAS**, the District has conducted an open search for a regular General Manager and the Board of Directors of the District (the “Board”) intends to appoint a regular General Manager at its April 5, 2016 Board meeting;

D. **WHEREAS**, the Board desires to terminate Manager’s temporary appointment as the Interim General Manager and to continue Manager’s employment as the Administrative



Services Manager, subject to the terms and conditions of the Agreement and this Amendment No. 2; and

E. **WHEREAS**, Manager understands and agrees that his interim appointment to the General Manager job classification pursuant to Amendment No. 1 ceases, and he shall cease performance of the duties and obligations of the General Manager classification on an interim basis, upon the effective date of this Amendment No. 2, and no rights and benefits that applied solely to his employment as the Interim General Manager shall continue after the effective date of this Amendment No. 2;

**NOW, THEREFORE**, the parties hereto agree as follows:

**Article 1:** AMENDMENT NO. 2 TO THE AGREEMENT FOR PERSONAL SERVICES  
BETWEEN JOHN J. ARCHER AND THE DUBLIN SAN RAMON SERVICES DISTRICT,  
the Agreement is hereby revised as follows:

Article 1 under Article 1 of the Amendment No. 1 is superseded and replaced by the following:

**1. SERVICES**

From and after the Effective Date, Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the Administrative Services Manager job classification as that job classification exists as of the Effective Date and as it may, from time to time, be amended by the District. Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the General Manager, the District, and the Board. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, community services districts.

In addition, Manager shall cease performance of the duties and obligations of the General Manager job classification.

Article 5.1 under Article 1 of Amendment No. 1 is superseded and replaced by the following:

**5.1 Service at Pleasure of the General Manager** It is understood and agreed that as of the Effective Date Manager shall, and does, hold position of employment as such at the will and pleasure of the General Manager and shall not have nor acquire a property interest or right to continuing employment, except as described below. Manager further agrees that Manager's employment as a person engaged under contract to supply expert, professional, technical or other services exempts Manager from the District's classified service as that service is defined in District Code Section 6.10.010.

Article 5.2 under Article 1 of Amendment No. 1 is superseded and replaced by the following:

**5.2 Termination by District for Cause** Nothing herein provided shall be deemed to affect or limit the right of District to terminate Manager's employment for cause, or otherwise to exercise District's rights, whether in law or in equity, by reason of breach hereof by Manager or for any other cause. "Cause" as used herein shall include, but not necessarily be limited to: below standard performance; refusal or failure to act in accordance with a specific written directive or order of the General Manager provided that such directive or order is legal; malfeasance or misfeasance in office; conviction of any felony or any crime involving moral turpitude; unauthorized absence; incompetence or inefficiency; insubordination; performance of duties or obligations as Manager while intoxicated or under the influence of drugs, narcotics, other substances, the use, dispensing, or sale of which is prohibited or controlled by the State of California; neglect of duty; breach of this Agreement or any similar or like act or omission. Notwithstanding the use of the term "cause" herein, nothing herein contained shall be deemed to create or establish a property right or a right to continuing employment in the position of employment of Manager or affect District's right to terminate the employment of Manager with or without cause.

In the event of termination for cause, District shall not be obligated to compensate Manager in any amount except for services already rendered, including paid leave accrued in Manager's Employee Leave Bank, prior to the date of termination; provided that payment of such compensation shall not bar District's recovery of such damages as may accrue to District under the circumstances, nor shall termination for cause preclude District from exercising any other right or remedy it may have, whether in law or equity, which may accrue to District under the circumstances giving rise to such termination, or otherwise.

Article 5.5 under Article 1 of Amendment No. 1 is superseded and replaced by the following:

**5.5 Mutual Termination** This Agreement may be terminated at any time by mutual written consent of the District's General Manager and Manager. In the event of mutual termination in accordance with this provision, Manager shall not be entitled to severance or other benefits beyond the date of termination but the District shall pay Manager for salary earned and accrued leave and accrued benefits through the effective date of termination.

Article 6 under Article 1 of Amendment No. 1 is superseded and replaced by the following:

**6. STATUS** Manager shall have the status of an employee of District, subject to all terms and conditions of employment pertaining to the job classification and position (identified in the Agreement and this Amendment No. 2) under the ordinances, resolutions, rules, regulations, or other lawful directives or orders of District or the Board; provided, however, that in the event of any conflict between such ordinances, resolutions, rules, regulations, directives or orders, and the provisions of this Agreement, the provisions of this Agreement shall prevail. To the extent not modified or otherwise provided in this Agreement, the District and Manager hereto agree that the provisions of said ordinances, resolutions, rules, regulations, or other lawful directives or orders pertaining to the relationship of employment between the District and its employees, shall also pertain to Manager.

Article 7 under Article 1 of Amendment No. 1 is superseded and replaced by the following:

**7. APPEALS** Manager may appeal any action of the General Manager under Section 5.2 Termination for Cause to the District Board of Directors which may refer, but is not obligated to refer, the matter for investigation to a Board Committee. Said appeal shall be in writing and shall be timely filed within ten (10) calendar days of the General Manager's action that is being appealed. An untimely filing shall be deemed denied with no further right of appeal. Decisions by the Board of Directors shall be binding and final.

Article 8 under Article 1 of Amendment No. 1 is superseded and replaced by the following:

**8. NOTICES** All written notices required to be given hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid, addressed, in the case of General Manager, to:

General Manager  
Dublin San Ramon Services District  
7051 Dublin Blvd.  
Dublin, CA 94568

and, in the case of Manager to the most recent address on record in the District's records.

Exhibit A – Article 1 of Amendment No. 1 is superseded and replaced by the following:

**1. BASE SALARY**

**1.1 Initial Base Salary** As of April 6, 2016, the District shall compensate Manager a base salary of \$16,904 per month, and as adjusted by the percent change in the CPI Index (Consumer Price Index – All Urban Wage Earners, Not Seasonally Adjusted, San Francisco-Oakland-San Jose, CA, All Items 1982-84=100, series ID CWURA422SAO) for the twelve (12) month period ending October with a zero percent floor, in accordance with Exhibit A – Article 1.3 of the Agreement. With the addition of the CPI index increase of 2.24%, Manager’s base salary will increase to \$17,283 per month effective April 6, 2016.

**1.2 Annual Cost of Living Base Salary Adjustments** Subject to satisfactory performance as determined by General Manager, Manager’s base salary, after any adjustment in accordance with Article 1.2, shall be further adjusted effective on the first day of the first pay period of Calendar Year 2017 by the percent change in the CPI Index (Consumer Price Index – All Urban Wage Earners, Not Seasonally Adjusted, San Francisco-Oakland-San Jose, CA, All Items 1982-84=100, series ID CWURA422SAO) for the twelve (12) month period ending October with a zero percent floor.

**Article 2:** Manager agrees that he continues to serve as an at-will employee and serves at the pleasure of the District.

**Article 3:** Upon execution by both the Manager and the Board, this Amendment shall become effective April 6, 2016, at the start of business, with Manager ceasing to perform duties as the Interim General Manager and resuming his regular employment as the Administrative Services

Manager on April 6, 2016. The Board in having given notice to Manager that it is terminating his temporary appointment as Interim General Manager upon the selection of a regular General Manager, Manager further understands and agrees that he is not entitled, and shall not receive, to any severance pay under Article 5.3.2 of the Agreement upon the Board's termination of his temporary appointment as the Interim General Manager.

**Article 4:** Unless otherwise specified herein, in all other respects the Agreement shall remain in full force and effect.

**WITNESS WHEREOF**, the District and Manager hereto have executed this Amendment No. 2 as of the day and year set forth hereinabove.

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

By: \_\_\_\_\_  
D.L. (Pat) Howard, President, Board of Directors

Attest: \_\_\_\_\_  
Nicole Genzale, District Secretary

By: \_\_\_\_\_  
John J. Archer, Manager