

AGREEMENT FOR PERSONAL SERVICES

BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT

AND SHU-JAN (JAN) R. LEE

THIS AGREEMENT FOR PERSONAL SERVICES (“Agreement”), is made and entered into this 23rd day of December 2023 (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 Jan R. Lee (“General Manager”).

WITNESSETH:

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

WHEREAS, pursuant to California 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 of duty hours shall be made for social events of personal enjoyment. If needed, the General Manager shall ensure that duties have been properly and appropriately delegated to qualified District staff when unavailability is reasonably foreseen. 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 their monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement or their 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 their office or position. For purposes of this Agreement, the phrase "abuse of their 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. 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 their/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 for a three (3) year period through calendar year 2026.

14. AMENDMENT

This Agreement may be amended only by a written document executed by each party hereto. Approximately three months prior to the end of any calendar year, 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. 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: Georgan Vonheer-Leopold
Georgan Vonheer-Leopold, President, Board of Directors

Attest: Nicole Genzale
Nicole Genzale, District Secretary

By: Jan R. Lee
Jan R. Lee, "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 \$26,760.00 per month (\$321,120.00 annually), payable in biweekly 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, General Manager's base salary shall be adjusted effective on the first day of the first pay period of Calendar Year 2025 by a percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve (12) month period ending October 31st as follows:

- For calendar year 2025 in the event that CPI is less than 2.0% for the twelve month period ending October 31st, the "floor" for CPI shall be 2.0%. For calendar year 2025 in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the "ceiling" for CPI shall be 4.0%.

The Board, within its discretion, may still determine no cost of living increase, or a lesser cost of living increase, is warranted. The Board, within its discretion and upon amendment to this Agreement, may determine a cost of living increase is warranted for calendar year 2026.

1.3 Annual Merit Increase Adjustment

Subject to satisfactory performance as General Manager and accomplishment of goals as determined by the Board, at the discretion of the Board and upon Board approval, General Manager may be eligible to receive a merit increase in base salary (before CPI Index has been applied), effective the first day of the first pay period of the calendar year. The Board, within its discretion, may 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

General 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 they 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 California 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 last day of the last pay period ending in 2024. After that date, General Manager shall no longer pay the additional two (2.0) percent which 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.

2. INSURANCE

2.1 Health Care Insurance

2.1.1 Availability

The District is committed to providing medical insurance to General Manager. The District currently obtains its medical insurance through CalPERS and shall endeavor to continue that coverage through 2025. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. The District shall endeavor to provide a medical insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans.

2.1.2 Premiums

District shall pay General Manager's medical insurance premiums in accordance with Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

General Manager will pay those premiums in excess of the District medical insurance premium Maximum Contribution and the premium of the plan they selects. District Maximum Contribution amounts will be rounded up 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 (California Government Code Section 22893), and in accordance with Resolution 62-17. In addition to other requirements of that Vesting Program, General Manager acknowledges their 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 2026, 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 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 a contribution in the same amount as provided in Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

2.2 Dental

The District shall provide dental care benefits for the General Manager in accordance with Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

2.3 Vision

The District shall provide vision care benefits for the General Manager in accordance with Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

2.4 Basic Term Life Insurance

The District shall provide life insurance for the General Manager in accordance with Exhibit B to

the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

2.5 Short Term Disability

The District shall provide short-term disability insurance for the General Manager in accordance with Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

2.6 Long Term Disability

The District shall provide short-term disability insurance for the General Manager in accordance with Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

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 and to the same extent as in Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

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 by one (1), eight hour (8-hour) 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 100 hours of leave from General Manager's Employee Leave Bank; said option shall be exercised no more than two (2) times in a calendar year provided that there are at least one hundred (100) 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 holidays in accordance with Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

4.3 Sick Leave

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 same rate as provided in Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

All requirements regarding the use of sick leave by General Manager and certification or documentation for use of sick leave shall be in accordance with Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees, applicable State and Federal Law, and District Personnel Rules.

4.4 Jury Duty Leave

If General Manager is summoned to jury duty, General Manager shall be eligible for Jury Duty Leave in accordance Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees.

4.5 Bereavement Leave

In the event of a death in the immediate family of General Manager, General Manager shall be eligible for Bereavement Leave in accordance with Exhibit B to the Board Resolution for Salary and Benefits for Unrepresented Senior Management Employees, applicable State and Federal Law, and District Personnel Rules.

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 their discretion, choose to supply their own privately-owned vehicle for use in their 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 their 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 their privately-owned vehicle within the course and scope of their employment. However, when the General Manager uses their 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 their 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. DISTRICT FURNISHED NOTEBOOK OR TABLET COMPUTER AND TELECOMMUNICATIONS DEVICE

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. The District shall also provide General Manager with use of a mobile device (e.g. smart phone with cell phone, text, and email functionality for business use only.

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.

4. CERTIFICATE REIMBURSEMENT – PROFESSIONAL ENGINEER'S (PE) LICENSE

During the term of this Agreement and General Manager's employment with the District, General Manager will be reimbursed for the bi-annual license renewal fee only for maintenance of General Manager's Professional Engineer's (PE) license. Reimbursement procedures are in accordance with the District Personnel Rule for Certificate Reimbursement Program.