

AGENDA

NOTICE OF REGULAR MEETING

TIME: 6 p.m.

DATE: Tuesday, June 7, 2022

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

To allow the public the option to participate remotely during the COVID-19 pandemic, the public may listen and comment by telephone via Teams during open session as described in the Teleconference Access Information on Page 3 of the Agenda Packet.

The Boardroom is open to the public during open session. Due to the COVID-19 pandemic, meeting attendees are required to conduct a self-screening before entering District facilities. Face coverings are required.

Our mission is to protect public health and the environment by providing reliable and sustainable water, recycled water, and wastewater services in a safe, efficient, and fiscally responsible manner.

1. CALL TO ORDER
2. PLEDGE TO THE FLAG
3. ROLL CALL – Members: Goel, Halket, Johnson, Rubio, Vonheeder-Leopold
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)
At this time, members of the public in the audience and on the teleconference call 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. Speaker cards are available for audience members 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 introduce him/herself, and then proceed with his/her comment. Written comments of five minutes or less and received by 5 p.m. on the day of the meeting will be read into the meeting record.
6. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS)
7. 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 or the public prior to the time the Board votes on the Motion to adopt.
 - 7.A. Approve Regular Meeting Minutes of May 17, 2022
Recommended Action: Approve by Motion
 - 7.B. Accept Regular and Recurring Report: Quarterly Financial Report
Recommended Action: Accept by Motion

- 7.C. Award Construction Agreement to KJ Woods Construction Inc., Authorize a Construction Change Order Contingency, Approve Master Agreement for Consulting Services to Coastland Civil Engineering, and Authorize Execution of Task Order No. 1 with Coastland Civil Engineering for Construction Management Services for the Water Lines Replacement – Wineberry & Canterbury Area Project (CIP 16-W017)

Recommended Action: Approve by Motion

8. BOARD BUSINESS

- 8.A. Accept Donation of One Eagle Scout Project for DSRSD Demonstration Garden

Recommended Action: Accept by Motion

- 8.B. Approve Execution of the Amended and Restated Agreement for Personal Services between Daniel B. McIntyre and Dublin San Ramon Services District

Recommended Action: Approve by Resolution

- 8.C. Approve Health Insurance Contribution for Calendar Year 2022 for General Manager

Recommended Action: Approve by Resolution

9. REPORTS

9.A. Boardmember Items

- 9.A.1. Joint Powers Authority and Committee Reports
- 9.A.2. Submittal of Written Reports for Day of Service Events Attended by Directors
- 9.A.3. Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda

9.B. Staff Reports

- 9.B.1. Event Calendar
- 9.B.2. Correspondence to and from the Board

10. CLOSED SESSION

- 10.A. Public Employee Performance Evaluation Pursuant to Government Code Section 54957
Title: District General Counsel

11. REPORT FROM CLOSED SESSION

12. ADJOURNMENT

All materials made available or distributed in open session at Board or Board Committee meetings are public information and are available for inspection during business hours 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.

Teams Teleconference Access Information

Dublin San Ramon Services District Regular Board Meeting Tuesday, June 7, 2022

If the public wishes to provide comments during Agenda Item 5 – Public Comment, or on any of the agenda items, please join the meeting using the teleconference instructions below, or email written comments to the Board of Directors at board@dsrsd.com by 5 p.m., Tuesday, June 7, 2022. Written comments, of five minutes or less, will be read into the meeting record during the public comment portion of the agenda or during discussion of the subject of the comment.

To Join by Phone:

1. Dial **(831) 256-7773** USA Toll from any telephone.
2. Enter Conference ID **289 193 040#** when prompted. **DO NOT PRESS ***.
3. Wait for the meeting host to admit you. If you are unsuccessful in joining, hang up and dial in again.
4. You must unmute yourself when you wish to speak by pressing *6, which is also used to mute yourself when you finish speaking.

Participation Instructions and Information:

- Stay muted unless speaking.
- Listen for prompts to know when public comments are solicited.
- You must unmute yourself when you wish to speak during Public Comment or during discussion of a particular agenda item. The meeting host can mute but cannot unmute participants.
- Announce yourself and speak slowly and clearly when commenting.

Boardmembers and staff will be attending the meeting in person.

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

May 17, 2022

To allow the public the option to participate remotely during the COVID-19 pandemic, the public may listen and comment by telephone via Teams during open session as described in the Teleconference Access Information on Page 4 of the Agenda Packet. The Boardroom was open to the public during open session. Due to the COVID-19 pandemic, meeting attendees were required to conduct a self-screening before entering District facilities. Face coverings were optional.

1. CALL TO ORDER

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

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President Richard M. Halket, Vice President Marisol Rubio, Director Arun Goel, and Director Ann Marie Johnson.

Director Georgean M. Vonheeder-Leopold was absent.

District staff present: Dan McIntyre, General Manager; Jan Lee, Assistant General Manager; Carol Atwood, Administrative Services Director/Treasurer; Steve Delight, Engineering Services Director/District Engineer; Jeff Carson, Operations Director; Douglas E. Coty, General Counsel; and Nicole Genzale, Executive Services Supervisor/District Secretary.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

4.A. Contra Costa County Science & Engineering Fair – Excellence in Water, Wastewater, or Recycled Water Research Award Winners

- Pranav Saravanan – 9th grade, Dougherty Valley High, San Ramon
“Demonstrating metal organic framework’s (MOF) efficiency by reducing immense amounts of pollutants and attain healthy drinkable water”
- Kellen Laird Hurrey – 9th grade, California High School, San Ramon
“How do you optimize your water usage during a drought?”

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:11 p.m. No public comment was received.

6. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS) – General Manager McIntyre stated that Item 8.A will not be held and will be rescheduled to a future meeting.

7. CONSENT CALENDAR

Director Johnson MOVED for approval of the items on the Consent Calendar. Vice President Rubio SECONDED the MOTION, which CARRIED with FOUR AYES and ONE ABSENT (Vonheeder-Leopold).

- 7.A. Approve Regular Meeting Minutes of April 19, 2022 – Approved
 - 7.B. Approve Special Meeting Minutes of May 10, 2022 – Approved
 - 7.C. Approve Intention to Levy Annual Assessments in the Dougherty Valley Standby Charge District 2001-1 for Fiscal Year Ending 2023 – Approved – Resolution No. 20-22
 - 7.D. Approve Fund Limit Increase to the Local Wastewater Expansion (Fund 220) for Fiscal Year Ending 2022 and 2023 – Approved – Resolution No. 21-22
 - 7.E. Approve Retroactive Health Insurance Contribution for January 2022 for Unrepresented Senior Managers and Unrepresented Managers, Professional, Technical, Administrative, and Confidential Employees – Approved – Resolution No. 22-22
 - 7.F. Approve Health Insurance Contribution for Calendar Year 2022 for Board of Directors – Approved – Resolution No. 23-22
 - 7.G. Authorize Consolidation of District Election with November 8, 2022 Statewide General Election – Approved – Resolution No. 24-22
 - 7.H. Consider Rejection of All Bids for the Joint Temporary Recycled Water Fill Station Project (CIP 22-R026) – Approved
8. BOARD BUSINESS
- 8.A. NOT HELD – Accept Donation of One Eagle Scout Project for DSRSD Demonstration Garden
 - 8.B. Discuss Development and Operations of a Proposed Joint Residential Recycled Water Fill Station in 2022 and Provide Direction

General Manager McIntyre reviewed the item for the Board. The Board and staff discussed various project aspects including the station’s proposed user fee and its operational schedule, which is projected to start in mid-July versus early June due to having to relocate and rescale the project.

Vice President Rubio MOVED to Set a Prorated Fee from the Original \$100 User Fee at the New Proposed Location in Pleasanton. Director Goel SECONDED the MOTION. Vice President Rubio withdrew the motion after further Board discussion. Director Goel made a substitute motion.

Director Goel MOVED to Accept the Current Agreement Terms with the Revised Location, with the Recommendation to Encourage Staff to Negotiate a Lower User Fee with the Project Partner Agencies. Vice President Rubio SECONDED the MOTION, which CARRIED with FOUR AYES and ONE ABSENT (Vonheeder-Leopold).

8.C. Receive Presentation on the Zone 7 Water Agency 2022 Annual Sustainability Report

Engineering Services Director Delight introduced Mr. Sal Segura, Zone 7 Water Agency (Zone 7) Associate Civil Engineer, who reviewed the item for the Board. The Board, speaker, and staff discussed current drought conditions, and Zone 7's strategies and alternatives in best- and worst-case scenarios for water supply, storage, and conservation. Mr. Segura stated that Zone 7 is continually seeking possible supply resources and working on longer term solutions for additional supply. Zone 7 develops its water supply portfolio year round and operationally monitors and tracks supply monthly. The Board thanked Mr. Segura for the presentation.

8.D. Receive Presentation on District's Water Conservation Status

Senior Engineer Irene Suroso reviewed the item for the Board. The Board and staff discussed the District's and the Tri-Valley agencies' conservation efforts, results to date, the conservation stages, and related enforcement measures. Director Johnson inquired, for the record, if DSRSD will impose any enforcement actions given its customers are not reaching mandatory 15% conservation. Staff reported that enforcement actions are not built into the Stage 2 Mandatory Water Shortage Emergency, and that the conservation target is for customers Tri-Valley-wide, not just within the District. Enforcement will come into play if Stage 4 is enacted. It was also noted that the increased consumption reported in 2022 could be attributable, in part, to businesses re-opening from the pandemic shutdown. The Board thanked Ms. Suroso for the presentation.

8.E. Receive Presentation on Proposed Local and Regional Wastewater Rates and Set a Public Hearing for July 19, 2022

Administrative Services Director Atwood reviewed the item for the Board. She provided revised Attachments 1 and 2 to the Board, which were added to the District's website as supplemental materials. The revisions corrected residential and apartment/ADU (Accessory Dwelling Unit) rates by a penny to provide evenly divisible rates for the Alameda County and Contra Costa County tax roll charges, and captured the local commercial and institutional rates in the public notice.

The Board and staff discussed continuing the 2017 rate study assumptions for an additional year due to staff noting significant variances in wastewater strength data, possibly attributable to the pandemic, when beginning the rate study effective fiscal year ending 2023. They discussed the effects of setting a 2% rate increase, and, alternatively, the effects of setting a 0% increase for the next year, while the study is being completed for fiscal year ending 2024. Staff confirmed the District will run at a slight deficit in both scenarios, but it will not adversely affect operations due to healthy local and regional enterprise funds working capital balances.

Director Johnson MOVED to Set a Public Hearing for July 19, 2022. Vice President Rubio SECONDED the MOTION, which CARRIED with FOUR AYES and ONE ABSENT (Vonheeder-Leopold).

- 8.F. Authorize the General Manager to Sign a Letter of Agreement with the City of San Ramon and Black Mountain Construction Development

Engineering Services Director Delight reviewed the item for the Board. A revised agreement was handed out to the Board and added to the District's website as supplemental materials. The revision addressed District requirements should the developer wish to assign the agreement to another entity.

The Board and staff discussed the District's past practice/precedent granting delayed payments and the flexibility afforded per the District Code (Code) to make special arrangements such as this, when equitable concerns are presented. Staff also confirmed that the developer requested and was granted fee deferral by City of San Ramon. President Halket stated, for the record, his concern for future deferrals requested of the District. In response, General Manager McIntyre stated staff will bring Code payment language revisions to the Board soon for its consideration.

Vice President Rubio MOVED to Authorize the General Manager to Sign a Letter of Agreement with the City of San Ramon and Black Mountain Construction Development for Postponement of Payment of Local and Regional Wastewater Capacity Reserve Fees Related to Aspen Wood Senior Housing Project. Director Goel SECONDED the MOTION, which CARRIED with THREE AYES, ONE NO (Johnson), and ONE ABSENT (Vonheeder-Leopold).

- 8.G. Approve Increase in Budgeted Full-Time Equivalent (FTE) Staffing and Temporary Overfill of Full-Time Equivalent Staffing in the Operations Department

General Manager McIntyre reviewed the item for the Board.

Director Goel MOVED to approve Resolution No. 25-22, Approving a Permanent Increase in Budgeted Full-Time Equivalent (FTE) Staffing and Temporary Overfill of Full-Time Equivalent Staffing in the Operations Department. Vice President Rubio SECONDED the MOTION, which CARRIED with FOUR AYES and ONE ABSENT (Vonheeder-Leopold).

9. REPORTS

9.A. Boardmember Items

- 9.A.1. Joint Powers Authority and Committee Reports
DERWA – May 16, 2022

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

- 9.A.2. Submittal of Written Reports for Day of Service Events Attended by Directors

Director Vonheeder-Leopold submitted, prior to the meeting, written reports to Executive Services Supervisor/District Secretary Genzale. She reported that she attended the Alameda County Special Districts Association chapter meeting on May

11 and the California Association of Sanitation Agencies Board of Directors meeting on May 12. She summarized the activities and discussions at the meetings.

- 9.A.3. Request New Agenda Item(s) Be Placed on a Future Board or Committee Agenda – None

9.B. Staff Reports

9.B.1. Event Calendar

General Manager McIntyre reported on the following:

- This week is recognized as Special Districts Week by the State Legislature, and National Public Works Week by the American Public Works Association.

Administrative Services Director Atwood reported on the following:

- The DSRSD Citizens Water Academy will be held this summer, and applications are still being accepted. It will include three virtual sessions and a graduation reception in the District’s Demonstration Garden.

- 9.B.2. Correspondence to and from the Board on an Item not on the Agenda was included in the agenda packet.

10. ADJOURNMENT

President Halket adjourned the meeting at 8:10 p.m.

Submitted by,

Nicole Genzale, CMC
Executive Services Supervisor/District Secretary



TITLE: Accept Regular and Recurring Report: Quarterly Financial Report

RECOMMENDATION:

Staff recommends the Board of Directors accept, by Motion, regular and recurring report: Quarterly Financial Report for March 31, 2022.

DISCUSSION:

To maximize openness and transparency and to allow the Board to be informed about key aspects of District business, the Board directed that various regular and recurring reports be presented for Board acceptance at regular intervals.

The report presented this month for acceptance is noted below and submitted as part of Attachment 1.

Ref C: Quarterly Financial Report

Per preliminary third quarter financial report for fiscal year ending 2022, the District’s three enterprises have received 69% of budgeted operating and 81% of budgeted capital revenue. Total service charge revenue is approximately 1% above projected levels (prorated budget) and total capacity reserve fee revenue is approximately 2% below projected levels (prorated budget) as of March 31. The District has expended 67% of budgeted operating expenses and 34% of the budgeted capital expenditures for the third quarter, primarily due to staff vacancies and the timing of capital projects.

Working capital for all enterprise (Operation and Rate Stabilization) funds are above policy target reserves and working capital for all capital (Replacement and Expansion) funds are above policy minimum reserves.

Originating Department: Administrative Services	Contact: W. Lam/C. Atwood	Legal Review: Not Required
Financial Review: Yes	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <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 – Summary of Regular and Recurring Reports	
		9 of 43

SUMMARY OF REGULAR AND RECURRING REPORTS

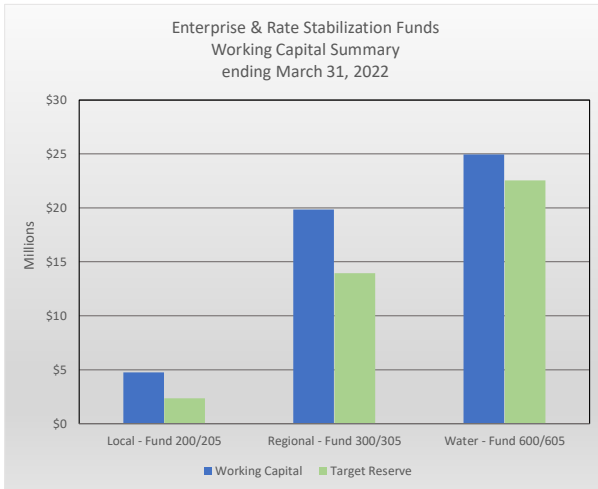
Ref.	Description	Frequency	Authority	Last Acceptance	Acceptance at this Meeting?	Next Acceptance
A	Warrant List	Monthly	Board Direction	N/A	N/A – Posted monthly on website	N/A
B	Treasurer’s Report	Quarterly	CA Government Code 53646	N/A	N/A – Included in GM Report	N/A
C	Quarterly Financial Report	Quarterly	Board Direction	February 2022	Yes	October 2022
D	Outstanding Receivables Report	Annually – Fiscal Year	District Code 1.50.050	August 2021		August 2022
E	Employee and Director Reimbursements greater than \$100 ¹	Annually – Fiscal Year	CA Government Code 53065.5	August 2021		August 2022
F	Utility Billing Adjustments ²	Annually – Fiscal Year	Utility Billing Adjustment Policy	Total FYE21 credits below \$25,000		August 2022
G	Annual Rate Stabilization Fund Transfer Calculation	Annually – After Audit	Financial Reserves Policy	December 2020		January 2022
H	“No Net Change” Operating Budget Adjustments	As they occur but not more frequently than monthly	Board Direction Budget Accountability Policy (See table below)	November 2017		Before end of month after occurrence
I	Capital Outlay Budget Adjustments			June 2020		
J	Capital Project Budget Adjustments			April 2019		
K	Unexpected Asset Replacements			June 2019		

For the fiscal year ending 2022, the totals for these reports are as follows:

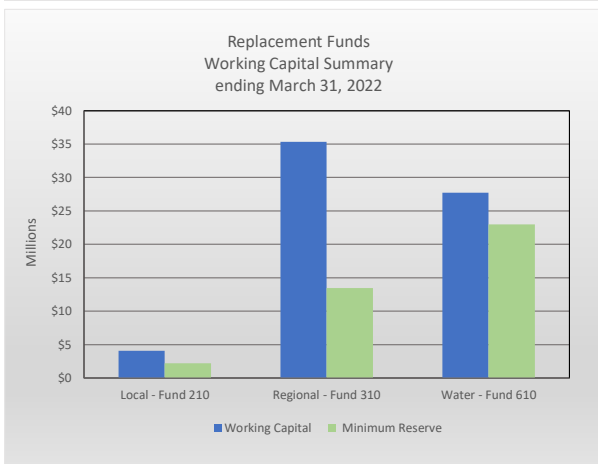
Category	YTD	This Meeting	Total
Capital Outlay Budget Adjustments	\$0	\$0	\$0
Capital Project Budget Adjustments	\$0	\$0	\$0
Unexpected Asset Replacements	\$0	\$0	\$0

¹ Reimbursements also reported monthly in the Warrant List (Ref A).

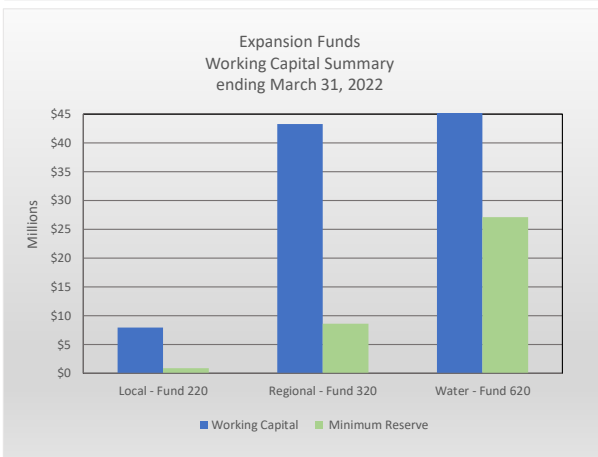
² Per Utility Billing Adjustments policy, a report will be presented to the Board if total credits in any fiscal year exceed \$25,000.



Enterprise & Rate Stabilization Funds	Working Capital	Target Reserve
Local - Fund 200/205	4,766,678	2,336,229
Regional - Fund 300/305	19,845,733	13,945,363
Water - Fund 600/605	24,955,294	22,553,238



Replacement Funds	Working Capital	Minimum Reserve
Local - Fund 210	4,090,784	2,212,328
Regional - Fund 310	35,351,652	13,446,453
Water - Fund 610	27,736,098	22,976,219



Expansion Funds	Working Capital	Minimum Reserve
Local - Fund 220	7,985,586	930,000
Regional - Fund 320	43,275,711	8,620,708
Water - Fund 620	47,435,741	27,135,994

Local Wastewater - Enterprise and Rate Stabilization Funds

Quarterly Financial Report - FYE22 Q3

Jul 1, 2021 - Mar 31, 2022

Fund 200 and Fund 205

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual	Budget	Prorated Budget	Actual	Prorated Budget-
	Audited	Adopted	Thru Period 9	Thru Period 9	Over/Under
					Thru Period 9
Beginning Working Capital	\$1,747,001	\$2,471,480	\$2,471,480	\$2,662,379	
Fees and Charges					
Service Charges - Dublin	\$3,146,630	\$3,446,176	\$2,506,394	\$2,784,978	\$278,584
Service Charges - San Ramon	715,018	794,032	651,817	687,668	35,851
Inspections & Plan Check Fees	142,383	187,200	105,647	384,874	279,227
Other Revenues	35,493	147,801	119,915	1,162,932	1,043,017
Interest	18,411	22,549	6,970	13,601	6,631
Total Revenues	\$4,057,935	\$4,597,757	\$3,390,743	\$5,034,052	\$1,643,309
Operating Expenses					
Salaries & Benefits	\$1,979,069	\$2,212,289	\$1,476,375	\$1,088,235	(\$388,140)
Materials & Supplies	80,964	90,528	52,579	47,617	(4,962)
Contract Services	100,787	369,871	129,125	114,727	(14,398)
Other Expenses	2,231,617	840,656	481,051	531,173	50,122
Total Transfers Out	-	109,267	-	-	-
Total Expenses	\$4,392,437	\$3,622,611	\$2,139,130	\$1,781,752	(\$357,378)
Net Increase/(Decrease)	(\$334,501)	\$975,146	\$1,251,613	\$3,252,300	\$2,000,687
Non-Cash Reconciling Items	1,249,879	-	-	(1,148,001)	
Ending Working Capital	\$2,662,379	\$3,446,626	\$3,723,093	\$4,766,678	\$2,000,687
Working Capital Minimum (4 mos)	\$1,012,058	\$1,168,115	\$1,168,115	\$1,168,115	
Working Capital Target (8 mos)	2,024,116	2,336,229	2,336,229	2,336,229	

REVENUES

Local Wastewater Service Charge Revenues are charges for wastewater collections billed to customers in Dublin and the southern part of San Ramon. Residential customers are primarily billed through the Alameda and Contra Costa property tax rolls. The District bills non-residential Dublin customers and EBMUD bills non-residential customers in San Ramon and remits payment to DSRSD. The District accrues property tax roll payments on a monthly basis for expected remittances in December and April. Revenue reflects an 9.7% rate increase, which is the last year of a 5-yr. rate adjustment schedule.

Inspection and Plan Checks Fees Revenues are user fees charged to developers or individual customers to recover the labor costs of inspection services and plan check reviews. Actuals are trending higher due to increased inspections and plan check activities in the Dublin Crossings, Avalon West development and Dublin Nissan commercial property.

Other Revenues increases in revenue are primarily due to non-cash developer contribution for constructed infrastructure (\$1.1M)

Non-Cash Reconciling Items include contribution of property such as pipes and fixtures by developers.

EXPENSES

Salaries & Benefits Salary expenses are trending lower than anticipated due to vacancies. Salary savings are primarily in the Field Operations division.

Regional Wastewater - Enterprise and Rate Stabilization Funds

Quarterly Financial Report - FYE22 Q3

Jul 1, 2021 - Mar 31, 2022

Fund 300 and Fund 305

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual	Budget	Prorated Budget	Actual	Prorated Budget- Over/Under
	Audited	Adopted	Thru Period 9	Thru Period 9	Thru Period 9
Beginning Working Capital	\$20,247,346	\$21,676,317	\$21,676,317	\$20,551,349	
Service Charges					
Service Charges - Dublin	\$9,712,333	\$9,777,629	\$7,039,820	\$7,854,470	\$814,651
Service Charges - Pleasanton	10,733,596	10,899,061	5,911,878	5,209,927	(701,952)
Service Charges - San Ramon	1,988,668	2,077,578	1,730,430	1,771,895	41,466
Service Charges -IW (Other)	52,272	71,994	45,608	48,602	2,994
Service Charges -IW (Pleasanton)	-	80,391	48,083	63,776	15,693
Other Revenues	1,236,074	1,727,900	1,184,569	845,251	(339,318)
Interest	165,438	209,174	106,389	46,441	(59,947)
Transfers In-RSF				334,620	334,620
Total Revenues	\$23,888,380	\$24,843,731	\$16,066,777	\$16,174,984	\$108,207
Operating Expenses					
Salaries & Benefits	\$8,667,904	\$8,639,169	\$6,165,485	\$5,438,190	(\$727,294)
Materials & Supplies	3,347,846	3,142,025	2,162,011	2,439,975	277,964
Contract Services	921,403	1,691,391	1,154,791	1,164,855	10,064
Other Expenses	7,528,202	7,454,460	5,860,395	5,500,174	(360,221)
Transfers Out-Replacement	2,849,902	2,890,125	2,010,000	2,010,542	542
Transfers Out-RSF				334,620	334,620
Total Expenses	\$23,315,258	\$23,817,170	\$17,352,681.14	\$16,888,356	(\$464,325)
Net Increase/(Decrease)	\$573,123	\$1,026,562	(\$1,285,904)	(\$713,372)	\$572,532
Non-Cash Reconciling Items	(269,120)			7,756	
Ending Working Capital	\$20,551,349	\$22,702,879	\$20,390,413	\$19,845,733	
Working Capital Minimum (4 mos)	\$6,510,119	\$6,972,682	\$6,972,682	\$6,972,682	
Working Capital Target (8 mos)	13,020,237	13,945,363	13,945,363	13,945,363	

REVENUES

Wastewater Service Charge Revenues for Dublin and San Ramon are charges for wastewater treatment billed to customers in Dublin and the southern part of San Ramon. Residential customers are primarily billed through the Alameda and Contra Costa property tax rolls. The District bills non-residential Dublin customers and EBMUD bills non-residential customers in San Ramon. The District accrues property tax roll payments on a monthly basis for remittances expected in December and April. Revenue reflects a 1.57% rate increase.

Wastewater Service Charge Revenues for Pleasanton are charges for wastewater treatment provided by contract to Pleasanton customers and are billed by the City of Pleasanton, which are paid one month in arrears to DRSRD. March payments have not been received yet.

Other Revenue reimbursements from DERWA and LAVWMA are lower mainly due to decreased O&M costs

Transfers In-RSF: Transfer \$334,620 from the Regional Operations Fund (Fund 300) to the Regional Rate Stabilization Fund (Fund 305) due to maximum operations fund reserve level per Board adopted Financial Reserve policy (P400-15-1).

EXPENSES

Salaries & Benefits are below budget by 12% due to higher than expected vacancy rate primarily in Plant Operations division.

Materials & Supplies expenses are higher due to increased gas and electricity rates for the Plant Operations division.

Water - Enterprise and Rate Stabilization Funds

Quarterly Financial Report - FYE22 Q3

Jul 1, 2021 - Mar 31, 2022

Fund 600 and Fund 605

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual	Budget	Prorated Budget	Actual	Prorated Budget-
	Audited	Adopted	Thru Period 9	Thru Period 9	Over/Under
					Thru Period 9
Beginning Working Capital	\$26,364,455	\$27,889,720	\$27,889,720	\$27,327,670	
Fees and Charges					
Service Charges - Potable	\$30,509,878	\$29,400,944	\$18,464,781	\$18,760,871	\$296,090
Service Charges - Recycled	5,823,936	5,602,658	2,968,801	2,498,981	(469,820)
Service Charges - Power	854,327	829,342	539,413	559,498	20,085
Inspections and Plan Fees	805,841	885,560	583,881	818,679	234,798
Other Revenues	2,707,706	1,466,305	1,249,120	3,005,378	1,756,258
Interest	291,052	280,292	174,909	123,245	(51,663)
Transfers In	2,993,968	660,000	660,000	660,542	542
Total Revenues	\$43,986,709	\$39,125,102	\$24,640,905	\$26,427,194	\$1,786,289
Operating Expenses					
Salaries and Benefits	\$7,438,167	\$8,191,082	\$5,663,304	\$5,054,186	(\$609,117)
Materials & Supplies	17,901,642	18,099,908	11,608,213	11,784,614	176,402
Contract Services	1,761,198	2,040,707	1,133,825	1,792,693	658,868
Other Expenses	8,497,905	5,631,460	3,685,854	3,408,867	(276,987)
Transfers Out	24,321,185	6,672,024	4,627,266	4,585,209	(42,057)
Total Expenses	\$59,920,096	\$40,635,181	\$26,718,462	\$26,625,570	(\$92,892)
Net Increase/(Decrease)	(\$15,933,388)	(\$1,510,079)	(\$2,077,557)	(\$198,376)	\$1,879,181
Non-Cash Reconciling Items	16,896,603			(2,174,000)	
Ending Working Capital	\$27,327,670	\$26,379,641	\$25,812,163	\$24,955,294	
Working Capital Minimum (4 mos)	\$10,635,946	\$11,276,619	\$11,276,619	\$11,276,619	
Working Capital Target (8 mos)	21,271,893	22,553,238	22,553,238	22,553,238	

REVENUES

Potable Water service is provided to all customer classes in the City of Dublin and the Dougherty Valley area of San Ramon and are billed directly by DSRSD through utility billing on a bi-monthly basis. Stage 2 water shortage condition rates have been implemented to partially offset lower water demand due to conservation and weather patterns to date.

Recycled Water revenue is trending lower due to conservation and weather patterns to date.

Inspection and Plan Checks Fees Revenues are user fees charged to developers or individual customers to recover the labor costs of inspections services and plan check reviews. Actuals are trending higher due to increased activity.

Other Revenues is trending above budget due to \$2.2 million contribution of property.

EXPENSES

Salaries & Benefits are below budget by 11% due to higher than expected vacancy rate. Major sources of salary savings are in Operations departments.

Materials & Supplies are trending above budget due to increased gas and electricity rates for the Field Operations division.

Contractual Services expenditures are higher than budget due to on-call emergency repairs paid to West Valley Construction.

Other Expenses overhead charges are trending lower than prior years due to slower administrative cost center (fund 900) spending.

Transfers Out to Water Replacement Fund (Fund 610) due to Replacement Allocations

Local Wastewater Capital Funds
Quarterly Financial Report - FYE22 Q3
Jul 1, 2021 - Mar 31, 2022

Fund 210 Replacement Totals

	FYE 2021 Actual Thru Period 13	FYE 2022 Amended Budget Adopted	FYE 2022 Prorated Budget Thru Period 9	FYE 2022 Actual Thru Period 9	FYE 2022 Prorated Budget- Over/Under Thru Period 9
Beginning Working Capital	\$4,806,618	\$4,117,198	\$4,117,198	\$4,051,594	
Capacity Reserve Fees - Dublin	\$476,544	\$1,075,668	\$802,716	\$834,261	\$31,545
Interest	(15,156)	41,172	14,891	17,334	2,443
Other Revenues	-	-	-	90,702	90,702
Total Revenues	\$461,388	\$1,116,840	\$817,607	\$942,297	\$124,690
Capital Outlay		\$550,900		\$5,427	\$5,427
Transfers-Out	\$49,000	\$895,833	8,250	\$8,250	
CIP Projects	335,302	1,654,986	1,211,689	889,430	(322,258)
Total Expenses	\$384,302	\$2,550,819	\$1,219,939	\$903,107	(\$316,831)
Net Increase/(Decrease)	\$77,086	(\$1,433,979)	(\$402,332)	\$39,190	\$441,522
Non-Cash Reconciling Items	(\$832,110)	-	-	-	-
Ending Working Capital	\$4,051,594	\$2,683,219	\$3,714,866	\$4,090,784	
Working Capital Minimum	\$3,111,164	\$2,212,328	\$2,212,328	\$2,212,328	

Fund 220 Expansion Totals

	FYE 2021 Actual Thru Period 13	FYE 2022 Amended Budget Adopted	FYE 2022 Prorated Budget Thru Period 9	FYE 2022 Actual Thru Period 9	FYE 2022 Prorated Budget- Actual Thru Period 9
Beginning Working Capital	\$6,608,874	\$7,585,333	\$7,585,333	\$7,484,616	
Capacity Reserve Fees - Dublin	\$14,536	\$32,811	\$23,580	\$25,447	\$1,867
Interest	(15,582)	75,853	(\$41,023)	37,183	78,207
Other Revenues				100,364	
Transfers	49,000	895,833	\$8,250	8,250	
Total Revenues	\$47,953	\$1,004,497	(\$9,193)	\$171,245	\$80,074
Materials & Supplies			-	\$205	205
CIP Projects	19,939			35,522	35,522
Total Expenses	\$19,939			\$35,728	\$35,728
Net Increase/(Decrease)	\$28,015	\$1,004,497	(\$9,193)	\$135,517	\$44,347
Non-Cash Reconciling Items	847,727	-	-	365,453	-
Ending Working Capital	\$7,484,616	\$8,589,830	\$7,576,140	\$7,985,586	
Working Capital Minimum	\$1,001,744	\$930,000	\$930,000	\$930,000	

REVENUES

Capacity Reserve Fee are charges on all new development and all expansions or changes of existing development to pay for current and future capital improvement projects in the wastewater treatment plant and wastewater collection system. These fees are designed to cover the cost of building expanded facilities for new development.

Other Revenue is COVID 19 Fiscal Relief Funds for Special Districts.

Non-Cash Reconciling Items include Deferred Revenue due to reimbursement agreements \$365k.

EXPENSES

Capital Outlay included DO HVAC boiler removal and replacement. Vehicles (Ford F-250 Trucks, Transit Connect and Closed-Circuit Television Truck) are budgeted in FY2022 and will be purchased in the following months.

CIP Projects are trending lower than prior years due to the nature of capital project activities that are performed in various phases, such as planning, design, construction and other phases, there are timing factors in capital project expenditures.

Transfers: Interfund transfer out in local fund, \$833k principal to the loan from fund 220 to fund 210 is booked at the end of the fiscal year on the balance sheet side.

Regional Wastewater Capital Funds

Quarterly Financial Report - FYE22 Q3

Jul 1, 2021 - Mar 31, 2022

Fund 310 Replacement Totals

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual	Amended Budget	Prorated Budget	Actual	Prorated Budget-Over/Under
	Thru Period 13	Adopted	Thru Period 9	Thru Period 9	Thru Period 9
Beginning Working Capital	\$32,412,465	\$32,272,598	\$32,272,598	\$33,836,419	
Capacity Reserve Fees - Dublin	\$798,171	\$1,800,652	\$1,358,582	\$1,399,216	\$40,634
Capacity Reserve Fees - Pleasanton	94,154	187,960	118,572	336,141	217,569
Capacity Reserve Fees - Deferred	11,355	11,619	8,835	8,966	131
Interest	(94,568)	322,726	198,593	156,579	(42,014)
Other Revenues	-	-	-	291,475	-
Transfers	3,130,000	1,800,000	1,350,000	1,350,000	-
Total Revenue	3,939,112	\$4,122,957	\$3,034,581	\$3,542,378	\$216,321
Capital Outlay	\$177,387	\$674,094	\$400,675	\$202,163	(\$198,512)
Contribution to JPA	279,600	279,600	209,700	209,700	-
CIP Projects	2,193,735	9,902,013	5,543,360	1,615,283	(3,928,076)
Total Expenses	\$2,650,721	\$10,855,707	\$6,153,735	\$2,027,146	(\$4,126,589)
Net Increase/(Decrease)	\$1,288,390	(\$6,732,750)	(\$3,119,153)	\$1,515,232	\$4,342,910
Non-Cash Reconciling Items	135,564	-	-	1	-
Ending Working Capital	\$33,836,419	\$25,539,848	\$29,153,445	\$35,351,652	
Working Capital Minimum	\$12,533,228	\$13,446,453	\$13,446,453	\$13,446,453	

Fund 320 Expansion Totals

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual	Amended Budget	Prorated Budget	Actual	Prorated Budget-Actual
	Thru Period 13	Adopted	Thru Period 9	Thru Period 9	Thru Period 9
Beginning Working Capital	\$48,866,283	\$42,061,722	\$42,061,722	\$41,943,576	
Capacity Reserve Fees - Dublin	\$2,191,990	\$4,851,680	\$3,739,307	\$3,778,882	\$39,575
Capacity Reserve Fees - Pleasanton	258,218	506,438	344,924	907,447	562,523
Capacity Reserve Fees - Deferred	32,873	32,609	24,834	24,205	(630)
Interest	(115,640)	420,617	170,025	193,494	23,469
Other Revenues	854,642	-	-	1,002,193	1,002,193
Total Revenue	\$3,222,083	\$5,811,348	\$4,279,090	\$5,906,220	\$1,627,130
Contribution to JPA	\$4,310,713	\$4,310,354	3,046,506	\$3,046,506	-
CIP Projects	6,518,065	4,934,286	3,334,432	1,527,580	(1,806,853)
Total Expenses	\$10,828,778	\$9,244,640	\$6,380,938	\$4,574,085	(\$1,806,853)
Net Increase/(Decrease)	(\$7,606,695)	(\$3,433,292)	(\$2,101,848)	\$1,332,135	\$3,433,983
Non-Cash Reconciling Items	683,988	-	-	0	-
Ending Working Capital	\$41,943,576	\$38,628,430	\$39,959,874	\$43,275,711	
Working Capital Minimum	\$10,514,950	\$8,620,708	\$8,620,708	\$8,620,708	

REVENUE

Capacity Reserve Fee are charges on all new development and all expansions or changes of existing development to pay for current and future capital improvement projects in the wastewater treatment plant. These fees are designed to cover the cost of building expanded facilities for new development, including debt service for assets built to serve new development.

Other Revenue is COVID 19 Fiscal Relief Funds for Special Districts.

EXPENSES

Capital Outlay included long reach forklift and DO HVAC boiler removal and replacement. Ford Escape Hybrid, Influent Gate Control, Environmental Compliant Blasting and Removal System and D7 Tractor for Bio-Solids Harvesting are budgeted in FY2022 and will be purchased in the following months.

Contribution to JPA: DSRSD is a member of the Livermore-Amador Valley Water Management Agency (LAVWMA), a Joint Power Authority formed in 1974, which constructed and operates an export pumping facility. Expenses in the Replacement Fund (310) are related to capital asset replacement and repairs.

CIP Projects are trending lower than prior years due to the nature of capital project activities that are performed in various phases, such as planning, design, construction and other phases, there are timing factors in capital project expenditures.

Water Capital Funds

Quarterly Financial Report - FYE22 Q3

Jul 1, 2021 - Mar 31, 2022

Fund 610 Replacement Totals

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual Thru Period 13	Amended Budget Adopted	Prorated Budget Thru Period 9	Actual Thru Period 9	Prorated Budget- Over/Under Thru Period 9
Beginning Working Capital	\$36,109,061	\$26,581,086	\$26,581,086	\$27,149,605	
Capacity Reserve Fees	\$1,501,356	\$2,238,643	\$1,774,283	\$1,416,104	(\$358,179)
Other Revenues	-	-	-	355,789	355,789
Interest	8,606	265,811	131,330	122,851	(8,479)
Transfers In	5,153,937	6,280,088	4,710,066	4,585,209	(124,857)
Total Revenues	\$6,663,898	\$8,784,542	\$6,615,679	\$6,479,953	(\$135,726)
Capital Outlay	\$166,451	\$477,676	\$291,257	\$20,080	(\$271,177)
Contribution to JPA	14,940	286,120		12,902	12,902
CIP Projects	4,419,613	11,309,711	6,599,270	5,860,478	(738,792)
Total Expenses	\$4,601,004	\$12,073,507	\$6,890,527	\$5,893,460	(\$997,067)
Net Increase/(Decrease)	\$2,062,894	(\$3,288,965)	(\$274,848)	\$586,493	\$861,341
Non-Cash Reconciling Items	(11,022,350)	-	-	0	-
Ending Working Capital	\$27,149,605	\$23,292,121	\$26,306,238	\$27,736,098	
Working Capital Minimum	\$14,459,177	\$22,976,219	\$22,976,219	\$22,976,219	

Fund 620 Expansion Totals

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual Thru Period 13	Amended Budget Adopted	Prorated Budget Thru Period 9	Actual Thru Period 9	Prorated Budget- Actual Thru Period 9
Beginning Working Capital	\$32,907,335	\$41,636,229	\$41,636,229	\$44,770,751	
Capacity Reserve Fees	\$3,369,468	\$4,927,288	\$3,890,774	\$3,122,712	(\$768,062)
Other Revenues	6,976,649	-	-	798,649	798,649
Interest	1,107,173	416,362	167,827	206,397	38,570
Transfers In	15,681,331			-	
Total Revenues	\$27,134,621	\$5,343,650	\$4,058,602	\$4,127,758	\$69,157
Contribution to JPA	\$1,124,311	\$838,857	\$586,068	\$548,404	(\$37,664)
Debt Payments	1,881,300	1,880,438	1,410,328	1,412,078	1,750
CIP Projects	452,702	8,700,706	3,254,684	104,291	(3,150,393)
Total Expenses	\$3,458,314	\$11,420,001	\$5,251,080	\$2,064,774	(\$3,186,307)
Net Increase/(Decrease)	\$23,676,307	(\$6,076,350)	(\$1,192,479)	2,062,984	\$3,255,463
Non-Cash Reconciling Items	(11,812,891)	-	-	602,006	-
Ending Working Capital	\$44,770,751	\$35,559,879	\$40,443,750	\$47,435,741	
Working Capital Minimum	\$20,037,866	\$27,135,994	\$27,135,994	\$27,135,994	

REVENUES

Capacity Reserve Fee are charges on all new development and all expansions or changes of existing development to pay for current and future capital improvement projects in the water system. These fees are designed to cover the cost of building expanded facilities for new development, including debt service for assets built to serve new development.

Other Revenue is COVID 19 Fiscal Relief Funds for Special Districts.

Transfers In from Water Enterprise Fund (Fund 600) due to Replacement Allocations

EXPENSES

Capital Outlay included DO HVAC boiler removal and replacement. Vehicles (Ford F-250 Trucks, Transit Connect and Valve Truck), Ion Chromatography Unit, Pump Station 20A Pump #1 and #3 Replacement are budgeted in FY2022 and will be purchased in the following months.

Contribution to JPA: DSRSD and East Bay Municipal Utility District (EBMUD) participate in DERWA, a Joint Power Authority formed in 1995 and start providing recycled water service in 2006. Expenses are related to replacement and expansion capital projects for the DERWA system. There were no capital replacement expenditures but there were capital expansion expenditures. Contribution to JPA also includes an outstanding state loan to DERWA of \$845,794 will be paid on June 2022.

Debt Payment: The District has outstanding long-term debt obligation from the issuance of the 2017 Water Revenue Refunding Bonds.

CIP Projects are trending lower than prior years due to the nature of capital project activities that are performed in various phases, such as planning, design, construction and other phases, there are timing factors in capital project expenditures.

Administrative Funds

Quarterly Financial Report - FYE22 Q3

Jul 1, 2021 - Mar 31, 2022

Fund 900 - Administrative Cost Center

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual	Budget	Prorated Budget	Actual	Prorated Budget- Over/Under
	Audited	Adopted	Through Period 9	Through Period 9	Through Period 9
Beginning Working Capital	-	-	-	\$285,130	
Other Revenue	\$1,724,779	\$1,490,335	\$1,085,413	\$1,528,212	\$442,799
Total Revenue	\$1,724,779	\$1,490,335	\$1,085,413	\$1,528,212	\$442,799
Salaries & Benefits	\$5,574,005	\$5,982,336	\$4,253,148	\$4,480,438	\$227,290
Materials & Supplies	289,187	305,960	189,651	204,888	15,237
Contractual Services	1,217,087	2,203,610	1,167,550	1,191,215	23,665
Allocated Costs	(5,640,629)	(7,001,570)	(4,346,255)	(4,348,329)	(2,074)
Total Expenses	\$1,439,649	\$1,490,335	\$1,264,094	\$1,528,212	\$264,118
Net Increase/(Decrease)	\$285,130	-	(\$178,681)	-	\$178,681
Non-Cash Reconciling Items		-	-	-	-
Ending Working Capital	\$285,130		(\$178,681)	\$285,130	

Fund 965 - Other Post-Employment Benefits (OPEB)

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual	Budget	Prorated Budget	Actual	Prorated Budget-Actual
	Audited	Adopted	Through Period 9	Through Period 9	Through Period 9
Beginning Working Capital	\$1,252			\$1,293,838	
Interest	\$8,764			\$2,048	\$2,048
CERBT Drawdown	1,945,783	931,328			
Total Revenue	\$1,954,547	\$931,328		\$2,048	\$2,048
Retiree Medical	(\$303,382)	\$1,030,444	\$772,833	\$919,676	\$146,843
Total Expenses	(\$303,382)	\$1,030,444	\$772,833	\$919,676	\$146,843
Net Increase/(Decrease)	\$2,257,929	(\$99,116)	(\$772,833)	(\$917,628)	(\$144,795)
Non-Cash Reconciling Items	(965,343)	-	-	-	-
Ending Working Capital	\$1,293,838	(\$99,116)	(\$772,833)	\$376,209	

Fund 995 - DV Standby Charge District (DVSCD)

	FYE 2021	FYE 2022	FYE 2022	FYE 2022	FYE 2022
	Actual	Budget	Prorated Budget	Actual	Prorated Budget-Actual
	Audited	Adopted	Through Period 9	Through Period 9	Through Period 9
Beginning Working Capital		\$816,458	\$816,458	\$423,586	
Standby Assessment	\$1,588,179	\$1,783,759	\$749,179	\$1,554,419	\$805,240
Interest	6,541	8,165	6,124	(1,199)	(7,323)
Total Revenue	\$1,594,720	\$1,791,925	\$755,303	\$1,553,220	\$797,917
Contract Services	\$1,954,350	\$1,799,291	\$1,799,291	\$2,281,172	\$481,881
Total Expenses	\$1,954,350	\$1,799,291	\$1,799,291	\$2,281,172	\$481,881
Net Increase/(Decrease)	(\$359,630)	(\$7,366)	(\$1,043,989)	(\$727,952)	\$316,036
Non-Cash Reconciling Items	783,216	-	-	-	-
Ending Working Capital	\$423,586	\$809,092	(\$227,531)	(\$304,366)	

REVENUE

CERBT Drawdown will be reflected at the end of the fiscal year.

Standby Assessment: Property Tax assessment from the Contra Costa County for the Dougherty Valley

Transfers: Funds transferred to pay the for the retiree medical invoices

EXPENSES

Retiree Medical: Invoices paid to CalPERS for the cost of retiree medical. It will be adjusted by CERBT drawdown at the end of the fiscal year.

Contract Services: General operating and administrative costs

TITLE: Award Construction Agreement to KJ Woods Construction Inc., Authorize a Construction Change Order Contingency, Approve Master Agreement for Consulting Services to Coastland Civil Engineering, and Authorize Execution of Task Order No. 1 with Coastland Civil Engineering for Construction Management Services for the Water Lines Replacement – Wineberry & Canterbury Area Project (CIP 16-W017)

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Motion, the following actions:

1. Award of a construction agreement for the Water Lines Replacement – Wineberry & Canterbury Area Project (CIP 16-W017) to KJ Woods Construction Inc., the lowest responsive, responsible bidder, in the amount of \$4,978,000, and authorize a construction change order contingency in an amount not to exceed \$746,700.
2. Approve a Master Agreement for Consulting Services with Coastland Civil Engineering, and authorize the General Manager to execute Task Order No. 1 in an amount not to exceed \$521,300 for construction management and inspection services.

DISCUSSION:

The Capital Improvement Program Two-Year Budget includes the Water Lines Replacement – Wineberry & Canterbury Area Project (CIP 16-W017) (“Project”). The Project will replace approximately 12,000 feet of existing water mains, water services and meter boxes, valves, fire hydrants, and appurtenances in the Wineberry and Canterbury neighborhoods. Both neighborhoods are located in the City of Dublin.

The water mains were installed in the early 1960s and have a recent history of leaks and water service repairs. Staff reviewed the maintenance service repair history in the Asset Management Replacement Model, corrosion information and acoustic evaluation, and concluded that these pipelines are near the end of their useful lives, and therefore, should be replaced.



Award Construction Agreement and Authorize Construction Change Order Contingency

The bid period for the Project began on April 18, 2022, and seven bids ranging from \$4,978,000 to \$7,131,445 were received on May 19, 2022. The engineer’s estimate was \$8,850,000. The lowest bid was received from KJ Woods Constructions Inc. and contained no irregularities. Attachment 1 provides a summary of the bid results.

Staff recommends the Board award the construction contract for the Project to KJ Woods Constructions Inc., the lowest responsive, responsible bidder, in the amount of \$4,978,000 and authorize a construction change order contingency not to exceed \$746,700, or 15 percent of the bid amount. The recommended change order contingency is typical for a replacement project because the Project involves working within existing tract home developments where there is a high probability of differing site conditions and potential conflicts with other utilities. The complexity of maintaining

Originating Department: Engineering Services	Contact: R. Portugal/S. Delight	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: \$5,499,300 (\$4,978,000 for Construction Contract and \$521,300 for Construction Management) from Water Replacement (Fund 610)	
Attachments: <input type="checkbox"/> None <input type="checkbox"/> Resolutions <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input checked="" type="checkbox"/> Other (see list on right)	Attachment 1 – Bid Results	

water and fire services to homes and fire hydrants during the construction of the new water mains and services also increases the potential for construction change orders.

A Notice of Exemption for the Project per the California Environmental Quality Act (“CEQA”) was filed on December 14, 2021. The Project is exempt from CEQA pursuant to CEQA Guidelines 15302(c).

The contract time for the Project is 280 calendar days and is estimated to be completed in May 2023.

Construction Management Services

A construction management firm is recommended in order to keep clear communication, provide inspection services, maintain proper records during construction, and coordinate between the contractor, the designers, and District staff. On March 2, 2022, staff solicited proposals from five consulting firms to provide construction management and inspection services for the Project. On March 24, 2022, Coastland Civil Engineering (“Coastland”) submitted a proposal for the Project; the other four consulting firms declined to propose due to other existing contractual obligations and lack of resources to accommodate additional work.

Coastland’s proposal demonstrated a clear understanding of the project goals and objectives and provided a streamlined approach to construction phase of the Project. Staff also carefully evaluated Coastland’s company and personnel qualifications, and depth and breadth of its construction management team, and determined that Coastland has the appropriate combination of qualifications and resources to meet the needs of the Project. Lastly, in consideration of scope of the Project and the current economic environment, staff assessed that Coastland’s estimated level of effort and costs are fair and reasonable.

Staff recommends the Board approve a Master Agreement for Consulting Services with Coastland Civil Engineering and authorize the General Manager to execute Task Order No. 1 in an amount not to exceed \$521,300 for construction management and inspection services.


**Dublin San Ramon
Services District**
Water, wastewater, recycled water

**Results of Bid Opening for
Water Lines Replacement--Wineberry & Canterbury Area (CIP 16-W017)
Thursday, May 19, 2022 @ 2 p.m.**

Engineer's Estimate:	\$ 8,850,000
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No.	Name of Bidder	Bid Amount
1	KJ Woods Construction Inc., So. San Francisco, CA	\$ 4,978,000
2	Ranger Pipelines Incorporated, San Francisco, CA	\$ 5,783,595
3	Cratus, Inc., San Francisco, CA	\$ 6,332,823
4	DPI, Inc., Livermore, CA	\$ 6,333,586.50
5	Terracon Constructors, Inc., Healdsburg, CA	\$ 6,335,766
6	McGuire and Hester, Alameda, CA	\$ 6,831,225
7	Mountain Cascade, Inc., Livermore, CA	\$ 7,131,445

Contractor/Subcontractor	Contractor License No.	PWC Registration No.	Location	Trade	Amount of Work to be Performed
KJ Woods Construction Inc.					
Graham Contractors Inc.	315789	1000006175	San Jose, CA	Slurry seal	\$ 148,863
Ranger Pipelines Incorporated					
Chrisp Company	374600	1000000306	Fremont, CA	Crack fill & slurry seal	\$ 148,863
Graham Contractors Inc.	315789	1000006175	San Jose, CA	Striping	\$ 28,925
MCK Services Inc.	783116	1000002375	Concord, CA	Grind & pave	\$ 233,125
Cratus, Inc.					
Graham Contractors Inc.	315789	1000006175	San Jose, CA	Slurry seal	\$ 148,863
Chrisp Company	374600	1000000306	Fremont, CA	Striping	\$ 28,925
DPI, Inc.					
Galeb Paving, Inc.	325912	1000000487	Saratoga, CA	Paving	\$ 183,000
Graham Contractors Inc.	315789	PW-LR-1000898576	San Jose, CA	Slurry seal	\$ 148,863
Chrisp Company	374600	1000000306	Fremont, CA	Striping	\$ 28,925
F3 & Associates Inc.	n/a	1000010171	Benicia, CA	Survey	\$ 50,000
Terracon Constructors, Inc.					
Graham Contractors Inc.	315789	1000006175	San Jose, CA	Slurry seal	1%
Chrisp Company	374600	1000000306	Fremont, CA	Striping	0.5%
McGuire and Hester					
Pavement Coatings Company	303609	1000003382	Sacramento, CA	Slurry seal	\$ 153,825
Chrisp Company	374600	1000000306	Fremont, CA	Striping	\$ 28,925
Mountain Cascade, Inc.					
Graham Contractors Inc.	315789	1000006175	San Jose, CA	Roadway crack sealing & slurry seal	\$ 148,863
Chrisp Company	374600	1000000306	Fremont, CA	Roadway striping removal & replacement	\$ 28,925
Bay Line Cutting & Coring, Inc.	809660	1000003185	San Francisco, CA	Asphalt & concrete sawcutting	\$ 71,283



TITLE: Accept Donation of One Eagle Scout Project for DSRSD Demonstration Garden

RECOMMENDATION:

Staff recommends the Board of Directors accept, by Motion, the donation of one (1) Eagle Scout project for the DSRSD Demonstration Garden.

DISCUSSION:

As part of the renovation of the District’s Demonstration Garden, several projects were identified which would enhance the garden and qualify as an Eagle Scout project. Volunteers from Boy Scout Troop #905 have designed, constructed, and installed the amenities as follows:

Two Benches (to cover utility infrastructure) - Shane O’Flynn

Troop #905 has leased the Utility Building behind the DSRSD District Office since 1992. The Troop has been participating in enhancements to the Demonstration Garden through ongoing community service projects and Eagle Scout projects. A picture of this project is attached.

Originating Department: Administrative Services	Contact: C. Atwood	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: N/A	
Attachments: <input type="checkbox"/> None <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 – Picture of Donation for One Eagle Scout Project	
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Benches by Shane O'Flynn



TITLE: Approve Execution of the Amended and Restated Agreement for Personal Services between Daniel B. McIntyre and Dublin San Ramon Services District

RECOMMENDATION:

District General Counsel recommends the Board of Directors approve, by Resolution, the Amended and Restated Agreement for Personal Services with Daniel B. McIntyre.

DISCUSSION:

The District entered into an Agreement for Personal Services (PSA) with Daniel B. McIntyre on April 5, 2016 (and was further amended on December 20, 2016, January 16, 2018, December 4, 2018, and February 4, 2020 through Amendment Nos. 1 through 4 respectively) pursuant to which he serves as the District’s General Manager. His performance as General Manager was the topic of closed session performance assessments discussed by the Board of Directors between August 2021 and April 2022. The Board determined at that time that his performance has met or exceeded standards in the competencies, goals, and areas of emphasis the Board established. It is of note that the General Manager’s base salary has remained the same since 2019, as no adjustment was made in 2020 and a 2.75% adjustment proposed for 2021 was declined by the General Manager.

The District General Counsel, acting at the direction of the Board, met and conferred with the General Manager and agreed on revised items to the PSA related to salary and to certain other terms related to benefits, as outlined in Exhibit A to the attached resolution. As such, the Board of Directors desires that there be no change to the PSA compensation for calendar year 2022, but wishes to amend the PSA to increase the District’s contribution for health insurance to match that paid to other District employees in conformance with exiting labor agreements, and to increase the employee leave sell back provision to match that provided to other District employees (a change to a maximum of 100 hours of sell back per year, up from 80 in the current PSA).

The Board wishes to further amend the PSA to provide for future base salary increases on an annual basis for years 2023, 2024 and 2025 (based on a cost-of-living increase ranging from 2.5% to 4.0% in 2023 and ranging from 2.0% to 4% in 2024 and 2025) consistent with scheduled cost of living increases for all other employees. The Amended and Restated PSA conforms with the direction given by the Board to its negotiator (District General Counsel in closed session).

The proposed base salary increases would become effective on the first day of the first pay period of calendar years 2023 through 2025. Changes to the District contributions for health insurance to match that paid for other District employees would become effective on August 1, 2022. Finally, the increase to the employee leave sell back provision to match that provided to other District employees shall take place effective June 7, 2022.

Originating Department: Board	Contact: D. Coty/C. Atwood	Legal Review: Yes
Financial Review: Yes	Cost and Funding Source: Operating Budget FYE 2022 - 2025	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		
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RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE EXECUTION OF THE AMENDED AND RESTATED AGREEMENT FOR PERSONAL SERVICES BETWEEN DANIEL B. MCINTYRE AND DUBLIN SAN RAMON SERVICES DISTRICT

WHEREAS, pursuant to Resolution No. 20-16 adopted April 5, 2016, this Board approved and authorized execution of an agreement for personal services with Daniel B. McIntyre as General Manager (the "Agreement"); and

WHEREAS, pursuant to Resolution No. 78-16 adopted December 20, 2016, this Board approved and authorized execution of Amendment No. 1 to the Agreement for personal services with Daniel B. McIntyre as General Manager ("Amendment No. 1"); and

WHEREAS, pursuant to Resolution No. 4-18 adopted January 16, 2018, this Board approved and authorized execution of Amendment No. 2 to the Agreement for personal services with Daniel B. McIntyre as General Manager ("Amendment No. 2"); and

WHEREAS, pursuant to Resolution No. 56-18 adopted December 4, 2018, this Board approved and authorized execution of Amendment No. 3 to the Agreement for personal services with Daniel B. McIntyre as General Manager ("Amendment No. 3"); and

WHEREAS, pursuant to Resolution No. 12-20 adopted February 4, 2020, this Board approved and authorized execution of Amendment No. 4 to the Agreement for personal services with Daniel B. McIntyre as General Manager ("Amendment No. 4"); and

WHEREAS, following a performance review of the General Manager conducted during Fall 2021 and Winter 2022, the Board desires to make certain adjustments and revisions to the Agreement as amended and to fully Amend and Restate the Agreement to incorporate prior amendments and to restate the Agreement.

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

That certain Agreement titled, "Amended and Restated Agreement for Personal Services Between Daniel B. McIntyre and the Dublin San Ramon Services District," a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein, is hereby approved and made effective as of June 7, 2022, and the President of this Board and District Secretary are hereby authorized

Res. No. _____

and directed to execute, and to attest thereto, respectively, said amendment for and on behalf of the District.

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 7th day of June, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary

AMENDED AND RESTATED AGREEMENT
FOR PERSONAL SERVICES BETWEEN DUBLIN SAN RAMON SERVICES DISTRICT
AND DANIEL B. McINTYRE

THIS AGREEMENT FOR PERSONAL SERVICES (“Agreement”), is made and entered into this 7th day of June 2022 (the “Effective Date”) by and between the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), and Daniel B. McIntyre (“General Manager”).

WITNESSETH:

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

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

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

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

WHEREAS, the Board previously appointed and has employed General Manager and wishes to continue this employment and General Manager also desires continue said employment subject to the terms and conditions of this Agreement, which incorporate the terms and conditions of the Personal Services Agreement approved as of April 5, 2016, and as amended on December 20, 2016, January 16, 2018, December 4, 2018, and February 4, 2020.

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

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

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

made a part hereof.

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

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

5. AVAILABILITY AND COMMUNICATIONS

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

6. TERMINATION

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

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

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

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

6.3 Termination at Discretion of District

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

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

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

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

during the period covered by the notice, the District terminates the Agreement in accordance with Section 6.3, severance shall be reduced to a lump sum amount equal to one-half of one month's base salary.

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

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

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

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

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

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

9. APPEALS General Manager may appeal any action of the Board under Section 6.2 Termination for Cause to the District Board of Directors which may, in its discretion, refer, but is not obligated to refer, the matter for investigation to a Board Committee. Said appeal shall be in writing and shall be

timely filed within ten (10) calendar days of the Board's action that is being appealed. An untimely filing shall be deemed denied with no further right of appeal. Any appeal meeting may be in closed session, unless the General Manager asks that it be in open session. Decisions by the Board of Directors shall be binding and final.

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

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

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

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

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

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

13. TERM The term of this Agreement shall be indefinite subject to the provisions of the Termination Section.

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

15. ENTIRE AGREEMENT This Agreement integrates, includes, and supersedes all prior agreements, understandings, whether written or oral, whether mutual or unilateral on the part of either party. This Agreement constitutes the only and entire agreement between District and General Manager and per the sentence above supersedes in full the April 5, 2016 Personal Services Agreement and its subsequent amendments. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party. Neither party has relied upon any representation, express or implied, not contained in this Agreement.

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

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

By: _____
Richard M. Halket, President, Board of Directors

Attest: _____
Nicole Genzale, District Secretary

By: _____
Daniel B. McIntyre, "General Manager"

**EXHIBIT 1
COMPENSATION**

1. BASE SALARY

1.1 Initial Base Salary Commencing on the Effective Date of this Agreement District shall compensate General Manager a base salary of \$24,167.00 per month (\$290,004.00 annually), payable in biweekly installments in accordance with District’s standard payroll procedures.

1.2. Annual Cost of Living Base Salary Adjustments Subject to satisfactory performance as determined by the Board, General Manager’s base salary shall be adjusted effective on the first day of the first pay period of Calendar Years 2023, 2024, and 2025 by a percentage salary increase equal to the percent change in the change in CPI (Consumer Price Index – all urban wage earners, not seasonally adjusted, San Francisco-Oakland-Hayward, CA, current, all items series) for the twelve (12) month period ending October 31st as follows:

- For calendar year 2023, in the event that CPI is less than 2.5% for the twelve-month period ending October 31st, the “floor” for CPI shall be 2.5%. For calendar year 2023, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%.
- For calendar years 2024 and 2025, in the event that CPI is less than 2.0% for the twelve month period ending October 31st, the “floor” for CPI shall be 2.0%. For calendar years 2024 and 2025, in the event that CPI is more than 4.0% for the twelve-month period ending October 31st, the “ceiling” for CPI shall be 4.0%..

The Board, within its discretion, may still determine no cost of living increase, or a lesser cost of living increase, is warranted.

2. DEFERRED COMPENSATION

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

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

EXHIBIT 2
RETIREMENT, INSURANCE AND LEAVE BENEFITS

1. RETIREMENT

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

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

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

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

2. INSURANCE

2.1 Health Care Insurance

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

2.1.2 Premiums District shall pay General Manager’s medical insurance premiums up to a maximum amount not to exceed the District “Maximum Contribution” for each level (employee only, employee plus one dependent, and employee plus two or more dependents).

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. General Manager shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance

premium of the plan General Manager selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

Commencing on August 1, 2022, the District medical insurance premium Maximum Contribution for 2022 is as follows:

Employee	\$857.06
Employee + one	\$1,714.12
Employee+2 (Family)	\$2,228.36

Effective January 1, 2023, General Manager will share in the cost of future medical insurance premium increases above the Kaiser Bay Area Region 1 rate as described in the example below.

Each year, cost increases in the Kaiser premium rates will be shared 50% by the District and 50% by the employee. For calendar year 2023, the Kaiser premium rates for 2023 will be compared to the District Maximum Contribution for 2022; if the Kaiser rate is higher than the 2022 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2022 premium rate to establish the Maximum Contribution for calendar year 2023.

If the Kaiser premium rate for 2023 is less than the District Maximum Contribution for 2022, then the District Maximum Contribution rate for calendar year 2023 will remain the same as the Maximum Contribution Rate as calendar year 2022.

For calendar year 2024, the Kaiser premium rates for 2024 will be compared to the District Maximum Contribution for 2023; if the Kaiser rate is higher than the 2023 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2024 premium rate over the 2023 District Maximum Contribution, then adding it to the 2023 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2024. If the Kaiser premium rate for 2024 is less than the District Maximum Contribution for 2023, then the District Maximum Contribution rate for calendar year 2024 will remain the same as the Maximum Contribution amount for 2023.

For calendar year 2025, the Kaiser premium rates for 2025 will be compared to the District Maximum Contribution rates for 2024; if the Kaiser rate is higher than the 2024 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2025 premium rate over the 2024 District Maximum Contribution, then adding it to the 2024 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2025. If the Kaiser premium rate for 2025 is less than the District Maximum Contribution for 2024, then the District Maximum Contribution rate for calendar year 2025 will remain the same as the Maximum Contribution amount for 2024.

General Manager will pay those amounts in excess of the District medical insurance premium Maximum Contribution and the premium of the plan he or she selects. District Maximum Contribution amounts will be rounded up to the nearest dollar.

2.1.3 Employer Contribution for Post-Employment Health Benefits in Retirement District shall contract with CalPERS to provide General Manager with post-employment health benefits in retirement. The benefit that shall be provided is the CalPERS Vesting Program for Retiree

Health Care (California Government Code Section 22893). In addition to other requirements of that Vesting Program, General Manager acknowledges his understanding that, in addition to other requirements for General Manager's qualification as determined by CalPERS, General Manager must retire from the District and must have at least five (5) years of service with the District.

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

2.1.5 Waiver of Coverage Consistent with District's Share the Savings Program, and subject to any limitations of the law, General Manager may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical coverage through the District and receive a contribution to Manager's Deferred Compensation (457) Plan in the amount of three hundred and fifty dollars (\$350) per month (payable bi-monthly). Manager must make the election for himself and Manager's dependents.

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

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

2.4 Basic Term Life Insurance

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

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

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

2.5 Short Term Disability The District shall provide General Manager with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular weekly salary, to a maximum of \$1,667 weekly benefit, after a 29-day waiting period. Benefits continue for a maximum of one year, if totally disabled. Integration of short-term insurance benefits and sick leave is to be automatic; the District may not waive integration. Short Term Disability Insurance benefits cease the day the termination of employment occurs.

2.6 Long Term Disability The District shall provide General Manager with Long -Term Disability Insurance. Long Term Disability Insurance shall provide 70% of regular monthly base salary (i.e.,

excluding any other compensation, including deferred compensation and matching contributions), to a maximum of \$10,000 monthly benefit, after 365 calendar days of short term disability coverage. Long Term Disability Insurance benefits cease the day the termination of employment occurs.

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

3. FLEXIBLE BENEFITS/IRS SECTION 125 PLAN

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

4. LEAVE BENEFITS

4.1 Employee Leave Bank

4.1.1 Employee Leave Bank Accrual Rate General Manager shall accrue time in the Employee Leave Bank at the rate of 12.31 hours each biweekly pay period (40 days per year based on eight hour work days). The General Manager shall carry forward under this Agreement all accrued Employee Leave Bank leave that was accrued prior to the Effective Date.

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

4.1.3 Employee Leave Bank Sell Back General Manager shall have an option to annually sell back up to 100 hours of leave from General Manager's Employee Leave Bank; said option shall be exercised no more than two (2) times in a calendar year provided that there are at least one hundred (100) hours remaining after such sell back.

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

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

4.3 Sick Leave

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

examination or treatment by a licensed practitioner.

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

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

4.3.4 Illness of Family Member General Manager shall be entitled to use sick leave consistent with State and Federal Law.

4.3.5 Family and Medical Care Leave Family and Medical Care leave, the California Family Rights Act and other federal and state mandated leaves shall be administered in accordance with State and Federal Law.

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

4.5 Bereavement Leave In the event of a death in the immediate family of General Manager, General Manager shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed twenty-four (24) hours and must be taken consecutively. The immediate family shall be restricted to father, mother, step-parent, brother, sister, spouse, legally recognized domestic partnership, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the Board, General Manager shall furnish a death certificate and proof of relationship.

EXHIBIT 3
SUPPLEMENTAL BENEFITS

1. VEHICLE

Unless otherwise provided in this paragraph, General Manager shall comply with the provisions of the District's Personnel Rule and Policies for Travel/Training. General Manager may, within his discretion, choose to supply his own privately-owned vehicle for use in his employment at the District, or to utilize an available District-owned pool vehicle on a limited "as needed" basis within the course and scope of his employment. Upon General Manager's timely submission of an expense report each month, the District will reimburse General Manager based upon the IRS standard mileage rates for use of his privately-owned vehicle within the course and scope of his employment. However, when the General Manager uses his own privately-owned vehicle in lieu of air transportation, the District will pay either the avoided costs of air travel or the standard IRS mileage reimbursement, whichever is less. General Manager shall maintain liability insurance on his vehicle in the amounts required by law and produce proof of same at the request of the District. Unless otherwise provided for in this paragraph, all insurance, maintenance, repairs, gas and other vehicle expenses shall be at General Manager's sole expense. General Manager is required to maintain a valid California Driver's License.

2. DISTRICT FURNISHED NOTEBOOK OR TABLET COMPUTER AND TELECOMMUNICATIONS DEVICE

The District shall provide General Manager with use of a Notebook or Tablet computer (such as a Surface Pro or equivalent) for District business-use only. The Notebook so provided is the property of the District and the District shall have the right to control the access to, and use of, Notebook through its personnel policies, risk management policies or any other policies, and shall also provide Information Technology support as needed to facilitate performance of General Manager's duties and obligations as an employee of the District. The District shall also provide General Manager with use of a mobile device (e.g. smart phone with cell phone, text, and email functionality for business use only).

3. SCHEDULE

Alternative work day schedules (e.g., a 9/80 alternative work schedule) are not available to General Manager, and General Manager shall not work an alternative work schedule.



TITLE: Approve Health Insurance Contribution for Calendar Year 2022 for General Manager

RECOMMENDATION:

Staff recommends the Board of Directors approve, by Resolution, a health insurance premium contribution for the period of August 1, 2022, to December 31, 2022, for the General Manager.

DISCUSSION:

In mid-July of 2021, California Public Employees' Retirement System (CalPERS) notified contracting agencies of medical premium increases effective January 1 of the following calendar year. In accordance with contractual requirements of the Memoranda of Understanding (MOUs), Personal Service Agreements (PSAs), and Section 22892 of the Public Employees, Medical and Hospital Care Act, the Board adopts a resolution to revise the employer contribution towards health insurance premiums if there is a change to the employer contribution for the following calendar year. A copy of the resolution must be sent to CalPERS.

On August 18, 2020, the Board adopted a resolution to set the employer contribution rate beginning January 1, 2021, for health insurance for the General Manager. Between November 16, 2021, and May 17, 2022, the Board adopted resolutions to set the employer contribution rate beginning January 1, 2022, for health insurance for Mid-Management Employees' Bargaining Unit (MEBU) employees, Local 21 employees, Local 39 employees and all Unrepresented and Senior Management employees, with the sole exception of the General Manager.

The Board adopted an Amended and Restated Agreement for Personal Services with the General Manager at this evening's Board meeting (just previous to this Board Business item); therefore, an increase to the maximum monthly contribution amount for health insurance now requires that the Board adopt a resolution, in accordance with CalPERS requirements, for the General Manager. It should be noted that the General Manager has declined retroactive medical for January 1, 2022 through July 31, 2022.

For the General Manager, the District's contribution is based on the 2022 CalPERS Kaiser HMO Bay Area health premium rates. The maximum District monthly contribution rate for health insurance premiums will increase to the amounts as follows, effective August 1, 2022:

Employee Only:	\$857.06
Employee + One:	\$1,714.12
Employee + Family:	\$2,228.36

The District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above. Staff has also reviewed the requirements of the employer mandate under the Patient Protection and Affordable Care Act (PPACA) and has determined that the District meets compliance requirements.

Originating Department: Administrative Services	Contact: M. Gallardo/C. Atwood	Legal Review: Not Required
Financial Review: Not Required	Cost and Funding Source: Within Budget / FYE 2022 Operating Budget	
Attachments: <input type="checkbox"/> None <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	40 of 43	

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT FOR THE GENERAL MANAGER

WHEREAS, the Dublin San Ramon Services District is a contracting agency under Government Code Section 22920 and subject to the Public Employees' Medical and Hospital Care Act (the "Act"); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution; and

WHEREAS, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, by Resolution No. 47-20, the Board of Directors approved the employer contribution for calendar year 2021 for the General Manager at its regularly scheduled meeting on August 18, 2020; and

WHEREAS, by Resolution No. 57-21, the Board of Directors approved the employer contribution for calendar year 2022 for Mid-Management Bargaining Unit (MEBU) employees; and

WHEREAS, by Resolution No. 68-21, the Board of Directors approved the employer contribution for calendar year 2022 for the International Federation of Professional and Technical Engineers, Local 21 (Local 21) employees, Unrepresented employees, and Senior Management employees; and

WHEREAS, by Resolution No. 15-22, the Board of Directors approved the employer contribution for calendar year 2022 Stationary Engineers, Local 39 (Local 39); and

WHEREAS, the Board of Directors approved an Amended and Restated Agreement for Personal Services with the General Manager earlier in this regularly scheduled meeting; and

WHEREAS, the specific language of this personal services agreement establishes the employer's monthly health benefit contribution to become effective August 1, 2022.

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

(a) The employer contribution for each employee or annuitant shall be the amount necessary to pay the full cost of their enrollment, including the enrollment of eligible family members, in a health benefit plan or plans, effective on August 1, 2022, up to a maximum of:

Medical Group	Monthly Employer Contribution		
	Single	Two-Party	Family
002 Mid-Management Monthly	No Change	No Change	No Change
003 Senior Management Monthly	No Change	No Change	No Change
004 Unrepresented Monthly	No Change	No Change	No Change
005 Local 39 Monthly	No Change	No Change	No Change
011 Local 21 Monthly	No Change	No Change	No Change
013 General Manager Monthly	\$857.06	\$1,714.12	\$2,228.36
007 Mid-Management Hourly	No Change	No Change	No Change
008 Senior Management Hourly	No Change	No Change	No Change
009 Unrepresented Hourly	No Change	No Change	No Change
010 Local 39 Hourly	No Change	No Change	No Change
012 Local 21 Hourly	No Change	No Change	No Change

Plus administrative fees and Contingency Reserve Fund assessments and be it further resolved;

(b) Dublin San Ramon Services District has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above; and be it further resolved;

(c) That the participation of the employees and annuitants of Dublin San Ramon Services District shall be subject to determination of its status as an “agency or instrumentality of the State or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that Dublin San Ramon Services District would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, California Public Employees' Retirement System (CalPERS) may be obligated, and reserves the right to terminate the health coverage of all participants of the employer; and be it further resolved;

(d) That the executive body appoint and direct, and it does hereby appoint and direct, Nicole Genzale, District Secretary, to file with the Board a verified copy of this resolution, and to perform on behalf of Dublin San Ramon Services District all functions required of it under the Act.

Res. No. _____

ADOPTED by the Board of Directors of Dublin San Ramon Services District, a public agency in the State of California, Counties of Alameda and Contra Costa, at its regular meeting held on the 7th day of June, 2022, and passed by the following vote:

AYES:

NOES:

ABSENT:

Richard M. Halket, President

ATTEST: _____
Nicole Genzale, District Secretary