

BUSINESS:

REFERENCE

			<u>Recommended Action</u>	<u>Anticipated Time</u>
8.	<u>CONSENT CALENDAR</u>			
	Matters listed under this item are considered routine and will be enacted by one Motion, in the form listed below. There will be no separate discussion of these items unless requested by a Member of the Board of Directors or the public prior to the time the Board votes on the Motion to adopt.			
	A. WWTP Underground Diesel Tank Replacement Project (CIP 12-P001): Award Construction Agreement to Lescure Company, Inc.	District Engineer	Approve by Resolution	
	B. Upcoming Board Calendar	General Manager	Accept by Motion	
9.	<u>BOARD BUSINESS</u>			
	A. Approve Personal Services Agreement between the District and Michelle L. Gallardo as Interim Organizational Services Manager	General Manager	Approve by Resolution	5 min
10.	<u>BOARDMEMBER ITEMS</u>			
	• Submittal of Written Reports from Travel and Training Attended by Directors			
11.	<u>CLOSED SESSION</u>			
	A. Conference with Labor Negotiators - Pursuant to Government Code Section 54957.6 Agency Negotiator: Bert Michalczyk, General Manager Unrepresented Employee: Interim Organizational Services Manager			5 min
	B. Public Employee Performance Evaluation – Pursuant to Government Code Section 54957 Title: District General Counsel			15 min
12.	<u>REPORT FROM CLOSED SESSION</u>			
13.	<u>ADJOURNMENT</u>			

BOARD CALENDAR*

<u>Committee & Board Meetings</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Wastewater	July 17, 2013	10:00 a.m.	LAVWMA Pump Station
Finance	July 22, 2013	5:30 p.m.	District Office
Regular Board Meeting	August 6, 2013	6:00 p.m.	District Office

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

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

PUBLIC HEARING

NOTICE OF INTENTION TO LEVY ANNUAL ASSESSMENTS IN THE DUBLIN SAN RAMON SERVICES DISTRICT DOUGHERTY VALLEY STANDBY CHARGE DISTRICT 2001-1 FOR FISCAL YEAR 2013-2014

THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT hereby gives notice that:

1. On June 19, 2001, by its Resolution No. 20-01, the Board under Article XIII D of the California Constitution and the Uniform Standby Charge Procedures Act, Sections 54984 *et seq.*, of the California Government Code (together, the “Act”) established the District’s Dougherty Valley Standby Charge District 2001-1 (the “Assessment District”) and authorized the levy of assessments for standby charges (the “Assessments”) in the Assessment District to pay for certain water supply costs and charges.

2. Under the Act, the Board, by a Resolution adopted July 9, 2013, will express its intention to levy the Assessments for the fiscal year 2013-2014 (the “Next Fiscal Year”) after a public hearing to be held before the Board, in its regular meeting place, District Office, Board Chambers, 7051 Dublin Boulevard, Dublin, California on August 6, 2013, at 6:00 p.m. At the hearing, the Board will consider the Engineer’s Report concerning the proposed Assessments for the Next Fiscal Year, hear all persons interested in the Assessments, consider all objections to the Assessments, if any, and take final action on the levy of the Assessments for the Next Fiscal Year.

3. To get additional information about the Assessment District, contact: Dublin San Ramon Services District, Accountant, 7051 Dublin Boulevard, Dublin, CA 94568, Telephone: (925) 875-2276. The Engineer’s Report and other written material about the Assessment District may be reviewed at the District’s office during regular business hours.

Dated as of July 10, 2013

Nancy Gamble Hatfield
District Secretary
Dublin San Ramon Services District

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

July 9, 2013

A special meeting of the Board of Directors was called to order at 6:00 p.m. by President Dawn L. Benson. Boardmembers present: President Dawn L. Benson, Vice President Georgan M. Vonheeder-Leopold, Director Edward R. Duarte, Director D.L. (Pat) Howard and Director Richard M. Halket. District staff present: Bert Michalczyk, General Manager; Rhodora Biagtan, Principal Engineer - Supervisory; Karen Vaden, Accountant II; Dan Gallagher, Operations Manager; Michelle Gallardo, Interim Organizational Services Manager; Robert B. Maddow, Assistant General Counsel; and Nancy Gamble Hatfield, District Secretary.

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL - Members: Benson, Duarte, Halket, Howard, Vonheeder-Leopold
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:02 p.m.
6. REPORTS
 - A. Reports by General Manager and Staff
 - Event Calendar – General Manager Michalczyk reported on the following:
 - o The Change of Command Ceremony between Colonel David R. James and Lieutenant Colonel Christopher Paul Gerdes was held today at 10:00 a.m. at Parks Reserve Forces Training Area. Mr. Michalczyk commented on the moving ceremony that was steeped in Army tradition and about the kind parting remarks made by Col. James about the District and in particular the District’s Field Operations staff currently staffed at Camp Parks.
 - o At the staff table this evening, are some staff members the Board has not regularly seen at these meetings. He introduced Rhodora Biagtan, Principal Engineer – Supervisory who is filling in for Dave Requa who is on vacation; Karen Vaden, Accountant II who is filling in for John Archer who is on vacation who is filling in for Lori Rose who is on a leave of absence; Michelle Gallardo, Interim Organizational Services Manager who will be attending on a regular basis after Mary Gordon’s retirement; and Robert Maddow, Assistant General Counsel who is filling in for Carl Nelson who has another commitment that is in conflict with this special meeting time slot.
 - o Tomorrow, at 8:00 a.m. the Alameda County Special Districts Association (ACSDA) meeting will be held at the Washington Township Healthcare District in Fremont. After that meeting the Independent Special District Selection Committee (ISDSC) will convene for the election of the Alternate

DRAFT

Special District Member to the Alameda County Local Agency Formation Commission (LAFCo). President Benson will attend the ISDSC meeting to cast the District's vote.

- o The CASA 2013 Annual Conference will be held August 21-24, 2013 at the Manchester Grand Hyatt hotel in San Diego. Directors are encouraged to notify District Secretary Hatfield for conference and travel reservations.

- Correspondence to and from the Board – None.

B. Committee Reports

Personnel

July 8, 2013

External Affairs

July 9, 2013

President Benson invited comments on recent committee activities. Directors felt the available staff reports adequately covered the many matters considered at committee meetings and made a few comments about some of the committee activities.

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

7. APPROVAL OF MINUTES – Regular Meeting of *June 18, 2013*

V.P. Vonheeder-Leopold MOVED for the approval of the June 18, 2013 minutes. Director Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

8. CONSENT CALENDAR

General Manager Michalczyk reported that there was a revised replacement resolution and attachments for Item 8C before each Director. There was a typo in the CEQA reference contained in the agenda materials, which should have been 15303(e) and not 15303(a).

Director Duarte requested to remove Item 8B from the Consent Calendar.

Director Howard MOVED for approval of Items 8A & 8C-8F on the Consent Calendar, including the revised Resolution for Item 8C. V.P. Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

- A. Intention to Levy Annual Assessments in the Dougherty Valley Standby Charge District 2001-1 for Fiscal Year 2013-2014 – Approved – Resolution No. 28-13

- B. REMOVED - Approve Technical Services Agreements with MCK Services, Inc., and MCE Corporation for Sewer Manhole and Water Valve Box Adjustment Project FYE 2014 & 2015 (CIP 00-2130)

Director Duarte inquired why contractors are not required to submit a performance bond in addition to the payment bond when they submit their proposals. His understanding is that contractors must submit both.

After some Board discussion with staff about this issue, it was agreed a contractor could be required to submit both the payment and performance bonds at the time of submittal and if the Board desired that change it could be done in the future.

Director Duarte MOVED to approve Resolution No. 30-13 and Resolution No. 31-13 approving and authorizing execution of Technical Services Agreements with MCK Services, Inc., and MCE Corporation, respectively, for the Sewer Manhole and Water Valve Box Adjustment Project (CIP 00-2130) and to direct staff to modify the existing procedure for performance bonds as it relates to Technical Services Agreements. V.P. Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

- C. Approve Categorical Exemption for Fixed Based Meter Reading Project (CIP 12-W015) – Approved – Resolution No. 29-13
- D. Authorize Contribution toward Honoring Former District Boardmember G.T. "Tom" McCormick – Approved
- E. Upcoming Board Calendar – Approved
- F. Report of Checks and Electronic Disbursements Made – Approved

Date Range	Amount
05/27/13 – 06/23/13	\$5,898.013.61

9. BOARD BUSINESS

- A. Approve New District Logo

Graphics Designer Joyce Chang presented three different drafts with varying color schemes of the proposed new District logo. Because of the color variations among the image projected on the screen, the iPad, and photocopier, it became clear that the Board needed to see some actual printed samples of the logo, using standardized ink colors.

The Board agreed that staff should have some logos printed using standardized ink colors and return to another meeting to show them the finished product. This way there would be a correct rendition of the proposed logo with accurate colors. The Board also agreed that they liked the proposed tagline: “Water, Wastewater, Recycled Water.” The new logo will replace the existing logo and be used on District letterhead, District vehicles, patches on uniforms, District signage, banners, and website, to name a few.

B. Casting District's Vote for Alameda County Local Agency Formation Commission (LAFCo) Special District – Alternate Representative at the Independent Special District Selection Committee Meeting of July 10, 2013

General Manager Michalczyk reported that tomorrow the various Alameda County Special Districts will be voting for their Alternate Special District representative to Alameda County LAFCo. There are three candidates for this election: District Vice President Georgean Vonheeder-Leopold, Hayward Area Park and Recreation Director Louis Andrade, and Oro Loma Sanitary District Director Timothy Becker. The District Board has previously endorsed V.P. Vonheeder-Leopold's candidacy.

Mr. Michalczyk reported that the External Affairs Committee met just ahead of the special Board meeting and recommends the following order of preference for voting: V.P. Vonheeder-Leopold, Louis Andrade, and Timothy Becker. The order of voting is important because the process is such that the last candidate drops off the bottom of the list in each round of voting.

Director Howard commented that the External Affairs Committee looked at the available candidates and that he and Director Duarte fully support V.P. Vonheeder-Leopold as the first choice and then would next support Louis Andrade and then Timothy Becker.

Directors discussed the voting and agreed that President Benson needs some discretion granted in the course of the election as it has sometimes been a loose process.

Director Halket MOVED to direct the Board President to cast the District's vote for the Alameda County Local Agency Formation Commission (LAFCo) Special District Alternate Representative at the Independent Special District Selection Committee Meeting of July 10, 2013 in the following order: Vonheeder-Leopold, Andrade, and Becker. Director Duarte SECONDED the MOTION, which CARRIED with FIVE AYES.

10. BOARDMEMBER ITEMS

Director Howard reported he will miss the July 16, 2013 Board meeting because he will be celebrating his granddaughter's 21st birthday.

V.P. Vonheeder-Leopold commented on the very good Tri Valley Kick-off Reception of the East Bay Leadership Council that she and President Benson attended on June 24, 2013. She noted that the District will receive a request to join the organization. She also asked about "Item 6 - Stanforth Holding Company, LLC Dublin Ranch Tract 8016 located off Cydonia Court, Dublin, Alameda County" on the San Francisco Bay Regional Water Quality Control Board July 10, 2013 agenda. V.P. Vonheeder-Leopold also shared

some District memorabilia that she had obtained from a collection held by former District Director Tom McCormick, including police and fire district badges from Valley Community Services District and Dublin San Ramon Services District as well as some newspaper articles.

President Benson reported that along with V.P. Vonheeder-Leopold she, too, attended and enjoyed the East Bay Leadership Council meeting on June 24, 2013.

President Benson encouraged anyone who lives in Dublin to take advantage of the California Youth Energy Services, which she stated is a great leadership program with dedicated personnel.

President Benson congratulated V.P. Vonheeder-Leopold on her recent retirement.

President Benson thanked Director Halket and his wife for hosting the nice gathering for retired Organizational Services Manager Mary Gordon.

11. ADJOURNMENT

At 6:40 p.m. President Benson adjourned the meeting in memory of those individuals involved in the July 6, 2013 Boeing 777 Asiana Airlines Flight 214 that crash-landed at San Francisco Airport; the 19 elite firefighters from the crew of the Granite Mountain Hotshots in Prescott, Arizona who lost their lives on June 30, 2013; and, the thousands of people affected by the recent Colorado Springs wildfires.

Submitted by,

Nancy Gamble Hatfield
District Secretary



**Dublin San Ramon Services District
Summary & Recommendation**

Reference District Engineer	Type of Action Award Agreement	Board Meeting of July 16, 2013
Subject WWTP Underground Diesel Tank Replacement Project (CIP 12-P001): Award Construction Agreement to Lescure Company, Inc.		
<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. Requa
		<input type="checkbox"/> Board Member

Recommendation:

The District Engineer recommends the Board of Directors, by Resolution, waive all bid irregularities and award the construction agreement for WWTP Underground Diesel Tank Replacement Project (CIP 12-P001) to Lescure Company, Inc., the lowest responsive, responsible bidder, in the amount of \$324,200.

Summary:

The WWTP Underground Diesel Tank Replacement Project will replace the existing diesel storage tank that supplies fuel to the 1250 kW standby generator. The existing storage tank was installed in the late 1970's and has only a single wall containment of the fuel. This type of tank does not meet current compliance standards. It also poses a risk for soil and groundwater contamination. The new tank will have double wall containment and the latest technology for leak detection and monitoring. The new tank will be relocated to the front of the administration building allowing easier refueling. Staff has coordinated with Livermore Pleasanton Fire Department, the permitting agency, during the design process of this project.

The bid period for the WWTP Underground Diesel Tank Replacement Project began on June 14, 2013 and three (3) bids were received on July 9, 2013. The Project had a mandatory pre-bid meeting held on June 26, 2013 and staff members from four construction companies were present. The apparent low bid was received from Lescure Company, Inc., in the amount of \$324,200. The other bids were \$385,000 to \$408,000 respectively. The contract time for the Project is one hundred twenty (120) calendar days and is estimated to be completed in November 2013. The final Engineer's Construction Cost estimate was \$375,000. The Project is funded by Regional Sewer Replacement (Fund 310). There are adequate funds available for construction.

There is one irregularity associated with the apparent low bid. One addendum had been issued. However, Lescure Company, Inc., did not receive a copy of it; therefore, they did not acknowledge the addendum on the bid form. The addendum clarified two conflicting sections for the total amount of general liability insurance coverage making the coverage amount requested match. Lescure Company, Inc. has agreed to provide the requested coverage with no change in bid price. General Counsel has reviewed the matter and determined that the irregularity can be waived.

In accordance with the Board guidelines, this item is a routine construction project award for an approved project, which is under budget. There are no contractor issues or public concerns. There is one minor bid irregularity which staff recommends waiving. Thus, staff recommends award of the contract to Lescure Company, Inc.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR S. Delight	DEPARTMENT Engineering	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$324,200	<input checked="" type="checkbox"/> Funding Source A. Regional Sewer Replacement Fund 310 (100%) 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 AGREEMENT TO LESCURE COMPANY, INC., FOR CONSTRUCTION OF WWTP UNDERGROUND DIESEL TANK REPLACEMENT PROJECT (CIP 12-P001) AND DIRECTING RETURN OF SECURITY DEPOSITS

WHEREAS, facility improvements are needed that serve current customers of Dublin San Ramon Services District (DSRSD); and

WHEREAS, on June 14, 2013 the District Secretary advertised for bid for WWTP Underground Diesel Tank Replacement Project (CIP 12-P001); and

WHEREAS, pursuant to said advertisement, three (3) bids were received for the performance of said work and filed with the District Secretary; and

WHEREAS, Lescure Company, Inc., is the lowest responsive, responsible bidder, and it is the intention and desire of this Board to accept said bid of \$324,200.

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

1. Lescure Company, Inc., is the lowest responsive, responsible bidder, and it is the intention and desire of this Board to accept said bid of \$324,200.
2. Any and all informalities in the aforementioned bid of Lescure Company, Inc., and the failure of Lescure Company, Inc. to acknowledge the addendum, are hereby waived.
3. The California Environmental Quality Act (CEQA) requirements for this project were satisfied through categorical exemption, per CEQA Guideline 15302.

Res. No. _____

4. That certain agreement titled "Agreement for the Construction of WWTP Underground Diesel Tank Replacement (CIP 12-P001)" Exhibit "A", by and between Dublin San Ramon Services District, a California public agency; and Lescure Company, Inc., a copy of which agreement is on file in the Office of the General Manager, to which copy reference is hereby made for the full particulars thereof, is hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreement for and on behalf of Dublin San Ramon Services District.
5. The District Secretary is hereby authorized and directed to return to all unsuccessful bidders, and to the successful bidder upon execution by it of the aforementioned agreement, all securities guaranteeing execution of the Agreement upon award.

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 16th day of July 2013, and passed by the following vote:

AYES:

NOES:

ABSENT:

Dawn L. Benson, President

ATTEST: _____
Nancy G. Hatfield, District Secretary

SECTION 00500

AGREEMENT FOR THE CONSTRUCTION OF

WWTP Underground Diesel Tank Replacement (CIP 12-P001)

THIS AGREEMENT, made and concluded, in duplicate, this ___ day of _____, 20 ____, between the Dublin San Ramon Services District ("District"), Dublin, California, and Lescure Company, Inc., 3667 Mt. Diablo Blvd., Lafayette, CA 94549 ("Contractor").

WITNESSETH:

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the District, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the District, at his/her own proper cost and expense, to do all the work and furnish all the materials necessary to construct and complete in good workmanlike and substantial manner the project entitled: **WWTP Underground Diesel Tank Replacement (CIP 12-P001)** in strict conformity with the Contract Documents (collectively defined in Section 01090-2.0), prepared therefor, which said plans and specifications are hereby specially referred to and by said reference made a part hereof.

2. Now, therefore, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work in accordance with the terms and conditions stipulated in the Contract Documents for the sum of Three Hundred Twenty Four Thousand Two Hundred Dollars (\$324,200) computed in accordance with Contractor's accepted proposal dated July 9, 2013, which accepted proposal is incorporated herein by reference thereto as if herein fully set forth. Compensation shall be based upon any lump sum bid items plus the unit prices stated in the Bid Schedule times the actual quantities or units of work and materials performed or furnished. The further terms, conditions, and covenants of this Agreement are set forth in the Contract Documents, each of which is by this reference made a part hereof. Payments are to be made to the Contractor in accordance with the provisions of the Contract Documents in legally executed and regularly issued warrants of the District, drawn on the appropriate fund or funds as required by law and order of the District thereof.

3. The District hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

4. The Contractor and any subcontractor performing or contracting any work shall comply with all applicable provisions of the California Labor Code for all workers, laborers and mechanics of all crafts, classifications or types, including, but not limited to the following:

(a) The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall, as a penalty to the District, forfeit the sum of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than 1-1/2 times the basic rate of pay.

(b) Pursuant to the provision of California Labor Code, Sections 1770 et. seq., the Contractor and any subcontractor under him shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Pursuant to the provisions of California Labor Code Section 1773.2, the Contractor is hereby advised that copies of the prevailing rate of per diem wages and a general prevailing rate for holidays, Saturdays and Sundays and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker required to execute the Contract, are on file in the office of the District, which copies shall be made available to any interested party on request. The Contractor shall post a copy of said prevailing rate of per diem wages at each job site.

(c) As required by Section 1773.1 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.

(d) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within ten (10) days after their execution and thereafter shall establish such travel and subsistence payments whenever filed thirty (30) days prior to the call for bids.

(e) The Contractor shall comply with the provisions of Section 1775 of the California Labor Code and shall, as a penalty to the District, forfeit up to fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for each craft, classification, or type of worker needed to execute the Contract. The Contractor shall pay each worker an amount equal to the difference between the prevailing wage rates and the amount paid worker for each calendar day or portion thereof for which a worker was paid less than the prevailing wage rate.

(f) As required under the provisions of Section 1776 of the California Labor Code, Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Said payroll shall be certified and shall be

available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in Paragraph 4(f), herein, shall be made available upon request by the public for inspection or for copies thereof; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph 4(f)(2) herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

Each Contractor shall file a certified copy of the records, enumerated in Paragraph 4(f) with the entity that requested the records within ten (10) days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated. The Contractor shall inform the District of the location of the records enumerated under Paragraph 4(f) including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address. The Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Paragraph 4(f). In the event that the Contractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or the District, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with Paragraph 4(f) lies with the Contractor.

(g) The Contractor and any subcontractors shall, when they employ any person in any apprenticeable craft or trade, apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the construction site for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected; and shall comply with all other requirements of Section 1777.5 of the California Labor Code. The responsibility of compliance with California Labor Code Section 1777.5 during the performance of this Contract rests with the Contractor. Pursuant to California Labor Code Section 1777.7, in the event the Contractor willfully fails to comply with the provisions of California Labor Code Section 1777.5, the Contractor shall be denied the right to bid on any public works contract for up to three (3) years from the date noncompliance is determined and be assessed civil penalties.

(h) In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the Contractor is required to secure the payment of compensation to its employees and for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. If the Contractor, in the sole discretion of the District satisfies the District of the responsibility and capacity under the applicable Workers' Compensation Laws, if any, to act as self-insurer, the Contractor may so act, and in such case, the insurance required by this paragraph need not be provided.

The Contractor is advised of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and shall comply with such provisions and have Employer's Liability Limits of \$1,000,000 per accident before commencing the performance of the Work of this Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until the Contractor submits written evidence that it has obtained full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work under this Contract. This insurance shall be in accordance with the requirements of the most current and applicable state Workers' Compensation Insurance Laws. In accordance with the provisions of Section 1861 of the California Labor Code, the Contractor in signing this Agreement certifies to the District as true the following statement: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

A subcontractor is not allowed to commence work on the project until verification of Workers' Compensation Insurance coverage has been obtained and verified by the Contractor and submitted to the Construction Manager for the District's review and records.

(i) In accordance with the provisions of Section 1727 of the California Labor

Code, the District, before making payment to the Contractor of money due under a contract for public works, shall withhold and retain therefrom all wages and penalties which have been forfeited pursuant to any stipulation in the Contract, and the terms of Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). But no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by either the Division of Labor Standards Enforcement or by the District.

5. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Agreement and the Bid Proposal of said Contractor, then this Agreement shall control, and nothing herein contained shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

6. The Contractor agrees to provide and maintain insurance coverage, and to indemnify and save harmless the parties named and in the manner set forth in Section 00800-2.0, **LIABILITY & INSURANCE.**

The duty of Contractor to indemnify and save harmless, as set forth herein, shall include a duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

7. The Contractor shall diligently prosecute the Work so that it shall be substantially completed within the time specified in Section 00800-1.1, **Time Allowed for Completion.**

8. Except as otherwise may be provided in other provisions of the Contract Documents, Contractor hereby expressly guarantees for one (1) full year from the date of the Substantial Completion of the Work under this Agreement and acceptance thereof by the District, to repair or replace any part of the Work performed hereunder which constitutes a defect resulting from the use of inferior or defective materials, equipment or workmanship. If, within said period, any repairs or replacements in connection with the Work are, in the opinion of the District, rendered necessary as the result of the use of inferior or defective materials, equipment or workmanship, Contractor agrees, upon receipt of notice from District, and without expense to District, to promptly repair or replace such material or workmanship and/or correct any and all defects therein. If Contractor, after such notice, fails to proceed promptly to comply with the terms of this guarantee, District may perform the work necessary to effectuate such correction and recover the cost thereof from the Contractor and/or its sureties.

In special circumstances where a particular item of work or equipment is placed in continuous service before Substantial Completion of the Work, the correction period for that item may start to run from an earlier date. This date shall be agreed upon by the Contractor and District on or before the item is placed in continuous service.

Any and all other special guarantees which may be applicable to definite parts of the Work under this Agreement shall be considered as an additional guarantee and shall not reduce or limit the guarantee as provided by Contractor pursuant to this paragraph during the first year of the life of such guarantee.

9. The Contractor shall provide, on the execution of this Agreement, a good and

sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount bid, which bond shall be on the form provided by the District in Section 00610, **BOND OF FAITHFUL PERFORMANCE**, and be conditioned upon the faithful performance of all work required to be performed by the Contractor under this Agreement. Said bond shall be liable for any and all penalties and obligations which may be incurred by Contractor under this Agreement. The corporate surety bond shall be issued by a corporate surety approved by the District's counsel. The corporate surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the Surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

10. In addition to the bond required under Paragraph 9, hereof, Contractor shall furnish a good and sufficient corporate surety bond in the penal sum of one hundred percent (100%) of amount of Bid, which bond shall be on the form provided by the District in Section 00620, **PAYMENT BOND**, and conform strictly with the provisions of Chapter 7, Title 15, Part 4, Division 3, of the Civil Code of the State of California, and all amendments thereto. The corporate surety bond shall be issued by a corporate surety approved by the District's counsel. The corporate Surety shall be authorized to conduct business in California. At its discretion, the District may request that a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California be submitted by the Surety to the District. At its discretion, the District may also require the insurer to provide copies of its most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 (commencing with Section 900) of Chapter 1 of Part 2 of Division 1 of the Insurance Code.

11. The Contractor may substitute securities for the amounts retained by the District to ensure performance of the work in accordance with the provisions of Section 22300 of the Public Contract Code.

12. Contractor covenants that Contractor is licensed in accordance with the provisions of the Contractors' License Law of California as provided in Section 00010, **NOTICE INVITING BIDS**.

13. The Contractor shall be provided the time period specified in Section 01340-2.0, **MATERIAL AND EQUIPMENT SUBSTITUTIONS**, for submission of data substantiating a request for a substitution of an "or equal" item.

14. As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall submit in advance of excavations, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract

Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the District, the Design Consultant, Construction Manager nor any of their agents, consultants, or employees. The District's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

15. In accordance with Section 7104 of the Public Contract Code, whenever any work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the provisions of Section 00700-7.2, **Differing Site Conditions**, shall apply.

16. In accordance with Section 7103.5 of the Public Contract Code, the Contractor and subcontractors shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services pursuant to this Contract or the subcontract. Such assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

17. In accordance with Section 4552 of the Government Code, the Contractor shall conform to the following requirements. In submitting a Bid to the District, the Contractor offers and agrees that if the Bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchase of goods, materials, or services by the Contractor for sale to the District pursuant to the Bid. Such assignment shall be made and become effective at the time the Authority tenders final payment to the Contractor.

18. Pursuant to Public Contract Code Section 7100, the acceptance by the Contractor of an undisputed payment made under the terms of the Contract shall operate as, and shall be, a release to the District, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

19. In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, and P.O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first set forth above.

CONTRACTOR

By: _____

Title: _____

Dublin San Ramon Services District

By: _____
Bert Michalczyk, General Manager

ATTEST:

Nancy G. Hatfield, District Secretary

***** END OF SECTION *****



**Dublin San Ramon Services District
Summary & Recommendation**

Reference General Manager	Type of Action Accept Report	Board Meeting of July 16, 2013
Subject Upcoming Board Calendar		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	B. Michalczyk
		<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends that the Board of Directors accept, by Motion, the attached upcoming Board calendar.

Summary:

The attached Board calendar presents items anticipated by staff to be presented to the Board at the next two Board meetings. This report represents the most current information available to staff as of the preparation of this agenda. Items that are listed may be deferred or eliminated for various reasons including but not limited to staff work not being fully complete, the need for further management, Committee and/or legal review, needed material or information not being received by the District in a timely fashion, etc. Furthermore, matters not listed may be placed on the Board agenda.

This report should be used only as a general guide of what business the District Board will be considering in the near future. The District Secretary should be contacted to confirm the contents of specific agendas. Agendas will be finalized in accordance with the requirements of the Brown Act (generally 72 hours for regular meetings and 24 hours for special meetings).

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

PENDING BOARD ITEMS

7/12/2013 9:19:17 AM

Board Mtg	Agenda Item	Water	WWC	Finance	Personnel	Ext. Aff.
8/6/2013						
	Approve Increase in Change Order Contingency for Construction Agreement with J. R. Filanc Construction for the DAFT Rehabilitation Project (CIP 06-3103)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Approve Corporation Yard Lease Agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Policy - Utility Billing Adjustment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Public Hearing - Adopt Engineer's Report and Direct Levy of Annual Assessments in the Dougherty Valley Standby Charge District 2001-1 for Fiscal Year 2013-14	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	1st Reading: Ordinance to Consider Extension to Unconnected Capacity Rights	<input type="checkbox"/>	<input type="checkbox"/>	7/22/2013	<input type="checkbox"/>	<input type="checkbox"/>
8/20/2013						
	2nd Reading: Ordinance to Consider Extension to Unconnected Capacity Rights	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Closed Session - Conference with Real Property Negotiator - Pursuant to Gov Code Section 54956.8 Real Property. Property: Water Supply Contract	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Closed Session - Conference Involving a Joint Powers Agency Pursuant to Gov Code Section 54956.96 (DSRSD-EBMUD Recycled Water Authority (DERWA))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Closed Session - Conference with Legal Counsel Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9: One case.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Approve Fifth Supplemental Agreement to the Agreement for Wastewater Disposal Services with Pleasanton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Approve General Counsel Contract Amendment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Closed Session - Public Employee Performance Review - FYE 2013 Review General Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8/12/2013	<input type="checkbox"/>
	Approve Health Insurance Contribution for 2014	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8/12/2013	<input type="checkbox"/>
	Policy - Update to Green Business Policy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8/7/2013



**Dublin San Ramon Services District
Summary & Recommendation**

Reference General Manager	Type of Action Approve Agreement	Board Meeting of July 16, 2013
Subject Approve Personal Services Agreement between the District and Michelle L. Gallardo as Interim Organizational 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 checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	B. Michalczyk
		<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors approve, by Resolution, a Personal Services Agreement (PSA) with Michelle L. Gallardo as Interim Organizational Services Manager for a period not to extend beyond June 30, 2014.

Summary:

The District’s senior management team members are all unrepresented at-will employees retained by the District via Personal Services Agreements. With the retirement of Mary Gordon, the position of Organizational Services Manager became vacant on July 9, 2013. The General Manager is considering, but has not yet finalized changes, to the District’s staffing structure. In the interim, the General Manager will appoint Michelle L. Gallardo to the position of Interim Organizational Services Manager effective July 9, 2013 for a period not to extend beyond June 30, 2014. A PSA has been negotiated with Ms. Gallardo based on direction received from the Board. This PSA is consistent with the PSAs of the other members of the senior management team excepting only a special condition related to termination that reflects that at any time during the term of the PSA Ms. Gallardo’s interim appointment may be terminated at which time she would return to her previous position of Human Resources Supervisor. There will be no backfilling of the Human Resources Supervisor position during the term of the PSA; as such Ms. Gallardo will be maintaining the duties and responsibilities of the Human Resources Supervisor position as well as taking on the duties and responsibilities of the Interim Organizational Services Manager position.

Compensation is specified in Exhibit A of the PSA, Benefits are specified in Exhibit B, and the Special Terms unique to Ms. Gallardo are specified in Exhibit C.

Attachment 1 presents the incremental cost of the proposed PSA; the PSA is attached.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR BLM	DEPARTMENT Executive	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$254,810 Savings	<input type="checkbox"/> Funding Source A. 900- Administrative Allocation B.		Attachments to S&R 1. Summary of Cost of the Terms of PSA 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 MICHELLE L. GALLARDO AND DUBLIN SAN RAMON SERVICES DISTRICT

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 Board has authorized General Manager to organize staff at all levels of the organization consistent with budgets and staffing limitations as adopted by the Board from time to time; and

WHEREAS, Section 61051 (b) of the Community Services District Law grants the General Manager the power and duty to appoint, supervise, discipline and dismiss District employees consistent with the employee relations system established by the Board; 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 A; and

WHEREAS, District Personnel Rule 2.10 provides that the General Manager may appoint individuals to senior management positions with approval from the Board of Directors and that any or all steps of the recruitment procedures for the classified service are not applicable; and

WHEREAS, through the approval and execution of the “Agreement for Personal Services between Michelle L. Gallardo and Dublin San Ramon Services District,” a copy of which is attached hereto, marked Exhibit “A,” and by this reference incorporated herein (“Agreement”), Michelle L. Gallardo (hereafter “Manager”) and District will thereby agree that Manager is a person engaged under contract to supply expert, professional or other services and as such is and shall henceforth be exempt from the District’s classified service upon and after the Effective Date of Agreement and remain so during the term of the Agreement; and

WHEREAS, the General Manager desires to appoint and employ Manager to the job classification of Interim Organizational Services Manager and Manager desires to accept said

Res. No. _____

appointment and employment subject to the terms and conditions of 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 the appointment of Michelle L. Gallardo to the position of Interim Organizational Services Manager and that certain Agreement titled, "Agreement for Personal Services between Michelle L. Gallardo and Dublin San Ramon Services District," a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein, are hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said Agreement for and on behalf of the District. The General Manager, with the concurrence of General Counsel, is authorized to make non-substantive, non-economic revisions to Agreement before its execution for clarification purposes and for the purpose of consistency with agreements currently in effect with other senior managers.

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 16th day of July 2013, and passed by the following vote:

AYES:

NOES:

ABSENT:

Dawn L. Benson, President

Attest:

Nancy Gamble Hatfield, District Secretary

AGREEMENT FOR PERSONAL SERVICES

(Michelle L. Gallardo)

THIS AGREEMENT FOR PERSONAL SERVICES (“Agreement”) is made and entered into this ninth day of July, 2013 (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 Michelle L. Gallardo (“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 (Govt. C. § 61000 et seq.) governed by District’s Board of Directors (the “Board”);

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

WHEREAS, Board has authorized General Manager to organize staff at all levels of the organization consistent with Board adopted budgets and staffing limitations;

WHEREAS, the Community Services District Law grants the General Manager the power and duty to appoint, supervise, discipline and dismiss District employees consistent with the employee relations system established by the Board;

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 A;

WHEREAS, with the approval and execution of this Agreement, Manager and District agree that Manager is a person engaged under contract to supply expert, professional or other services and as such is exempt from the District’s classified service upon the Effective Date of this Agreement; and

WHEREAS, the General Manager desires to appoint and employ Manager to the below referenced job classification and Manager desires to accept said appointment and employment subject to the terms and conditions of this Agreement.

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

1. SERVICES From and after the Effective Date through the termination of this Agreement, Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the Organizational 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 also perform all duties and assume all obligations and constantly meet all qualifications of the Human Resources Supervisor job classification in accordance with the terms of this Agreement. During the term of this Agreement Manager shall not be a member of the Mid-Management Employees Bargaining Unit nor have any rights or remedies deriving from that bargaining unit or the associated Memorandum of Understanding between that bargaining unit and 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, or 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.

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

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

4. SUPPLEMENTAL BENEFITS AND SPECIAL CONDITIONS OF EMPLOYMENT
The District and Manager agree to the Supplemental Benefits and Special Conditions of Employment included in “Exhibit C” attached hereto and by this reference made a part hereof.

5. TERMINATION

5.1 Service at Pleasure of the General Manager It is understood and agreed that as of 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 them from the District’s classified service as that service is defined in District Code Section 6.10.010 A.

5.2 Termination of Agreement and Employment by District for Cause Nothing herein provided shall be deemed to affect or limit the right of District to terminate this Agreement and 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. “Cause” as used herein shall include, but not necessarily be limited to: below standard performance, refusal of 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 accordance with this Agreement.

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.

5.3 Termination of Agreement at Discretion of General Manager At the General Manager's sole discretion, the General Manager may terminate this Agreement without cause and in accordance with this section and Exhibit C by giving written notice of intent thereof to Manager which notice shall specify the effective date on which 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 General Manager. Nothing herein provided in this section or this agreement constitutes an appeal procedure for the Manager of termination in accordance with this section. There shall be no severance or other remuneration in any form related to termination in accordance with this section.

5.4 Termination of Agreement by Manager At Manager's sole discretion, Manager may terminate this Agreement by giving written notice of intent thereof to General Manager which notice shall specify the effective date on which 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 Manager. There shall be no severance or other remuneration in any form related to termination in accordance with this section.

5.5 Termination of Employment by Manager At Manager's sole discretion, Manager may terminate Manager's employment with the District concurrent with the termination of this Agreement by giving written notice of intent thereof to General Manager which notice shall specify the effective date of termination of employment. Any notice provided in accordance with this section shall be deemed given on the date it is given by Manager. There shall be no severance or other remuneration in any form related to termination in accordance with this section. In the event Manager terminates Manager's employment in accordance with this section, Manager shall not be entitled to severance or other benefits or COBRA payments 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.

5.6 Termination is Final Manager's employment as Interim Organizational Services Manager and the District's obligations to compensate the Manager shall cease upon termination of this Agreement except as provided for in Exhibit C.

5.7 Standing as Human Resources Supervisor District and Manager acknowledge that immediately prior to the Effective Date of this Agreement that Manager was employed by the District in the for-cause classification of Human Resources Supervisor. Upon the Effective Date of Agreement Manager shall serve as Interim Organizational Services Manager on an acting, temporary basis in an at-will capacity. Notwithstanding other provisions in this Agreement, nothing herein eliminates her for-cause status as Human Resources Supervisor. Although the District may terminate this Agreement and thereby end Manager's tenure as Interim Organizational Services Manager with or without cause at any time, she will thereafter revert to her for-cause position as Human Resources Supervisor. If the District wishes to terminate her employment as Human Resources Supervisor it must do so in a manner which affords Manager appropriate due process rights as a for-cause employee.

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 under the ordinances, resolutions, rules, regulations, or other lawful directives or orders of the General Manager 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.

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.

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.

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

10. SECTION HEADINGS Section 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 section headed thereby.

11. TERM The term of this Agreement shall be through and including June 30, 2014 subject to the provisions of Section 5 - Termination.

12. AMENDMENT This Agreement may be amended only by a written document executed by each party hereto.

13. 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 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.

WITNESS WHEREOF, the District and 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: _____

Bert L. Michalczyk, General Manager

Attest: _____

Nancy G. Hatfield, District Secretary

By: _____

Michelle L. Gallardo

EXHIBIT A
COMPENSATION

1. BASE SALARY

1.1. Initial Base Salary Commencing on the Effective Date of this Agreement District shall compensate Manager a base salary of \$13,371 per month, payable in installments in accordance with District's standard payroll procedures.

1.2. Annual Base Salary Adjustment Subject to satisfactory performance as determined by General Manager, Manager's base salary shall be adjusted effective on the first day of the first pay period of Calendar Years 2014 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.

2. DEFERRED COMPENSATION

2.1. Plan Existence and Participation The District and Manager acknowledge that as of the Effective Date the District provides a Deferred Compensation Plan (the "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 Manager acknowledge that Manager shall be eligible to participate in said Plan as 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 Calendar Year 2013 During calendar year 2013, the District will match one-hundred percent (100%) of the first \$2,500 that the Manager voluntary contributes to the Manager's account in the Plan. Said payment will be made on the same payday as the Manager elects to make voluntary contributions to the Plan. "Over Age 50" and "catch-up" contributions are not subject to a District match. The total match amount shall include matching contributions that the District made related to voluntary deferrals that Manager may have made from January 1, 2013 through the Effective Date or that the District may make after termination of this Agreement. In no event will the District contribute a matching amount for Manager that is greater than a total of \$2,500 during calendar year 2013 considering District matches made under both this Agreement and matches that may have been made in 2013 prior to the Effective Date of this Agreement while the Manager was a member of the Mid-Management Employees Bargaining Unit.

2.3. District Matching Contribution Calendar Year 2014 During calendar year 2014, the District will match one-hundred percent (100%) of the first \$2,500 that the Manager voluntary contributes to the Manager's account in the Plan. Said payment will be made on the same payday as the Manager elects to make voluntary contributions to the Plan. "Over Age 50" and "catch-up" contributions are not subject to a District match. The total match amount shall include matching contributions related to voluntary deferrals that Manager may make after termination of this Agreement. In no event will the District contribute a matching amount for Manager that is greater than a total of \$2,500 during calendar year 2014 considering District matches made under both this Agreement and matches that will be made in 2014 after termination of this Agreement if the Manager once again becomes a member of the Mid-Management Employees Bargaining Unit.

EXHIBIT B

RETIREMENT, INSURANCE AND LEAVE BENEFITS

1. RETIREMENT

1.1 Program District shall furnish Manager retirement benefits through the California Public Employees Retirement System ("PERS") under contract with PERS entered into pursuant to Government Code Sections 20450 et seq. 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 Manager's Share Manager shall pay the Manager's 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, Manager shall no longer pay the additional two (2.0) percent which percent shall be paid by the District. Manager and District acknowledge that substantially similar provisions are included in memoranda of understanding and contracts with all other District employees. If the District agrees to modify those provisions for any employee or employee group, 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 B is (a) modified or terminated by the District or (b) modified, terminated or no longer offered by the State, 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 Manager. The District currently obtains its health insurance through CalPERS and shall endeavor to continue that coverage through 2016. 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 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 2016, the District and Manager shall negotiate in good faith an amendment to these health care insurance provisions.

2.1.2 Premiums District shall pay 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 employee's situation. 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.

The District Maximum Contribution health care baselines in 2013 are as follows:

Employee	\$591
Employee + one	\$1,181
Employee+2 (Family)	\$1,535

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.

On January 1st of 2014 Manager shall continue to share in the cost of 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 Manager, with 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+2	Base Plan Premium	Increase from Base	DSRSD Share of Increase	Manager Share of Increase	District Maximum Contribution	District % of Base Plan Premium
Base amount	\$ 1,230					
2012	\$ 1,587	\$ 357	\$ 214	\$ 143	\$ 1,444	91%

Manager will pay those amounts in excess of the District Health Care Premium Maximum Contribution, and the premium of the plan they select. The District's Base Plan premium will always be greater than or equal to the baseline. 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.

In the Fall of 2013 and upon notice of either party, the District or Manager shall negotiate in good faith an amendment to Agreement regarding the impact of health care premiums paid under this section (1) by either party if (1) the maximum projected Manager contribution in 2014 for plans available in the CalPERS Bay Area Region results in either: a) two HMOs with a cost of more than \$500 per month for EE+2 coverage, or, b) a cost of two PPOs with a cost of more than \$500 per

month for EE+2 coverage (excluding PERSCare PPO) or, (2) there are projected to be significant impacts on either party related to the implementation of the Federal Health Care Act in 2014.

2.1.3 Employer Contribution for Post-Employment Health Benefits in Retirement

District shall provide health care (medical) insurance to Manager if Manager retires from the District prior to the termination of this Agreement. District shall contract with CalPERS to provide post-employment health benefits in retirement through the CalPERS Vesting Program for Retiree Health Care. Manager certifies that Manager has vested in the CalPERS Program as of the Effective Date.

2.1.4 Changes to the Law In the event Federal or State legislation that provides health care coverage for Manager is enacted into law during the term of this Agreement, and such legislation has an adverse impact on either party, the District and 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 Manager may 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 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 Manager as well as for Manager's dependents.

Monthly Amount	Calendar Year 2013	Calendar Year 2014
Employee	\$235.54	\$205.07
Employee + 1	\$471.07	\$410.15
Employee +2	\$612.75	\$533.50

2.2 Dental The District shall provide dental care benefits covering Manager, spouse, and eligible dependents. The District shall provide retiree dental care benefits for Manager (and eligible dependents) provided that Manager retires from the District during the term of this Agreement.

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

2.4 Basic Term Life Insurance

2.4.1 Amount The District shall provide Manager with Life Insurance. The amount of the life insurance to be provided shall be equal to two (2) times 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 Manager to purchase additional life insurance for themselves or their dependents at Manager's cost.

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

2.5 Short Term Disability The District shall provide 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 Manager occurs.

2.6 Long Term Disability The District shall provide Manager with Long -Term Disability Insurance. Long Term Disability Insurance shall provide 70% of regular monthly salary, 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 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 Prior Accrued Leave Manager shall carry forward under this Agreement all accrued leave that accrued prior to the Effective Date.

4.1.2 Employee Leave Bank Accrual Rate During the term of the Agreement, Manager shall accrue additional time in the Employee Leave Bank at the rate of 10.77 hours each biweekly pay period (35 days per year based on eight hour work days).

4.1.3 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.

4.1.4 Employee Leave Bank Sell Back Manager shall have an option to annually sell back up to 80 hours of leave from 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.

4.1.5 Use of Employee Leave Bank All Employee Leave Bank Leave shall be scheduled at the discretion of the General Manager; approval will not be unreasonably withheld.

4.2 Holidays 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 Manager shall carry forward under this Agreement all accrued sick leave that accrued prior to the Effective Date. 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 Manager may use at his or her 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 Manager's dental, eye, or other physical or medical examination or treatment by a licensed practitioner.

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

4.3.3 Physician's Certificate or Other Proof At the discretion of the General Manager, a physician's certificate or personal affidavit may be required for any period of absence for which sick leave is claimed; however, when absence is for more than five (5) consecutive workdays, Manager shall file a physician's certificate or a personal affidavit with the General Manager stating the cause of the absence.

4.3.4 Illness in the Immediate Family Leaves for illness in the immediate family are limited to six (6) workdays each calendar year in accordance with State regulations and are for the sole purpose of providing necessary care for an ill or injured member of the immediate family. Absences of more than three (3) workdays require a physician's statement indicating that the Manager's presence was required at home. Immediate family shall be defined as spouse, child, parent, brother, sister, or any individual whose relationship to the Manager is that of a dependent. In the case of the dependent, the General Manager shall grant such sick leave only when, in his or her opinion, the relationship of the sick or disabled person to the employee warrants such use of sick leave.

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 Manager is summoned to jury duty, Manager shall notify General Manager 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 Manager, 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 General Manager, Manager shall furnish a death certificate and proof of relationship. Sick leave shall not be used in lieu of Bereavement Leave.

EXHIBIT C

SUPPLEMENTAL BENEFITS AND SPECIAL CONDITIONS OF EMPLOYMENT

Notwithstanding other provisions of the Agreement, including Exhibits A and B, the following Supplemental Benefits and Special Conditions of Employment shall apply. In the event of a conflict between this Exhibit C and other provisions of the Agreement, including Exhibits A and B, Exhibit C shall govern.

1. RETURN TO PRIOR JOB CLASSIFICATION UPON TERMINATION OF AGREEMENT

Unless the Manager is terminated for cause in accordance with Section 5.2 of this Agreement or unless the Manager terminates their employment in accordance with Section 5.5 of this Agreement, Manager shall be re-assigned to the job classification that Manager held immediately prior to the Effective Date of this Agreement and afforded all the compensation and benefits in accordance with the Memorandum of Understanding in effect between the District and the Mid-Management Employees' Bargaining Unit (the "MEBU MOU") except as may be otherwise limited by this Agreement or which may be duplicative through operation of this Agreement together with the MEBU MOU.

ATTACHMENT 1

SUMMARY OF COST OF THE TERMS OF PERSONAL SERVICES AGREEMENT

No.	Item	Detail	Annual Incremental Cost or (Saving) ¹	Comments	
1	Salary	\$160,452 per year		11.9 % greater than budgeted salary of HR Supervisor	
2	Employment Status	Interim appointment is at the will of the General Manager; interim appointment ends no later than June 30, 2014, can be terminated at any time and manager returned to prior HR Supervisor classification with no severance	\$17,366	18.9% less than budgeted salary of Organizational Services Manager	
3	Deferred Compensation	Maximum match of \$2,500 per calendar year			
4	Retirement ³	<ul style="list-style-type: none"> • 2.7% at 55 Plan • Employee paid - 10.0% of salary • Employer paid - 13.7% of salary 		Benefit program is same as current position of employee except as noted below ³ Indicates benefits with increased cost related to higher salary Increase also related to greater employer paid payroll costs for FICA and Medicare	
5	Health Insurance	District Contribution: <ul style="list-style-type: none"> • CY 2013 = \$1,536 / Mo. (EE+2) • CY 2014 = \$1,524/mo. (EE+2) {Estimated} 			
6	Retiree Health Insurance ³	0% vested before 10 years 50% vesting starting at 10 years 100% vested after 20 years			
7	Share the Savings	If employee waives health insurance: <ul style="list-style-type: none"> • CY 2013 = \$ 613/mo. (EE+2) • CY 2014 = \$ 533/mo. (EE+2) 	\$8,076		
8	Dental Premiums	Paid			
9	Vision Care	Paid			
10	Basic Life Insurance	Two times salary			
11	Short Term Disability ³	60% of salary to maximum of \$1,667 per week; 29 day wait			
12	Long Term Disability ³	70% of salary to maximum of \$10,000 per month; 365 day wait			
13	Leave	35 days per year; conforms to senior manager accrual schedule	\$0 ²		30 days per year
Sub-Total			\$25,442		Additional Cost
Savings from reduction of one FTE			(\$280,252)		\$197,951 Salary & \$82,301 payroll cost and benefits on Organizational Serv. Man. as budgeted
TOTAL			(\$254,810)		Net Savings

¹ Between appointee's current position as HR Supervisor and proposed Interim Organizational Services Manager. For simplicity sake the analysis assumes appointee holds position for the full fiscal year; if the appointment is terminated before June 30, 2014 the additional cost would be proportionately less.

² Not a direct monetary expense.