

BUSINESS:

REFERENCE

<u>Recommended Action</u>	<u>Anticipated Time</u>
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8. **CONSENT CALENDAR**

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.	Authorize Task Order No. 1 for Professional Records Management Consulting Services with Records Control Services	General Manager	Approve by Motion	
B.	Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 48-15	General Manager	Approve by Resolution	
C.	Approve Revised Job Description for General Manager Classification	General Manager	Approve by Resolution	
D.	Approve Proclamation Honoring Bert Michalczyk, Retired General Manager of Dublin San Ramon Services District	Board President	Approve by Motion	

9. **BOARD BUSINESS**

A.	Review and Discuss Drought Management Program	General Manager	Discuss & Provide Direction	5 min
B.	Authorize and Direct the General Manager to Execute a Purchase Order with Andritz Separation, Inc., for Purchase of a Continuous Backwash Updraft Sand Filter for the DERWA RWTF 6th Filter Project (CIP 16-R008)	Engineering Services Manager	Approve by Motion	10 min

10. **BOARDMEMBER ITEMS**

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

11. **CLOSED SESSION**

A.	Conference with Legal Counsel – Initiation of litigation Pursuant to Paragraph (4) of subdivision (d) of Section 54956.9 (One case)			10 min
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12. **REPORT FROM CLOSED SESSION**

13. **ADJOURNMENT**

BOARD CALENDAR*

<u>Committee & Board Meetings</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Financial Affairs	November 17, 2015	4:30 p.m.	District Office
DSRSD Financing Corporation	November 17, 2015	6:00 p.m.	District Office
Regular Board Meeting	November 17, 2015	6:00 p.m.	District Office

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

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

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

October 20, 2015

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6:02 p.m. by President Edward R. Duarte.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting: President Edward R. Duarte, Vice President D.L. (Pat) Howard, Director Richard M. Halket, Director Madelyne Misheloff and Director Georgan M. Vonheeder-Leopold.

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

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

President Duarte reported that Administrative Affairs and Executive Committee meetings of the Dublin San Ramon Services District Board of Directors were held at 4:30 p.m. and 5:15 p.m., respectively, today October 20, 2015; V.P Howard and President Duarte attended these meetings. He stated that Pursuant to Government Code section 54952.3, no Director will receive any compensation or stipend for participating in more than one meeting on this date, and as further specified in DSRSD policy P100-14-2, Day of Service.

General Manager Michalczyk announced commendations received from various governmental representatives related to the Tri-Valley Heroes Award given to Dan and Rosalie Gallagher for their idea that the District provide recycled water to residents for home landscaping during the drought.

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

There was no public comment received.

6. REPORTS

A. Reports by General Manager and Staff

- Event Calendar – General Manager Michalczyk reported on the following:
 - o October 21, 2015, Zone 7 Water Agency will hold a Board meeting to consider their water rates for 2016. Administrative Services Manager Archer sent a letter

to Zone 7 transmitting the District's final thoughts and concerns on their proposal as follow-up to President Duarte's letter sent earlier this month.

- o ACWA's Fall Conference will be held December 1-4, 2015 in Indian Wells, CA. Please inform District Secretary Genzale by September 15, 2015 if interested in attending. The District is a finalist for a public outreach award.

- Correspondence to and from the Board

Date	Format	From	To	Subject	Response
10/1/15	Letter	Christopher L. Foss, City Manager, City of Dublin	Mr. Edward Duarte, President & Board of Directors	Support of Draft Water Supply, Storage, Conveyance, Quality, and Conversation Policy (Related to Item 9G)	None
10/9/15	Email	Rosalind Rogoff	Mr. Edward Duarte, President & Board of Directors	Bidding DSRSD Goodbye	None
10/14/15	Email	Bob & Peggy Siebenhaar, Siebe Innovations	Board of Directors	Request to demo an innovative water saving product	Board said material was sufficient without demonstration
10/16/15	Letter	Nelson Fialho, City of Pleasanton	Mr. Edward Duarte, President & Board of Directors	Support of Draft Water Supply, Storage, Conveyance, Quality, and Conversation Policy (Related to Item 9G)	None
10/16/15	Email	James Paxson, General Manager Hacienda	Bert Michalczyk	Comment letter on Zone 7's connection and water use fees	None
10/20/15	Email	James Paxson, General Manager Hacienda	Bert Michalczyk	Support of Draft Water Supply, Storage, Conveyance, Quality, and Conversation Policy (Related to Item 9G)	None

- B. Agenda Management (consider order of items) – General Manager Michalczyk recommended the Board take Items 11.A and 9.I, in that order, after the approval of the Consent Calendar. The Board agreed to do so. Item 11.D would not be needed if the Board approves Item 9.H.

C. Committee Reports

Administrative Affairs Committee
Executive Committee

October 20, 2015

October 20, 2015

The Board did not make comments pertaining to the meetings held.

7. APPROVAL OF MINUTES – Regular Meeting of *October 6, 2015*

Director Halket MOVED for the approval of the October 6, 2015 minutes. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

8. CONSENT CALENDAR

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

- A. Accept the Following Regular and Recurring Reports: District Financials, Warrant List, and Upcoming Board Business – Approved

9. BOARD BUSINESS

- A. Discuss Drought Management Program

General Manager Michalczyk reported that this is a standing agenda item intended for discussion by the Board, staff and the public on the District’s Drought Management Program. The current program has proven to be effective, however, this evening staff will present recommended changes to certain programmatic items that Board previously directed staff to review. Those items will be presented as separate items on this evening’s agenda for the Board’s consideration.

No members of the public addressed the Board on this topic.

The Board did not direct staff to develop further changes to the program outside of those to be considered this evening.

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

General Manager Michalczyk reported that this is a monthly standing agenda item. He reported that nothing substantive has occurred since the last monthly report to cause a recommended change in the declared community drought emergency, or the Drought Management Plan which is working as intended. He added that California has moved into a new water year as of October 1, 2015, with no telling what El Nino may or may not contribute. Last water year was one of California’s driest in terms of snow pack.

No members of the public addressed the Board on this topic.

The Board briefly discussed the matter.

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

C. Activate Stage 1 Water Supply Shortage Rates

Administrative Services Manager Archer reviewed the item and stated that staff recommends activation of Stage 1 Water Supply Shortage Rates to better align with the District's revised mandated conservation goal of 12%, per the State Water Resources Control Board, which became effective May 19, 2015. Effective January 1, 2016, District rates will increase by the previously authorized 2.3% Consumer Price Index (CPI) increase. Staff recommends activation of the Stage 1 Water Supply Rates effective November 1, 2015.

No members of the public addressed the Board on this topic.

The Board briefly discussed the matter.

Director Howard MOVED to adopt Resolution No. 85-15, activating Stage 1 Water Supply Shortage Rates under Chapter 4.40 of the District Code. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

D. Suspend or Adjust Wise Water User Credit for Fiscal Year Ending 2016

Administrative Services Manager Archer reviewed the item and reported this action is a follow-up to the activation of Stage 1 Water Supply Shortage Rates as this credit would no longer be necessary to encourage users to limit water use.

No members of the public addressed the Board on this topic.

The Board briefly discussed the matter.

Director Halket MOVED to adopt Resolution No. 86-15, suspending the FYE 2016 Wise Water User Credit effective with the enactment of Stage 1 rates for low water consumption residential customers. Director Howard SECONDED the MOTION, which CARRIED with FIVE AYES.

E. Revise Enhanced Rebate Program for Water Efficient Devices and Appliances and Lawn Replacements to Terminate Eligibility for Rebate for Replacement with Artificial Turf and Rescind Resolution No. 30-15

Operations Manager Gallagher reviewed the item and reported the proposed revision to the rebate program would exclude eligibility for rebate for artificial turf conversions for residential or commercial use. It has been determined that use of such turf is detrimental to the health of the soil it covers and is environmentally unfriendly. This revision would also make the District's program more consistent with Zone 7's current rebate program.

No members of the public addressed the Board on this topic.

The Board briefly discussed the matter.

Director Howard MOVED to adopt Resolution No. 87-15, revising the Enhanced Rebate Program for identified water saving devices and appliances and specified landscape conversions and Rescind Resolution No. 30-15. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

- F. Approve Blanket Exemptions to Water Use Prohibitions for Filling of New Spas with a Volume not greater than 5,000 gallons, for "Topping Off" Existing Pools and Spas, for Specialty Construction Purposes and for Pipeline Testing when Recycled Water is not Readily Available

Operations Manager Gallagher reviewed this item and the proposed exemptions the Board directed staff to prepare for the Board's formal consideration.

No members of the public addressed the Board on this topic.

The Board discussed the proposed exemptions and concluded that approval of the exemptions shall be made with the removal of the two words "of new" in the part of the motion pertaining to the filling of spas – originally worded as "...Blanket Exemptions to Water Use Prohibitions for Filling of New Spas..."

Director Halket MOVED to approve Blanket Exemptions to Water Use Prohibitions for Filling Spas with a Volume not greater than 5,000 gallons, for "Topping Off" Existing Pools and Spas, for Specialty Construction Purposes and for Pipeline Testing when Recycled Water is not Readily Available. Director Howard SECONDED the MOTION, which CARRIED with FIVE AYES.

- G. Accept Long Term Alternative Water Supply Study and Adopt New Water Supply, Storage, Conveyance, Quality and Conservation Policy and Rescind Resolution No. 57-06

Engineering Services Manager McIntyre reviewed the respective backgrounds, extensive timelines and robust stakeholder engagement regarding the companion items of the District's Long Term Alternative Water Supply Study and New Water Supply, Storage, Conveyance, Quality and Conservation policy. Both items have been presented to the Board on four occasions for review, discussion and direction as they progressed to completion and presentation by staff for Board acceptance this evening. Mr. McIntyre also identified next steps and available opportunities with the approval of the study and new policy.

No members of the public addressed the Board on this topic.

The Board discussed and praised the quality and impact of the completed study, and emphasized the District's desire to partner and collaborate with agencies who wish to work with the District, as the options presented in the study are meant to be collaborative and agency support is greatly appreciative to make progress.

Director Vonheeder-Leopold MOVED to adopt Resolution No. 88-15, accepting the District's Long Term Alternative Water Supply Study. Director Halket SECONDED the MOTION, which CARRIED with FIVE AYES.

Director Vonheeder-Leopold MOVED to adopt Resolution No. 89-15, adopting the new Water Supply, Storage, Conveyance, Quality and Conservation Policy and Rescind Resolution No. 57-06. Director Halket SECONDED the MOTION, which CARRIED with FIVE AYES.

H. Authorize Property Purchase from Johnson Drive Holdings I, LLC, for Field Operations Corporation Yard (CIP 16-A005)

Engineering Services Manager McIntyre introduced Principal Engineer Judy Zavadil to present this item to the Board. Ms. Zavadil explained the District's need for finding a permanent facility for the Field Operations Division (FOD), a division of the District that currently resides on an area of Camp Parks' property soon to be turned over to the City of Dublin for development. She gave a detailed presentation of the property, explained the environmental contingencies and remediation of hazardous materials currently underway by the current property owner, and the purported timeline for taking possession of the property should the Board approve this purchase and all contingencies be met.

No members of the public addressed the Board on this topic.

The Board briefly discussed the matter.

Director Howard MOVED to adopt Resolution No. 90-15, authorizing the General Manager to execute a purchase and sale agreement with Johnson Drive Holdings I, LLC. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

I. Discuss and Provide Direction on General Manager Job Description Update

Administrative Services Manager Archer introduced the item and reported that the General Manager job description has been updated as part of the process to prepare for the upcoming recruitment of the District's new General Manager. Staff surveyed nineteen other agencies to collect information with which to update the job description, which had not been updated since 1990.

No members of the public addressed the Board on this topic.

The Board concluded the updated job description was well done and, after some discussion, directed staff to remove the Professional Engineer (P.E.) certification requirement.

J. Approve Revised Board Committee Assignments for Remainder of Calendar Year 2015

President Duarte introduced the item and stated his recommendation to assign newly appointed Boardmember Madelyne Misheloff to the current vacant Board Committee representative positions for Administrative Affairs and Technical Affairs, and appoint President Duarte as the new representative for the current LAVWMA vacancy.

No members of the public addressed the Board on this topic.

The Board briefly discussed the matter.

Director Halket MOVED to approve revised Board Committee assignments for the remainder of Calendar Year 2015. Director Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FIVE AYES.

10. BOARDMEMBER ITEMS

Director Vonheeder-Leopold submitted a written report to Executive Services Supervisor Genzale. She stated that she attended Alameda County Special Districts Association (ACSDA) Executive Committee meeting on October 14, and today participated in the CASA Board conference call, EBMUD Director Frank Mellon's breakfast, and the ACWA Region 5 update meeting hosted at the District. She summarized the activities and discussions at the meetings.

President Duarte reported that he and General Manager Michalczyk attended the Contra Costa County Special Districts Association (CCSDA) meeting hosted by Central Contra Costa Sanitary District in Martinez yesterday. He summarized the activities and discussions at the meetings. He reminded staff and the Board that he will be unable to attend the November 3 Board meeting.

The Board congratulated General Manager Michalczyk on his upcoming retirement on November 2, 2015, and expressed their deep admiration and appreciation of his services over the last 25 years.

CLOSED SESSION

At 6:20 p.m. the Board went into Closed Session Item 11.A.

At 7:36 p.m. the Board went into Closed Session Item 11.B and 11.C.

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

Agency Negotiators: John Archer, Administrative Services Manager

Unrepresented Employee: General Manager

Additional Attendees: General Counsel, Carl P.A. Nelson,
Michelle Gallardo, HR Supervisor

- B. Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9: One case.
- C. Public Employee Performance Evaluation – Pursuant to Government Code Section 54957
Title: District General Counsel
- D. NOT HELD - Conference with Real Property Negotiator – Pursuant to Government Code Section 54956.8
Property: 7035 Commerce Circle, Pleasanton California
Agency Negotiator: Bert Michalczyk, General Manager
Dan Gallagher, Operations Manager
Dan McIntyre, Engineering Services Manager
Judy Zavadil, Principal Engineer - Supervisory
Carl P.A. Nelson, General Counsel
Peter McGaw, Environmental Counsel
Angela Cutting, Environmental Consultant
Negotiating Parties: Neuron Enterprises
Under Negotiation: Price, Terms and Conditions

12. REPORT FROM CLOSED SESSION

At 6:26 p.m. the Board came out of Closed Session Item 11.A. President Duarte announced that there was no reportable action.

At 8:14 p.m. the Board came out of Closed Sessions Item 11.B and 11.C. President Duarte announced that there was no reportable action.

13. ADJOURNMENT

President Duarte adjourned the meeting at 8:15 p.m.

Submitted by,

Nicole Genzale
District Secretary



Reference General Manager	Type of Action Authorize Task Order No. 1	Board Meeting of November 3, 2015
Subject Authorize Task Order No. 1 for Professional Records Management Consulting Services with Records Control Services		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation	<input type="checkbox"/> Ordinance
<input type="checkbox"/> Board Member	<input checked="" type="checkbox"/> Staff	<input type="checkbox"/> Informational
REPORT:		J. Archer

Recommendation:

The General Manager recommends the Board of Directors, by Motion, authorize the General Manager to execute Task Order No. 1 for Professional Records Management Consulting Services with Records Control Services (RCS), in an amount not to exceed \$180,000.

Summary:

In April 2013, in support of the District’s Strategic Plan Goal 5.5 - Enhance All District Records Management, a needs assessment of the District’s existing Records Management Program was conducted. A critical recommendation put forth from this assessment was to more effectively gain control of the District’s proliferating electronic content and voluminous physical records. Obtaining expert assistance to ensure proper guidance and expertise would be required In order to accomplish the associated work.

In May 2014, the Trustworthy Electronic Content System (ECMS) project (CIP 15-A006) was approved by the Board to address the deficiencies regarding the District’s electronic content, and an expert consultant was retained to assist with this effort. In kind, the District requires expert assistance to address the deficiencies regarding the District’s physical records, including reconciliation of records in the Operations Department, an area of the District that has not been well integrated into the current records management program due to a reduction of resources following impacts of the economic downturn. It is also necessary to secure such services in order to eventually transition the District’s physical records to the ECMS, which will become the future sole repository and administrative system for the District’s records. Lastly, it is imperative that the District ensure continuity of the program’s current support, maintenance and assistance in order to accomplish these goals.

Records Control Services (RCS) is uniquely qualified to perform this work, as this firm developed and implemented the District’s physical records management program over twenty years ago and has performed all necessary work to maintain, update and provide support to the program and District staff since the program’s inception. Appropriately, RCS has been identified, per the District’s purchasing guidelines, as a sole source vendor for such services. RCS will continue to provide these services in upcoming years, per the Master Agreement for Consulting Services effective through December 2020. However, upon staff and General Counsel review, the professional liability insurance provision was deemed inapplicable in the Master Agreement and so removed. The proposal from RCS is included as Attachment A to the task order and services are expected to begin immediately upon approval of the task order. Task Order No. 2 will be presented to the Board in July 2016 for the remaining funding allocated for FYE 16-17.

The funding for these services was approved and funded 100% in the two-year Operating Budget for Fiscal Years Ending 2016 & 2017 at the May 5, 2014 Board meeting.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	No	ORIGINATOR N. Genzale	DEPARTMENT Executive	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input checked="" type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0 Funds already approved-FYE’s 2016 & 2017 budget	<input type="checkbox"/> Funding Source A. 900.10.15.000.3.312 (Division 15) B. C.	Attachments to S&R 1. Task Order No. 1 2. 3.				

Records Control Services Task Order No. 1 to Agreement dated November 3, 2015

Issue Date:	November 3, 2015
Project Name and Number:	Physical Records Inventory & Improvement Program, Continued and Ongoing Services for District Records Management Program
Task Title:	Professional Consulting Services
Project Manager Name & Signature:	Nicole Genzale _____
Source of Funds:	100% Executive Services Division-Professional Services Account #900.10.15.000.3.312
Board Review Committee:	None
Account Number:	900.10.15.000.3.312
Authorization Amount:	\$180,000
Purchase Order Number:	TBD
Return Purchase Order to:	Nicole Genzale
Compensation Method:	Time and materials as per Agreement
Completion Date:	June 30, 2016
Insurance Requirements:	As per Agreement; no special requirements
Work Product:	See Attachment "A"
Digital Drawings, if applicable:	Digital files shall be in AutoCAD 2010 or higher drawing format. Drawing units shall be decimal with a precision of 0.00. Angles shall be in decimal degrees with a precision of 0. All objects and entities in layers shall be colored by layer. All layers shall be named in English. Abbreviations are acceptable. All submitted map drawings shall use the Global Coordinate system of USA, California, NAD 83 California State Planes, Zone III, U. S. foot.
Scope of Work:	See Attachment "A"
Economic Disclosure:	<input type="checkbox"/> Required – Need to include Attachment B <input checked="" type="checkbox"/> Not Required
Recommended by:	Division Manager up to \$25K (_____) Senior Manager up to \$50K (_____)

Accepted by:			
	Bruce Meier, Principal Consultant Records Control Services		Date

Authorized by:			
	John Archer, General Manager Dublin San Ramon Services District		Date

Proposal for the
Design and Implementation
of a
Physical Records Inventory & Improvement Program
for the



Operations Department - Wastewater Treatment Plant

October 9, 2015



4638 Park Boulevard,
Oakland, California 94603
Office: 510-530-6033
Primary Cell: 510-520-1635

Bruce G. Meier, CRM
President

© This proposal was developed for and submitted to Dublin San Ramon Services District, and it contains trademarked and copyrighted proprietary information of Records Control Services, Inc. These proprietary methods and information must not be made available or transferred in any form whatsoever to any person or organization outside of Dublin San Ramon Services District or its agents. By accepting and/or maintaining a copy of this proposal, all parties mentioned above agree to this statement. This proposal supersedes all previous proposals submitted to Dublin San Ramon Services District by Records Control Services, Inc.

Executive Summary

Records Control Services, Inc. (RCS), a firm of information resource management specialists of Danville, California, proposes to provide professional expertise for the Dublin San Ramon Services District (District), Operations Department (Department), Wastewater Treatment Plant divisions, by designing and implementing a Records Improvement Program for managing, storing, tracking and retrieving active and inactive documents, providing the basis for a uniform, legally acceptable Records Management Program.

Objectives:

Implementation of this program, in total, will provide the Department with:

- A complete inventory of designated active records in departmental storage areas.
- An accurate, uniform filing index for classifying paper and electronic documents.
- Cost effective equipment and supplies for program management.
- Conversion of Laboratory active files to a uniform, color-coded filing system.
- Designated employees trained in system maintenance and procedures.

Phases in this proposal include a complete inventory of all active file folders managed in the Department's divisional storage areas, refining the uniform records series index for classifying records, and the physical conversion of designated Laboratory active records into a highly efficient, color-coded filing structure.

To assist in creating, tracking and managing the program, the Electronic Records Management System software used in the District Office records management program will be expanded to include the Department's Wastewater Treatment Plant divisions.

To implement the program as recommended, the District must purchase certain supplies and/or equipment. Estimates for these materials are included for budgeting purposes only. The District will likely receive better pricing on supplies through its approved providers, and RCS will use the District's recycled filing supplies where available.

Phases will be implemented by Task Order to the RCS master service agreement. Please reference the proposal that follows this section for details on implementation of the program.

Active Records Inventory & Laboratory Conversion:

RCS Professional Fees and Labor:	\$ 98,100.00
Supplies (estimate):	\$ 6,194.34
Equipment (estimate):	\$ 6,441.61
RCS Travel Expenses (estimate):	\$ 3,753.60
Total:	\$ 114,489.54

RCS Professional Fees & Labor include costs for system development and labor for implementation of the program based on the chosen Phase.

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Implementation may begin at a mutually convenient date, following receipt by RCS of a contract (of which this proposal becomes a part), purchase order, or the signed approval and acceptance of a remittance copy of this proposal.

See Terms and Disclaimer sections within this proposal for additional software, supply and equipment estimate information, and for RCS service and professional fee payment details.

Survey Report and Recommendations

Introduction

At the request of Ms. Nicole Genzale, Executive Services Supervisor/District Secretary, RCS obtained estimated volumes of centralized active records for the Operations Department (Department) divisions at the Wastewater Treatment Plant (Plant) located at 7399 Johnson Drive, Pleasanton.

This report contains the result of the survey, and includes recommendations and proposals for the design and implementation of a Records Improvement Program for managing, storing and retrieving documents, providing the basis for a uniform, legally acceptable Records Management Program.

If implemented in its entirety, this program will integrate designated records into a uniform filing system, and significantly reduce administrative expenses incurred through document management, storage and retrieval.

Implementation may begin at a mutually convenient date, following receipt by RCS of a contract (of which this proposal becomes a part), purchase order, or the signed approval and acceptance of a remittance copy of this proposal.

Purpose

The purpose of the survey was to observe current record handling practices and determine the volume of records kept in decentralized filing equipment within Department divisions at the Plant.

The purpose of this proposal is to provide the Department with records improvement program design and implementation services to allow highly efficient information storage and retrieval.

Scope

Implementation of the program provides records management program design and implementation services for the Laboratory's active records, and a comprehensive file inventory for additional Department divisions, located in filing equipment, drawers, shelving and inactive records boxes within the Plant located at 7399 Johnson Drive in Pleasanton, California.

Survey Observations

In November 2014, RCS conducted a walk-through survey of records storage areas within the Department. The results of the survey are summarized below.

Plant Divisions:

Divisions at the Plant, in total, maintain an estimated 8,434 linear filing feet (15,085 linear filing inches) of active and inactive records stored in the decentralized filing areas. This amounts to approximately 23,194 pounds, or 12 tons, of paper.

A majority of the records are not recorded in the Versatile records management software system. This makes determining activity status difficult for the responsible staff members.

A significant amount of this information is inactive or obsolete, and can be disposed out of existing filing equipment.

Plant Laboratory:

The Laboratory maintains an estimated 128 linear filing feet (1,539 linear filing inches) of active records stored in the Laboratory's decentralized filing areas. This amounts to approximately 4,232 pounds, or 2.1 tons, of paper.

These essential records must be efficiently managed and protected, and rapidly accessible to complete business processes within the Laboratory.

Records are housed in pedestal and lateral filing cabinets, wooden drawers, and in boxes and loose volumes within the Laboratory's storage areas. File cabinet drawers hold between 30 and 42 inches of filing capacity, and storage areas hold an average of 14 records per linear filing foot.

Most records are stored in letter-sized manila file folders and loose volumes within drawers.

Where existing, identifying titles are printed on straight-cut end-tab labels, or hand written on the top of the file folders. Inconsistency in label information and location impedes "eyewash" and the ability to rapidly find folders when searching the filing system.

Recommendations

The goal of a comprehensive records management program is to control the creation, acquisition, processing, maintenance, storage and final disposition of all recorded information, regardless of form or media, handled during normal business practices.

To be successful, a comprehensive program should eventually include all offices in the District, and must have the full support of the administrative team as well as that of the District's executive management team and the District Council. Implementation of such a program would result in significant savings for the District through:

- Safe, highly efficient storage and retention of all records in accordance with Federal, State and Local regulations.
- Rapid access to all active, semi-active and inactive records stored in offices or off-site facilities.
- Immediate reduction of misfiled and lost information.
- Cost effective use of prime office and storage space.
- Timely disposal of obsolete records through approved retention schedules.
- Protection of vital records from natural or man-made disasters.

RCS recommends a Records Management Policy be adopted by the Board of Directors to form the foundation of a legally acceptable Records and Information Management (RIM) Program. A full RIM program should be implemented in several segments as follows:

1. Inactive records storage review and inventory.
2. Active files management with a uniform filing system.
3. Records retention management with approved retention periods and schedules.
4. Electronic document management and tracking systems.
5. A Vital Records Protection and Disaster Recovery Program.

Detailed proposals for each segment, as needed, will be submitted upon request of the District.

Approach

This proposal provides phased, turnkey implementation and integration of designated hardcopy records into a uniform filing system.

All work will be completed by RCS onsite in District offices. RCS staff requires a work area located near the Laboratory's record storage areas, with a work surface and District network access, to complete the data entry and file folder conversion processes.

Assistance is needed from Laboratory staff to review inventory lists, classify records and approve label formats. Staff assistance is minimal and will not significantly disrupt daily activities.

Return on Investment

Based upon industry standards, 3% of all records are misfiled and 7.5% are considered lost. Misfiled and lost records cost \$120 and \$250 respectively to relocate or recreate¹.

¹ Figures provided by Coopers & Lybrand, 1999.

Therefore, the District, its agents and contractors incur the following combined annual administrative costs for information management and access:

453 misfiled records @ \$120 each:	\$ 54,306
1,131 lost records @ \$250 each:	\$ 282,843
	\$ 337,149 annually

Implementation of a structured RIM program will virtually eliminate these costs by improving record tracking and retrieval time, and drastically reducing misfiled and lost records. Based on these figures, the District's return on investment for project implementation occurs within 1 year in each department or division.

Proposal for the Design and Implementation of a Records Improvement Program

This proposal presents project tasks and time estimates for the design and implementation of a Records Improvement Program for the Dublin San Ramon Services District (District), Operations Department (Department), Wastewater Treatment Plant (Plant) divisions. Implementation of this program, in its entirety, will provide a highly efficient indexing, storage, retrieval and disposition system for designated records.

Phase 1 – Analytical Laboratory Active Records Inventory & Classification

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Plant's Analytical Laboratory (Lab).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District's Administrative Offices to accurately identify record series maintained in the Lab, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. A – Operations Building

Phase Tasks

1. Introduce the project to the Lab's management and staff.
2. Designate a Records Coordinator as the Lab's project point person.
3. Review the Laboratory's records inventory in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
4. Configure Versatile for data entry and project implementation.
5. Inventory missing records into Versatile.
6. Refine the UFFS™ Index to accurately identify records series within the Lab.
7. Review updated inventory reports with the Records Coordinator and designated staff.
8. Classify records into the UFFS™ Index, refine the index as needed.
9. Designate any inactive records for storage or destruction, as needed.
10. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
11. Prepare any obsolete records for destruction approvals, as needed.
12. Coordinate workstation installation and access to Versatile with the District's Information Services Department.

RCS will review the Lab's current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator, and Lab staff as needed, to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in the Lab.

Any records designated as inactive are boxed and prepared for storage in the District's Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District's network. RCS also requires administrator-level access to

the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

Professional Fees and Labor:	\$ 10,500.00
Supplies (estimate):	\$ 267.92
Travel Expenses (estimate):	<u>\$ 441.60</u>
Total phase cost:	\$ 11,209.52

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

- Progress payment 1: \$3,570.00 at phase initiation
- Progress payment 2: \$3,465.00 after completion of Phase Task 5
- Progress payment 3: \$3,465.00 after completion of Phase Task 12

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide the Lab with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all Lab records.

Phase Duration Estimate

Depending upon Lab staff availability and prior RCS client obligations, this phase can be completed in approximately 7 to 10 weeks after initiation.

Phase 2 – Analytical Laboratory Physical File Conversion

In this phase, labels containing relevant content information, barcodes and color-coded reference tags are printed and placed on side-tab folders in a standard format for ease of viewing. By reducing administrative time to locate folders, color-coding is the most efficient method of filing and retrieving physical documents.

Division Location

WWTP Bldg. A – Operations Building

Phase Tasks

1. Review current supplies and equipment; recommend improvements.
2. Design label format(s); review with the Records Coordinator and approve.
3. Print new color-coded labels on durable, self-adhesive label stock.
4. Convert designated active files into the color-coded filing system.
5. Coordinate equipment installation, as needed.
6. Reorganize files by record series code in new and/or existing equipment.
7. Prepare an Active Records Management Manual with maintenance procedures and label format documents.
8. Train the Records Coordinator and designated staff in program maintenance procedures.

After classification into the UFFS™ Index, RCS will design and print color-coded labels containing information about the file contents. Color-coded label content will depend upon the record classification and may include, but is not limited to, the following formats:

- Project number
- Record series code

Labels are then applied to new end-tab file folders, or to new end-tab expandable pocket folders where needed. RCS may use recycled filing supplies in good condition from the District Office.

Any documents fastened in current file folders will remain in fasteners but will not be physically fastened to the new folder. Documents relocated to expandable pocket folders remain in fasteners but are not physically attached to the pocket folder. Loose papers remain unfastened within the new file or pocket folders.

Any records designated as inactive or obsolete in Phase 1 are not converted to the new color coded system.

Upon completion of the conversion, file folders are organized within new and/or existing open-shelf equipment by record series code, as presented in the UFFS™ Index, and then by label description.

RCS will provide manuals and procedures for program maintenance to the Lab Records Coordinator. The Records Coordinator and selected staff are trained on filing system maintenance.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District's network, and access to a color laser printer near the workspace for label printing.

Phase Implementation Costs

Professional Fees and Labor:	\$ 13,400.00
Supplies (estimate):	\$ 4,128.11
Equipment (estimate):	\$ 6,441.61
Travel Expenses (estimate):	<u>\$ 515.20</u>
Total phase costs:	\$ 24,484.92

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

- Progress payment 1: \$4,556.00 at phase initiation
- Progress payment 2: \$4,422.00 after completion of Phase Task 4
- Progress payment 3: \$4,422.00 after completion of Phase Task 8

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended in this proposal, the District must purchase certain supplies and equipment. Estimates for these materials are based on retail vendor pricing as of the date of this proposal.

Supplies estimates include:

- Letter-sized end-tab manila file folders without fasteners
- Letter-sized 3.75-inch capacity end-tab pocket folders
- Color-coding labels
- Vinyl out guides
- Miscellaneous conversion supplies
- Tax and shipping estimates

Equipment estimates include:

- Modular, open shelf filing equipment with a capacity of 1,755 linear filing inches.
- Wire desk racks and buckets
- Equipment installation
- Taxes and shipping estimates

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase, in total, will provide the Lab with:

- A highly efficient system for storing, tracking and managing active records.
- Cost effective equipment and supplies for active filing systems.
- Procedures and manuals for database and program maintenance.
- Management and staff trained in program procedures.

Phase Duration Estimate

Depending upon Lab staff availability and prior RCS client obligations, this phase can be completed in approximately 8 to 10 weeks after initiation.

Phase 3 – Engineering Annex Inventory

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Engineering Department’s Plant annex (Engineering).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District’s Administrative Offices to accurately identify record series maintained in Engineering, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. A – Operations Building

Phase Tasks

1. Introduce the project to Engineering staff.
2. Designate a Records Coordinator as the project point person.
3. Review Engineering’s records in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
4. Configure Versatile for data entry and project implementation.
5. Inventory records into Versatile.
6. Refine the UFFS™ Index to accurately identify records series within Engineering.
7. Review inventory reports with the Records Coordinator and designated staff, as needed.
8. Classify records into the UFFS™ Index, refine the index as needed.
9. Designate any inactive records for storage or destruction, as needed.
10. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
11. Review associated Engineering retention schedules, if any.
12. Prepare any obsolete records for destruction approvals, as needed.

RCS will review Engineering’s current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator, and Engineering staff as needed, to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in Engineering.

Any records designated as inactive are boxed and prepared for storage in the District’s Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District’s network. RCS also requires administrator-level access to the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

RCS Professional Fees and Labor:	\$ 7,000.00
Supplies (estimate):	\$ 232.74
RCS Travel Expenses (estimate):	<u>\$ 257.60</u>
Total:	\$ 7,490.34

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$2,380.00 at phase initiation

Progress payment 2: \$2,310.00 after completion of Phase Task 5

Progress payment 3: \$2,310.00 after completion of Phase Task 12

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide Engineering with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all Plant Engineering records.

Phase Duration Estimate

Depending upon Engineering staff availability and prior RCS client obligations, this phase can be completed in approximately 5 to 8 weeks after initiation.

Phase 4 – Plant Operations Inventory

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Operations Department’s Plant Operations division (Plant Operations).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District’s Administrative Offices to accurately identify record series maintained in Plant Operations, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. A – Operations Building

Phase Tasks

1. Introduce the project to Plant Operations staff.
2. Designate a Records Coordinator as the project point person.
3. Review Plant Operations’ records in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
4. Configure Versatile for data entry and project implementation.
5. Inventory records into Versatile.
6. Refine the UFFS™ Index to accurately identify records series within Plant Operations.
7. Review inventory reports with the Records Coordinator and designated staff, as needed.
8. Classify records into the UFFS™ Index, refine the index as needed.
9. Designate any inactive records for storage or destruction, as needed.
10. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
11. Review associated Plant Operations retention schedules, if any.
12. Prepare any obsolete records for destruction approvals, as needed.

RCS will review Plant Operations’ current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator, and Plant Operations staff as needed, to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in Plant Operations.

Any records designated as inactive are boxed and prepared for storage in the District’s Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District’s network. RCS also requires administrator-level access to the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

RCS Professional Fees and Labor:	\$ 10,500.00
Supplies (estimate):	\$ 70.36
RCS Travel Expenses (estimate):	<u>\$ 404.80</u>
Total:	\$ 10,975.16

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$3,570.00 at phase initiation

Progress payment 2: \$3,465.00 after completion of Phase Task 5

Progress payment 3: \$3,465.00 after completion of Phase Task 12

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide Plant Operations with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all Plant Operations records.

Phase Duration Estimate

Depending upon Plant Operations staff availability and prior RCS client obligations, this phase can be completed in approximately 7 to 9 weeks after initiation.

Phase 5 – Industrial Users Inventory

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Industrial Users division (Industrial Users).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District's Administrative Offices to accurately identify record series maintained in Industrial Users, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. A – Operations Building

Phase Tasks

1. Introduce the project to Industrial Users staff.
2. Designate a Records Coordinator as the project point person.
3. Review Industrial Users' records in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
4. Configure Versatile for data entry and project implementation.
5. Inventory records into Versatile.
6. Refine the UFFS™ Index to accurately identify records series within Industrial Users.
7. Review inventory reports with the Records Coordinator and designated staff, as needed.
8. Classify records into the UFFS™ Index, refine the index as needed.
9. Designate any inactive records for storage or destruction, as needed.
10. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
11. Review associated Industrial Users retention schedules, if any.
12. Prepare any obsolete records for destruction approvals, as needed.

RCS will review Industrial Users' current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator, and Industrial Users staff as needed, to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in Industrial Users.

Any records designated as inactive are boxed and prepared for storage in the District's Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District's network. RCS also requires administrator-level access to the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

RCS Professional Fees and Labor:	\$ 9,100.00
Supplies (estimate):	\$ 267.92
RCS Travel Expenses (estimate):	<u>\$ 331.20</u>
Total:	\$ 9,699.12

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$3,094.00 at phase initiation

Progress payment 2: \$3,003.00 after completion of Phase Task 5

Progress payment 3: \$3,003.00 after completion of Phase Task 12

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide Industrial Users with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all Industrial Users records.

Phase Duration Estimate

Depending upon Industrial Users staff availability and prior RCS client obligations, this phase can be completed in approximately 7 to 10 weeks after initiation.

Phase 6 – Environmental Compliance Inventory

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Environmental Compliance Division (Environmental Compliance).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District's Administrative Offices to accurately identify record series maintained in Environmental Compliance, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. A – Operations Building

Phase Tasks

1. Introduce the project to Environmental Compliance staff.
2. Designate a Records Coordinator as the project point person.
3. Review Environmental Compliance's records in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
4. Configure Versatile for data entry and project implementation.
5. Inventory records into Versatile.
6. Refine the UFFS™ Index to accurately identify records series within Environmental Compliance.
7. Review inventory reports with the Records Coordinator and designated staff, as needed.
8. Classify records into the UFFS™ Index, refine the index as needed.
9. Designate any inactive records for storage or destruction, as needed.
10. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
11. Review associated Environmental Compliance retention schedules, if any.
12. Prepare any obsolete records for destruction approvals, as needed.

RCS will review Environmental Compliance's current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator, and Environmental Compliance staff as needed, to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in Environmental Compliance.

Any records designated as inactive are boxed and prepared for storage in the District's Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District's network. RCS also requires administrator-level access to the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

RCS Professional Fees and Labor:	\$ 8,400.00
Supplies (estimate):	\$ 62.24
RCS Travel Expenses (estimate):	\$ 404.80
Total:	\$ 8,867.04

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

- Progress payment 1: \$2,856.00 at phase initiation
- Progress payment 2: \$2,772.00 after completion of Phase Task 5
- Progress payment 3: \$2,772.00 after completion of Phase Task 12

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide Environmental Compliance with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all Environmental Compliance records.

Phase Duration Estimate

Depending upon Environmental Compliance staff availability and prior RCS client obligations, this phase can be completed in approximately 6 to 9 weeks after initiation.

Phase 7 – Switch Room / Library / Covello Inactive Inventory

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Switch Room Area (Switch Room).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District’s Administrative Offices to accurately identify record series maintained in the Switch Room, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. D – MCC D

Phase Tasks

1. Designate a Records Coordinator as the project point person.
2. Review the Switch Room records in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
3. Configure Versatile for data entry and project implementation.
4. Inventory records into Versatile.
5. Refine the UFFS™ Index to accurately identify records series within the Switch Room.
6. Review inventory reports with the Records Coordinator and designated staff, as needed.
7. Classify records into the UFFS™ Index, refine the index as needed.
8. Designate any inactive records for storage or destruction, as needed.
9. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
10. Review associated Switch Room retention schedules, if any.
11. Prepare any obsolete records for destruction approvals, as needed.

RCS will review the Switch Room’s current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in the Switch Room.

Any records designated as inactive are boxed and prepared for storage in the District’s Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District’s network. RCS also requires administrator-level access to the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

RCS Professional Fees and Labor:	\$ 12,600.00
Supplies (estimate):	\$ 355.87
RCS Travel Expenses (estimate):	\$ 441.60
Total:	<u>\$ 13,397.47</u>

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$4,284.00 at phase initiation

Progress payment 2: \$4,158.00 after completion of Phase Task 4

Progress payment 3: \$4,158.00 after completion of Phase Task 11

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide the Switch Room Area with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all Switch Room Area records.

Phase Duration Estimate

Depending upon the Switch Room staff availability and prior RCS client obligations, this phase can be completed in approximately 9 to 12 weeks after initiation.

Phase 8 – Maintenance & Safety Inventory

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Maintenance & Safety division (Maintenance).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District's Administrative Offices to accurately identify record series maintained in Maintenance, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. S – Maintenance Building

Phase Tasks

1. Introduce the project to Maintenance staff.
2. Designate a Records Coordinator as the project point person.
3. Review Maintenance's records in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
4. Configure Versatile for data entry and project implementation.
5. Inventory records into Versatile.
6. Refine the UFFS™ Index to accurately identify records series within Maintenance.
7. Review inventory reports with the Records Coordinator and designated staff, as needed.
8. Classify records into the UFFS™ Index, refine the index as needed.
9. Designate any inactive records for storage or destruction, as needed.
10. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
11. Review associated Maintenance retention schedules, if any.
12. Prepare any obsolete records for destruction approvals, as needed.

RCS will review Maintenance's current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator, and Maintenance staff as needed, to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in Maintenance.

Any records designated as inactive are boxed and prepared for storage in the District's Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District's network. RCS also requires administrator-level access to the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

RCS Professional Fees and Labor:	\$ 5,600.00
Supplies (estimate):	\$ 127.19
RCS Travel Expenses (estimate):	<u>\$ 220.80</u>
Total:	\$ 5,947.99

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$1,904.00 at phase initiation

Progress payment 2: \$1,848.00 after completion of Phase Task 12

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide Maintenance & Safety with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all Maintenance & Safety records.

Phase Duration Estimate

Depending upon Maintenance staff availability and prior RCS client obligations, this phase can be completed in approximately 4 to 6 weeks after initiation.

Phase 9 – Fleet Inventory

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Fleet division (Fleet).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District’s Administrative Offices to accurately identify record series maintained in Fleet, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. Q – Fleet Maintenance

Phase Tasks

1. Introduce the project to Fleet’s management and staff.
2. Designate a Records Coordinator as the project point person.
3. Review Fleet’s records in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
4. Configure Versatile for data entry and project implementation.
5. Inventory records into Versatile.
6. Refine the UFFS™ Index to accurately identify records series within Fleet.
7. Review inventory reports with the Records Coordinator and designated staff, as needed.
8. Classify records into the UFFS™ Index, refine the index as needed.
9. Designate any inactive records for storage or destruction, as needed.
10. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
11. Review associated Fleet retention schedules, if any.
12. Prepare any obsolete records for destruction approvals, as needed.

RCS will review Fleet’s current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator, and Fleet staff as needed, to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in Fleet.

Any records designated as inactive are boxed and prepared for storage in the District’s Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District’s network. RCS also requires administrator-level access to the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

RCS Professional Fees and Labor:	\$ 3,500.00
Supplies (estimate):	\$ 35.18
RCS Travel Expenses (estimate):	<u>\$ 147.20</u>
Total:	\$ 3,682.38

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$1,750.00 at phase initiation

Progress payment 2: \$1,750.00 after completion of Phase Task 12

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide Fleet with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all Fleet division records.

Phase Duration Estimate

Depending upon Fleet staff availability and prior RCS client obligations, this phase can be completed in approximately 2 to 4 weeks after initiation.

Phase 10 – MF/RO Inventory

Implementation of this phase provides a uniform, functional filing system for decentralized active records within the Membrane Filtration / Reverse Osmosis area (MF/RO).

Inventory reports help refine the Uniform Functional Filing System™ (UFFS™ Index) created in the District’s Administrative Offices to accurately identify record series maintained in MF/RO, and allow management to review and designate records for inactive storage or other disposal.

Division Location

WWTP Bldg. R – MF UV

Phase Tasks

1. Designate a Records Coordinator as the project point person.
2. Review MF/RO’s records in the Versatile Electronic Records Management System (Versatile) and compare to current record holdings.
3. Configure Versatile for data entry and project implementation.
4. Inventory records into Versatile.
5. Refine the UFFS™ Index to accurately identify records series within MF/RO.
6. Review inventory reports with the Records Coordinator and designated staff, as needed.
7. Classify records into the UFFS™ Index, refine the index as needed.
8. Designate any inactive records for storage or destruction, as needed.
9. Prepare designated inactive records for storage:
 - a. Create inactive box entries in Versatile.
 - b. Assign box number labels to inactive boxes.
 - c. Associate inventoried inactive records with the assigned box number.
10. Review associated MF/RO retention schedules, if any.
11. Prepare any obsolete records for destruction approvals, as needed.

RCS will review MF/RO’s current file inventory listings in Versatile and compare the entries to existing files in active storage areas. Files not entered into Versatile are added based on existing folder label titles.

RCS will then work with the designated Records Coordinator, and MF/RO staff as needed, to review inventory reports, classify records into the UFFS™ Index, and designate files as active, inactive or obsolete. RCS will refine the UFFS™ Index to accurately list records series (types of records) maintained in MF/RO.

Any records designated as inactive are boxed and prepared for storage in the District’s Records Center. RCS will create entries for each box in Versatile, assign the file folders to the corresponding box entry, and label boxes for storage.

Any records designated as obsolete are similarly prepared for destruction approval and processing.

RCS requires access the Versatile software using secure company laptops, or capable District computers, connected to the District’s network. RCS also requires administrator-level access to the database server via Microsoft SQL Server Management to allow data importing and exporting.

Phase Implementation Costs

RCS Professional Fees and Labor:	\$ 17,500.00
Supplies (estimate):	\$ 646.79
RCS Travel Expenses (estimate):	<u>\$ 588.80</u>
Total:	\$ 18,735.59

Professional Fees & Labor include all costs for system development and RCS labor for program implementation. Invoices for RCS Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$5,950.00 at phase initiation

Progress payment 2: \$5,775.00 after completion of Phase Task 4

Progress payment 3: \$5,775.00 after completion of Phase Task 11

See Terms and Disclaimer sections of this proposal for RCS service and professional fee payment details.

To implement the program as recommended, the District must purchase certain supplies. Estimates above are based on retail vendor pricing as of the date of this proposal.

Supply estimates include:

- Inactive storage boxes
- Self-adhesive labels
- Taxes and shipping

RCS does not sell any supplies, equipment or software and all estimates are based on direct purchase from vendors. Listed items may be purchased at a discount through the District's vendors, provided that they are of comparable quality to RCS recommendations.

Phase Results

Implementation of this phase will provide MF/RO with:

- Integration into the Electronic Records Management System for tracking and managing physical records.
- A comprehensive inventory of all active records.
- Inactive and obsolete records processed for storage or destruction, respectively.
- Refining the UFFS™ Index to identify and classify all MF/RO division records.

Phase Duration Estimate

Depending upon MF/RO staff availability and prior RCS client obligations, this phase can be completed in approximately 13 to 15 weeks after initiation.

Terms:

- Unless otherwise noted, professional fees include all costs for labor and are firm for a period of 60 days from the date of this proposal. RCS reserves the right to extend this period to allow for annual budgeting processes.
- Invoices will be due upon receipt by the District, and payment must be received by RCS within 30 days of the invoice date. If payment is not received within 30 days of the invoice date, the invoice will be resubmitted with a 2.5% late fee and a \$75.00 administrative charge added to the total invoice amount. Late fees are compounded for each 30-day late period.
- Additional contact time unrelated to this proposal will be billed at \$200.00 per hour, in 15-minute minimum increments. RCS will notify the District prior to incurring any unrelated contact time, and obtain approvals from Laboratory management or designated project manager.
- RCS does not sell supplies, equipment or software, nor does RCS maintain a reseller's license. Therefore, all software, supply and equipment costs are estimates based on RCS recommended vendors. Software, supplies and equipment may be purchased through the District's current vendors, provided that they are of comparable quality to RCS recommendations.
- Unless otherwise noted, taxes, shipping, handling, maintenance and/or other support costs are not included in this proposal.
- All travel expenses are estimates. Actual expenses will be billed periodically as incurred by RCS staff and principals.
- Project duration estimates depend upon District staff availability. If project implementation is delayed due to availability of District staff, RCS reserves the right to modify payment schedules according to completed project tasks and/or delay timelines.
- Project tasks are presented in the anticipated order of implementation. RCS reserves the right to modify the order of project tasks to efficiently complete implementation, as necessary.
- TM UFFS, Unified Functional Filing System, and the index structure and format are trademarked proprietary information by Records Systems Associates, Inc. 1976. All rights reserved. All program tasks, recommendations, suggestions and/or other project development information are the proprietary information of Records Control Services, Inc. Any and all information contained in this proposal, or its attachments, if any, shall not be released or made available to any entity outside of the District or its agents.

Disclaimer:

All recommendations, management systems, research or other information or work papers resulting from implementation of this proposal are suggestions to the District. The District is responsible for the disposition or destruction of any documents designated active, inactive or obsolete. RCS will not alter or destroy, in any way, District documents, regardless of format, without specific written approval from the District or its authorized agents. RCS will not be responsible for damages or losses to the District or its agents, monetary or otherwise, resulting from implementation of this proposal or program, including, but not limited to, destruction of records by the District, or other damage or loss of District documents, records and/or other information or sources of information.

In addition to design and implementation of services mentioned above, this proposal may include development of suggested record retention periods and schedules. Record retention periods are often arbitrary time periods based upon industry operational requirements. If required, RCS will perform a reasonable search of specific record retention information resources to obtain suggested retention periods for designated District records and information. The District is responsible for reviewing and approving any suggested retention periods with their legal counsel, the executive management team, and the District Council, prior to implementation and/or document disposition or destruction.

This proposal offers services and materials to the District in the form of system development, suggestions, recommendations, legal research, reports, forms, and/or other documents or actions (Products) that are copyrighted, trademarked and/or proprietary work of RCS. Per Government Code 6254.7 Subsection (d), RCS reserves the right to protect its interests by restricting distribution of certain Products outside of the District while still allowing transparency within the California Public Records Act.

By accepting and implementing this proposal, the District agrees to this disclaimer and all terms mentioned herein, and shall indemnify, defend and hold harmless RCS against any and all damages resulting from the design and/or implementation of recommendations and/or suggestions within this proposal, except for loss or damage caused by the willful misconduct or sole negligence of RCS.

Client Approval and Acceptance:

The Dublin San Ramon Services District accepts this proposal and its contents for the design and implementation of a records inventory and improvement program for designated Operations Department, Wastewater Treatment Plant divisional records, as provided by Records Control Services, Inc., dated October 9, 2015.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Bruce G. Meier, CRM
President
Records Control Services, Inc.



Reference General Manager	Type of Action Adopt Pay Schedule	Board Meeting of November 3, 2015
Subject Adopt Pay Schedule in Accordance with California Code of Regulations, Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and Rescind Resolution No. 48-15		
<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	J. Archer
		<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors adopt, by Resolution, the District Pay Schedule in accordance with California Code of Regulations (CCR), Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule and rescind Resolution No. 48-15.

Summary:

Per Resolution No. 48-15, the Board of Directors adopted the publicly available pay schedule in accordance with California Code of Regulations (CCR), Title 2, Section 570.5, Requirement for a Publicly Available Pay Schedule.

The pay schedule has been updated to reflect the Interim General Manager salary as approved by the Board of Directors in Resolution No. 83-15 on October 6, 2015, Amendment No. 1 to the Personal Services Agreement with John Archer. The salary for General Manager has also been removed from the pay schedule until such time as the Board selects and appoints a new General Manager.

The regulation specifies that compensation earnable is defined in statute and further clarified by CCR, Title 2, Section 570.5, and that salaries shall be “duly approved and adopted by the employer’s governing body in accordance with requirements of applicable public meetings laws.” Therefore, only those pay amounts that meet the definition of compensation earnable can be used when calculating retirement benefits. This regulation applies to all employers reporting compensation to CalPERS.

This pay schedule shall reflect salaries currently in place and previously agreed to by the District in accordance with the various Memoranda of Understanding and the Personal Services Agreements.

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

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, AND RESCINDING RESOLUTION NO. 48-15

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 48-15, the Board-adopted pay schedule was approved on June 16, 2015; and

WHEREAS, pursuant to Resolution No. 2-15, adopted January 20, 2015, this Board approved and authorized execution of an agreement for personal services with John Archer as Administrative Services Manager ("The Agreement"); and

WHEREAS, pursuant to Resolution No. 83-15, adopted October 6, 2015, this Board approved Amendment No. 1 to The Agreement appointing John Archer as Interim General Manager; and

WHEREAS, the specific language of The Agreement establishes a change in salary.

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

(1) That the attached pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" attached hereto and incorporated herein by reference is approved and adopted, and Resolution No. 48-15 is hereby rescinded and attached as Exhibit "B."

(2) That the pay schedule approved and adopted by this resolution shall be periodically

Res. No. _____

updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 3rd day of November 2015, and passed by the following vote:

AYES:

NOES:

ABSENT:

Edward R. Duarte, President

ATTEST: _____
Nicole Genzale, District Secretary

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

In accordance with Board-approved resolutions and the District's established payroll procedures (26 pay periods per year, 14 days per pay period).
Time base for each pay rate: Full time employee (1.0 FTE), 40 hours per work week.

Non-Exempt, Hourly Classifications	Code	Effective Date	Resolution #	Monthly Salary					Hourly Pay Rate				
				Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNT CLERK I	cacck1	12/22/2014	73-11	4510	4737	4972	5222	5482	26.0192	27.3288	28.6846	30.1269	31.6269
ACCOUNT CLERK II	cacck2	12/22/2014	73-11	4961	5209	5470	5744	6032	28.6212	30.0519	31.5577	33.1385	34.8000
ACCOUNTANT I	pacct1	12/22/2014	74-11	6910	7255	7618	7999	8399	39.8654	41.8558	43.9500	46.1481	48.4558
ACCOUNTING TECHNICIAN I	cactc1	12/22/2014	73-11	5501	5778	6067	6370	6688	31.7365	33.3346	35.0019	36.7500	38.5846
ACCOUNTING TECHNICIAN II	cactc2	12/22/2014	73-11	6051	6353	6672	7006	7356	34.9096	36.6519	38.4923	40.4192	42.4385
ADMIN ASSISTANT I - CONFIDENTIAL	hadas1	12/22/2014	76-11	5239	5500	5777	6065	6366	30.2250	31.7308	33.3288	34.9904	36.7269
ADMIN ASSISTANT II - CONFIDENTIAL	hadas2	12/22/2014	76-11	5759	6048	6350	6669	7002	33.2250	34.8923	36.6346	38.4750	40.3962
ADMINISTRATIVE ANALYST I	padan1	12/22/2014	74-11	7565	7943	8341	8758	9196	43.6442	45.8250	48.1212	50.5269	53.0538
ADMINISTRATIVE ASSISTANT I	cadas1	12/22/2014	73-11	4562	4788	5030	5281	5543	26.3192	27.6231	29.0192	30.4673	31.9788
ADMINISTRATIVE ASSISTANT II	cadas2	12/22/2014	73-11	5018	5271	5533	5810	6100	28.9500	30.4096	31.9212	33.5192	35.1923
ADMINISTRATIVE TECHNICIAN	cadmtc	12/22/2014	73-11	5895	6191	6500	6825	7167	34.0096	35.7173	37.5000	39.3750	41.3481
ADMINISTRATIVE TECHNICIAN-CONFIDENTIAL	hadmtc	12/22/2014	76-11	6140	6447	6767	7107	7464	35.4231	37.1942	39.0404	41.0019	43.0615
CO-GENERATION SPECIALIST	ccogsp	12/22/2014	73-11	7914	8312	8726	9164	9620	45.6577	47.9538	50.3423	52.8692	55.5000
COMMUNITY AFFAIRS SPECIALIST I	pcafs1	12/22/2014	74-11	7251	7613	7995	8394	8814	41.8327	43.9212	46.1250	48.4269	50.8500
CONSTRUCTION INSPECTOR I	ccoin1	12/22/2014	73-11	6774	7111	7468	7841	8231	39.0808	41.0250	43.0846	45.2365	47.4865
CONSTRUCTION INSPECTOR II	ccoin2	12/22/2014	73-11	7449	7821	8215	8624	9054	42.9750	45.1212	47.3942	49.7538	52.2346
CUSTOMER FIELD REPRESENTATIVE I	ccfdr1	12/22/2014	73-11	5130	5388	5658	5940	6236	29.5962	31.0846	32.6423	34.2692	35.9769
CUSTOMER FIELD REPRESENTATIVE II	ccfdr2	12/22/2014	73-11	5642	5925	6224	6534	6860	32.5500	34.1827	35.9077	37.6962	39.5769
CUSTOMER SERVICES REPRESENTATIVE I	ccsrp1	12/22/2014	73-11	4482	4706	4941	5189	5448	25.8577	27.1500	28.5058	29.9365	31.4308
CUSTOMER SERVICES REPRESENTATIVE II	ccsrp2	12/22/2014	73-11	4931	5179	5435	5705	5992	28.4481	29.8788	31.3558	32.9135	34.5692
CUSTOMER SERVICES REPRESENTATIVE III	ccsrp3	12/22/2014	73-11	6207	6519	6846	7189	7547	35.8096	37.6096	39.4962	41.4750	43.5404
ELECTRICIAN	celect	12/22/2014	73-11	7281	7644	8027	8428	8849	42.0058	44.1000	46.3096	48.6231	51.0519
ENGINEERING TECHNICIAN / GIS SPECIALIST I	centc1	12/22/2014	73-11	6200	6512	6838	7179	7538	35.7692	37.5692	39.4500	41.4173	43.4885
ENGINEERING TECHNICIAN / GIS SPECIALIST II	centc2	12/22/2014	73-11	6821	7161	7520	7896	8290	39.3519	41.3135	43.3846	45.5538	47.8269
ENVIRONMENTAL CHEMIST I	pench1	12/22/2014	74-11	7122	7478	7851	8246	8657	41.0885	43.1423	45.2942	47.5731	49.9442
ENVIRONMENTAL COMPLIANCE INSPECTOR I-CLEAN WATER	cecic1	12/22/2014	73-11	6553	6879	7224	7587	7965	37.8058	39.6865	41.6769	43.7712	45.9519
ENVIRONMENTAL COMPLIANCE INSPECTOR II-CLEAN WATER	cecic2	12/22/2014	73-11	7211	7569	7948	8346	8761	41.6019	43.6673	45.8538	48.1500	50.5442
ENVIRONMENTAL COMPLIANCE INSPECTOR I-PRETREATMENT	cecip1	12/22/2014	73-11	6553	6879	7224	7587	7965	37.8058	39.6865	41.6769	43.7712	45.9519
ENVIRONMENTAL COMPLIANCE INSPECTOR II-PRETREATMENT	cecip2	12/22/2014	73-11	7211	7569	7948	8346	8761	41.6019	43.6673	45.8538	48.1500	50.5442
FLEET MECHANIC	cfmech	12/22/2014	73-11	6486	6810	7151	7508	7883	37.4192	39.2885	41.2558	43.3154	45.4788
GIS ANALYST I	pgisa1	12/22/2014	74-11	7988	8387	8808	9248	9709	46.0846	48.3865	50.8154	53.3538	56.0135
HUMAN RESOURCES ANALYST I	hhran1	12/22/2014	76-11	7628	8009	8409	8830	9271	44.0077	46.2058	48.5135	50.9423	53.4865
HUMAN RESOURCES TECHNICIAN	hhrtc	12/22/2014	76-11	6140	6447	6767	7107	7464	35.4231	37.1942	39.0404	41.0019	43.0615
INFORMATION SYSTEMS TECHNICIAN I	cistc1	12/22/2014	73-11	5911	6205	6517	6843	7186	34.1019	35.7981	37.5981	39.4788	41.4577
INFORMATION SYSTEMS TECHNICIAN II	cistc2	12/22/2014	73-11	6500	6825	7167	7526	7904	37.5000	39.3750	41.3481	43.4192	45.6000
INFORMATION TECHNOLOGY ANALYST I	pitan1	12/22/2014	74-11	8154	8560	8988	9438	9910	47.0423	49.3846	51.8538	54.4500	57.1731
INSTRUMENTATION TECHNICIAN	cinstrc	12/22/2014	73-11	7441	7815	8204	8616	9047	42.9288	45.0865	47.3308	49.7077	52.1942
JUNIOR ENGINEER	pjreng	12/22/2014	74-11	7574	7952	8350	8766	9205	43.6962	45.8769	48.1731	50.5731	53.1058

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

JUNIOR PLANNER	pjrpln	12/22/2014	74-11	7133	7488	7862	8256	8668	41.1519	43.2000	45.3577	47.6308	50.0077
LABORATORY TECHNICIAN	clabtc	12/22/2014	73-11	6231	6543	6869	7214	7574	35.9481	37.7481	39.6288	41.6192	43.6962
MAINTENANCE WORKER I	cmtwk1	12/22/2014	73-11	5276	5538	5816	6106	6412	30.4385	31.9500	33.5538	35.2269	36.9923
MAINTENANCE WORKER II	cmtwk2	12/22/2014	73-11	5801	6093	6398	6717	7051	33.4673	35.1519	36.9115	38.7519	40.6788
MECHANIC I	cmec1	12/22/2014	73-11	6086	6389	6710	7044	7398	35.1115	36.8596	38.7115	40.6385	42.6808
MECHANIC I (Y-RATED)	ycmec1	12/22/2014	73-11	0	0	0	0	7776	0.0000	0.0000	0.0000	0.0000	44.8615
MECHANIC II	cmec2	12/22/2014	73-11	6693	7028	7379	7749	8136	38.6135	40.5462	42.5712	44.7058	46.9385
MECHANIC II-CRANE CERTIFIED	cmeccc	12/22/2014	73-11	6861	7205	7565	7943	8341	39.5827	41.5673	43.6442	45.8250	48.1212
OPERATIONS CONTROL SYSTEM SPECIALIST	copcss	12/22/2014	73-11	7943	8341	8757	9196	9655	45.8250	48.1212	50.5212	53.0538	55.7019
OPERATOR-IN-TRAINING	cwtpot	12/22/2014	73-11	5189	5448	5720	6006	6306	29.9365	31.4308	33.0000	34.6500	36.3808
PROCESS LEAD WWTP OPERATOR IV	cwtpo4	12/22/2014	73-11	7581	7960	8357	8775	9214	43.7365	45.9231	48.2135	50.6250	53.1577
PROCESS LEAD WWTP OPERATOR V	cwtpo5	12/22/2014	73-11	7960	8357	8775	9214	9675	45.9231	48.2135	50.6250	53.1577	55.8173
SAFETY TECHNICIAN	csafte	12/22/2014	73-11	6231	6543	6869	7214	7574	35.9481	37.7481	39.6288	41.6192	43.6962
SENIOR ACCOUNTING TECHNICIAN	csactc	12/22/2014	73-11	6659	6991	7339	7706	8092	38.4173	40.3327	42.3404	44.4577	46.6846
SENIOR ELECTRICAL/ELECTRONIC TECHNICIAN	cseetc	12/22/2014	73-11	8188	8598	9026	9477	9950	47.2385	49.6038	52.0731	54.6750	57.4038
SENIOR ELECTRICIAN	csrelect	12/22/2014	73-11	8009	8409	8829	9271	9734	46.2058	48.5135	50.9365	53.4865	56.1577
SENIOR ENGINEERING TECHNICIAN / GIS SPECIALIST	csentc	12/22/2014	73-11	7502	7878	8270	8687	9119	43.2808	45.4500	47.7115	50.1173	52.6096
SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR	csreci	12/22/2014	73-11	7931	8326	8743	9178	9639	45.7558	48.0346	50.4404	52.9500	55.6096
SENIOR INSTRUMENTATION/CONTROLS TECHNICIAN	csrictech	12/22/2014	73-11	8736	9174	9632	10115	10621	50.4000	52.9269	55.5692	58.3558	61.2750
SENIOR MECHANIC	csrmec	12/22/2014	73-11	7365	7731	8119	8524	8949	42.4904	44.6019	46.8404	49.1769	51.6288
SENIOR MECHANIC-CRANE CERTIFIED	csrmcc	12/22/2014	73-11	7547	7924	8320	8736	9173	43.5404	45.7154	48.0000	50.4000	52.9212
SENIOR WWTP OPERATOR III	cswtpo	12/22/2014	73-11	7219	7581	7960	8357	8775	41.6481	43.7365	45.9231	48.2135	50.6250
WASTEWATER TREATMENT PLANT OPERATOR I	cwtpo1	12/22/2014	73-11	5968	6264	6578	6906	7252	34.4308	36.1385	37.9500	39.8423	41.8385
WASTEWATER TREATMENT PLANT OPERATOR II	cwtpo2	12/22/2014	73-11	6563	6892	7235	7597	7978	37.8635	39.7615	41.7404	43.8288	46.0269
WATER/WASTEWATER SYSTEMS LEAD OPERATOR	cwwslo	6/2/2015	73-11	8159	8567	8994	9442	9914	47.0712	49.4250	51.8885	54.4731	57.1962
WATER/WASTEWATER SYSTEMS OPERATOR IV-ON CALL	cww4oc	12/22/2014	73-11	7400	7769	8159	8567	8994	42.6923	44.8212	47.0712	49.4250	51.8885
WATER/WASTEWATER SYSTEMS OPERATOR I	cwwso1	12/22/2014	73-11	5189	5448	5720	6006	6306	29.9365	31.4308	33.0000	34.6500	36.3808
WATER/WASTEWATER SYSTEMS OPERATOR II	cwwso2	12/22/2014	73-11	5968	6264	6578	6906	7252	34.4308	36.1385	37.9500	39.8423	41.8385
WATER/WASTEWATER SYSTEMS OPERATOR III	cwwso3	12/22/2014	73-11	6563	6892	7235	7597	7978	37.8635	39.7615	41.7404	43.8288	46.0269
WATER/WASTEWATER SYSTEMS OPERATOR IV	cwwso4	12/22/2014	73-11	7219	7581	7960	8357	8775	41.6481	43.7365	45.9231	48.2135	50.6250

Exempt Classifications	Code	Effective Date	Resolution #	Monthly Salary					Bi-Weekly Pay Rate				
				Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNTANT II	pacct2	12/22/2014	74-11	7543	7920	8316	8731	9168	3481	3655	3838	4030	4231
ADMINISTRATIVE ANALYST II	padan2	12/22/2014	74-11	8264	8677	9111	9568	10046	3814	4005	4205	4416	4637
ADMINISTRATIVE SERVICES MANAGER	asm	1/20/2015	2-15	0	0	0	0	16099	0	0	0	0	7430
ASSISTANT ENGINEER	paseng	12/22/2014	74-11	8275	8688	9121	9577	10056	3819	4010	4210	4420	4641
ASSISTANT PLANNER	paspln	12/22/2014	74-11	7787	8177	8586	9015	9466	3594	3774	3963	4161	4369
ASSOCIATE CIVIL ENGINEER-SUBJECT MATTER EXPERT (SME)	paesme	12/22/2014	74-11	9427	9898	10392	10912	11458	4351	4568	4796	5036	5288
ASSOCIATE ENGINEER-SUPERVISORY	maseng	12/22/2014	75-11	10042	10543	11070	11625	12206	4635	4866	5109	5365	5634
ASSOCIATE PLANNER	pasopl	12/22/2014	74-11	8511	8936	9382	9851	10344	3928	4124	4330	4547	4774
BUYER	pbuyer	12/22/2014	74-11	7111	7467	7840	8230	8643	3282	3446	3618	3798	3989

DSRSD Pay Schedule
Pursuant to CCR Title 2 570.5

CLEAN WATER PROGRAMS SPECIALIST	pcwpsp	12/22/2014	74-11	8497	8921	9366	9835	10325	3922	4117	4323	4539	4765
COMMUNITY AFFAIRS SPECIALIST II	pcafs2	12/22/2014	74-11	7919	8315	8730	9167	9625	3655	3838	4029	4231	4442
COMMUNITY AFFAIRS SUPERVISOR	mcasup	12/22/2014	75-11	10080	10583	11114	11670	12254	4652	4884	5130	5386	5656
CUSTOMER SERVICES SUPERVISOR	mcssup	12/22/2014	75-11	9072	9525	10000	10502	11027	4187	4396	4615	4847	5089
ELECTRICAL AND INSTRUMENTATION SUPERVISOR	meisup	12/22/2014	75-11	8972	9420	9890	10386	10907	4141	4348	4565	4794	5034
EMPLOYEE DEVELOPMENT SPECIALIST	peedsp	12/22/2014	74-11	8340	8756	9194	9654	10136	3849	4041	4243	4456	4678
ENGINEERING SERVICES MANAGER	esm	2/18/2015	3-15	0	0	0	0	17326	0	0	0	0	7997
ENVIRONMENTAL SERVICES ADMINISTRATOR	mesadm	12/22/2014	75-11	12032	12632	13264	13926	14623	5553	5830	6122	6427	6749
ENVIRONMENTAL CHEMIST II	pench2	12/22/2014	74-11	7776	8165	8573	9001	9452	3589	3768	3957	4154	4362
EXECUTIVE SERVICES SUPERVISOR	messup	12/22/2014	75-11	10755	11293	11857	12448	13072	4964	5212	5472	5745	6033
FIELD OPERATIONS SUPERVISOR	mfosup	12/22/2014	75-11	9785	10272	10787	11324	11891	4516	4741	4979	5226	5488
FINANCIAL ANALYST	pfinan	12/22/2014	74-11	8553	8982	9431	9902	10396	3948	4146	4353	4570	4798
FINANCIAL SERVICES SUPERVISOR	mfssup	12/22/2014	75-11	10792	11331	11897	12493	13117	4981	5230	5491	5766	6054
GIS ANALYST II	pgisa2	12/22/2014	74-11	8729	9166	9623	10105	10610	4029	4230	4441	4664	4897
GRAPHIC DESIGNER	pgrptc	12/22/2014	74-11	7919	8315	8730	9167	9625	3655	3838	4029	4231	4442
HUMAN RESOURCES ANALYST II	hhran2	12/22/2014	76-11	8334	8751	9188	9646	10130	3846	4039	4241	4452	4675
HUMAN RESOURCES SUPERVISOR	mhrsup	12/22/2014	75-11	10589	11117	11672	12257	12868	4887	5131	5387	5657	5939
INFORMATION SERVICES SUPERVISOR	missup	12/22/2014	75-11	11710	12294	12909	13556	14233	5405	5674	5958	6257	6569
INFORMATION TECHNOLOGY ANALYST II	pitan2	12/22/2014	74-11	8911	9356	9824	10316	10831	4113	4318	4534	4761	4999
INTERIM GENERAL MANAGER	igm	11/3/2014	83-15	0	0	0	0	20304	0	0	0	0	9371
LABORATORY SUPERVISOR	mlbsup	12/22/2014	75-11	9872	10364	10883	11426	11999	4556	4783	5023	5274	5538
MECHANICAL SUPERVISOR	mmsup	12/22/2014	75-11	8778	9217	9677	10162	10669	4051	4254	4466	4690	4924
OPERATIONS MANAGER	om	12/22/2014	79-11	0	0	0	0	16904	0	0	0	0	7802
PRINCIPAL ENGINEER-SUBJECT MATTER EXPERT (SME)	ppesme	12/22/2014	74-11	11285	11849	12442	13064	13717	5208	5469	5742	6030	6331
PRINCIPAL ENGINEER-SUPERVISORY	mpreng	12/22/2014	75-11	12153	12759	13397	14068	14771	5609	5889	6183	6493	6817
SAFETY OFFICER	psafof	12/22/2014	74-11	8781	9220	9681	10165	10673	4053	4255	4468	4692	4926
SENIOR CIVIL ENGINEER-SUBJECT MATTER EXPERT (SME)	psesme	12/22/2014	74-11	10311	10826	11367	11936	12533	4759	4997	5246	5509	5784
SENIOR CIVIL ENGINEER-SUPERVISORY	mscesu	12/22/2014	75-11	11046	11600	12179	12788	13425	5098	5354	5621	5902	6196
SENIOR ELECTRICAL ENGINEER-SUPERVISORY	msrees	12/22/2014	75-11	11046	11600	12179	12788	13425	5098	5354	5621	5902	6196
SENIOR ENVIRONMENTAL CHEMIST	psrech	12/22/2014	74-11	8497	8921	9366	9835	10325	3922	4117	4323	4539	4765
SENIOR MECHANICAL ENGINEER-SUPERVISORY	msrmes	12/22/2014	75-11	11046	11600	12179	12788	13425	5098	5354	5621	5902	6196
SENIOR PLANNER	psrpln	12/22/2014	74-11	9302	9768	10256	10768	11307	4293	4508	4734	4970	5219
WASTEWATER TREATMENT PLANT OPERATIONS SUPERVISOR	mwtpos	12/22/2014	75-11	12032	12632	13264	13926	14623	5553	5830	6122	6427	6749

RESOLUTION NO. 48-15

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT ADOPTING A PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 570.5, AND RESCINDING RESOLUTION NO. 7-15

WHEREAS, the California Code of Regulations, Title 2, Section 570.5 requires the District's Board of Directors approve and adopt all pay schedules; and

WHEREAS, the Regulations require that the pay schedule be made public without reference to another document in disclosure of the pay rate; and

WHEREAS, by Resolution No. 7-15, the Board-adopted pay schedule was approved on February 3, 2015; and

WHEREAS, pursuant to Resolution No. 23-01 adopted June 19, 2001, this Board approved and authorized execution of an agreement for personal services with Bert L. Michalczyk as General Manager ("The Agreement"); and

WHEREAS, pursuant to Resolution No. 2-12 adopted January 17, 2012, this Board approved Amendment No. 11 to The Agreement through 2016; and

WHEREAS, the specific language of The Agreement establishes a salary increase effective the anniversary date of The Agreement; and

WHEREAS, pursuant to District Code Section 6.10.010(C) the Board has the sole authority to approve job titles and compensation; and

WHEREAS, the District has met and conferred with the International Union of Operating Engineers, Stationary Engineers, Local 39 to establish a new classification and job title, Water/Wastewater Systems Lead Operator.

Res. No. 48-15

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

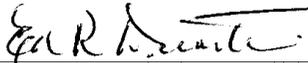
- (1) That the attached pay schedule titled DSRSD Pay Schedule, set forth in Exhibit "A" attached hereto and incorporated herein by reference is approved and adopted, and Resolution No. 7-15 is hereby rescinded and attached as Exhibit "B."
- (2) That the pay schedule approved and adopted by this resolution shall be periodically updated by the Board of Directors, in accordance with the California Code of Regulations requirements.

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, counties of Alameda and Contra Costa, at its regular meeting held on the 16th day of June 2015, and passed by the following vote:

AYES: 5 - Directors Georgean M. Vonheeder-Leopold, Dawn L. Benson, D.L.(Pat) Howard, Richard M. Halket, Edward R. Duarte

NOES: 0

ABSENT: 0



Edward R. Duarte, President

ATTEST: 
Nancy G. Hatfield, District Secretary



Reference General Manager	Type of Action Approve Job Description	Board Meeting of November 3, 2015
Subject Approve Revised Job Description for General Manager Classification		
<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	J. Archer
		<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors approve, by Resolution, revisions to the definition, essential duties and responsibilities, qualifications, education and experience, certification and license requirements sections, and addition of the Disaster Service Worker language to the General Manager job description.

Summary:

On September 21, 2015 the District’s current General Manager announced his intention to retire from District service. The recruitment process to hire a permanent General Manager is expected to extend into the first quarter of calendar year 2016. In preparation for advertising this vacancy and starting the recruitment process, staff reviewed the current General Manager job description effective February 1990, and last updated on July 23, 2007 to add a physical demands section, as was done for all District classifications. Staff is recommending an update to the job description definition, essential duties and responsibilities, qualifications, and minimum education and experience eligibility requirements in an effort to align it with other senior-level positions within the District, as well as to Chief Executive Officer positions outside of the District, in the greater Northern California region (i.e., agencies similar to the District).

At the regular Board meeting held on October 20, 2015, staff presented a draft update of the General Manager job description and requested further direction. The Board accepted all proposed changes, and after discussion, directed staff to remove the requirement for a valid certificate of registration as a Civil Engineer issued by the California State Board of registration for Professional Engineers.

It is recommended that the General Manager job description be revised to establish desirable job definition, education and experience, certification, licensing, registrations, and skill sets necessary to carry out the mission and strategic goals of the District in today’s business environment. In accordance with Board policy for “New/Revised Job Classifications and Salary”, job titles, job definitions, and job duties for all senior management positions shall be presented to the Board by the General Manager for approval and adoption. The new General Manager will be subject to a Personal Services Agreement which will be determined through negotiation with the selected candidate and presented to the Board for approval. The Board has given the Interim General Manager and Human Resources Supervisor verbal authorization to recruit for this position as an open internal/external recruitment and to negotiate within set parameters. The full job description in both redline and “clean” versions are attached.

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Yes	ORIGINATOR M. Gallardo	DEPARTMENT Admin Services	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$0	<input type="checkbox"/> Funding Source A. B.	Attachments to S&R 1. General Manager Job Description (redline version) 2. General Manager Job Description (“clean” version) 3.				

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT TO ADOPT REVISED JOB DEFINITION FOR THE GENERAL MANAGER

WHEREAS, the Board of Directors has authority to establish job titles, job definitions, job duties and salaries for all senior manager positions as described in Resolution No. 53-14; and

WHEREAS, the Board has a need to recruit for a new General Manager with responsibility to the Board for overseeing all affairs of the District including administration, operations, engineering and related support activities and to serve as the District's Security Officer and Employer Employee Relations Officer; and

WHEREAS, the General Manager job description was last approved by the Board in February 1990, and revised on July 23, 2007 only to add a section for physical demands in line with all District classifications; and

WHEREAS, the Board desires to revise and update the job definition, essential duties and responsibilities, qualifications, education and experience requirements, and certification and license requirements for the General Manager in order to align with other senior-level classifications within the District as well as with similar General Manager/Chief Executive Officer positions outside of the District, in the greater Northern California region.

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

1. The job definition for the General Manager shall be: "In an at-will capacity and under broad policy direction of the Board of Directors; to be directly responsible to the Board for all affairs of the District including administration, operations, engineering and related support activities and to serve as Security Officer and Employer Employee Relations Officer. The General Manager is charged with successfully utilizing all resources both

Res. No. _____

internal and external to forward the mission of the District and to achieve District objectives and goals. The General Manager serves as a highly visible representative of and advocate for the District within the service area, region, state, and nation.”

2. The minimum education and experience requirements for the General Manager shall be:

“Any combination of education and experience which would provide the required knowledge and abilities is qualifying. A typical way to obtain the requisite knowledge and abilities would be: A Bachelor’s degree from an accredited college or university with major course work in engineering, business or public administration, or a related field; and at least ten (10) years of relevant professional experience including at least five (5) years of executive-level management experience within a government agency or the water/wastewater industry. A master’s or professional degree is preferred.”

3. The certificates, licenses, registrations for the General Manager shall read: “Possession of the category of California driver's license required by the State of California, Department of Motor Vehicles, to perform the duties of the position. Continued maintenance of a valid California driver's license of the required category, compliance with established District vehicle operation standards and the ability to be insured for the operation of a vehicle/District vehicle in accordance with the terms and conditions of the District's insurance program are conditions of continuing employment. The CSRMA driving standards are included herein by reference.”

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 3rd day of November 2015, and passed by the following vote:

AYES:

NOES:

ABSENT:

Edward R. Duarte, President

ATTEST: _____
Nicole Genzale, District Secretary

Job Title:	General Manager
Department:	Executive
Reports To:	Board of Directors
W/C Code:	8810
FLSA Status:	Exempt/ <u>At-Will</u>
Unit:	Senior Management
Adopted Date:	February 1990
Revised Date:	July 23, 2007 November 3, 2015



- Deleted: Employee Name:
- Deleted: Date of Injury:
- Deleted: Claim Number:
- Deleted: Schedule:
- Deleted: Hours per day:
- Deleted: Days per week:
- Deleted: Overtime:
- Deleted: Supervisor:

DEFINITION

In an at-will capacity and under broad policy direction of the Board of Directors; to be directly responsible to the Board for all affairs of the District including administration, operations, engineering and related support activities and to serve as Security Officer and Employer Employee Relations Officer. The General Manager is charged with successfully utilizing all resources both internal and external to forward the mission of the District and to achieve District objectives and goals. The General Manager serves as a highly visible representative of and advocate for the District within the service area, region, state, and nation.

- Deleted: U
- Deleted: administrative
- Deleted: in charge of the administrative affairs and engineering functions of the District; to represent the Board's policies and programs with employees, community organizations and the general public; to review budget requests and make recommendations to the Board on final expenditure levels; to be responsible for employer-employee relations; to serve as District Engineer; and to perform other job-related work as required.
- Deleted: include the following:¶

ESSENTIAL DUTIES AND RESPONSIBILITIES

Serves as the Chief Executive Officer for the Dublin San Ramon Services District including oversight of and responsibility for the sustainable and reliable execution of water, wastewater, and recycled water service to the District's service area and integration with external partners.

Responsible for the efficient functioning of District operations through leadership of subordinate senior management staff and for ensuring conformance with applicable statutes, regulations, policies, and ethical standards.

Advises the Board regarding all District matters impacting employees, community representatives and other government agencies.

Monitors and analyzes legislation and regulations that could impact District operations and represents the District with community organizations and other government agencies at the local, state, and federal level.

Prepares complex administrative and financial reports and recommendations for the Board of Directors including operating and capital budgets, and financial planning policies.

As directed by the Board, develops and implements District-wide strategic plan, policies, programs, goals, and objectives. Responsible for District wide goal-setting, performance management, and evaluation of program effectiveness.

Represents the District through active participation in various water/wastewater industry organizations, conferences and trainings to advocate District interests and maintain awareness of industry developments.

Serves as Employer-Employee Relations Officer in accordance with the Rules and Regulations Governing Employer-Employee Organization Relations for the District.

Responsible for District personnel matters, including employment procedures, succession planning, labor relations, and disciplinary actions.

- Deleted: ¶
Provides advice and consultation on the development of District programs and policies. ¶
Coordinates the preparation of the agenda for Board of Directors meetings. ¶
Conducts a variety of special studies and surveys to determine the effectiveness of District programs and services. ¶
Represents the Board's policies and programs with employees, community representatives and other government agencies. ¶
Reviews budget requests. ¶
Oversees the preparation of the annual budget, making recommendations to the Board on final expenditure levels. ¶
Maintains continuous awareness of administrative practices and recommends changes which increase the economy and efficiency of District operations. ¶
- Deleted: Has responsibility
- Deleted: employer-employee relations,
- Deleted:

Builds and maintains positive working relationships and morale among District employees and the public using principles of effective leadership and organizational ethics.

Supports and sets the standard for team problem-solving and process improvement initiatives by implementing principles into District practices and encouraging Senior Management team to support active participation by staff.

Performs related duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

Principles and practices of public administration, including administrative analysis, fiscal planning and control, and policy and program development.

Range of operations and functions of a water/wastewater government agency and applicable government legislation and regulations.

Principles of effective organizational leadership.

Ability to:

Collaboratively provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, policies, and services in response to changing internal and external environment.

Plan, delegate, coordinate, and evaluate the work of senior management staff in implementation of District operations and programs.

Effectively represent the District with the public, industry and community groups and other government agencies.

Establish and maintain cooperative working relationships.

EDUCATION and EXPERIENCE

Any combination of education and experience which would provide the required knowledge and abilities is qualifying. A typical way to obtain the requisite knowledge and abilities would be:

A Bachelor's degree from an accredited college or university with major course work in engineering, business or public administration, or a related field; and at least ten (10) years of relevant professional experience including at least five (5) years of executive-level management experience within a government agency or the water/wastewater industry.

A master's or professional degree is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of the category of California driver's license required by the State of California, Department of Motor Vehicles, to perform the duties of the position. Continued maintenance of a valid California driver's license of the required category, compliance with established District vehicle operation standards and the ability to be insured for the operation of a vehicle/District vehicle in accordance with the terms and conditions of the District's insurance program are conditions of continuing employment. The CSRMA driving standards are included herein by reference.

Deleted: grievances and affirmative action.

Deleted: Oversees negotiations with employee representatives.¶
Prepares grant applications and oversees expenditure controls.¶
Prepares leases and agreements with other agencies.¶
Oversees the preparation of engineering designs, including the review of submittals by architects, engineers and builders.¶
Confers with developers and recommends procedures consistent with District engineering standards and practices.¶
Reviews and modifies District construction standards and specifications.¶
Prepares long term Capital Improvement Plans for development of District facilities and financing.¶

Deleted: Principles, practices and methods of civil engineering with application to water and wastewater utilities and public works.¶
¶
California Administrative Code for special district administration applicable to water and sanitary district functions, programs and operations.¶
¶
Organization, operations and problems of special districts.¶
¶
Budgeting principles and practices.¶
¶
Personnel and employer-employee relations.¶
¶
Principles of supervision, training and management.¶

Deleted: organize, coordinate and direct the work of staff to achieve efficient operations and meet program goals.¶

Deleted: Exercise leadership, authority and supervision tactfully and effectively.¶
¶
Prepare and administer District budgeting and fiscal controls.¶
¶
Collect and analyze data on a variety of topics.¶
¶
Prepare concise and comprehensive reports.¶
¶
Coordinate the preparation of Board agendas.¶

Deleted: 's

Deleted: policies, programs and services

Deleted: training

Deleted: Prior executive management industry experience within the State of California and/or a

Deleted: advanced

Deleted: Broad and extensive work experience in a management or administrative position, requiring the responsibility for the formulation and implementation of programs, fiscal systems and services.¶

Deleted: Possession of a valid certificate of registration as a Civil Engineer issued by the California State Board of registration for Professional Engineers.¶

ADDITIONAL REQUIREMENTS

None.

DISASTER SERVICE WORKER

All Dublin San Ramon Services District employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

WORK ENVIRONMENT/PHYSICAL DEMANDS

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet. Works in an office environment, which is temperature controlled. While performing the duties of this job, the employee is regularly required to talk or hear.

PHYSICAL DEMANDS

STANDING

Average Frequency:	½ hour to 1 hour.
Duration:	Seconds to 5 minutes at a time.
Maximum Frequency:	Up to 2 hours.
Duration:	½ hour to 1 hour at a time, during presentations at a podium.
Surfaces:	Tile, carpet, concrete, asphalt.
Description:	Performs during presentations, communicating with coworkers or public during informal meetings, operating standard office equipment, accessing file drawers or shelves, and performing other described job duties.

WALKING

Average Frequency:	½ hour to 1 hour.
Duration:	Seconds to 5 minutes at a time.
Maximum Frequency:	Up to 1 ½ hours.
Duration:	Seconds to 5 minutes at a time.
Surfaces:	Tile, carpet, concrete, asphalt.
Description:	Performs within the building, to and from offices, relocating files/paperwork or office supplies, and performing other described job duties.

SITTING

Average Frequency: 7 to 7 ½ hours.
Duration: 30 minutes to 1 hour at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Surfaces: Cushioned vehicle seat or office chair.
Description: Performs while performing various desk station activities including using a computer, reading, writing, driving a vehicle, during meetings and performing other described job duties.

KNEELING/CROUCHING/SQUATTING

Average Frequency: 0 to 1 time.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Surfaces: Tile, carpet.
Description: Performs while retrieving or positioning paperwork/files on and off lower shelves, drawers or ground level and performing other described job duties.

CRAWLING

Not a job requirement.

LAYING ON BACK/STOMACH

Not a job requirement.

CLIMBING/BALANCING

Average Frequency: 0 to 2 times.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds at a time.
Surfaces: Vehicle floorboard.
Description: Performs while entering or exiting a vehicle cab, one step.

REACHING

• **Above Shoulder Level:**

Average Frequency: 0 to 1 time.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while accessing or placing files/paperwork and related items on and off upper shelves. Unilateral or bilateral upper extremities from less than full-to-full extensions at each occurrence. A variable to reaching above shoulder level includes employee's height.

• **Between Waist and Shoulder Level:**

Average Frequency: 3 to 4 hours.

Duration: Seconds to 20 minutes at a time.
Maximum Frequency: 4 to 5 hours.
Duration: Seconds to 20 minutes at a time.
Description: Performs while utilizing a computer keyboard and input device to enter or retrieve data, which includes reaching within the primary reach zone, operating standard office equipment including a copy or fax machine, handling office supplies, driving a vehicle in conjunction with maneuvering a steering wheel, and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

- **Below Waist Level:**

Average Frequency: 0 to 1 time.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds at a time.
Description: Performs while retrieving or positioning paperwork/files on and off lower shelves, drawers or ground level and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

PUSHING/PULLING

Average Frequency: 2 to 10 times.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while opening or closing file cabinet drawers. Unilateral or bilateral arm use.

TWISTING/ROTATING

- **Waist:**

Not a job requirement.

- **Neck:**

Average Frequency: 1 to 2 hours.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, performing general office tasks, driving and performing other described job duties.

- **Wrists:**

Average Frequency: Up to 15 minutes.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while handling office supplies and paperwork, and performing other described job duties. Unilateral or bilateral hand use.

BENDING

- **Waist:**

Alternated with squatting, employee preference.

- **Head/Neck:**

Average Frequency: 1 ½ to 2 hours.
Duration: Seconds to 5 minutes.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, reading, writing and reviewing paperwork, operating standard office equipment, performing general office tasks, and performing other described job duties.

- **Wrists:**

Average Frequency: 2 to 3 hours.
Duration: Seconds to 5 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, handling office supplies and paperwork, driving in conjunction with maneuvering a steering wheel, and performing other described job duties. Unilateral or bilateral hand use.

LIFTING/CARRYING

0 to 10 lbs.

Objects: Writing utensils, paperwork/files, telephone handset, office supplies, standard office tools and other related items.
Average Frequency: 2 to 3 hours.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds to 15 minutes at a time.
Distance: Up to 100 feet.
Height: Ground to shoulder or above.
Description: Performs while utilizing a writing utensil to complete paperwork, using a telephone, handling paperwork or files, office supplies, and other related items.

11 to 25 lbs.

Not a job requirement.

26 to 50 lbs.

Not a job requirement.

51 to 75 lbs.

Not a job requirement.

76 to 100 lbs.

Not a job requirement.

100+ lbs.

Not a job requirement.

SIMPLE GRASPING

Average Frequency:	1 to 2 hours.
Duration:	Seconds to 15 minutes at a time.
Maximum Frequency:	Average frequency is consistent.
Duration:	N/A
Description:	Performs while handling paperwork or files, handling office supplies, using a telephone handset, driving in conjunction with maneuvering a steering wheel and performing other described job duties. Unilateral or bilateral hand use.

POWER GRASPING

Not a job requirement.

FINE MANIPULATION

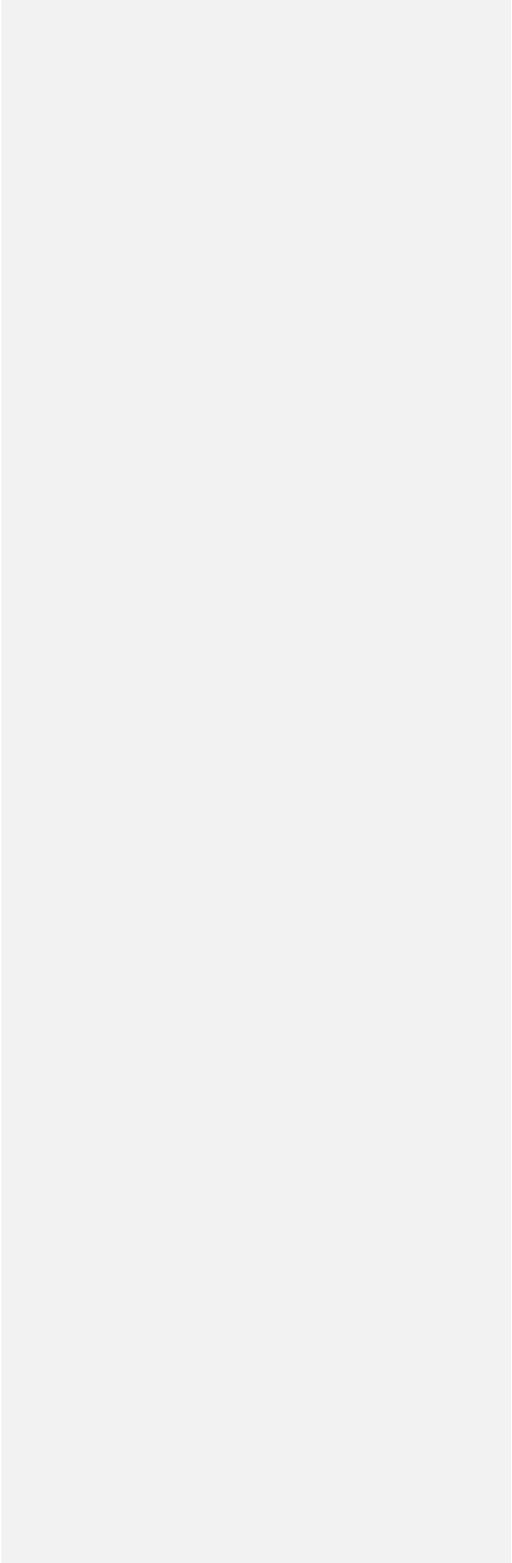
Average Frequency:	3 to 4 hours.
Duration:	Seconds to 20 minutes at a time.
Maximum Frequency:	4 to 5 hours.
Duration:	Seconds to 20 minutes at a time.
Description:	Performs while utilizing a computer keyboard and input device to enter or retrieve data, which includes a combination of fine manipulation and simple grasping, sorting and handling paperwork, pressing telephone buttons to make outgoing calls, operating office equipment by pressing buttons, using writing utensils to complete paperwork, and performing other described job duties. Unilateral or bilateral hand use.

MACHINES/TOOLS

- Writing utensils
- Computer
- Standard office equipment including copy and fax machines, scanners and printers
- Telephone
- Standard office tools including staplers, stapler removers and other related items
- Vehicle

PERSONAL PROTECTIVE EQUIPMENT

- None.



NOTICE: The Examples of Functions, responsibilities, work environment, physical demands etc. listed in this Job Analysis are representative only, and not exhaustive of the tasks that an employee may be required to perform.

Job Title:	General Manager
Department:	Executive
Reports To:	Board of Directors
W/C Code:	8810
FLSA Status:	Exempt/At-Will
Unit:	Senior Management
Adopted Date:	February 1990
Revised Date:	July 23, 2007 November 3, 2015

DEFINITION

In an at-will capacity and under broad policy direction of the Board of Directors; to be directly responsible to the Board for all affairs of the District including administration, operations, engineering and related support activities and to serve as Security Officer and Employer Employee Relations Officer. The General Manager is charged with successfully utilizing all resources both internal and external to forward the mission of the District and to achieve District objectives and goals. The General Manager serves as a highly visible representative of and advocate for the District within the service area, region, state, and nation.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Serves as the Chief Executive Officer for the Dublin San Ramon Services District including oversight of and responsibility for the sustainable and reliable execution of water, wastewater, and recycled water service to the District's service area and integration with external partners.

Responsible for the efficient functioning of District operations through leadership of subordinate senior management staff and for ensuring conformance with applicable statutes, regulations, policies, and ethical standards.

Advises the Board regarding all District matters impacting employees, community representatives and other government agencies.

Monitors and analyzes legislation and regulations that could impact District operations and represents the District with community organizations and other government agencies at the local, state, and federal level.

Prepares complex administrative and financial reports and recommendations for the Board of Directors including operating and capital budgets, and financial planning policies.

As directed by the Board, develops and implements District-wide strategic plan, policies, programs, goals, and objectives. Responsible for District wide goal-setting, performance management, and evaluation of program effectiveness.

Represents the District through active participation in various water/wastewater industry organizations, conferences and trainings to advocate District interests and maintain awareness of industry developments.

Serves as Employer-Employee Relations Officer in accordance with the Rules and Regulations Governing Employer-Employee Organization Relations for the District.

Responsible for District personnel matters, including employment procedures, succession planning, labor relations, and disciplinary actions.

Builds and maintains positive working relationships and morale among District employees and the public using principles of effective leadership and organizational ethics.

Supports and sets the standard for team problem-solving and process improvement initiatives by implementing principles into District practices and encouraging Senior Management team to support active participation by staff.

Performs related duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Knowledge of:

Principles and practices of public administration, including administrative analysis, fiscal planning and control, and policy and program development.

Range of operations and functions of a water/wastewater government agency and applicable government legislation and regulations.

Principles of effective organizational leadership.

Ability to:

Collaboratively provide advice and consultation to the Board of Directors on the development of ordinances, regulations, programs, policies, and services in response to changing internal and external environment.

Plan, delegate, coordinate, and evaluate the work of senior management staff in implementation of District operations and programs.

Effectively represent the District with the public, industry and community groups and other government agencies.

Establish and maintain cooperative working relationships.

EDUCATION and EXPERIENCE

Any combination of education and experience which would provide the required knowledge and abilities is qualifying. A typical way to obtain the requisite knowledge and abilities would be:

A Bachelor's degree from an accredited college or university with major course work in engineering, business or public administration, or a related field; and at least ten (10) years of relevant professional experience including at least five (5) years of executive-level management experience within a government agency or the water/wastewater industry.

A master's or professional degree is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of the category of California driver's license required by the State of California, Department of Motor Vehicles, to perform the duties of the position. Continued maintenance of a valid California driver's license of the required category, compliance with established District vehicle operation standards and the ability to be insured for the operation of a vehicle/District vehicle in accordance with the terms and conditions of the District's insurance program are conditions of continuing employment. The CSRMA driving standards are included herein by reference.

ADDITIONAL REQUIREMENTS

None.

DISASTER SERVICE WORKER

All Dublin San Ramon Services District employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

WORK ENVIRONMENT/PHYSICAL DEMANDS

The work environment characteristics are representative of those an employee encounters while performing the essential functions of this job. The physical demands are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet. Works in an office environment, which is temperature controlled. While performing the duties of this job, the employee is regularly required to talk or hear.

PHYSICAL DEMANDS

STANDING

Average Frequency:	½ hour to 1 hour.
Duration:	Seconds to 5 minutes at a time.
Maximum Frequency:	Up to 2 hours.
Duration:	½ hour to 1 hour at a time, during presentations at a podium.
Surfaces:	Tile, carpet, concrete, asphalt.
Description:	Performs during presentations, communicating with coworkers or public during informal meetings, operating standard office equipment, accessing file drawers or shelves, and performing other described job duties.

WALKING

Average Frequency:	½ hour to 1 hour.
Duration:	Seconds to 5 minutes at a time.
Maximum Frequency:	Up to 1 ½ hours.
Duration:	Seconds to 5 minutes at a time.
Surfaces:	Tile, carpet, concrete, asphalt.
Description:	Performs within the building, to and from offices, relocating files/paperwork or office supplies, and performing other described job duties.

SITTING

Average Frequency:	7 to 7 ½ hours.
Duration:	30 minutes to 1 hour at a time.
Maximum Frequency:	Average frequency is consistent.
Duration:	N/A
Surfaces:	Cushioned vehicle seat or office chair.
Description:	Performs while performing various desk station activities including using a computer, reading, writing, driving a vehicle, during meetings and performing other described job duties.

KNEELING/CROUCHING/SQUATTING

Average Frequency:	0 to 1 time.
Duration:	Seconds at a time.
Maximum Frequency:	Average frequency is consistent.
Duration:	N/A
Surfaces:	Tile, carpet.
Description:	Performs while retrieving or positioning paperwork/files on and off lower shelves, drawers or ground level and performing other described job duties.

CRAWLING

Not a job requirement.

LAYING ON BACK/STOMACH

Not a job requirement.

CLIMBING/BALANCING

Average Frequency:	0 to 2 times.
Duration:	Seconds at a time.
Maximum Frequency:	Average frequency is consistent.
Duration:	Seconds at a time.
Surfaces:	Vehicle floorboard.
Description:	Performs while entering or exiting a vehicle cab, one step.

REACHING

- **Above Shoulder Level:**

Average Frequency:	0 to 1 time.
Duration:	Seconds at a time.
Maximum Frequency:	Average frequency is consistent.
Duration:	N/A
Description:	Performs while accessing or placing files/paperwork and related items on and off upper shelves. Unilateral or bilateral upper extremities from less than full-to-full extensions at each occurrence. A variable to reaching above shoulder level includes employee's height.

- **Between Waist and Shoulder Level:**

Average Frequency:	3 to 4 hours.
---------------------------	---------------

Duration: Seconds to 20 minutes at a time.
Maximum Frequency: 4 to 5 hours.
Duration: Seconds to 20 minutes at a time.
Description: Performs while utilizing a computer keyboard and input device to enter or retrieve data, which includes reaching within the primary reach zone, operating standard office equipment including a copy or fax machine, handling office supplies, driving a vehicle in conjunction with maneuvering a steering wheel, and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

- **Below Waist Level:**

Average Frequency: 0 to 1 time.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds at a time.
Description: Performs while retrieving or positioning paperwork/files on and off lower shelves, drawers or ground level and performing other described job duties. Unilateral or bilateral upper extremities from less than full-to-full extensions on each occurrence.

PUSHING/PULLING

Average Frequency: 2 to 10 times.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while opening or closing file cabinet drawers. Unilateral or bilateral arm use.

TWISTING/ROTATING

- **Waist:**

Not a job requirement.

- **Neck:**

Average Frequency: 1 to 2 hours.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, performing general office tasks, driving and performing other described job duties.

- **Wrists:**

Average Frequency: Up to 15 minutes.
Duration: Seconds at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs while handling office supplies and paperwork, and performing other described job duties. Unilateral or bilateral hand use.

BENDING

- **Waist:**

Alternated with squatting, employee preference.

- **Head/Neck:**

Average Frequency: 1 ½ to 2 hours.
Duration: Seconds to 5 minutes.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, reading, writing and reviewing paperwork, operating standard office equipment, performing general office tasks, and performing other described job duties.

- **Wrists:**

Average Frequency: 2 to 3 hours.
Duration: Seconds to 5 minutes at a time.
Maximum Frequency: Average frequency is consistent.
Duration: N/A
Description: Performs during normal body mechanics, handling office supplies and paperwork, driving in conjunction with maneuvering a steering wheel, and performing other described job duties. Unilateral or bilateral hand use.

LIFTING/CARRYING

0 to 10 lbs.

Objects: Writing utensils, paperwork/files, telephone handset, office supplies, standard office tools and other related items.
Average Frequency: 2 to 3 hours.
Maximum Frequency: Average frequency is consistent.
Duration: Seconds to 15 minutes at a time.
Distance: Up to 100 feet.
Height: Ground to shoulder or above.
Description: Performs while utilizing a writing utensil to complete paperwork, using a telephone, handling paperwork or files, office supplies, and other related items.

11 to 25 lbs.

Not a job requirement.

26 to 50 lbs.

Not a job requirement.

51 to 75 lbs.

Not a job requirement.

76 to 100 lbs.

Not a job requirement.

100+ lbs.

Not a job requirement.

SIMPLE GRASPING

Average Frequency:	1 to 2 hours.
Duration:	Seconds to 15 minutes at a time.
Maximum Frequency:	Average frequency is consistent.
Duration:	N/A
Description:	Performs while handling paperwork or files, handling office supplies, using a telephone handset, driving in conjunction with maneuvering a steering wheel and performing other described job duties. Unilateral or bilateral hand use.

POWER GRASPING

Not a job requirement.

FINE MANIPULATION

Average Frequency:	3 to 4 hours.
Duration:	Seconds to 20 minutes at a time.
Maximum Frequency:	4 to 5 hours.
Duration:	Seconds to 20 minutes at a time.
Description:	Performs while utilizing a computer keyboard and input device to enter or retrieve data, which includes a combination of fine manipulation and simple grasping, sorting and handling paperwork, pressing telephone buttons to make outgoing calls, operating office equipment by pressing buttons, using writing utensils to complete paperwork, and performing other described job duties. Unilateral or bilateral hand use.

MACHINES/TOOLS

- Writing utensils
- Computer
- Standard office equipment including copy and fax machines, scanners and printers
- Telephone
- Standard office tools including staplers, stapler removers and other related items
- Vehicle

PERSONAL PROTECTIVE EQUIPMENT

- None.

NOTICE: The Examples of Functions, responsibilities, work environment, physical demands etc. listed in this Job Analysis are representative only, and not exhaustive of the tasks that an employee may be required to perform.



Reference Board President	Type of Action Approve Proclamation	Board Meeting of November 3, 2015
Subject Approve Proclamation Honoring Bert Michalczyk, Retired General Manager of Dublin San Ramon Services District		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input type="checkbox"/> Staff	E. Duarte
		<input checked="" type="checkbox"/> Board Member

Recommendation:

The Board President recommends the Board of Directors approve, by Motion, a Proclamation honoring Bert Michalczyk, retired General Manager of Dublin San Ramon Services District, for 25 years of exemplary service and leadership.

Summary:

Bert Michalczyk was hired by Dublin San Ramon Services District on July 23, 1990 and promoted to General Manager on July 1, 2001. His exceptional leadership guided the District through a multitude of situations, including millions of dollars of expansions and improvements in facilities, an economic downturn, and an extreme drought emergency.

His passion played a key role in the following efforts: finding water for Dougherty Valley, which at build out will triple the District’s customer base; forming an important partnership with East Bay Municipal Utility District to bring recycled water to the San Ramon Valley for irrigation; and, encouraging the next generation to consider careers in the water industry.

His guidance and vision have provided the District with a strong foundation, equipping the Board of Directors and staff to continue some of the worthwhile efforts he championed: developing alternative water supplies; harnessing energy from our biosolids; and implementing indirect potable reuse.

For these, and many other reasons, the Board President recommends approving the proclamation for Bert Michalczyk, to thank him for all of his dedicated service, and to congratulate him on his well-deserved retirement.

Committee Review			Legal Review	Staff Review		
COMMITTEE	DATE	RECOMMENDATION		ORIGINATOR	DEPARTMENT	REVIEWED BY
---	---	---	Not Required	Stephenson	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. Proclamation 2. 3.				

PROCLAMATION
Honoring
Bert Michalczyk

WHEREAS, Bert Michalczyk’s 36-year career in the water industry includes a quarter of a century at Dublin San Ramon Services District, the last 15 years serving as General Manager; and

WHEREAS, Bert Michalczyk, during his tenure as General Manager saw the District experience significant growth, from 9,560 to 19,600 water connections; and

WHEREAS, Bert Michalczyk, early in his career, traveled up and down the state and found and secured water rights enabling the development of Dougherty Valley, a community that makes full use of recycled water; and

WHEREAS, Bert Michalczyk was instrumental in the creation of Dublin San Ramon Services District•East Bay Municipal Utility District Recycled Water Authority (DERWA), a joint powers authority formed in 1996, to administer and manage the recycled water facility that treats wastewater and distributes it as recycled water ideal for irrigation; and

WHEREAS, Bert Michalczyk, as a new General Manager, oversaw a \$170 million program which doubled the capacity of the Livermore-Amador Valley Water Management Agency (LAVWMA) and enabled it to dispose of 41.2 million gallons of treated effluent per day during wet weather; and

WHEREAS, Bert Michalczyk oversaw the \$50 million expansion of the Regional Wastewater Treatment Facility, increasing its capacity from 11.5 million gallons to 17 million gallons per day and making improvements in odor abatement, effluent pumping and computer controls; and

WHEREAS, Bert Michalczyk was a staunch supporter of the Regional Occupational Program, BAYWORK, and the creation of the Bay Area Consortium of Water and Wastewater Education to attract new candidates to the industry and encourage existing operators to continue their education and training; and

WHEREAS, Bert Michalczyk has pursued progressive financial policies and actions that guide the District in setting rates and fees, making investments, and managing funds; and

WHEREAS, Bert Michalczyk was instrumental in promoting regional solutions to future challenges through efforts in coordinating a Bay Area approach to managing biosolids, potential utility integration and consolidation in the Tri-Valley, out of which grew the Tri-Valley Water Policy Roundtable, pulling together elected officials and senior staff to achieve greater water supply reliability; and

WHEREAS, Bert Michalczyk guided the District through a time of rapid growth, the rough waters of the 2008-2009 economic downturn and a resumption of growth, all the while supporting the Dublin and San Ramon master plans; and

WHEREAS, Bert Michalczyk worked with the Board of Directors to plan for extreme conditions long before the drought, implementing a water shortage contingency plan that included conservation rates and drought stages, so when the 2014 drought hit the Tri-Valley, DSRSD quickly implemented the plan and became a star agency in the eyes of the State Water Resources Control Board, achieving three times the state mandated water conservation goal in 2015; and

WHEREAS, Bert Michalczyk led the District to own and control all of its liabilities through policy statements and proactive fiscal actions, and the District has made significant progress toward fully funding its employee retirement liabilities for Other Post Employment Benefits (OPEB) and pension retirement (CalPERS); and

WHEREAS, thanks to Bert Michalczyk’s vision and leadership, District staff, utilizing a “living” Strategic Plan, a solid management team, and a core of hard working, extremely talented employees, are now very well poised and capable of taking over the management of the District.

THEREFORE, BE IT PROCLAIMED that the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, recognizes and congratulates

Bert Michalczyk

on his retirement from the District after 25 years of exceptional leadership and dedicated service.

Adopted this 3rd day of November 2015.

Edward R. Duarte, President

D. L. (Pat) Howard, Vice President

Georgan M. Vonheeder-Leopold, Director

Richard M. Halket, Director

Madelyne A. (Maddi) Misheloff, Director

Nicole Genzale, District Secretary



Reference General Manager	Type of Action Discuss and Provide Direction	Board Meeting of November 3, 2015
Subject Review and Discuss Drought Management Program		
<input type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input checked="" type="checkbox"/> Other
REPORT:	<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	J. Archer
		<input type="checkbox"/> Board Member

Recommendation:

The General Manager recommends the Board of Directors receive comments from the public related to the District’s Drought Management Program, discuss those as appropriate and, by Consensus, provide appropriate direction to staff and/or Board Committees for follow-up or action at this or a future Board meeting.

Summary:

On May 19, 2015 the Board updated the District’s Drought Management Program by taking various actions that will run through the end of the State of Community Drought Emergency on February 29, 2016. On October 20, 2015 the Board made various changes to the Drought Management Plan that will be applicable in the fall and winter months through February 29, 2016. The elements of the current program as amended include the following:

- Extended the Community Drought Emergency;
- Established Water Use Curtailment Goals;
- Adopted Water Use Limitations (various blanket exemptions approved October 20, 2015);
- Adopted Penalties and Enforcement Provisions;
- Adopted Water Shortage Rate Stage 2 (Adopted Stage 1 Water Supply Shortage Rates effective November 1, 2015);
- Approved a Wise Water User Credit for FYE 2016 (Suspended effective with the Stage 1 Water Supply Shortage Rates);
- Approved an Enhanced Rebate Program (amended on June 16, 2015 and again on October 20, 2015);
- Endorsed the FYE 2016 Drought Response Action Plan; and
- Approved budget amendments for FYE 2016 related to Drought Management Activities.

The various aspects of the Drought Management Program affect all customers of the District in various ways. To be as open and transparent as possible, the Board wishes to allow the public an opportunity to address the Board on the various aspects of the Drought Management Program in a manner that can lead to a productive outcome. The public may always address the Board under the “Public Comment” portion of the Board agenda. However, for public comment made at that time, the Board is precluded from having substantive discussions in response to the public comment received. This agenda item allows the Board to engage in a substantive discussion of issues that may be raised by the public and also to provide staff or a Board Committee appropriate direction related to the Drought Management Program in a timely fashion. This item will be a standing item on the Board agenda throughout the duration of the Community Drought Emergency which is currently scheduled to expire on February 29, 2016.

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



Reference Engineering Services Manager	Type of Action Delegate Authority	Board Meeting of November 3, 2015
Subject Authorize and Direct the General Manager to Execute a Purchase Order with Andritz Separation, Inc., for Purchase of a Continuous Backwash Updraft Sand Filter for the DERWA Recycled Water Treatment Facility 6th Filter Project (CIP 16-R008)		
<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Informational	<input type="checkbox"/> Other
REPORT:	<input type="checkbox"/> Verbal	<input type="checkbox"/> Presentation
	<input checked="" type="checkbox"/> Staff	D. McIntyre
		<input type="checkbox"/> Board Member

Recommendation:

The Engineering Services Manager recommends the Board of Directors, by Motion, authorize and direct the General Manager to execute a purchase order with Andritz Separation, Inc., for purchase of a continuous backwash upflow sand filter in the amount of \$422,670.

Summary:

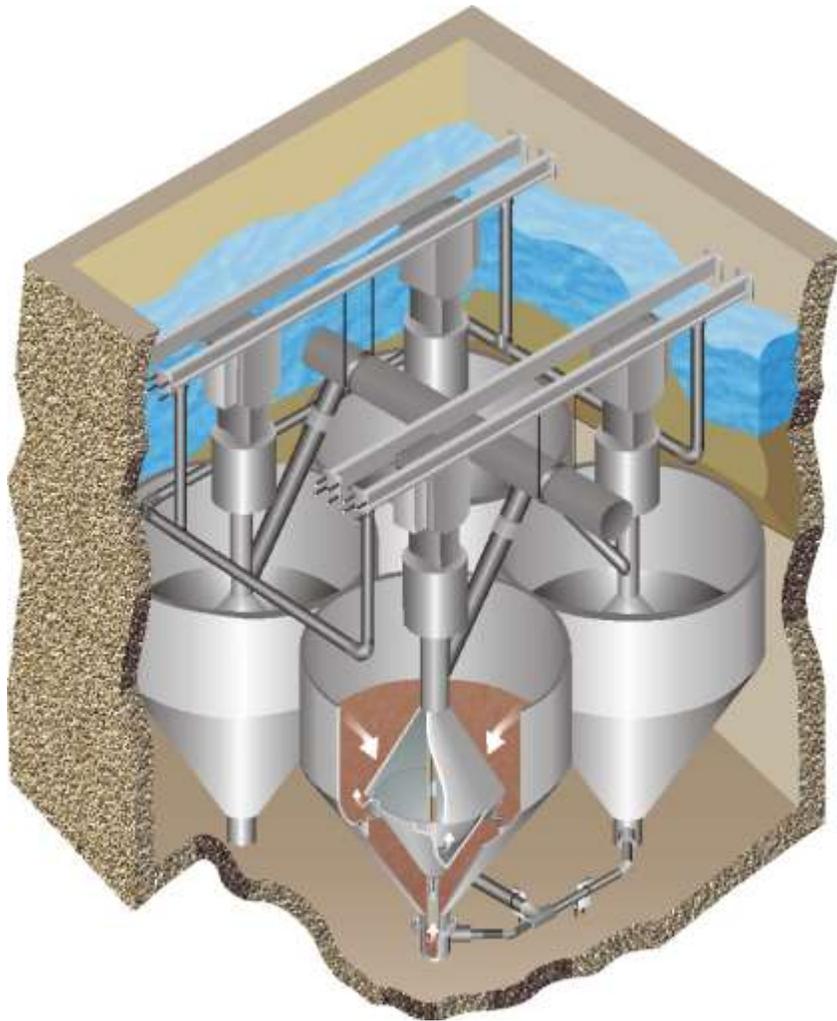
DERWA and the City of Pleasanton entered into an Agreement to Provide Recycled Water Treatment and Delivery Services dated January 7, 2014. The agreement provides that upon written notice from Pleasanton of its desire to proceed with the sixth sand filter expansion project, DERWA will cause DSRSD to commence the project. On August 4, 2015 Pleasanton provided such written notice and a payment of \$475,000 in accordance with the terms of the agreement. By letter dated August 7, 2015 Pleasanton requested the project be expedited to have the filter on line by May 2016 to conform to completion of the initial stage of the Pleasanton’s recycled water distribution system project. On October 26, 2015 DERWA declared a Community Drought Emergency and requested DSRSD rely on existing statutory authority, including but not limited to Public Contract Code 22050, to expedite the project and to procure services and materials without giving notice for bid.

In order to expedite the project, staff intends to pre-purchase the filter equipment, as the equipment has a long lead time, and then per Public Contract Code 22050 and the District’s Purchasing policy, negotiate with the District’s on-call contractor for the installation of the equipment. Staff will bring the negotiated construction agreement to the Board for approval in a few months.

In 2006 DERWA commissioned the Recycled Water Treatment Facility (RWTF). The RWTF was constructed with five upflow sand filters for treatment. A bay was left for a sixth filter to be installed at a later date. The existing five filters were designed for and constructed with equipment manufactured by Andritz Separation, Inc. To minimize maintenance costs, training requirements, and spare parts, the District has chosen to standardize on the Andritz filter. Therefore, Andritz is the sole source for the filter equipment.

The Project is funded 100% through the Water Expansion Fund (620).

Committee Review			Legal Review	Staff Review		
COMMITTEE ---	DATE ---	RECOMMENDATION ---	Not Required	ORIGINATOR S. Delight	DEPARTMENT Eng Services	REVIEWED BY
ATTACHMENTS <input type="checkbox"/> None						
<input type="checkbox"/> Resolution	<input type="checkbox"/> Minute Order	<input type="checkbox"/> Task Order	<input type="checkbox"/> Staff Report	<input type="checkbox"/> Ordinance		
<input checked="" type="checkbox"/> Cost \$422,670	<input checked="" type="checkbox"/> Funding Source A. Water Expansion (Fund 620) B.		Attachments to S&R 1. Andritz Proposal 2. 3.			



ANDRITZ Proposal
For Inquiry 1257637-6
Dublin San Ramon Service District
Pleasanton CA
October 20, 2015

10/20/2015

Paul Friedlander
Associate Vice President
Carollo Engineers, Inc.
2700 Ygnacio Valley Road, Suite 300
Walnut Creek, CA 94598
P: 925-932-1710

Dear Mr. Friedlander,

The ANDRITZ Separation proposal 1257637-4 is per The DRSD specification section 11206 dated 10/14/2015 , 01612 Seismic Design Criteria dated 10/07/15 and “Dublin San Ramon Tertiary Treatment Plant Sixth Filter” drawing set dated September 2015.

PRICING, FOB Jobsite.....	\$386,000.00 USD
California Sales Tax 9.5%.....	\$ 36,670.00 USD
TOTAL PRICE With 9.5% Sales Tax.....	\$422,670.00 USD

COMMERCIAL CONDITIONS

TERMS AND CONDITIONS

This price proposal is based on the attached ANDRITZ Separation Inc. Standard Terms and Conditions of Sale.

- *Price valid for 90 days*

TERMS OF PAYMENT (NET 30 DAYS)

- 25% upon approved submittals
- 65% upon shipment to Dublin San Ramone
- 10% upon Startup and Acceptance Testing Completion

Schedule

Approval drawings will be submitted by November 6, 2015”. Delivery of equipment to site is February 28, 2016.

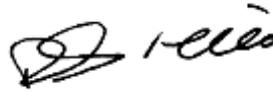
ACCESSORIES

This proposed price includes only those items identified in DSRD specifications 11206,01612 and Dublin San Ramon Tertiary Treatment Plant Sixth Filter Drawings. Any additional items which may be necessary for the operation of the equipment, but are not specifically identified are to be supplied by others or by ANDRITZ at an additional cost.

Thank you for your consideration. Please feel free to contact either of the contacts below with any questions.



Bruce SoRelle
Western Regional Sales
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LOCAL ANDRITZ REPRESENTATIVE

Mike Tooley
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Pleasanton, CA 94588
Ph: (925) 225-1900
Email: mtooley@miscowater.com

Enclosure: 2013 Standard Terms and Conditions of Sale

ANDRITZ SEPARATION INC. STANDARD TERMS AND CONDITIONS OF SALE

1. TERMS APPLICABLE

The Terms and Conditions of Sale listed below are the exclusive terms and conditions applicable to quotations made and orders acknowledged by the ANDRITZ entity supplying the same ("Seller") for the sales of products, equipment and parts relating thereto ("Products"). If this quotation or acknowledgment contains terms additional to or different from those offered by Buyer, then any acceptance by Seller is expressly made conditional upon Buyer's assent to such additional or different terms. Any of Buyer's terms and conditions that are in addition to or different from those contained herein, which are not separately agreed to by Seller in writing, are hereby objected to and shall be of no effect. [The term "this Agreement" as used herein means this quotation or acknowledgment or purchase order, together with any attachment hereto, any documents expressly incorporated by reference and these Terms and Conditions of Sale.]

2. DELIVERY

Delivery dates are good faith estimates and do not mean that "time is of the essence." Buyer's failure to promptly make advance or interim payments, supply technical information, drawings and approvals will result in a commensurate delay in delivery. Upon and after delivery, risk of loss or damage to the Products shall be Buyer's. Delivery of the Products hereunder will be made on the terms agreed to by the parties as set forth in this Agreement, according to INCOTERMS 2010.

3. WARRANTY

(a) Seller warrants to Buyer that the Products manufactured by it will be delivered free from defects in material and workmanship. This warranty shall commence upon delivery of the Products and shall expire on the earlier to occur of 12 months from initial operation of the Products and 18 months from delivery thereof (the "Warranty Period"). If during the Warranty Period Buyer discovers a defect in material or workmanship of a Product and gives Seller written notice thereof within 10 days of such discovery, Seller will, at its option, either deliver to Buyer, on the same terms as the original delivery was made, according to INCOTERMS 2010, a replacement part or repair the defect in place. Any repair or replacement part furnished pursuant to this warranty are warranted against defects in material and workmanship for one period of 12 months from completion of such repair or replacement, with no further extension. Seller will have no warranty obligations for the Products under this paragraph 3(a): (i) if the Products have not been operated and maintained in accordance with generally approved industry practice and with Seller's specific written instructions; (ii) if the Products are used in connection with any mixture or substance or operating condition other than that for which they were designed; (iii) if Buyer fails to give Seller such written 10 day notice; (iv) if the Products are repaired by someone other than Seller or have been intentionally or accidentally damaged; (v) for corrosion, erosion, ordinary wear and tear or in respect of any parts which by their nature are exposed to severe wear and tear or are considered expendable; or (vi) for expenses incurred for work in connection with the removal of the defective articles and reinstallation following repair or replacement.

(b) Seller further warrants to Buyer that at delivery, the Products manufactured by it will be free of any liens or encumbrances. If there are any such liens or encumbrances, Seller will cause them to be discharged promptly after notification from Buyer of their existence.

(c) **THE EXPRESS WARRANTIES SELLER MAKES IN THIS PARAGRAPH 3 ARE THE ONLY WARRANTIES IT WILL MAKE. THERE ARE NO OTHER WARRANTIES, WHETHER STATUTORY, ORAL, EXPRESS OR IMPLIED. IN PARTICULAR, THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(d) The remedies provided in paragraphs 3(a) and 3(b) are Buyer's exclusive remedy for breach of warranty.

(e) With respect to any Product or part thereof not manufactured by Seller, Seller shall pass on to Buyer only those warranties made to Seller by the manufacturer of such Product or part which are capable of being so passed on.

4. LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, the following limitations of liability shall apply:

(a) In no event, whether based on contract, tort (including negligence), strict liability or otherwise, shall Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies be liable to Buyer or any third party for loss of profits, revenue or business opportunity, loss by reason of shutdown of facilities or inability to operate any facility at full capacity, or cost of obtaining other means for performing the functions performed by the Products, loss of future contracts, claims of customers, cost of money or loss of use of capital, in each case whether or not foreseeable, or for any indirect, special, incidental or consequential damages of any nature.

(b) The aggregate liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, for all claims of any kind for any loss, damage, or expense resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof, together with the cost of performing make good obligations to pass performance tests, if applicable, shall in no event exceed the contract price. The foregoing notwithstanding, Seller's aggregate liability for any claims for (a) delay in delivery shall not exceed 5% and (b) failure to achieve performance requirements, shall not exceed 10% of the contract price.

(c) The limitations and exclusions of liability set forth in this paragraph 4 shall take precedence over any other provision of this Agreement and shall apply whether the claim of liability is based on contract, warranty, tort (including negligence), strict liability, indemnity, or otherwise. The remedies provided in this Agreement are Buyer's exclusive remedies.

(d) All liability of Seller, its officers, directors, employees, subcontractors, suppliers or affiliated companies, resulting from, arising out of or connected with the Products or this Agreement or from the performance or breach thereof shall terminate on the third anniversary of the date of this Agreement.

5. CHANGES, DELETIONS AND EXTRA WORK

Seller will not make changes in the Products unless Buyer and Seller have executed a written Change Order for such change. Any such Change Order will include an appropriate adjustment to the contract price and delivery terms. If the change impairs Seller's ability to satisfy any of its obligations to Buyer, the Change Order will include appropriate modifications to this Agreement. If, after the date of this quotation or acknowledgment, new or revised governmental requirements should require a change in the Products, the change will be subject to this paragraph 5.

6. TAXES

Seller's prices do not include any sales, use, excise or other taxes. In addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Products shall be billed to and paid by Buyer unless Buyer provides to Seller a tax-exemption certificate acceptable to the relevant taxing authorities.

7. SECURITY INTEREST

Seller shall retain a purchase money security interest and Buyer hereby grants Seller a lien upon and security interest in the Products until all payments hereunder have been made in full. Buyer acknowledges that Seller may file a financing statement or comparable document as required by applicable law and may take all other action it deems reasonably necessary to perfect and maintain such security interest in Seller and to protect Seller's interest in the Products.

8. SET OFF

Neither Buyer nor any of its affiliates shall have any right to set off claims against Seller or any of its affiliates for amounts owed under this Agreement or otherwise.

9. PATENTS

Unless the Products or any part thereof are designed to Buyer's specifications and provided the Product or any part thereof is not used in any manner other than as specified or approved by Seller in writing, (i) Seller shall defend against any claims made in a suit or proceeding brought against Buyer by an unaffiliated third party that any Product infringes a device claim of a United States or a Canadian patent issued as of the effective date of this Agreement and limited to the field of the specific Products provided under this Agreement; provided Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense of such claims; (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer on such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using any Product, then Seller will, at its option: (a) obtain for Buyer the right to continue using such Product or part; (b) eliminate the infringement

by replacing or modifying all or part of the Products; or (c) take back such Product or part and refund to Buyer all payments on the purchase price that Seller has received. The foregoing states Seller's entire liability for patent infringement by any Product or part thereof.

10. SOFTWARE LICENSE, WARRANTY, FEES

The following Software Terms and Conditions apply to any embedded or separately packaged software produced by Seller and furnished by Seller hereunder:

(a) Seller hereby grants to Buyer a non-exclusive, non-transferable, non-sub-licensable license to the Software, and any modifications made by Seller thereto only in connection with configuration of the Products and operating system for which the Software is ordered hereunder, and for the end-use purpose stated in the related Seller operating documentation. Buyer agrees that neither it nor any third party shall modify, reverse engineer, decompile or reproduce the Software, except Buyer may create a single copy for backup or archival purposes in accordance with the related Seller operating documentation (the "Copy"). Buyer's license to use the Software and the Copy of such Software shall terminate upon any breach of this Agreement by Buyer. All copies of the Software, including the Copy, are the property of Seller, and all copies for which the license is terminated shall be returned to Seller with written confirmation after termination.

(b) Seller warrants that, on the date of shipment of the Software or the Products containing the Software to Buyer: (1) the Software media contain a true and correct copy of the Software and are free from material defects; (2) Seller has the right to grant the license hereunder; and (3) the Software will function substantially in accordance with the related Seller operating documentation.

(c) If within 12 months from the date of delivery of the Software or Products containing the Software, Buyer discovers that the Software is not as warranted above and notifies Seller in writing prior to the end of such 12 month period, and if Seller determines that it cannot or will not correct the nonconformity, Buyer's and Seller's Seller-authorized transferee's exclusive remedies, at Seller's option, are: (1) replacement of the nonconforming Software; or (2) termination of this license and a refund of a pro rata share of the contract price or license fee paid.

(d) If any infringement claims are made against Buyer arising out of Buyer's use of the Software in a manner specified by Seller, Seller shall: (i) defend against any claim in a suit or proceeding brought by an unaffiliated third party against Buyer that the Software violates a registered copyright or a confidentiality agreement to which Seller was a party, provided that Seller is notified promptly in writing and given the necessary authority, information and assistance for the defense and settlement of such claims (including the sole authority to select counsel and remove the Software or stop accused infringing usage); (ii) Seller shall satisfy a final judgment (after all appeals) for damages entered against Buyer for such claims, so long as such damages are not attributable to willful conduct or sanctioned litigation conduct; and (iii) if such judgment enjoins Buyer from using the Software, Seller may at its option: (a) obtain for Buyer the right to continue using such Software; (b) eliminate the infringement by replacing or modifying the Software, or (c) take back such Software and refund to Buyer all payments on the purchase price that Seller has received. However, Seller's obligations under this Paragraph 10 shall not apply to the extent that the claim or adverse final judgment relates to: (1) Buyer's running of the Software after being notified to discontinue; (2) non-Seller software, products, data or processes; (3) Buyer's alteration of the Software; (4) Buyer's distribution of the Software to, or its use for the benefit of, any third party; or (5) Buyer's acquisition of confidential information (a) through improper means; (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a third party who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the confidential information. Buyer will reimburse Seller for any costs or damages that result from actions 1 to 5. In Seller's discretion and at Seller's own expense, with regard to any actual or perceived infringement claim related to the Software, Seller may: (i) procure the right to use the Software, (ii) replace the Software with a functional equivalent, and/or (iii) modify the Software. Under (ii) and (iii) above, Buyer shall immediately stop use of the allegedly infringing Software.

(e) This warranty set forth in subparagraph (c) above shall only apply when: (1) the Software is not modified by anyone other than Seller or its agents authorized in writing; (2) there is no modification in the Products in which the Software is installed by anyone other than Seller or its agents authorized in writing; (3) the Products are in good operating order and installed in a suitable operating environment; (4) the nonconformity is not caused by Buyer or a third party; (5) Buyer promptly notifies Seller in writing, within the period of time set forth in subparagraph (c) above, of the nonconformity; and (6) all fees for the Software due to Seller have been timely paid. **SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.**

(f) Buyer and its successors are limited to the remedies specified in this Paragraph 10.

(g) Any subsequent modifications or enhancements to the Software made by Seller are, at Seller's option, subject to a fee.

11. TERMINATION

Buyer may only terminate its order upon written notice to Seller and upon payment to Seller of Seller's termination charges, which shall be specified to Buyer and shall take into account among other things expenses (direct and indirect) incurred and commitments already made by Seller and an appropriate profit; provided, that in no event shall Seller's termination charges be less than 25% of the contract price. Seller shall have the right to suspend and/or terminate its obligations under this Agreement if payment is not received within 30 days of due date. In the event of the bankruptcy or insolvency of Buyer or in the event of any bankruptcy or insolvency proceeding brought by or against Buyer, Seller shall be entitled to terminate any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

12. CONFIDENTIALITY

Buyer acknowledges that the information which Seller submits to Buyer in connection with this quotation, acknowledgment or performance of this Agreement includes Seller's confidential and proprietary information, both of a technical and commercial nature. Buyer agrees not to disclose such information to third parties without Seller's prior written consent. Seller grants to Buyer a non-exclusive, royalty-free, perpetual license to use Seller's confidential and proprietary information for purposes of this Agreement and the Products that are the subject hereof only. Buyer further agrees not to permit any third party to fabricate the Products or any parts thereof from Seller's drawings or to use the drawings other than in connection with this Agreement. Buyer will defend and indemnify Seller from any claim, suit or liability based on personal injury (including death) or property damage related to any Product or part thereof which is fabricated by a third party without Seller's prior written consent and from and against related costs, charges and expenses (including attorneys fees). All copies of Seller's drawings shall remain Seller's property and may be reclaimed by Seller at any time.

13. END USER

If Buyer is not the end user of the Products sold hereunder (the "End User"), then Buyer will use its best efforts to obtain the End User's written consent to be bound to Seller by the provisions hereof. If Buyer does not obtain such End User's consent, Buyer shall defend and indemnify Seller and Seller's agents, employees, subcontractors and suppliers from any action, liability, cost, loss, or expense for which Seller would not have been liable or from which Seller would have been indemnified if Buyer had obtained such End User's consent.

14. FORCE MAJEURE

(a) **Force Majeure Defined.** For the purpose of this Agreement "Force Majeure" will mean all unforeseeable events, beyond the reasonable control of either party which affect the performance of this Agreement, including, without limitation, acts of God, acts or advisories of governmental or quasi-governmental authorities, laws or regulations, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, insurrections, riots, epidemics, pandemics, outbreaks of infectious disease or other threats to public health, lightning, earthquakes, fires, storms, severe weather, floods, sabotage, delays in transportation, rejection of main forgings and castings, lack of available shipping by land, sea

or air, lack of dock lighterage or loading or unloading facilities, inability to obtain labor or materials from usual sources, serious accidents involving the work of suppliers or sub-suppliers, thefts and explosions.

(b) **Suspension of Obligations.** If either Buyer or Seller is unable to carry out its obligations under this Agreement due to Force Majeure, other than the obligation to make payments due hereunder, and the party affected promptly notifies the other of such delay, then all obligations that are affected by Force Majeure will be suspended or reduced for the period of Force Majeure and for such additional time as is required to resume the performance of its obligations, and the delivery schedule will be adjusted to account for the delay.

(c) **Option to Terminate.** If the period of suspension or reduction of operations will extend for more than four (4) consecutive months or periods of suspension or reduction total more than six (6) months in any twelve (12) month period, then either Buyer or Seller may terminate this Agreement.

15. INDEMNIFICATION AND INSURANCE

(a) **Indemnification.** Seller agrees to defend and indemnify Buyer from and against any third-party claim for bodily injury or physical property damage ("Loss") arising in connection with the Products provided by Seller hereunder or the work performed by Seller hereunder, but only to the extent such Loss has been caused by the negligence, willful misconduct or other legal fault ("Fault") of Seller. Buyer shall promptly tender the defense of any such third-party claim to Seller. Seller shall be entitled to control the defense and resolution of such claim, provided that Buyer shall be entitled to be represented in the matter by counsel of its choosing at Buyer's sole expense. Where such Loss results from the Fault of both Seller and Buyer or a third party, then Seller's defense and indemnity obligation shall be limited to the proportion of the Loss that Seller's Fault bears to the total Fault.

(b) **Insurance.** Seller shall maintain commercial general liability insurance with limits of not less than \$2,000,000 per occurrence and in the aggregate covering claims for bodily injury (including death) and physical property damage arising out of the Products. Seller will provide a Certificate of Insurance certifying the existence of such coverages upon request.

16. GENERAL

(a) Seller represents that any Products or parts thereof manufactured by Seller will be produced in compliance with all applicable federal, state and local laws applicable to their manufacture and in accordance with Seller's engineering standards. Seller shall not be liable for failure of the Products to comply with any other specifications, standards, laws or regulations.

(b) This Agreement shall inure only to the benefit of Buyer and Seller and their respective successors and assigns. Any assignment of this Agreement or any of the rights or obligations hereunder, by either party without the written consent of the other party shall be void.

(c) This Agreement contains the entire and only agreement between the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings between Buyer and Seller concerning the Products and any prior course of dealings or usage of the trade not expressly incorporated herein.

(d) This Agreement may be modified, supplemented or amended only by a writing signed by an authorized representative of Seller. Seller's waiver of any breach by Buyer of any terms of this Agreement must also be in writing and any waiver by Seller or failure by Seller to enforce any of the terms and conditions of this Agreement at any time, shall not affect, limit or waive Seller's right thereafter to enforce and compel strict compliance with every term and condition thereof.

(e) (i) If the Products are delivered or performed in the United States, this Agreement and the performance thereof will be governed by and construed according to the laws of the State of Georgia.

(ii) In the circumstances of (i) above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or to the Products provided pursuant hereto, shall be definitively settled by arbitration, to the exclusion of courts of law, administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in force at the time this Agreement is signed and to which the parties declare they will adhere (the "AAA Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Atlanta, Georgia by a panel of three members, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the panel and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within forty-five (45) days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the AAA in accordance with the AAA Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within thirty (30) days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the AAA in accordance with the AAA Rules.

(f) (i) If the Products are delivered or performed in Canada, this Agreement and the performance thereof will be governed by and construed according to the laws of the Province of New Brunswick.

(ii) In the circumstances of (i) above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, or to the Products provided pursuant hereto, shall be definitively settled under the auspices of the Canadian Commercial Arbitration Centre ("CCAC"), by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules in force at the time the Agreement is signed and to which the parties declare they will adhere (the "CCAC Rules"), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the party against whom enforcement is sought or having jurisdiction over any of such party's assets. The arbitration shall be conducted in Saint John, New Brunswick by a panel of three arbitrators, one of whom will be appointed by each of Buyer and Seller and the third of whom will be the chairman of the arbitral tribunal and will be appointed by mutual agreement of the two party-appointed arbitrators. All arbitrators must be persons who are not employees, agents, or former employees or agents of either party. In the event of failure of the two party-appointed arbitrators to agree within forty-five (45) days after submission of the dispute to arbitration upon the appointment of the third arbitrator, the third arbitrator will be appointed by the CCAC in accordance with the CCAC Rules. In the event that either of Buyer or Seller fails to appoint an arbitrator within thirty (30) days after submission of the dispute to arbitration, such arbitrator, as well as the third arbitrator, will be appointed by the CCAC in accordance with the CCAC Rules.

(g) The parties hereto have required that this Agreement be drawn up in English. Les parties aux présentes ont exigé que la présente convention soit rédigée en anglais.

Apr 2014 Rev.