



**DUBLIN SAN RAMON SERVICES DISTRICT**  
**Board of Directors**

**NOTICE OF REGULAR MEETING**

**TIME:** 6 p.m.

**DATE:** Tuesday, February 21, 2017

**PLACE:** Regular Meeting Place  
7051 Dublin Boulevard, Dublin, CA

**AGENDA**

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

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL – Members: Duarte, Halket, Howard, Misheloff, Vonheeder-Leopold
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)  
At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight’s agenda. Comments should not exceed five minutes. Speakers’ cards are available from the District Secretary and should be completed and returned to the Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern, introduce him/herself, and then proceed with his/her comment.
6. REPORTS
  - 6.A. Reports by General Manager and Staff
    - Event Calendar
      - Central Contra Costa Sanitary District Liaison meeting – February 23, 2017 at 3:30 p.m.
      - Strategic Plan Workshop – March 7, 2017 at 4 p.m.
    - Board Correspondence
  - 6.B. Joint Powers Authority and Committee Reports  
External Affairs – February, 21, 2017 at 5 p.m.
  - 6.C. Agenda Management (consider order of items)
7. APPROVAL OF MINUTES
  - 7.A. Regular Meeting of *February 7, 2017*  
**Recommended Action:** Approve by Motion
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.

- 8.A. Approve DSRSD and EBMUD Assistance Agreement  
**Recommended Action:** Approve by Resolution
- 8.B. Approve Annual Scholarship Donations to ACWA and CASA in Honor of James B. Kohnen  
**Recommended Action:** Approve by Motion
- 8.C. Authorize the General Manager to Execute a Purchase Order with Mohawk Carpet Distribution, Inc. under the California Multiple Award Schedules Contract (CMAS Contract 4-13-72-0039C) for the District Office Improvements Project (CIP 16-A006)  
**Recommended Action:** Approve by Motion
- 8.D. Authorize Amendment No. 2 to Task Order No. 1 with 4Leaf, Inc., for Construction Management Services for the DSRSD Field Operations Facility Renovations (CIP 16-A005)  
**Recommended Action:** Approve by Motion
9. BOARD BUSINESS
- 9.A. Receive Presentation by Zone 7 Staff on Zone 7 Water Supply Projects  
**Recommended Action:** Receive Presentation
- 9.B. Receive Presentation on Financial Issues for the California WaterFix  
**Recommended Action:** Receive Presentation
- 9.C. Receive Presentation for the Dublin Trunk Sewer Rehabilitation Project (CIP 16-S021)  
**Recommended Action:** Receive Presentation
- 9.D. Receive Presentation on Local Wastewater Program  
**Recommended Action:** Receive Presentation
10. BOARD MEMBER ITEMS
- Submittal of Written Reports from Travel and Training Attended by Directors
11. ADJOURNMENT

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**

**February 7, 2017**

1. CALL TO ORDER

A regular meeting of the Board of Directors was called to order at 6 p.m. by President Richard Halket.

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

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

District staff present: Dan McIntyre, General Manager; Judy Zavadil, Engineering Services Manager; Carol Atwood, Administrative Services Manager/Treasurer; Jeff Carson, Operations Manager; Carl P.A. Nelson, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

Operations Manager Carson gave a briefing on the effects of the recent rainfall. He reviewed the increased flow to the treatment plant and highlighted the rising water levels in the Alamo Canal which has submerged the pipeline that usually sits above the canal.

New Employee Introduction:  
Joe Hattrup, Construction Inspector I

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:04 p.m. No public comment was received.

6. REPORTS

A. Reports by General Manager and Staff

- Event Calendar – General Manager McIntyre reported on the following:
  - o He and Director Duarte will attend Mayor Clarkson’s Annual State of the City Address in San Ramon on February 9.
  - o The California Association of Sanitation Agencies Washington D.C. Policy Forum will be held on February 27-March 1.
  - o A special DERWA meeting will be held on March 6.
  - o He will attend the Tri-Valley Cities Dinner on March 15. Board should contact staff if they wish to attend.
  - o He will attend the annual Alameda County Special Districts Association dinner in Castro Valley on March 23. Board should contact staff if they wish to attend.
  - o Several liaison meetings will be held in the next few months represented by the External Affairs Committee representatives:

- Central Contra Costa Sanitation District, February 23
- City of Dublin, March 23
- City of Pleasanton, April 20
- Tri-Valley Water Liaison meeting, date to be determined.
- An External Affairs Committee meeting will be scheduled for February 21 to prepare for the several upcoming liaison meetings.
- A special meeting workshop will be held March 7 to review and discuss the District's Strategic Plan update. The workshop will be scheduled ahead of the regular Board meeting that evening.
- He will attend the Association of California Water Agencies conference May 9-12 in Monterey. Board should contact staff if they wish to attend.

President Halket also mentioned City of Dublin will hold its traditional St. Patrick's Day festivities March 17-19.

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

7. APPROVAL OF MINUTES – Regular Meeting of January 3, 2017

Vice President Vonheeder-Leopold MOVED for the approval of the January 3, 2017 minutes. Director Misheloff SECONDED the MOTION, which CARRIED with FIVE AYES.

8. CONSENT CALENDAR

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

A. Accept the Following Regular and Recurring Reports: Water Supply and Conservation, District Financial Statements, Warrant List, Upcoming Board Business, and Unexpected Asset Replacement Request – Approved.

9. BOARD BUSINESS

A. Receive Presentation on the Governor's Executive Order B-37-16 to Establish Long-Term Water Conservation Measures

Engineering Services Manager Zavadil introduced Principal Engineer Rhodora Biagtan who reviewed the item for the Board. Ms. Biagtan gave a presentation explaining the Governor's order and reviewing the draft document released by the State Water Resources Control Board *Making Water Conservation a California Way of Life - Implementing Executive Order B-37-16*, which proposes a framework under which the Executive Order will be implemented. She explained the order sets new water conservation targets based on unique conditions of each agency and will be based on strengthened standards for indoor residential per capital water use, outdoor irrigation, and water lost through leaks. The District will respond based on the unique target imposed upon district.

The Board and staff discussed the proposed framework, the state's required reporting and data collection from agencies, and potential impacts of the Executive Order on the District. The Board wondered how the State will use the data they will gather, and stated that it is imperative that the District's input be taken into consideration. Staff ensured this matter will be monitored closely, and the Board will be apprised as this matter develops. The Board agreed that based upon how well the District is operated, and has managed water conservation measures, the impact to the District should be minimal but other agencies may be impacted very negatively.

B. Discussion of Communications Practices with Board

General Manager McIntyre reviewed the item for the Board.

The Board and staff discussed the various communication concepts presented. The Board agreed the current Bi-Weekly GM Report was very helpful, a streamlined budget document (including the operating funds spreadsheets) provided to the Board with ample review time was desirable, and subject specific workshops scheduled ahead of Board meetings would be informative and useful. Six to eight workshops during the year was suggested so as to not overburden staff with preparations. Per the Board's request, staff will include the current CAFR (comprehensive annual financial report) and operating budget at the dais and distribute key contact wallet cards.

10. BOARDMEMBER ITEMS

Director Misheloff submitted a written report to Executive Services Supervisor Genzale. She attended the California Association of Sanitation Agencies (CASA) Winter Conference held in Palm Springs January 18-20. She summarized the activities and discussions at the meeting.

Director Duarte submitted a written report to Executive Services Supervisor Genzale. He attended the Contra Costa Special Districts Association meeting held at Central Contra Costa Sanitary District in Martinez on January 23. He summarized the activities and discussions at the meeting. He also reported that he received a notification of nominations for the SDRMA 2017 Board election and submitted it to General Manager McIntyre for appropriate handling.

Vice President Vonheeder-Leopold submitted written reports to Executive Services Supervisor Genzale. She attended the Alameda County Special Districts Association Board meeting held at Oro Loma Sanitary District in San Lorenzo on January 11, the CASA conference, CASA Board meeting, and BAB2E (Bay Area Biosolids to Energy) meetings held in Palm Springs January 18-20. She summarized the activities and discussions at the meetings.

Director Howard noted dates for a special LAVWMA meeting have been proposed to the LAVWMA representatives and one date is in conflict with the ACSDA dinner.

President Halket stated that the DERWA recycled water expansion project groundbreaking event held on January 25 was a great event with an impressive turnout. He thanked staff for planning such a successful event.

11. ADJOURNMENT

President Halket adjourned the meeting at 7:01 p.m.

Submitted by,

Nicole Genzale, CMC  
Executive Services Supervisor



**TITLE:** Approve DSRSD and EBMUD Assistance Agreement

**RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Resolution, Dublin San Ramon Services District (DSRSD) and East Bay Municipal Utility District (EBMUD) Assistance Agreement (Assistance Agreement) regarding use of either Party facilities to establish a temporary call center during an emergency.

**SUMMARY:**

This Assistance Agreement is made between EBMUD and DSRSD, to provide access and use of one Party’s facilities to the other Party for the purpose of establishing a temporary call center if one of the facilities are damaged or rendered unusable by an emergency. For this purpose, each Party would determine which of its facilities could best be provided for use by the other Party. Use of the facility as described herein would include office space, Ethernet connectivity, and internet access.

It is in the interest of EBMUD and DSRSD to be prepared for emergency situations and to secure an alternate site location for customer service staff to be able to respond to customers and stakeholders and address operational issues during an emergency.

The Assistance Agreement is in-line with our Strategic Plan in creating partnerships for resiliency during emergencies as part of emergency preparedness. The DSRSD-EBMUD Assistance Agreement would strengthen our emergency plan.

This Assistance Agreement shall be effective on the date of execution and shall continue in effect indefinitely, except as otherwise provided herein. Either Party may withdraw its participation at any time after the effective date with thirty (30) days prior written notice to the other Party.

<b>Originating Department: Operations</b>	<b>Contact: J. Carson</b>	<b>Legal Review: Yes</b>
<b>Cost: \$0</b>	<b>Funding Source: N/A</b>	
<b>Attachments:</b> <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other	<b>Attachment 1 – DSRSD/EBMUD Assistance Agreement</b>	
		7 of 45

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

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT AUTHORIZING EXECUTION OF AN ASSISTANCE AGREEMENT BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT AND EAST BAY MUNICIPAL UTILITY DISTRICT

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WHEREAS, the East Bay Municipal Utility District (EBMUD) and Dublin San Ramon Services District (DSRSD) (Parties) desire to provide access and use of one party's facilities to the other party for the purpose of establishing a temporary call center if one party's facilities are damaged or rendered unusable by an emergency; and

WHEREAS, being a party to this Agreement does not, in and of itself, assure any party that assistance will be provided if, when, or as requested. By signing this Agreement, each party thereby agrees that any assistance which is given upon the request of a party to this Agreement shall be subject to the terms and conditions of this Agreement; and

WHEREAS, if a party is unable to render assistance to the other due to damage to their own facilities and their corresponding response to the emergency, then said party shall communicate this fact to the other party as soon as practical; and

WHEREAS, it is in the interest of EBMUD and DSRSD to be prepared for emergency situations and to secure an alternate site location for customer service staff to be able to respond to customers and stakeholders and address operational issues during an emergency.

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



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

1. That certain agreement titled “Dublin San Ramon Services District and East Bay Municipal Services District Assistance Agreement - 2017” (Exhibit A), a copy of which is on file in the Office of the General Manager, to which copy reference is hereby made and hereby approved, and the General Manager and District Secretary are hereby authorized and directed to execute, and to attest thereto, respectively, said agreement for and on behalf of Dublin San Ramon Services District.
2. Effective Date: This resolution shall be effective upon the date of its adoption.

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 21st day of February 2017, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Richard M. Halket, President

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

**DUBLIN SAN RAMON SERVICES DISTRICT  
AND  
EAST BAY MUNICIPAL UTILITY DISTRICT  
ASSISTANCE AGREEMENT**

2017

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## ASSISTANCE AGREEMENT

### 1. PARTIES

- 1.1. This Assistance Agreement (hereinafter referred to as “Agreement”) is made and entered effective as of the date of the last signature among East Bay Municipal Utility District (EBMUD) and Dublin San Ramon Services District (DSRSD), to provide access and use of one Party’s facilities to the other Party for the purpose of establishing a temporary call center if one Party’s facilities are damaged or rendered unusable by an emergency. For this purpose, each party would determine which of its facilities could best be provided for use of the other party. Use of the facility as described herein would include office space, Ethernet connectivity, and internet access. Each of the parties which have executed this Agreement may hereinafter be referred to collectively as “Parties.”

### 2. RECITALS

This Agreement is made with reference to the following facts, among others:

- 2.1 Being a Party to this Agreement does not, in and of itself, assure any Party that assistance will be provided if, when, or as requested. By signing this Agreement, each Party thereby agrees that any assistance which is given upon the request of a Party to this Agreement shall be subject to the terms and conditions of this Agreement.
- 2.2 If a Party is unable to render assistance to the other due to damage to their own facilities and their corresponding response to the emergency, then said Party shall communicate this fact to the other Party as soon as practical.
- 2.3 It is in the interest of EBMUD and DSRSD to be prepared for emergency situations and to secure an alternate site location for customer service staff to be able to respond to customers and stakeholders and address operational issues during an emergency.

### 3. SCOPE OF ASSISTANCE

- 3.1. In the event of an emergency impairing the ability of EBMUD customer service staff to report to their regular work facility, EBMUD may request DSRSD to provide assistance by providing the use of a DSRSD facility that will enable EBMUD customer service staff to continue to perform EMBUD’s customer service functions required in such emergency. DSRSD shall, at its sole discretion, determine if it can provide such assistance. If DSRSD is able to provide assistance, such assistance shall be provided in accordance with the terms and conditions of this Agreement.
- 3.2. In the event of an emergency impairing the ability of DSRSD customer service staff to report to their regular work facility, DSRSD may request EBMUD to provide assistance by providing the use of an EBMUD facility that will enable DSRSD customer service staff to continue to perform DSRSD’s customer service functions required in such emergency. EBMUD shall, at its sole discretion, determine if it can provide such assistance. If EBMUD is able to provide assistance, such assistance shall be provided in accordance with the terms and conditions of this Agreement.

- 3.3. When either Party receives a request for assistance under this Agreement from the other Party, this request may be considered for priority. While each Party reserves the right to limit assistance provided based upon its own priorities at the time of the request, it is understood by this Agreement that:
- 3.3.1 Providing as much of the assistance as is possible under the terms and conditions of this Agreement will be the goal of each Party. DSRSD shall, however, have sole and absolute discretion as to whether access and use of DSRSD's facilities is available. Likewise, EBMUD shall, however, have sole and absolute discretion as to whether access and use of EBMUD's facilities is available
  - 3.3.2 Facility use includes, but is not limited to, Ethernet and Internet connectivity, furniture, phone lines, utilities, break room, restrooms, and parking.
- 3.4 Requests for assistance may be made either verbally or in writing by the authorized representative(s) of one Party and shall be directed to the authorized representative of the other Party. Authorized representatives of the Parties are identified in Attachment A hereto and shall be updated in writing upon any change in such authorized representative. Upon acceptance of a request for assistance either verbally or in writing from one Party, the other Party shall respond with reasonable dispatch to the request in accordance with information and instructions. All requests for assistance shall follow the procedures described in Attachment B. If the initial request for assistance is VERBAL, the request shall be followed as soon as is practicable with a written request; and in all cases, to avoid confusion, the scope of work and details required as described in Attachment C will be provided in writing as soon as practicable.
- 3.5 Each Party will provide the name and contact information for the person(s) designated as the On-site Liaison(s) and person(s) to be designated as supervisory to accompany personnel. Likewise, each Party will provide the name(s) and contact information for the person(s) designated to be the Assistance Liaison to the Party requesting assistance.
- 3.5.1 For the purposes of this Agreement, the responding Party shall be deemed to have authorized the requesting Party to proceed with mobilization when the requesting Party signs and submits or otherwise communicates, as emergency conditions permits, a formal written request to the responding Party, in a form substantially similar to that in Attachment C. If a formal written request cannot be furnished at the time, a verbal confirmation, preferably a voice mail message for purposes of documenting requests, will be acceptable, or an exchange of email between the Parties will also be acceptable. If confirmation is given verbally or via email, a formal written request and confirmation shall follow within twenty-four (24) hours or as soon as practicable.
  - 3.5.2 The Parties hereto agree that access and use of one Party's facility shall be at no cost to the other Party. In the event use of the facility extends longer than three days, the Parties will discuss and agree upon reimbursable expenses.

3.6 For purposes of this Agreement, the term “reimbursable expenses” shall be defined to mean those costs, expenses, charges, or outlays paid or incurred by the Party providing a facility in any approved phase of rendering assistance to the other Party pursuant to the provisions of this Agreement.

#### 4. TERM AND TERMINATION

4.1 This Agreement shall be effective on the date of execution and shall continue in effect indefinitely, except as otherwise provided herein. Any Party may withdraw its participation at any time after the effective date with thirty (30) days prior written notice to the other Party.

4.2 As of the effective date of any withdrawal, the withdrawing Party shall have no further rights or obligations under this Agreement.

#### 5. GOVERNING LAW

5.1 Unless otherwise noted, this Agreement shall be interpreted, governed and construed by and under the laws of the state of California.

#### 6. AUTHORIZED REPRESENTATIVE

6.1 The Parties shall, within thirty (30) days following execution of this Agreement, appoint authorized representatives and alternate authorized representatives, and exchange all such information as provided in Attachment A. Such information shall be updated by each Party prior to January 1st of each year that this Agreement remains in effect, or within sixty (60) days of any change in authorized representative or alternate representative. The authorized representatives or the alternate authorized representatives shall have the authority to request and provide assistance.

#### 7. ASSIGNMENT OF AGREEMENT

7.1 No Party may assign this Agreement, or any interest herein, to a third party, without the written consent of the other Parties.

#### 8. WAIVERS OF AGREEMENT

8.1 Failure of a Party to enforce any provision of this Agreement, or to require performance by the other Parties of any of the provisions hereof, shall not be construed to waive such provision, nor to affect the validity of this Agreement or any part thereof, or the right of such Parties to thereafter enforce each and every provision. This Agreement may not be altered or amended, except by a written document signed by both Parties.

#### 9. ENTIRE AGREEMENT

9.1 This Agreement is the entire Agreement between the Parties concerning the subject matter of the Agreement. It supersedes and takes the place of all conversations the

Parties may have had, or documents the Parties may have exchanged, with regard to the subject matter, including any prior Agreement(s).

## 10. NOTICES

10.1 All communications between the Parties relating to the provisions of this Agreement shall be addressed to the authorized representatives of the Parties, or in their absence, to the alternate authorized representative as identified in Attachment A. Communications shall be in writing, and shall be deemed given if made or sent by E-mail with confirmation of receipt by reply email, confirmed fax, personal delivery, or registered or certified mail postage prepaid. Each Party reserves the right to change the names of those individuals identified in Attachment A applicable to that Party, and shall notify each of the other Parties of such change in writing. Both Parties shall keep each other informed of the information contained in Attachment A and reply to all reasonable requests of such Party for information regarding the administration of this Agreement.

## 11. INSURANCE

11.1 Each party shall take out and maintain and/or self-insure during the life of this agreement all insurance required in this section.

Workers' Compensation – per statute

General Liability - \$2,000,000/Occurrence, Bodily Injury, Property Damage

Automobile Liability - \$1,000,000/Occurrence, Bodily Injury, Property Damage

## 12. INDEMNIFICATION

12.1 The Requesting Party shall defend, indemnify and hold harmless the Assisting Party, its directors, officers, agents, employees, successors and assigns from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorneys' fees and expenses, resulting from the death or injury to any person or damage to any property, which results from the furnishing of assistance by the Assisting Party except to the extent that such death or injury to person, or damage to property is caused by the negligence or willful misconduct of the Assisting Party.

12.2 In the event any claim or demand is made, or suit or action is filed, against the Assisting Party, alleging liability for which the Requesting Party shall indemnify and hold harmless the Assisting Party, Assisting Party shall notify the Requesting Party thereof, and the Requesting Party, at its sole cost and expense, shall settle, compromise or defend the same in such manner as it, in its sole discretion, deems necessary or prudent, subject to possible reimbursement to the extent that such death or injury to person, or damage to property is caused by the negligence or willful misconduct of the Assisting Party. However, Requesting Party shall consult with Assisting Party during the pendency of all such claims or demands, and shall advise Assisting Party of Requesting Party's intent to settle any such claim or demand.

- 12.3 The equipment which the Assisting Party shall provide to the Requesting Party pursuant to Section 3 above is accepted by the Requesting Party in an “as is” condition, and the Assisting Party makes no representations or warranties as to the condition, suitability for use, freedom from defect or otherwise of such equipment. Requesting Party shall utilize the equipment at its own risk. Requesting Party shall, at its sole cost and expense, defend, indemnify and hold harmless Assisting Party, its directors, officers, agents, employees, successors and assigns, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorneys’ fees and expenses, resulting from the death or injury to any person or damage to any property, arising out of the utilization of the equipment by or for the Requesting Party, or its employees, agents, or representatives, except to the extent such death, injury, or damage is caused by the negligence, bad faith or willful misconduct of the Assisting Party.
- 12.4 No Party shall be liable to another Party for any incidental, indirect or consequential damages, including, but not limited to, under-utilization of labor and facilities, loss of revenue or anticipated profits, or claims of customers arising out of supplying water, wastewater collection or treatment, or electric service, resulting from performance or nonperformance of the obligations under this Agreement. The preceding sentence does not apply to the Parties’ respective indemnification obligations under Section 12.1.
- 12.5 The Parties agree to waive their rights to subrogation of Workers’ Compensation and General Liability claims.
- 12.6 The Parties understand and agree that statutory limitations on awards for damages in tort actions, do not apply to any of the Parties’ indemnity or defense obligations to any of the Parties under this Section 12, Liability, including but not limited to the obligations to the Parties under this Section 12, Liability, because these limitations apply to actions sounding in tort, not to express indemnity actions or claims of the Parties sounding in contract.

### 13. ATTACHMENTS

- 13.1 Attachments A through C are incorporated into this Agreement by this reference as though fully set forth herein.

Attachment A - Names and Contact Information of Authorized Representatives  
Attachment B - Procedures for Requesting and Providing Assistance  
Attachment C - Letter Requesting Assistance

### 14. SIGNATURE CLAUSE

- a. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement.



IN WITNESS WHEREOF, the Parties hereto each herewith subscribe the same in duplicate:

**EAST BAY MUNICIPAL UTILITY DISTRICT**

By: \_\_\_\_\_  
*Alexander R. Coate*  
*General Manager*

Date \_\_\_\_\_

Approved As To Form

By: \_\_\_\_\_  
For the Office of the General Counsel - EBMUD

**DUBLIN SAN RAMON SERVICES DISTRICT**

By: \_\_\_\_\_  
*Dan McIntyre*  
*General Manager*

Date \_\_\_\_\_

By: \_\_\_\_\_  
For the Office of the General Counsel - DSRSD

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

**ATTACHMENT A - NAMES AND CONTACT INFORMATION OF AUTHORIZED REPRESENTATIVES**

Date \_\_\_\_\_  
Name of Utility \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

Authorized Individuals for Emergency Assistance:

**AUTHORIZED REPRESENTATIVE**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Day Phone \_\_\_\_\_ Night Phone \_\_\_\_\_  
FAX \_\_\_\_\_ Cellular Phone \_\_\_\_\_

**ALTERNATE AUTHORIZED REPRESENTATIVE**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Day Phone \_\_\_\_\_ Night Phone \_\_\_\_\_  
FAX \_\_\_\_\_ Cellular Phone \_\_\_\_\_

**ALTERNATE AUTHORIZED REPRESENTATIVE**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Day Phone \_\_\_\_\_ Night Phone \_\_\_\_\_  
FAX \_\_\_\_\_ Cellular Phone \_\_\_\_\_

**ALTERNATE AUTHORIZED REPRESENTATIVE**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Day Phone \_\_\_\_\_ Night Phone \_\_\_\_\_  
FAX \_\_\_\_\_ Cellular Phone \_\_\_\_\_

**DISPATCH CENTER WITH 24-HOUR TELEPHONE ANSWERING**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_ Radio Frequency \_\_\_\_\_  
FAX \_\_\_\_\_

**ATTACHMENT B - PROCEDURES FOR REQUESTING AND PROVIDING ASSISTANCE**

The Requesting Party shall include the following information, as available in its request for assistance:

- A.1 A brief description of the emergency creating the need for the Assistance and the current situation;
  - A.2 The general nature of the support needed from the Assisting Party;
  - A.3 A reasonable estimate of the length of time that the assistance will be needed; and
  - A.4 The name of individuals employed by the Requesting Party who will coordinate the assistance, and name of On-Site Liaison.
- 
- B.1 The Assisting Party, in response to a request for assistance, shall provide the following information, as available, to the Requesting Party:
    - B.1.1 The name(s) of designated representative(s) to be available to coordinate Assistance;
    - B.1.2 The general nature of the assistance to be provided
    - B.1.3 An estimate of the length of time that personnel, facility, and equipment will be available; and
    - B.1.4 The name of the person(s) to be designated as supervisory personnel to accompany the personnel.

**ATTACHMENT C - LETTER REQUESTING ASSISTANCE**

**THIS LETTER DOES NOT INCLUDE THE INFORMATION SPECIFIED IN ATTACHMENT B.**

Date

Assisting Party Name

Assisting Party Address

“In recognition of the assisting personnel, facilities, and equipment, provided to us by [name of Assisting Party] in response to a request for emergency assistance made by [Requesting Party] on [date of request], we agree to be bound by the principles noted in this Assistance Agreement among the Parties.”

(Brief Statement of Assistance Required)

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[Requesting Party Name (Organization)]

---

[Name of Authorized Representative of Requesting Party]

---

[Signature of Authorized Representative of Requesting Party]



**TITLE:** Approve Annual Scholarship Donations to ACWA and CASA in Honor of James B. Kohnen

**RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Motion, annual contributions for FYE 2017, in the amount of \$1,000 to the Association of California Water Agencies (ACWA) scholarship program and \$1,000 to the California Association of Sanitation Agencies (CASA) Education Foundation, in memory of former Director James B. Kohnen.

**SUMMARY:**

Dr. James B. Kohnen served on the District Board of Directors for eight years, from 1992 to 2000. His commitment and vision made a difference in our community. After he passed away in 2012, the District decided to honor Dr. Kohnen and in September 2012, created the James B. Kohnen Scholarship in his name. In May 2013, the first scholarship was awarded to the only applicant. In 2014, despite staff efforts to promote the scholarship, the District received only one applicant who did not meet the scholarship eligibility criteria. Thus, no scholarship was awarded for 2014. On January 2015, the Board changed the District’s scholarship program to \$1,000 annual donations to each of the scholarship programs at ACWA and CASA. Each year \$2,000 is fully budgeted in the Board Account 900.10.10.000.3.340.

Each year, ACWA awards three scholarships of \$11,000 in total to deserving full-time college students in a water-resources related field of study: engineering, agriculture, urban water supply, environmental studies or public administration associated with resources management. Each year, CASA awards two scholarships of \$10,000 in total to students pursuing higher education in engineering, environmental science, public administration, or other related fields, and who show an interest in serving the wastewater industry. While District students will have an opportunity to receive a larger scholarship, they will be competing statewide. The District will promote the ACWA and CASA scholarships to our customers. ACWA honors the legacy of Dr. Kohnen by posting on their website information about the annual \$1,000 donation from DSRSD to ACWA’s scholarship fund.

This Board action supports Strategic Plan initiative 3.03.03 “Sponsor and promote the James B. Kohnen scholarship program as part of ACWA and CASA scholarships.” In addition, annual contributions of \$2,000 to two key agency associations’ scholarship funds is an appropriate investment in developing the next generation of a highly effective and diverse workforce.

<b>Originating Department: Executive Services</b>	<b>Contact: S. Stephenson</b>	<b>Legal Review: Not Required</b>
<b>Cost: \$2,000 annually</b>	<b>Funding Source: 900.10.10.000.3.340</b>	
<b>Attachments:</b> <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	<b>Attachment 1 – ACWA web page re “In Memoriam or in Honor Donations...”</b> <b>Attachment 2 – ACWA, “Be a Future Water Leader”</b> <b>Attachment 3 – CASA, “Today’s Youth are Tomorrow’s Leaders”</b>	
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## In Memoriam or In Honor Donations to ACWA Scholarships

ACWA remembers and honors members who have been instrumental to the enhancement, protection or development of water resources in California. Members may make a gift in honor or in memory of a colleague or fellow member who has helped support these efforts.

All donations go to ACWA's Scholarship Fund, which assists undergraduate students majoring in engineering, irrigation technology, environmental sciences, public administration and other water-resources related fields. Two \$3,500 scholarships are awarded to California residents attending a four-year, publicly funded college or university in California full-time as a junior or senior during the year the scholarship is awarded.

When making your donation, you can submit a brief tribute statement and photograph to be published on this page. To arrange for a memorial scholarship donation, please call Marie Meade at (916) 441-4545.

Your donations are greatly appreciated and will make an impact on the future of water leadership.

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W**

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### Dublin San Ramon Services District – James B. Kohnen



In 2015, Dublin San Ramon Services District contributed \$1,000 in memory of James B. Kohnen who served on the District's Board of Directors for eight years, from 1992 to 2000.

Mr. Kohnen played an integral part in creating the modern district that now exists. He had his hand in developing the Dougherty Valley, in bringing recycled water to the Tri-Valley, and in the expansion of the District's Regional Wastewater Treatment Facility. Mr. Kohnen contributed to the expansion of water, wastewater, and recycled water services to east Dublin. He was also instrumental in the expansion of the Livermore Amador Valley Water Management Agency that built the pipeline to transport treated wastewater from member agencies' treatment plants in the Tri-Valley, west, over the Dublin grade, to a deep water outfall in the San Francisco Bay.

Mr. Kohnen was a life-long learner, earning two bachelor degrees (one in biology from Ripon College, Wisconsin, and the other in management from St. Mary's College, California), two masters degrees (one in Procurement and Contract Management from St. Mary's College, California, and the other in Human Resources and Organizational Development from the University of San Francisco, California), and a doctorate (in Education/Organization and Leadership from the University of San Francisco, California). Mr. Kohnen also served in the U.S. Army Reserve for 30 years, graduating from the U.S. Army War College and the Air War College, and the Industrial College of the Armed Forces before retiring as a Colonel.

Mr. Kohnen served on Zone 7 Water Agency's Board of Directors for four years, from 2004 to 2008. At the time of his death, May 29, 2012, he was serving on the Boards of Hope Hospice, the Alameda County Mosquito Abatement District, and the California Special Districts Association.

### ACWA eNews

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# BE A FUTURE WATER LEADER

At ACWA, we believe in investing in the future, and that future is you. If you're a student in a water-resources related field of study, you could be that future we're looking for. Check out our scholarships at [www.acwa.com](http://www.acwa.com).

**BE A LEADER. START NOW.**

*"I hope to continue to capitalize on the resources provided by my scholarship to enhance my analysis and understanding of public agencies so I can better emulate leaders in water policy and guide decision makers of tomorrow." — Amanda Carvajal Priest*

**\$7,000 Scholarship**

**Amanda Carvajal Priest**

2016 Stephen K. Hall ACWA Water Law & Policy  
Scholarship Winner



ACWA is a non-profit statewide association of public water agencies whose 430+ members are responsible for about 90% of the water deliveries in California.

# Today's Youth are Tomorrow's Leaders

*Help develop the next generation  
of clean water professionals*



The CASA Education Foundation helps ensure clean water for Californians by awarding scholarships to promising students on a path to serving the environmental community.

With no funding received from outside sources, the Foundation relies 100% on individual and organizational donations.

#### Your donation...

- Is an investment in the next generation of environmental professionals
- Helps address the challenges of an aging workforce
- Provides opportunities for you to meet and recruit talented scholarship recipients
- Identifies your organization as leaders in the industry
- Offers public relations opportunities
- Is tax-deductible

Please consult your tax professional

501c (3) tax-exempt ID number 90-0869052

*Through scholarships, students can focus  
on their studies in the fields of engineering,  
natural resources, public administration,  
wastewater operations, and other disciplines  
in the clean water sector.*





**TITLE:** Authorize the General Manager to Execute a Purchase Order with Mohawk Carpet Distribution, Inc. under the California Multiple Award Schedules Contract (CMAS Contract 4-13-72-0039C) for the District Office Improvements Project (CIP 16-A006)

**RECOMMENDATION:**

Staff recommends the Board of Directors authorize, by Motion, the General Manager to execute a Purchase Order with Mohawk Carpet Distribution, Inc. in the amount of \$120,830.12 under the California Multiple Award Schedules Contract (CMAS Contract 4-13-72-0039) for the District Office Improvements Project (CIP 16-A006).

**SUMMARY:**

The district office was constructed in 1992 and the carpet is now 25 years old, considerably worn, and may become a tripping hazard due to the carpet rippling. This purchase will replace the carpet throughout the district office using Mohawk Carpet Distribution, Inc. under the California Multiple Award Schedules Contract.

The Department of General Services (DGS) Procurement Division sets state procurement policies and provides purchasing services. One of DGS's programs is the California Multiple Award Schedules (CMAS). CMAS offers a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. CMAS is available to California's state, county, city, special district, education and other government entities, and the use of these contracts is optional and is available to state and local government agencies.

The carpet install will begin early April and will take approximately three weeks to complete. The install will occur during the evenings and weekends by lifting the furniture and workstations in place, removing the old carpet, and installing the new carpet with virtually no down time, thus limiting disruption to employee workflow as much as possible. The boardroom carpet is not part of this purchase and is to be finalized after the Board Meeting Audio/Video Improvements Project (CIP 16-A004) is completed.

This item is fully budgeted in the CIP budget.

<b>Originating Department:</b> Engineering Services	<b>Contact:</b> R. Portugal	<b>Legal Review:</b> Not Required
<b>Cost:</b> \$120,830.12	<b>Funding Source:</b> Regional Wastewater Replacement (Fund 310 - 53%) Water Replacement (Fund 610 - 37%) Local Wastewater Replacement (Fund 210 - 10%)	
<b>Attachments:</b> <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	<b>Attachment 1 – Mohawk Proposal</b>	

January 30, 2017

Turnkey Control #: TLC02184

**Proposal to:**  
Rudy Portugal  
Dublin-San Ramon Services District  
7051 Dublin Blvd.  
Dublin CA 94568

**Installer / Ship To:**  
Harry L. Murphy

**Project Information:**

**RE: FLOORING PROPOSAL FOR:**

**Installer Contractor Number:**   
TLC02184 Dublin San Ramon Services Dist. - 7051 Dublin

**Mohawk Carpet Distribution, Inc. - CMAS Contract 4-13-72-0039C (12/4/13 - 8/31/18)**

We are pleased to provide the following proposal for your consideration. Prices given are valid for sixty (60) days from proposal date.

MAIN BID Style, Size, Backing, Description	Color Name	Color #	Quantity	UoM	Unit Price	Line Total
<b>SIN 31-303 Carpet Tile</b>						
GT099 Character Lines 24x24 Carpet Tile Ecoflex ICT	Foundation	218	1,392.00	SY @	\$ 26.02	\$ 36,219.84
<b>SIN 31-604 Ancillary Supplies and Services</b>						
M001B EnPress PSA Adhesive (ICT Tile backing - 4 gal)			10.00	EA @	\$ 92.79	\$ 927.90
<b>SCHEDULED LABOR SERVICES - HIGH COST AREA</b>						
<b>SIN 31-604 Ancillary Supplies and Services Optional Installation (Carpet &amp; Hard Surfaces)</b>						
Carpet Tile Full Spread			1,388.00	SY @	\$ 8.73	\$ 12,117.24
Furniture Lifting For Installation			1,388.00	SY @	\$ 15.60	\$ 21,652.80
Reclamation/Recycle Fee			1,388.00	SY @	\$ 1.24	\$ 1,721.12
Install Cove Base (includes carpet type)			2,600.00	LF @	\$ 2.96	\$ 7,696.00
<b>OPEN MARKET LABOR SERVICES</b>						
Transitions Material			100.00	LF @	\$ 2.94	\$ 294.00
Transitions Labor			100.00	LF @	\$ 2.88	\$ 288.00
Install Nights/Weekends Rate Included			1,388.00	SF @	\$ 4.78	\$ 6,634.64
Moisture Test - Provide and Perform			9.00	EA @	\$ 141.47	\$ 1,273.23
Floor Prep Labor			11,826.00	SF @	\$ 0.60	\$ 7,095.60
Furnish Base Material			2,600.00	LF @	\$ 1.18	\$ 3,068.00
Furniture Moving Labor			4,195.00	SF @	\$ 2.06	\$ 8,641.70
Removal and Disposal of Carpet			1,314.00	SF @	\$ 1.47	\$ 1,931.58
Payment/Performance Bonds			138.00	EA @	\$ 5.00	\$ 690.00
Care Charge (California Only = \$0.20/SY Carpet Shipped)			1,392.00	SY @	\$ 0.25	\$ 348.00
<b>Subtotal</b>						<b>\$ 110,599.65</b>
<b>Estimated Sales Tax</b>						<b>\$ 9,953.07</b> 10,230.47
<b>TOTAL</b>						<b>\$ 120,552.72</b> 120,830.12

Dublin's Sales Tax  
is 9.25%, not 9.00%

**NOTES:**

- Based on field measure by: Harry L. Murphy
- Standard Floor Prep Includes: light sweeping & hairline crack filling. Any extra unforeseen floor prep: heavy scraping, trench filling, grinding, filling large depressions, leveling, or floating must be approved through a change order.
- Mohawk's California Contractor's License number is 988270, Class C-15, and is valid through 11/30/2017

Mohawk's standard terms and conditions of sale are incorporated herein by reference. The terms and conditions of sale may be found at:  
<http://www.mohawkind.com/pdf/TERMSandCONDITIONS.pdf>

**EXCLUSIONS (unless specifically included in the above scope of work):**

Special Delivery and/or Delivery Equipment	Protection of Existing Floors	Asbestos Abatement	Night and/or Weekend Labor
Moisture Testing and Abatement	Dumpster Cost	Attic Stock	Resilient Flooring
Thresholds and/or Door Trimming	Extensive Floor Prep	Bonding Cost	Border Carpet
Cleaning and/or Waxing of Resilient	Union Labor	Carpet Cleaning	Removal and/or Disposal
Storage Costs and/or Containers	Preformed Corners	Handling Fees	Stair Materials
Furniture Moving and/or Replacing	Mats	Trip Charges	Sales Tax and/or Freight

**NOTE:** Price includes all work specifically stated above. Any unforeseen circumstances may require additional costs & can be handled through the change order process.

**TERMS OF PAYMENT:** (ETA's are also Subject to Credit Approval)  
**\*\* Material and Labor are Net 45 Days terms. Credit Card orders are Net 30 Days.**

**Lead Times :** Please note that we are a made to order mill & we cannot commence production of any order until a signed purchase order or a fully-executed contract has been received. Lead times are determined by product ordered & do not start until after the purchase order has been received and approved in financial.

Please indicate your acceptance of this proposal by signing below & returning your purchase order to my attention via email or fax at 706.422.6085. Payments made via Gov't Purchase Card will require this quote to be signed and returned in lieu of a formal purchase order for financial & auditing purposes. Should you have any questions, I can be reached by phone or email listed below. Thanks.

Sincerely,  
*Tammy Land*

Project Manager  
Phone:  
E-mail:  
CC:

800.622.6228 Ext. 21924  
[tammy\\_land@mohawkind.com](mailto:tammy_land@mohawkind.com)  
Jennifer Keith

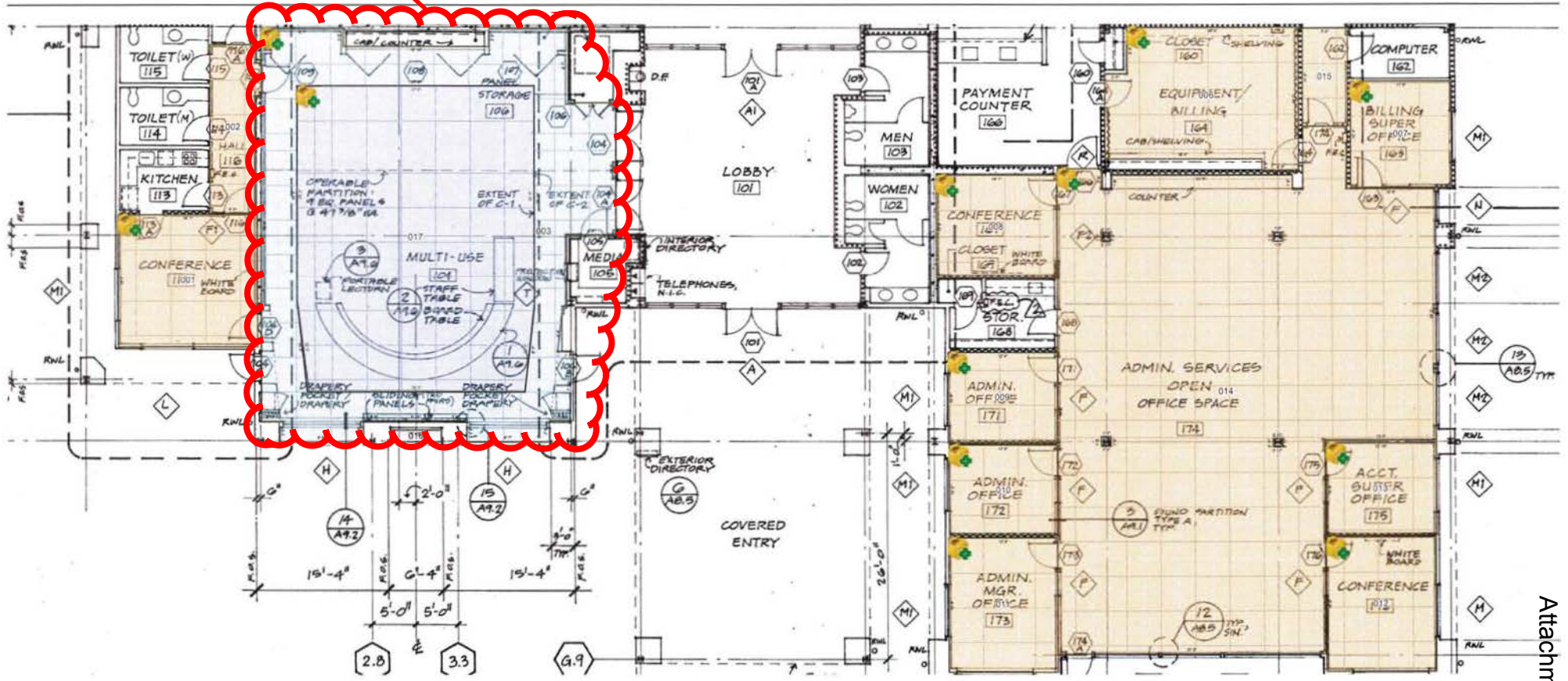
The undersigned parties agree to the Terms & Conditions stated above:  
**Authorized Signature** \_\_\_\_\_

Board Room carpet replacement is not part of this Contract. To be completed after Board Room A/V Improvements, CIP 16-A004.

Harry L. Murphy  
42 Bonaventura Drive  
San Jose, CA 95134

Steve Schirado  
Dublin-San Ramon Admin BLDG

\\HARRY\Sales\Steve Schirado\Steve (Matt)\Dublin San Ramon Admin BLDG\Dublin San Ramon Admin BLDG.msr  
BIDS:



Carpet Tiles 24"x24": TBD
  Carpet Tiles 24"x24": TBD 2
  Carpet Tiles 24"x24": TBD 3

2/7/2017

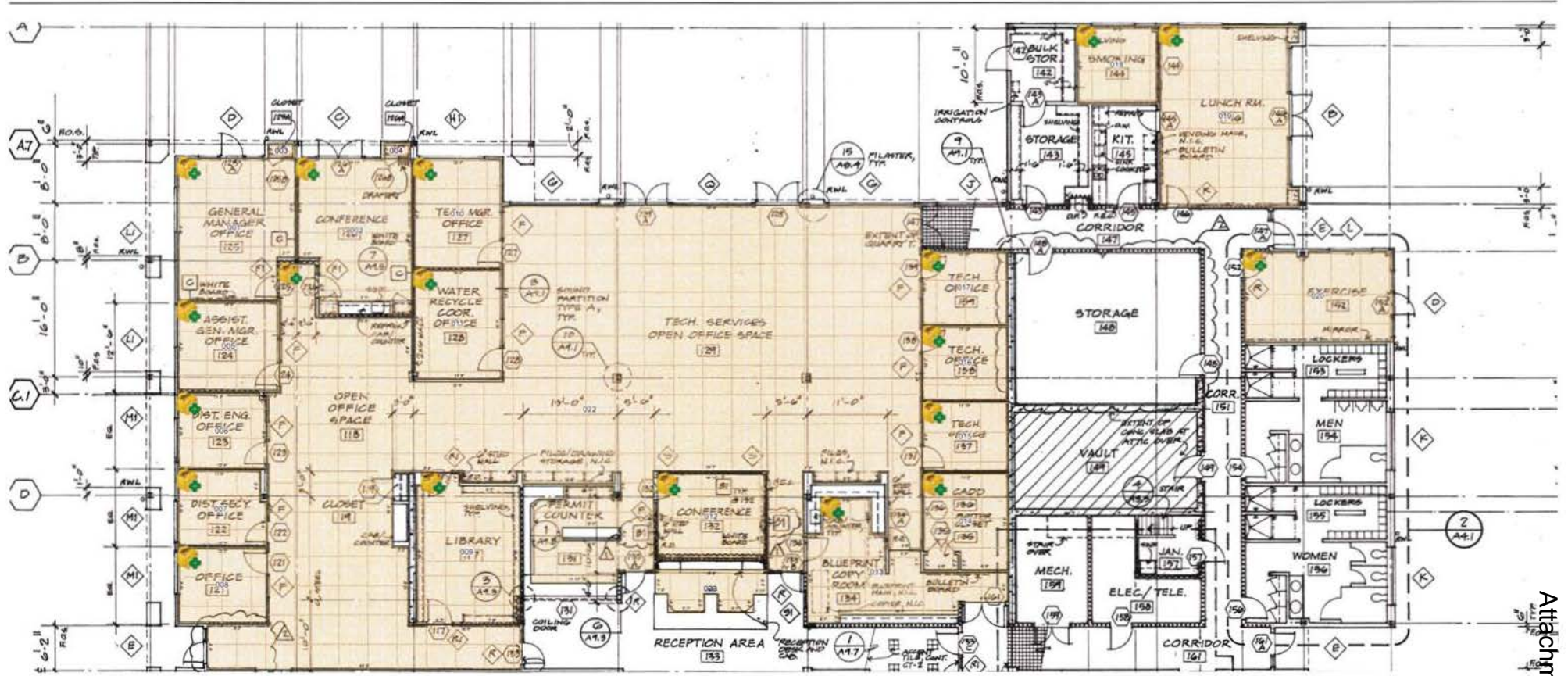
Room Plan

Attachment 1 to S&R

Harry L. Murphy  
42 Bonaventura Drive  
San Jose, CA 95134

Steve Schirado  
Dublin-San Ramon Admin BLDG

\\HARRY\Sales\Steve Schirado\Steve (Matt)\Dublin San Ramon Admin BLDG\Dublin San Ramon Admin BLDG.msr  
BIDS:



Carpet Tiles 24"x24": TBD

2/7/2017

Room Plan

Attachment 1 to S&R  
28 of 45



**TITLE:** Authorize Amendment No. 2 to Task Order No. 1 with 4Leaf, Inc., for Construction Management Services for the DSRSD Field Operations Facility Renovations (CIP 16-A005)

**RECOMMENDATION:**

Staff recommends the Board of Directors authorize, by Motion, the General Manager to execute Amendment No. 2 to Task Order No. 1 with 4Leaf, Inc., (4Leaf) for Construction Management services associated with the Field Operations Facility Renovations (CIP 16-A005) in an amount of \$46,620, increasing the total amount from \$66,298 to \$112,918.

**SUMMARY:**

On October 18, 2016, the Board awarded a construction contract for the construction of the Field Operations Facility renovations. Prior to bid and award of this project, Task Order No. 1 was issued to 4Leaf for Construction Management (CM) services for the project via the existing on-call contracts awarded by the Board in April 2016. The scope of work assumed that construction duration would be 75 calendar days (approximately 11 weeks) and included pre-bid meeting attendance and support, and materials testing services during construction by subconsultant, Construction Testing Services, Inc. (CTS).

The Notice to Proceed was given on November 2, 2016, and construction was slated to end on January 16, 2017. Project construction has been delayed, and substantial completion of the construction project is currently estimated to be March 28, 2017. Because of the construction delays, this amendment seeks to extend 4Leaf’s CM support from January 17 through the end of the project. The construction has been complicated by several factors including holiday closures and associated materials delivery delays, as well as coordinating construction activities while maintaining continuous business operations for the Field Operations Division who are working out of the building during renovations.

4Leaf continues to oversee day-to-day construction activities for the project construction, including facilitating inspections, submittals, contract bulletins and requests for information, as well as following up on City of Pleasanton permitting and building requirements. 4Leaf will continue to assist the District in change order negotiations, compilation of record drawings and providing materials testing services through its subconsultant, CTS. As the construction moves from infrastructure to installing fixtures and finishes, the project will require fewer CM hours and 4Leaf will curtail its CM activities accordingly.

The estimated cost to complete Construction Management services is \$46,620. There are sufficient funds available in the CIP project budget for this adjustment.

<b>Originating Department:</b> Engineering Services	<b>Contact:</b> R. Mutobe	<b>Legal Review:</b> Not Required
<b>Cost:</b> \$46,620	<b>Funding Source:</b> Water Replacement (Fund 610) Water Expansion (Fund 620) Local Wastewater Replacement (Fund 210) Local Wastewater Expansion (Fund 220)	
<b>Attachments:</b> <input type="checkbox"/> Resolution <input type="checkbox"/> Proclamation <input type="checkbox"/> None <input type="checkbox"/> Ordinance <input type="checkbox"/> Staff Report <input type="checkbox"/> Task Order <input checked="" type="checkbox"/> Other (see list on right)	<b>Attachment 1 – Amendment No. 2 to Task Order No. 1</b>	
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**4LEAF, Inc.****Amendment No. 2 to Task Order No. 1 to Agreement dated May 19, 2016**Agreement Expiry Date: *April 15, 2019*


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Issue Date:	February 14, 2017
Project Name and Number:	Corporation Yard & Administrative Facilities (CIP 16-A005)
Task Title:	Construction Management Services
Project Manager Name & Signature:	Robyn Mutoke _____
Main Source of Funds:	Water Replacement (Fund 610)
Board Review Committee:	n/a
Account Number:	16-A005.conmgt.cip
Authorization Amount:	Orig PO Amt \$66,298; Inc Amt \$46,620; New PO Amt \$112,918
Purchase Order Number:	PO 01008159
Return Purchase Order to:	Evita Schnupp
Compensation Method:	Time and materials as per Agreement
Completion Date:	December 31, 2017
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:	Judy Zavadil (_____)

---

**Accepted by:**

\_\_\_\_\_  
Gene Barry, Vice President  
4LEAF, Inc.

\_\_\_\_\_  
Date

**Authorized by:**

\_\_\_\_\_  
Daniel McIntyre, General Manager  
Dublin San Ramon Services District

\_\_\_\_\_  
Date



February 13, 2017

Proposal No.: P3113

 Submitted to [mutobe@drrsd.com](mailto:mutobe@drrsd.com) via E-mail as a PDF Document

Robyn Mutobe, P.E.  
 Associate Civil Engineer  
 Dublin San Ramon Services District  
 7051 Dublin Boulevard  
 Dublin, CA 94568-3018

**RE: Request for Modification to Existing Contract Budget to Continue Performing Construction Management and Special Inspections/Materials Testing Services for the Corporation Yard and Administrative Facilities Building Improvements Project.**

Dear Mrs. Mutobe,

This proposal is being submitted by 4LEAF, Inc. (4LEAF) to request additional budget and a modification to our existing Purchase Order No. 01008159 for the subject project. Per our discussions, the project's completion date will extend past the original completion date and you have requested 4LEAF to provide an estimated cost to complete for our services through March 17, 2017. We are requesting an additional **\$46,620 (Forty Six Thousand, Six Hundred and Twenty dollars)** as further detailed using the assumptions outlined below.

- Beginning on January 3, 2017, 4LEAF has agreed to limit the number of billable hours to the project to 32 hours per week (80% level of effort) while still having our CM, Gary Shimotsu, be on site full time with understanding that he could work on other non-project-related tasks while at the site. The balance of our existing purchase order (including Mod 01) through January 13, 2017 was \$3,135.
- Assumes a total of 348 hours between the period of January 16 through March 3, 2017 (assuming 32 hours per week) and between March 6 and 31, 2017 (assuming 20 hours per week – coverage at the site will be provided on consecutive days of the week). This accounts for the \$3,135 of remaining budget as of 1/13/17 (which equates to approximately 20 hours). At \$155/hr, the total for this line item is \$43,985.
- Through the end of December 2016, we have exceeded our original budget amount of \$3,603 for CTS's special inspection and materials testing services and additional budget will be needed to cover the existing variance plus services rendered to date and additional dispatch requests through the project's completion. CTS's costs for services performed in January 2017 are \$2,635 (includes our 10 percent markup for subconsultant services). CTS has indicated they were not dispatched to the project site during the month of February so we assume they will not any further costs associated with the building construction. Note that any special inspections and materials testing required for the trash enclosure would be additional and are not included in this letter. The total for this line item is \$2,635.

- Total requested amount:  $\$43,985 + \$2,635 = \$46,620$ .

If you have any questions, please do not hesitate to contact me at 925-462-5959 or by email at [gbarry@4leafinc.com](mailto:gbarry@4leafinc.com).

Respectfully submitted,  
4LEAF, Inc.



Gene Barry, P.E.  
Vice President / Principal Engineer





**TITLE:** Receive Presentation by Zone 7 Staff on Zone 7 Water Supply Projects

**RECOMMENDATION:**

Staff recommends the Board of Directors receive a presentation by Zone 7 staff on Zone 7 water supply projects.

**SUMMARY:**

The Zone 7 Water Agency (Zone 7) 2016 Water Supply Evaluation Update (WSE) underscored the need for Zone 7 to pursue water supply options to enhance storage flexibility and improve long-term water supply reliability for the Livermore-Amador Valley. To that end, Zone 7, in partnership with other agencies, is currently evaluating several potential future water supply options. The water supply project options include:

- Lake Del Valle Storage Expansion
- Los Vaqueros Reservoir Expansion Project Planning
- Sites Reservoir
- Tri-Valley Potable Reuse Feasibility Study
- Reliability Intertie

A January 18, 2017 Zone 7 Board item, Update on Water Supply Projects, is attached for reference.

<b>Originating Department: Engineering Services</b>		<b>Contact: J. Zavadil</b>	<b>Legal Review: Not Required</b>
<b>Cost: \$0</b>		<b>Funding Source: N/A</b>	
<b>Attachments:</b> <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)		<b>Attachment 1 – January 18, 2017 Zone 7 Board Item</b> <b>Attachment 2 –</b> <b>Attachment 3 –</b>	
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ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

100 NORTH CANYONS PARKWAY • LIVERMORE, CA 94551 • PHONE (925) 454-5000 • FAX (925) 454-5727

**ORIGINATING SECTION: INTEGRATED PLANNING**

**CONTACT: Amparo Flores**

**AGENDA DATE:** January 18, 2017

**ITEM NO. 12e**

**SUBJECT: Updates on Water Supply Projects**

**BACKGROUND:**

The Water Supply Evaluation Update (2016) underscored the need for Zone 7 Water Agency (Zone 7) to pursue water supply options to enhance storage flexibility and improve long-term water supply reliability for the Livermore-Amador Valley. To that end, Zone 7 is currently undertaking a number of projects to evaluate potential future water supply alternatives. These projects involve partnerships with one or more agencies, and have all been approved by the Zone 7 Board. Below is an update on these projects. This is the first of a planned series of periodic updates.

**DISCUSSION:**

***A. Lake Del Valle Storage Expansion***

**PROJECT BACKGROUND:** Zone 7, Alameda County Water District (ACWD), Santa Clara Valley Water District (SCVWD), and East Bay Regional Parks District (EBRPD) (“Partners”) are evaluating the feasibility of increasing storage capacity in Lake Del Valle through: (a) optimized reservoir operation; and/or (b) physical modifications to the dam. Using the latest modeling and weather forecasting tools available, a Forecast Informed Reservoir Operation (FIRO) system could allow use of a greater portion of the existing capacity to capture additional local water supply and to store additional emergency water supply while maintaining necessary flood protection. FIRO has potential benefits with or without costly physical modifications to the dam to increase total reservoir capacity. On behalf of the Partners, ACWD procured consultants to perform a feasibility study of alternatives for increased storage capacity and to perform a cost evaluation. The evaluation is considering impacts including, but not limited to: water supply yield; EBRPD facilities (e.g., wastewater infrastructure) and operations; State Water Project operations; and flood management. Consulting services are estimated to cost up to \$225,000, with costs being shared equally among the three water agencies. The Board approved participation in this project in September 2016.

**UPDATED INFORMATION:** Building on Zone 7’s model of Lake Del Valle operations and Arroyo Valle flows, the project’s technical consultant (David Ford Consulting Engineers, Inc.) has completed a baseline HEC-ResSim model configuration on an hourly time-step required for the analysis. The baseline model simulates reservoir operations for the period of 1970 through 2015 assuming the current flood control operating rules are strictly followed. Various alternative scenarios for modified operations are currently being modeled and analyzed for potential impacts to EBRPD facilities and operations, DWR water supply and flood control operations, and potential water supply yields. Cost estimates for addressing impacted facilities will be performed after the alternative scenarios have been finalized. A draft report is expected in early 2017.

### ***B. Los Vaqueros Reservoir Expansion Project Planning***

**PROJECT BACKGROUND:** In the WSE Update, Los Vaqueros Reservoir, Contra Costa Water District's (CCWD) reservoir in northeastern Contra Costa County, was included in the list of facilities that could reduce risk of water supply shortage to Zone 7 and facilitate a regional desalination project. Los Vaqueros Reservoir currently has a capacity of 160,000 AF following its expansion from 100,000 acre-feet in 2012. CCWD is planning for possible further expansion of the reservoir to 275,000 AF and possible construction of the Transfer-Bethany Pipeline, which would connect the reservoir to the South Bay Aqueduct system. These improvements would provide additional storage regionally and strengthen the interconnection of water systems in the Bay Area. Because of these benefits, the Los Vaqueros Reservoir Expansion Project and the Transfer-Bethany Pipeline have been included in the Bay Area Regional Reliability Partnership list of projects. The Board approved participation in the Los Vaqueros Reservoir Expansion Project Planning on September 21, 2016 with a \$100,000 contribution towards preparation of required environmental documents using consulting services managed by Contra Costa Water District.

**UPDATED INFORMATION:** On December 14, 2016, the California Water Commission adopted the Proposition 1 (Water Storage Investment Program) draft regulations, which require review and approval by the Office of Administrative Law (OAL). The OAL expects to issue a determination by the end of January. Once the regulations have been approved by OAL, the Commission will open the solicitation period for funding applications with an expected due date of mid-2018. CCWD intends to submit an application on behalf of all the local partner agencies (ten total, including Zone 7) for the next phase of the Los Vaqueros Reservoir Expansion Project. The Water Infrastructure Improvements for the Nation Act (including the Water Resources Development Act), which was signed by President Obama at the end of 2016, includes \$335 million in funding for implementation of storage projects and accelerated the federal authorization process for projects like the Los Vaqueros Reservoir Expansion. Work on the Draft Supplemental EIR/EIS (Environmental Impact Report/Environmental Impact Statement) is underway and the document is scheduled to be released for public review in June 2017.

### ***C. Sites Reservoir – Phase 1***

**PROJECT BACKGROUND:** Zone 7 identified the proposed Sites Reservoir Project as a possible source of additional water supply and storage. As envisioned, the Sites Reservoir is a new off-stream reservoir to be located 75 miles northwest of Sacramento, in the Antelope Valley of the Coast Range, on rangeland approximately 10 miles west of Maxwell in Colusa County. On December 21, 2016, the Board authorized the General Manager to negotiate and execute the Phase 1 Reservoir Project Agreement for funding. Zone 7's share of Phase 1 costs is estimated at \$761,000 based on the Sites Project Authority's counter-offer of 11,380 acre-feet (AF) of Class 1 water and 8,620 AF of Class 2 water for a total not-to-exceed cost of \$850,000 including a contingency. Class 1 water represents 50% of the reservoir's expected yield (250,000 AF out of 500,000 AF total yield annually) and is allocated to participating water agencies while Class 2 water represents the remaining expected yield, which is currently reserved for "public benefit" environmental uses, but may become available at a later time depending on the state's level of participation. Zone 7 will be executing the agreement by January 31, 2017 with an expected weighted vote of 5% in the Reservoir Project Committee, which will be undertaking specific

work activities for the development of the Sites Reservoir Project under the Sites Project Authority (SPA).

UPDATED INFORMATION: The Draft Notice of Preparation for the EIR/EIS for the Sites Reservoir project was issued in December 2016. The Public Draft EIR/EIS is being developed by the SPA and the United States Bureau of Reclamation (Reclamation), to be completed by mid-2017. The SPA is the State of California lead agency for compliance with the California Environmental Quality Act (CEQA) requirements and Reclamation is the federal lead agency for compliance with the National Environmental Policy Act (NEPA) requirements. The SPA and the Reservoir Project Committee are currently working with the Department of Water Resources (DWR) on water right procurement. Discussions with DWR and Reclamation on Sites Reservoir's integrated operations with the Central Valley Project (CVP) and State Water Project (SWP) are underway. Integrating operations with the CVP and SWP is critical for generating public benefits from the project, which would make it eligible for funding from Proposition 1 and ultimately result in lower unit costs for water agencies participating in the project. The Draft Basis of Estimate for the project was issued in December 2016, with supporting information for the feasibility-level cost estimate and preliminary construction schedule; the feasibility-level construction cost estimate is approximately five billion dollars. Zone 7 is working with the project consultants to provide input on the operations plan, which is used as the basis for technical and environmental documents, as well as the Proposition 1 funding application currently in preparation.

#### ***D. Tri-Valley Potable Reuse Feasibility Study***

PROJECT BACKGROUND: The primary goals of the Tri-Valley Potable Reuse Feasibility Study are to evaluate the feasibility of potable reuse for the Valley; to identify the most promising options based on technical, financial, and regulatory considerations; and, assuming that potable reuse is found to be feasible, to recommend next steps for the agencies. The budget for Carollo Engineers' consulting services to be shared among the Tri-Valley water agencies (California Water Service - Livermore, City of Livermore, City of Pleasanton, Dublin San Ramon Services District, and Zone 7) is \$850,000, including a \$95,000 contingency. The project is overseen by a Steering Committee on managerial issues and a Project Management Committee on technical issues. Both committees have representatives from all of the agencies, with a designated project manager from Zone 7. Zone 7 is serving as the contract administrator for consulting services.

UPDATED INFORMATION: The Board approved the contract with Carollo Engineers on September 21, 2016 and the project team met with the Liaison Committee to provide a project overview on September 22, 2016. The project was initiated on October 25, 2016. Carollo Engineers has completed two technical memoranda discussing the history and current status of potable reuse applications in California and the rest of the country, the current regulatory framework in California, and the available treatment technologies and capabilities. These memoranda will be incorporated into the final report. Carollo Engineers has also been reviewing water quality data to develop design parameters, quantifying the potential amounts of water available for potable reuse through buildout, and developing preliminary alternatives for potable reuse. The preliminary alternatives will be presented to the Steering Committee for review in late January. A Liaison Committee workshop will be scheduled for spring 2017.



**TITLE:** Receive Presentation on Financial Issues for the California WaterFix

**RECOMMENDATION:**

Staff recommends the Board of Directors receive a presentation giving an update on financial issues for the California WaterFix.

**SUMMARY:**

The District currently receives about two-thirds of its water supply through the Delta and the State Water Project via Zone 7. The balance of the District’s water supply is locally collected surface water from Lake Del Valle received via Zone 7, recycled water, and a modest independent Groundwater Pumping Quota. Environmental and regulatory issues affecting the Delta reduced the available flow from the Delta beginning in 2008. The recent Great Drought, particularly in 2014, further highlighted the long-term uncertainty of the Tri-Valley’s water supply from the State Water Project. In response, the Board adopted in October 2015 a new Water Supply, Storage, Conveyance, Quality and Conservation policy which set a long-term goal of reducing the District’s reliance on any one source (such as the Delta/State Water Project) to no more than 40% of its total water portfolio. This long-term objective is to be advanced in partnership with other Tri-Valley agencies through options that might include potable re-use, expansion of recycled water, desalination, and other surface water supplies not directly connected to the vulnerable Delta.

During an update on the status of the California WaterFix on February 16, 2016, the Board of Directors requested that some preliminary research be conducted on the financial implications of the proposed California WaterFix, commonly referred to as the “Delta twin tunnels.” Specifically, the Board inquired if there was an option for either Zone 7, and/or the Tri-Valley water retailers to “opt out” of participating financially in the capital costs for the California WaterFix.

District Assistant General Counsel Bob Maddow has conducted some preliminary research, including an initial review of Department of Water Resources materials such as the State Water Contractors contracts. Mr. Maddow will present information gathered to date on the California WaterFix and be available to answer additional questions.

Some general background information on the status of the California WaterFix is included in the attached memorandum from Assistant General Counsel Bob Maddow.

Originating Department: Executive Services	Contact: D. McIntyre	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – California WaterFix Project – Status Update from Assistant General Counsel	
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February 15, 2017

**MEMO TO:** Dan McIntyre, General Manager, DSRSD  
**FROM:** Robert B. Maddow, Assistant General Counsel  
**SUBJECT:** California WaterFix Project – Status Update

In February 2016, a previous General Manager requested a brief update on the status of the Delta water conveyance project now known as California WaterFix (“CWF”). As you recently requested, this memorandum is in essentially the same format, and attempts to set forth a broad summary of various elements of project planning and permitting efforts that are now under way, but without covering all project aspects or providing all of the available detail on any of the topics that are discussed.

**BACKGROUND:** CWF is the current version of what for several years was known as the Bay Delta Conservation Plan (“BDCP”). The BDCP was intended to address two co-equal goals adopted by the Legislature in a 2009 statute -- improving the reliability of water supplies drawn from the Delta, and simultaneously restoring the Delta ecosystem. The BDCP was intended to qualify for 50-year regulatory approval under the federal and state Endangered Species Acts, in an effort to allow water export contractors to have at least 50 years of reliability assurance, to finance and build a large cross-Delta water conveyance tunnel system and related facilities, and to restore over 110,000 acres of ecological habitat for various species of plants and animals. A 41,000+ page Draft EIR/EIS was prepared in 2013, and over 12,000 comments were received in 2014.

On April 30, 2015, the Governor announced that BDCP was being truncated into CWF, and that ecosystem restoration was being separated from the tunnels project. The principal differences are that CWF will only seek 25-year regulatory approvals, resulting in less certainty about water supply reliability, and the ecosystem restoration efforts will be scaled back and pursued in a separate undertaking. A partially recirculated environmental document for the tunnels project was issued in the summer of 2015, and a 90,000+ page final EIR/S was issued on December 22, 2016, and formally announced on December 30, 2016. On January 4, 2017, the Obama Administration’s Interior Secretary directed that steps be taken to issue a necessary Biological Opinion by April 2017, at which time the federal government could issue a Record of Decision, and the State could issue a Notice of Determination. Those actions will open the window for legal challenges to the project concerning the adequacy of the environmental documentation and related matters. Should the project ultimately be approved and construction authorized, recent estimates are that approximately 16 years will be needed from the time actual construction commences until the facilities are operable.

**KEY ISSUES:**

**ENVIRONMENTAL ANALYSIS:** With the large number of comments on the environmental documents, it is virtually inevitable that there will be lawsuits challenging the final analyses used to support the eventual project approval steps that DWR and the federal government will take. One of the principal themes of many of the more serious comments was that project operations have never been fully disclosed, and therefore the complete range and extent of project impacts cannot be determined. Another related theme was that project operations may be significantly impacted by the Bay-Delta Water Quality Control Plan which is being developed by the State Water Resources Control Board (“SWRCB”), and which can be expected to include water quality objectives that will ultimately be implemented through water rights orders affecting the state and federal water projects, as well as other water rights holders.

**PROJECT BENEFITS:** In view of the uncertainties about environmental effects and project operations, the CWF project’s beneficiaries cannot yet be clearly determined. State Water Project

(“SWP”) contractors like Zone 7 can be expected to receive at least some water supply reliability benefits if the project is approved and implemented, but the detailed nature and scope of those benefits cannot now be predicted. E.g., the so-called “dual conveyance” feature of the project could allow DWR to supply water from the new northern intakes which would be of different quality and reliability than water diverted from the existing southern intake, which could allow contractors to select from a number of CWF benefits and costs options.

COSTS: DWR has always asserted that the project beneficiaries will pay the costs of the project, which are currently estimated by various entities to range from \$15 to \$30 Billion dollars. Metropolitan Water District of Southern California (“MWD”) is the most vocal supporter of the project and can be expected to be a substantial financial backer, but its Board has adopted a policy that MWD will not pay more than 25% of the total costs. All SWP contractors can be expected to be asked to pay a share of the costs through the SWP water supply contract which they have all signed, but it is not yet known how much any SWP contractors will have to pay. E.g., if the dual conveyance feature means that water with different reliability or quality could be purchased, that could result in different prices. Negotiations began on amendments to the SWP contract in 2012, and have not yet been completed. To the extent that some project beneficiaries are agricultural water distributors – especially Central Valley Project (“CVP”) contractors who buy water from the federal government – there remain serious uncertainties about their ability and/or willingness to pay the anticipated water costs.

PERMITTING: CWF will need many permits and approvals from federal and state regulatory agencies. The biggest hurdle is likely to be the need for Biological Opinions (“BO’s”) from the US Fish and Wildlife Service (“FWS”) for non-anadromous fish (like the Delta smelt) and National Marine Fisheries Service (“NMFS”) for anadromous fish (like salmon and steelhead); there are at least 6 species of pelagic fish in the Delta region that are listed as endangered or threatened. An initial Biological Assessment (the precursor to the BO’s) was completed, followed by formal consultation between the Services and the US Bureau of Reclamation (and DWR). The Interior Secretary determination discussed above called for FWS to complete its BO by April, and the Commerce Secretary issued similar direction to NMFS, but it is now yet known what will happen in the new Administration. The current BO’s are the principal determinant of almost all Delta water operations and exports. The new round of consultation is being undertaken knowing that fall 2016 data indicate that all 6 listed pelagic fish species are at their lowest or near-lowest abundance. Efforts to preserve remaining stocks of these species, as well as Chinook salmon, will be critical to how the CWF will be permitted to operate.

WATER RIGHTS: CWF will require changing the points at which DWR and the CVP divert water from the Delta. The water rights Petition was filed by DWR and Reclamation in August, 2015, and formally noticed by the SWRCB on October 30, 2015. 67 formal water rights protests were filed in January 2016 by over 90 entities and individuals, many alleging that they are legal users of water who would be injured if the Petition is granted. The hearing commenced in July, 2016, and the Petitioners’ case was concluded in late September. Protestants alleging injury to their legal water use began their cases in October, and all parties are now awaiting SWRCB rulings on admissibility of evidence and related matters. A separate phase of the hearing will be scheduled to deal with fish and wildlife impacts, Delta flow criteria, and inclusion of environmental analysis into the ultimate SWRCB decision, but that phase will not commence until the BO’s and related permitting steps are completed. The SWRCB has issued notice for 28 closed sessions to deliberate on procedural or substantive decisions regarding the Petition and on SWP and CVP water rights. The noticed sessions began in January 2017 and could happen as late as December 26, 2017.

There are numerous other details of the CWF project, of the planning and permitting/approval steps and processes that its proponents must follow, and of the several related processes and proceedings, but the summary above addresses many of the critical issues. There is also a political dialog about the project, and it is reviving some of the arguments made in 1982 about a voter-initiated referendum on legislation that authorized building the Peripheral Canal. Almost 63% of the statewide electorate voted against the Canal – voters in 49 of the 58 counties voted against it, including 95.1% of the voters in Alameda and 95.7% in Contra Costa Counties. Public acceptance of a project like the CWF in the aftermath of the recent severe drought, mandatory conservation, and events like the Oroville Dam spillway problems is not yet clearly defined – such events may have a significant impact on public and political opinion.

Please contact me if you have any questions about any aspect of this memorandum.

RBM:hos

cc: Judy Zavadil  
Carol Atwood  
Jeff Carson  
Carl Nelson





**TITLE:** Receive Presentation on the Dublin Trunk Sewer Rehabilitation Project (CIP 16-S021)

**RECOMMENDATION:**

Staff recommends the Board of Directors receive a presentation on the Dublin Trunk Sewer Rehabilitation project.

**SUMMARY:**

The Dublin Trunk Sewer Rehabilitation project will rehabilitate approximately 8,000 feet of 33 to 42-inch diameter Dublin trunk sewer. Installed in 1960 and 1961, this reinforced concrete pipe is nearing the end of its useful life. Sulfides in the wastewater have caused significant spalling (flaking) and exposed the pipe’s reinforcing steel in some locations.

A cured-in-place pipe will be installed in the existing sewer main to protect it and provide additional structural integrity. A temporary, 18-inch sewer bypass line installed above ground will convey wastewater to the WWTP while the cured-in-place pipe is installed. One traffic lane on the west side of Village Parkway will be closed while the cured-in-place pipe is installed. The streets and intersections listed below will be affected by the project. To reduce traffic impact the work is scheduled for June 2017 to August 2017 while Dublin schools are out for the summer.

- Village Parkway from Tamarack Drive to 0.2 miles south of Dublin Blvd.
- Tamarack Drive from Alene Street to Emerald Avenue
- Hastings Way at Village Parkway
- Amador Valley Blvd from Interstate 680 underpass to 350 feet east of the intersection
- Dublin Blvd. from Interstate 680 underpass to 350 feet east of the intersection









To inform the community of the project, staff will provide information on the project on the District website, send out flyers on the project, provide a presentation to the Dublin City Council on the project on March 7, and host a community meeting on March 15.

The current construction cost estimate is approximately \$8.5 million. A more accurate construction cost will be available after the bids are open in April 2017. The current project budget is \$4.4 million and assumed the project would be phased over several years. To avoid several years of disruption due to the project and in anticipation of lower bids with a larger project, the project duration was reduced to one year. The project will have a significant impact on the District’s Local Wastewater Replacement Fund. The impact on the fund and recommended financing of the project will be discussed as part of another presentation at the boardmeeting.

<b>Originating Department:</b> Engineering Services	<b>Contact:</b> J. Yee	<b>Legal Review:</b> Not Required
<b>Cost:</b> \$0	<b>Funding Source:</b>	
<b>Attachments:</b> <input type="checkbox"/> None <input type="checkbox"/> Staff Report <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	<b>Attachment 1 – Dublin Trunk Sewer Rehab aerial drawing</b>	
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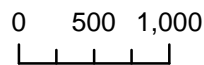


**Legend**

-  Existing Sewer Pipeline
-  Temporary Bypass Pipeline
-  Staging Locations
-  Small 6" Bypass Pump (Temporary)
-  (2) - 18" Bypass Pumps (Temporary)
-  Alamo Canal
-  Alamo Canal Trail
-  Existing Manholes

Aerial Imagery:  
 Google Earth (10/2015)  
 Map Date: 12/29/2016

**VINNEDGE**  
 ENVIRONMENTAL CONSULTING



**FIGURE 1 - PROJECT FEATURES**

Dublin Trunk Sewer  
 Rehabilitation Project

Dublin San Ramon Services District, Alameda County, CA

E:\Projects\Vinedge\Dublin Trunk Sewer Rehabilitation\Map\Dublin sewer project features figure 1.mxd



**TITLE:** Receive Presentation on Local Wastewater Program

**RECOMMENDATION:**

Staff recommends the Board of Directors receive a presentation on the expected financial position of the Local Wastewater Program, the project impact that the Dublin Trunk Sewer Rehabilitation project (CIP 16-S021) will have on the replacement fund’s working capital, and options available to the District for mitigating such impacts.

**SUMMARY:**

With the estimated costs of the Dublin Trunk Sewer Rehabilitation project (CIP 16-S021) increasing, combined with a consolidation of the project’s phases, staff has considered the impact of this major project (and other factors) on the finances of the Local Wastewater Program (Fund 200 and Fund 210). As the upcoming two-year capital budget and operating budget are being prepared, it is becoming clear there will be challenges in meeting the Board adopted reserve policies in the intermediate and long-term for the Local Wastewater program. The attached staff report describes some of these challenges and initial steps staff will be proposing to the Board to address the challenges.

Additional information will be provided in future boardmeetings with a planned review of a draft Local Wastewater Rate Study, and a review of the draft operating and capital budgets.

Originating Department: Administrative Services	Contact: Atwood	Legal Review: Not Required
Cost: \$0	Funding Source: N/A	
<b>Attachments:</b> <input checked="" type="checkbox"/> 1. Staff Report <input type="checkbox"/> 2. Staff Report <input type="checkbox"/> 3. Resolution <input type="checkbox"/> 4. Ordinance <input type="checkbox"/> 5. Task Order <input type="checkbox"/> 6. Proclamation	<input type="checkbox"/> Other:	
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# STAFF REPORT



District Board of Directors  
February 21, 2017

## Receive Presentation on Local Wastewater Program

### DISCUSSION

Replacement and improvement funds receive revenue from developer capacity reserve fees (“buy-in” component) and replacement allocation transfers from enterprise funds (user rates). Replacement allocations are based upon funding requirements identified in the District’s 10-Year Capital Improvement Program and the District’s Asset Replacement Planning Model. The long-term planning model should ensure that sufficient funds will be available when capital assets need refurbishment or replacement.

#### Dublin Trunk Sewer Rehabilitation Project (CIP 16-S021)

The Local Wastewater Replacement Fund (Fund 210) had working capital on hand of \$9,161,267 as of December 2016. The estimated cost of construction for the upcoming Dublin Trunk Sewer Rehabilitation project ranges from \$7,700,000 to \$9,000,000. Such a large project may result in the Local Wastewater Replacement Fund dropping below its reserve minimum of \$1,848,086 and potentially even dropping negative.

- The District will most likely need to temporarily borrow the working capital needed for the Dublin Trunk Sewer project from another fund. This will enable the District to maintain the reserve minimum in the Local Wastewater Replacement Fund. Loans between funds are disclosed in a footnote in the annual CAFR report.

Once bids are opened in April 2017, staff will be able to quantify the actual impacts. Staff will be recommending a plan for addressing when we bring forth a budget adjustment to the Board.

#### Other Concerns for the Local Wastewater Program

In addition to the large expenditure for the Dublin Trunk Sewer Rehabilitation project and the effect it will have in meeting the Local Wastewater Replacement Fund reserve policy over the next five years, several other issues face the Local Wastewater Program (Enterprise Fund and Replacement Fund).

#### *Funding from Wastewater Operations*

Our Local Wastewater Enterprise Fund is currently operating in the red after a modest transfer of only \$287,000 per year to the Local Wastewater Replacement Fund. Moreover, the Enterprise Fund will be in need of additional operating resources to manage the growth that has occurred in Dublin and to adequately provide the Replacement Fund with a larger, and more stable, source of funding.

#### *Overreliance on Local Capacity Reserve Fees for Replacement Funding*

The Local Capacity Reserve Fee is contributing approximately \$540,000 per year in revenues to the Local Wastewater Replacement Fund. Thus, approximately 65% of the funding for the Local Wastewater Replacement Fund is coming from new development, a volatile funding source. Thus, only 35% is coming from the more stable replacement allocation transfers from the Local Wastewater Enterprise Fund. In contrast, the Water Replacement Fund receives only about 35% of its funding from the Capacity Reserve Fee, and the Regional Wastewater

Replacement Fund receives only 40% of its funding from the Capacity Reserve Fee. This makes the Local Wastewater Replacement Fund far more dependent upon developer capacity reserve fees than either of the two other District programs, and thus more sensitive to changing economic conditions than the other two funds.

The capacity reserve fee contribution to replacement funds has two major downsides: (1) it is of finite duration and will sunset within the next 10-15 years as the DSRSD service area approaches “buildout,” and (2) the funding source is dependent upon local economic conditions and can decline precipitously, having severe consequences for the fund and needed capital replacement. This trend for the Local Wastewater Replacement Fund is not sustainable, and the contribution from the Local Enterprise Fund (rates) needs bolstering in the near future to properly fund replacement and rehabilitation work over the next five to ten years.

### *Asset Management Needs*

Staff have been working diligently to identify, estimate, and update asset replacement needs for the Local Wastewater Program. As that process continues, we will need to provide a sustainable funding source to cover both the known and unknown replacement issues of our current infrastructure. One area of concern is the potential need to fund unexpected wastewater rehabilitation issues in the Camp Parks area.

Staff will bring a plan for Board consideration to address all of these challenges with the upcoming Local Wastewater Rate study and at the budget study session. It is expected that an increase to the Local Wastewater rates will be proposed to fund the systemic shortfall.

## **RECOMMENDATION**

Staff recommends the Board of Directors receive a presentation on the expected financial position of the Local Wastewater Program, the project impact that the Dublin Trunk Sewer Rehabilitation project (CIP 16-S021) will have on the replacement fund’s working capital, and options available to the District for mitigating such impacts.