

# AGENDA

## NOTICE OF REGULAR MEETING

**TIME:** 6 p.m.

**DATE:** Tuesday, April 18, 2023

**PLACE:** Regular Meeting Place  
7051 Dublin Boulevard, Dublin, CA  
www.dsrsd.com

**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, Govindarao, Halket, Johnson, Vonheeder-Leopold
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES
  - 4.A. New Employee Introductions
  - 4.B. Presentation by and Award to Winner of the Excellence in Water, Wastewater or Recycled Water Research Category of the Alameda County Science and Engineering Fair
5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC)

At this time those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight’s agenda. Comments should not exceed five minutes. Speaker cards are available from the District Secretary and should be completed and returned to the Secretary prior to addressing the Board. The President of the Board will recognize each speaker, at which time the speaker should proceed to the lectern, introduce him/herself, and then proceed with his/her comment. Written comments received by 3 p.m. on the day of the meeting will be provided to the Board.
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 April 4, 2023  
**Recommended Action:** Approve by Motion
  - 7.B. Approve Proclamation Celebrating May 2023 as Water Awareness Month  
**Recommended Action:** Approve by Motion
  - 7.C. Approve the Sewer Agency Charge Billing and Collection Agreement with the East Bay Municipal Utility District  
**Recommended Action:** Approve by Resolution

- 7.D. Approve the District's Five-Year Strategic Plan for Fiscal Years Ending 2024–2028  
**Recommended Action:** Approve by Resolution

8. BOARD BUSINESS

- 8.A. Receive Presentation and Approve Proposed Livermore-Amador Valley Water Management Authority (LAVWMA) Operation and Maintenance Budgets for Fiscal Years Ending 2024 and 2025  
**Recommended Action:** Approve by Motion
- 8.B. Approve Proclamation Celebrating Dublin San Ramon Services District's 70 Years of Service  
**Recommended Action:** Approve by Motion

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 from the Board

10. CLOSED SESSION

- 10.A. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6  
Agency Negotiators: Dan McIntyre, General Manager  
Jan Lee, Assistant General Manager  
Michelle Gallardo, Special Assistant to the General Manager  
Samantha Koehler, Acting Human Resources & Risk Manager  
Employee Organizations: 1. Stationary Engineers, Local 39  
2. International Federation of Professional and Technical Engineers, Local 21  
3. Mid-Management Employees' Bargaining Unit  
Additional Attendees: Doug Coty, General Counsel
- 10.B. Conference with Legal Counsel – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2): (one case)
- 10.C. Public Employee Appointment 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.*

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

**April 4, 2023**

1. CALL TO ORDER

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

2. PLEDGE TO THE FLAG

3. ROLL CALL

Boardmembers present at start of meeting:

President Georgean M. Vonheeder-Leopold, Vice President Ann Marie Johnson, Director Arun Goel, Director Dinesh Govindarao, and Director Richard M. Halket.

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; Douglas E. Coty, General Counsel; and Vivian Chiu, Management Analyst II/Acting District Secretary

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

5. PUBLIC COMMENT (MEETING OPEN TO THE PUBLIC) – 6:01 p.m. No public comment was received.

6. AGENDA MANAGEMENT (CONSIDER ORDER OF ITEMS) – No changes were made.

7. CONSENT CALENDAR

Director Halket MOVED for approval of the item on the Consent Calendar. Director Govindarao SECONDED the MOTION, which CARRIED with FIVE AYES.

7.A. Approve Regular Meeting Minutes of March 21, 2023 – Approved

8. BOARD BUSINESS

8.A. Receive Presentation and Support the Proposed Dublin San Ramon Services District - East Bay Municipal Utility District Recycled Water Authority Operations Budget for Fiscal Years 2024 and 2025

Financial Analyst Corinne Ferreyra reviewed the item for the Board. The Board and staff discussed the significant budget increase due to costs related to filter backwash treatment and energy, and the opportunities to reduce costs. They also discussed the projected versus actual CCCSD (Central Contra Costa Sanitary District) wastewater supply diversion treatment cost.

Director Goel MOVED to Support the Proposed Dublin San Ramon Services District - East Bay Municipal Utility District Recycled Water Authority Operations Budget for Fiscal

Years 2024 and 2025. Director Govindarao SECONDED the MOTION, which CARRIED with FIVE AYES.

- 8.B. Conditionally Approve Rescinding Drought Emergency Proclamation, Implementing Water Waste Prohibitions Under Executive Order N-5-23, and Authorizing the General Manager to Modify Prohibitions as Needed

Senior Engineer Irene Suroso reviewed the item and provided the Board a presentation, which was added to the website as supplemental materials. The Board and staff discussed the recharging of the groundwater basin, conservation requirements and messages among the Tri-Valley cities and water agencies, Executive Order N-5-23 and what it could mean, and gaps between state regulations and the District Code.

Director Govindarao MOVED to approve Resolution No. 10-23, Rescinding the District's Stage 2 Water Shortage Emergency (Resolution No. 48-21) and Stage 2 Water Shortage Condition Rates (Resolution No. 50-21) and Implementing Water Waste Prohibitions Consistent with the Governor's Executive Order N-5-23. Director Halket SECONDED the MOTION, which CARRIED with FIVE AYES.

- 8.C. Continue Discussion of the 2023 Strategic Plan Update

Assistant General Manager Lee reviewed the item for the Board. The Board was pleased with the revisions made since the draft review at the April 4 Board meeting, and only requested to switch the order of the fourth and fifth goals. The final plan will be on the April 18 meeting agenda for Board approval.

## 9. REPORTS

- 9.A. Boardmember Items

9.A.1. Joint Powers Authority and Committee Reports – None

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

Director Govindarao submitted a written report to Management Analyst II/Acting District Secretary Chiu. He reported that he attended the Pleasanton State of the City Address on March 29. He summarized the activities and discussions at the meeting.

Vice President Johnson submitted a written report to Management Analyst II/Acting District Secretary Chiu. She reported that she also attended the Pleasanton State of the City Address on March 29. She added to Director Govindarao's summary of activities and discussions at the meeting.

President Vonheeder-Leopold reported that she recently attended a Dublin Chamber of Commerce Economic Development Committee meeting. She summarized the activities and discussions at the meeting. She did not submit a written report.

- 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 – Staff reported on the following:

- A Special Board meeting will be held on Monday, April 17, at 4 p.m.
- DSRSD’s 70th Anniversary Reception will be held on Tuesday, April 18, in the District Office lobby at 5 p.m.
- The Dublin State of the City Address will be held on Wednesday, April 19, at the Shannon Community Center.
- Contra Costa Special Districts Association’s 30th Anniversary Celebration Dinner will be held on Thursday, April 27, in Pleasant Hill.
- A PFAS (Per and Polyfluoroalkyl substances) notification memo was issued today after the Zone 7 Water Agency detected PFAS at levels that exceeded the State’s advisory levels. President Vonheeder-Leopold requested staff distribute to the Board the PFAS information sheet on the website of the California Association of Sanitation Agencies.

Director Govindarao reported he will be absent from the April 17 Special Board meeting.

9.B.2. Correspondence from the Board – None

10. ADJOURNMENT

President Vonheeder-Leopold adjourned the meeting at 6:53 p.m.

Submitted by,

Vivian Chiu, MMC  
Management Analyst II/Acting District Secretary

FOR: Nicole Genzale, CMC  
Executive Services Supervisor/District Secretary



**TITLE:** Approve Proclamation Celebrating May 2023 as Water Awareness Month

**RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Motion, a Proclamation celebrating May 2023 as Water Awareness Month.

**DISCUSSION:**

The Dublin San Ramon Services District’s 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.” The month of May is recognized in California as Water Awareness Month, giving water agencies a chance to celebrate and heighten public awareness about water quality, water conservation, and water reliability.

To celebrate Water Awareness Month, the District will engage in outreach via the DSRSD website, Pipeline eNewsletter, social media platforms, and in partnering with water wholesaler Zone 7 Water Agency and other Tri-Valley water retailers.

Originating Department: Office of the General Manager	Contact: M. Gallardo/D. McIntyre	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 checked="" type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)		



# Proclamation

Celebrating

## Water Awareness Month in May 2023

---

WHEREAS, it is the mission of Dublin San Ramon Services District 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”; and

WHEREAS, May is celebrated in California as Water Awareness Month, recognized by the California Department of Water Resources as a time to show appreciation for the water that fuels the economy and sustains ecosystems; and

WHEREAS, rain or shine, Californians always need to use water wisely, as conservation is a way of life in California; and

WHEREAS, building public awareness of long-term water supply challenges and opportunities is supported by the District’s Strategic Plan; and

WHEREAS, the Board of Directors supports coordination with water wholesaler Zone 7 Water Agency and other Tri-Valley water retailers to provide outreach to the public surrounding Water Awareness Month.

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

## May 2023 as Water Awareness Month

Adopted this 18th day of April, 2023

\_\_\_\_\_  
Georgean M. Vonheeder-Leopold, President

\_\_\_\_\_  
Ann Marie Johnson, Vice President

\_\_\_\_\_  
Arun Goel, Director

\_\_\_\_\_  
Dinesh Govindaro, Director

\_\_\_\_\_  
Richard M. Halket, Director

\_\_\_\_\_  
Nicole Genzale, District Secretary



**TITLE:** Approve the Sewer Agency Charge Billing and Collection Agreement with the East Bay Municipal Utility District

**RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Resolution, a new Sewer Agency Charge Billing and Collection Agreement with the East Bay Municipal Utility District (EBMUD).

**DISCUSSION:**

Non-residential wastewater customers are billed their wastewater charges on a recurring basis, in proportion to their indoor water usage. Dublin customers are billed bimonthly by DSRSD’s Utility Billing and Customer Services Division, which has direct access to the customers’ water usage information. However, in southern San Ramon, DSRSD does not have direct access to water usage data to base wastewater charges on, because this area is served water by EBMUD.

In 2013, DSRSD entered into a 10-year agreement for EBMUD to bill non-residential wastewater accounts in south San Ramon on behalf of DSRSD. This agreement is an efficient way to bill these accounts in DSRSD’s service area as EBMUD bills for water service and has the consumption data necessary to bill for sewer services. Residential customers are billed directly by DSRSD via the property tax rolls for south San Ramon.

The current agreement expires on June 30, 2023, and EBMUD now bills 48 non-residential wastewater accounts on behalf of DSRSD. The agreement has been updated to provide more frequent information to the District in regards to billing, collection, and aging of the accounts

DSRSD retains the option to cancel this agreement with a 90-day notice if a future decision is made to bill directly with the new utility billing system (part of the Munis Enterprise Resource Planning software powered by Tyler Technologies), scheduled for completion by the end of 2023. In such case, EBMUD would provide water consumption data to the District on a quarterly basis as per this new contract, and DSRSD would bill the customers in arrears. Benefits from billing directly provides the District with timely information as to aging of its receivables and the ability to collect via its collection procedures.

The marked-up agreement is included as Attachment 1, and the clean version is included as Exhibit A to the proposed resolution.

<b>Originating Department: Administrative Services</b>	<b>Contact: C. Atwood</b>	<b>Legal Review: Yes</b>
<b>Financial Review: Yes</b>	<b>Cost and Funding Source: \$3,000 with 50% from Local Wastewater (Fund 200) and 50% from Regional Wastewater (Fund 300)</b>	
<b>Attachments:</b> <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)	<b>Attachment 1 – Marked-up Sewer Agency Charge Billing and Collection Agreement</b>	



SEWER AGENCY CHARGE BILLING AND COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April, 2023 by and between the DUBLIN SAN RAMON SERVICES DISTRICT, a municipal corporation, herein after called "the Agency", and the EAST BAY MUNICIPAL UTILITY DISTRICT, a public agency organized and existing under the law of the State of California, hereinafter called "the District", supersedes any and all other previous Sewer Agency Billing and Collection Agreements between the Agency and the District.

WITNESSETH:

1. General Provisions

- 1.1 Purpose of Agreement. The Agency, by resolution, establishes sewer service charges for the user of sewer facilities owned and operated by the Agency, and for the purpose of facilitating the billing and collection of such charges. The Agency has requested that the District bill and collect the Agency's charges for such sewer service, and the District is willing to perform such billing and collection subject to the terms and conditions set forth herein.
- 1.2 Term of Agreement. The District will bill and collect the Agency's sewer service charge pursuant to the terms of this Agreement until June 30, 2033 unless otherwise terminated as provided in paragraph 1.5.
- 1.3 Supervision and Control by the District. The District shall have sole and exclusive supervision and control over its operations under this Agreement, including but not limited to the method of preparing the District bills and making the collections thereunder; the selection, design and use of forms and changes thereto; and the selection and use of data processing equipment and office machinery by the District in the performance of this Agreement. The District's decisions with respect to any and all aspects of its billing and collection operations shall be final and conclusive. The Agency agrees that the District may make changes in its billing and collection procedures during the term of this Agreement, and in the equipment required therefor. The Agency further agrees that the payments to be made by the Agency pursuant to the terms of this Agreement may include a proportionate share of the costs of such changes as illustrated by the shared cost billing and collection formula (Exhibit A).
- 1.4 Communications. All requests by the Agency to add, delete, modify or in any way change its sewer service charges or to obtain information concerning individual accounts or groups of accounts or any other data shall be made in writing to the Secretary of the District, or to such other person designated by the District, and signed by the Agency's liaison (see paragraph 3. 2).
- 1.5 Termination of Agreement. This Agreement may be terminated at any time by either party hereto upon: 1) the District giving the Agency at least twelve (12) months written notice of such termination; or 2) the Agency giving the District at least ninety (90) days written notice of such termination. Termination of this Agreement shall not affect the Agency's liability, as

provided herein, to pay the cost of services which have been rendered by the District pursuant to the terms of this Agreement; however, after notice of termination is given by Agency as provided herein, no costs incurred by the District for upgrades or changes in equipment, software, personnel or procedures that occur subsequent to such notification shall be assessed or billed to the Agency.

## 2. Services and Facilities to be Furnished by the District

2.1 Billing and Collection Services Provided. The District agrees to furnish the labor, services, materials and equipment required to program its customer billing system (including testing and installation) to provide for billing and collection of the Agency's sewer charge, including: 1) identification of the Agency's sewer service charge on the District water bills; 2) collection of same with said water bills; 3) identification of collections relating to said charge; and 4) remittance to the Agency of the cash collection from the Agency's sewer service charge billing, adjusted for debits and credits allowed by this Agreement.

## 2.2 Requests for Sewer Service Charge Rate and Structural Changes

a. Frequency of Requests. The District agrees to implement either one sewer service charge rate change or one sewer service charge structural change per calendar year (see paragraph 2.2.c.i, ii). Although the Agency may request other rate or structural changes, it is wholly within the District's discretion to determine whether to implement the Agency's request unless the rate and/or structural change is mandated by court or legislative action. If any change is requested as a result of court order or other legal mandate, Agency shall identify the mandate and any legally mandated compliance date(s) and provide supporting documentation to the District. Agency requests to implement such mandated rate and/or structural changes shall conform to the requirements set forth in [paragraph 2.-2.b](#), including the applicable period specified therein to effect such changes.

b. Form of Requests. All requests for rate and structural changes shall be submitted on the Sewer Service Charges and Rates Request Form attached hereto as Exhibit B. The Agency shall submit the required information to effect a rate change sixty (60) days prior to the beginning date of the bill period for which the new rate will apply. The sixty-day period shall commence upon receipt of a revised Sewer Service Charges and Rates Request Form that is complete, correct and acceptable to the District. The Agency shall submit the required information on the same form to effect a structural change six (6) months prior to the District's implementation of said change. The six-month period shall commence upon payment by the Agency of the deposit described below.

c. Charges to Process Requests. Charges to process any rate or structural change shall be in addition to other charges set forth in this Agreement and shall be based upon the actual costs to process and implement the change.

i Rate Changes. Rate changes are changes only in the rates (dollar value) applied to existing billing structure. (Examples: change metered rate from \$1.00 per ~~cubic foot~~ ~~cuft~~ to \$1.50 per ~~cubic foot~~ ~~cuft~~, flat charge from \$10 per billing period to \$15 per billing period, etc.) For requested rate changes, the District will provide to the Agency an estimate of the cost to implement the rate change within thirty (30)

days of the Agency's request therefor. The Agency understands and agrees that the actual cost to implement the rate change could exceed the District's estimate and further agrees to pay said actual costs within thirty (30) days of receipt of the District's invoice therefor.

- ii Structural Changes. Structural changes are changes in the manner in which the accounts are billed. (Examples: change flat charge to volume charge, add minimum or maximum charge, etc.) For requested structural changes, the Agency agrees to deposit with the District a sum equal to fifty percent (50%) of the District's estimated cost to implement the structural change prior to the District commencing performance of the work related thereto. The Agency understands and agrees that the actual cost to implement the structural change could exceed the District's estimate and further agrees to pay said actual costs, less the Agency's deposit, within thirty (30) days of receipt of the District's invoice therefor. The District agrees to refund any of the Agency's deposit funds that the District determines to be unexpended in the implementation of the structural change.

2.3 Delayed Implementation of Requests. Upon written notice to the Agency, the District may delay, for a period not to exceed sixty (60) days, implementation of any requested change in the sewer service charges if the District determines that such delay is necessary to facilitate the District's operations. The District will notify the Agency within fifteen (15) days of making a decision if a delay in implementation is required. The notice will include an estimate of the duration of the delay. The Agency understands that revenue anticipated by the Agency as a result of the change in its sewer service charge will not be billed by the District during the period of delay. The Agency expressly agrees that the District shall have no responsibility or liability with respect to such anticipated revenue.

2.4 Billing and Collection. For purposes of billing and collection of the Agency's sewer service charge, the District agrees to furnish the labor, services, software, materials, and equipment required for billing, collection, maintenance of customers' records, and customer contact on new services, account closings, allowance and adjustments. Materials so furnished by the District will include the prepared bills, mailing envelopes, postage, and enclosed return envelopes. Equipment to be furnished and used by the District in billing for its own water and sewage treatment accounts.

2.5 Method of Billing and Collection. The system used to bill, record and collect the Agency's sewer service charge will conform to the District's system, policies and procedures for the handling of its own accounts. In particular, and without limiting the generality of the foregoing, the following shall apply to billing and collection of the Agency's sewer service charges:

- a. The Agency's sewer service charge will be billed on the same bimonthly or monthly basis as the related District accounts.
- b. Interest and penalties or other delinquent charges, if any, imposed by the Agency in connection with its sewer service charge shall not be billed or collected by the District.
- c. The District's collection routines, including bill extensions and date of write-offs shall be used in connection with the Agency's sewer service charge. In the event of account

write-offs, the District will furnish to the Agency information regarding the amount of revenue written-off, and the accounts will be handled by the District's collection agent. The Agency agrees not to pursue any collection activity on written-off accounts.

- d. The District will make allowances and revenue adjustments in the Agency's sewer service charge in accordance with its practices for the District accounts.
  - e. Partial payments will be allocated between the Agency and the District in proportion to the amount of the charges billed.
  - f. The District will collect Agency revenues only on accounts which the District bills through its regular billing process.
  - g. The District will adjust the cash collection remitted to the Agency to account for such items as returned checks, erroneous applications and accounting adjustments.
- 2.6 Sewer Service Charges to be Billed and Collected. The District agrees to bill and collect only the Agency's sewer service and/or sewage treatment charge for each customer served by the Agency in whose name a monthly or bimonthly charge for water will be made by the District for its own account. Such billed charges will be in the respective amounts specified by the Agency's Sewer Service Charges and Rates Request Form, attached hereto as Exhibit B and incorporated herein by this reference. The District agrees to provide one (1) line on its water bill for such Agency sewer service charges.
- a. The Agency's sewer service charges may be structured to bill either by metered water use or by flat rate according to Business Classification Code (BCC) as referenced in Exhibit B. In no case shall the District bill tiered Agency sewer service charge rates. In no case shall the District bill individual sewer service charges for specific accounts that would otherwise be billed according to the District's Business Classification Code (BCC) of said accounts.
  - b. The Agency agrees to use the District's standard system of rate codes.
  - c. Sewer service charges will be billed for the first day of the applicable billing period and for each day thereafter during the entire billing period.
  - d. The District will cease billing sewer service charges for any or all classifications within ninety (90) days of receipt of the Agency's written request to do so.
  - e. The parties agree that, in the event that the District does not bill an account that is identified as an account to be billed in the Agency's Request To Bill Sewer Service Charges, or in any change thereto, the District shall have no liability therefor and no obligation to collect said unbilled revenue or to pay any costs that may be incurred by the Agency, or by any other person or entity, to collect said unbilled revenue.
- 2.7 Notification to the Public. The Agency agrees to provide public outreach ~~in a form and manner jointly determined by the District and the Agency~~, to affected customers advising them of any change in the Agency's sewer service charge prior to the effective date of said change. In all cases, the Agency shall provide its customers through its public outreach program with an Agency telephone number for customer inquiries regarding said change. It

is understood and agreed that the District will not explain or respond to customer inquiries about the Agency's policy in levying sewer service charges, or changes thereto, and will only inform customers that the charges correctly reflect the expressed request of the Agency. Customers shall be directed to the Agency for further clarification of the rationale behind setting said charges.

- 2.8 Identification of Services to be Included for the Agency's Charge. Upon execution of this Agreement the Agency shall submit to the District a detailed map of its service territory. A revised map shall be submitted not later than fifteen (15) days after any subsequent modification of the Agency's territory. Said maps shall clearly show, by individual address, which services are to be included for sewer service charges.
- 2.9 Services Excluded from the Agency's Charge. The Agency shall designate promptly to the District by name and account number such services as are to be excluded from all billing and collection by the District, and those that are to be billed directly by the Agency. Services may be added to, or deleted from, said list of excluded premises by the Agency at any time. Such additions or exclusions shall be for future billings only and shall not be retroactive to prior billed periods.
- 2.10 Payments to the Agency. Except as otherwise provided in this Agreement, the District shall remit monthly to the Agency the amount of its sewer service charges collected by the District. The District will also provide to the Agency a monthly summary of the total amount billed, collected, credited and written-off by the District pursuant to this Agreement.
- 2.11 District Right to Interrupt Water Service. It is understood and agreed that this Agreement shall in no way restrict or limit the District right to interrupt water service for nonpayment of billed charges or other permissible reason. The parties expressly agree that the District shall have no liability whatsoever for any reduction in sewer service charge revenue due to an interruption of water service or non-payment by customers.
- 2.12 Yearly Consumption Data. Upon request, the District will provide to the Agency yearly consumption data in the format described in Exhibit C which format may be revised by the District from time to time. The medium for the data shall be electronic file transfer. Charges for said data shall be in addition to other charges set forth in this Agreement and shall be based upon the actual cost to produce the data. The District is not obligated under the terms of this Agreement to provide any other special reports, data, mailing labels or mailing lists. In the event this Agreement is terminated, the District will continue to provide yearly consumption data upon the Agency's request and the Agency will pay the District's cost to produce said data. The District is not obligated to make available to the Agency any other form of data requested for individual customer records or groups of such records except as part of the annual consumption data. The Agency should review the annual consumption data for accuracy and advise the District as soon as practicable of any omissions, errors or discrepancies in the billing of its sewer service charges.

### 3. Obligations of the Agency

- 3.1 Payments to be Made by the Agency.

- a. Billing and Collection Expense. The District will annually calculate the estimated monthly cost to bill and collect the Agency's sewer service charge. The calculation of said estimated cost as shown in Exhibit A, shall be based upon (a) the District's knowledge of the cost to collect on behalf of its own accounts and (b) the amount of revenue collected, number of accounts to be billed, and number of meters read for the Agency compared to the total revenue collected, number of accounts billed, and meters read by the District. Said estimated costs shall be reduced by an allocation of late payment penalty fees billed by the District, based upon the Agency's portion of total revenue billed. During the fiscal year in which the billing and collection of the Agency's sewer service charge is commenced, the Agency shall pay to the District, monthly, said estimated cost plus the amortized payment amount towards the Agency's prorated share of the fixed asset or Customer Information System (CIS) replacement or upgrade in the next 10 years. At the close of the initial fiscal year, and at the close of each subsequent fiscal year, the District will calculate the actual costs incurred to bill and collect the Agency's sewer service charge. If the District's actual costs are greater than the estimated costs paid by the Agency, the Agency shall pay the difference to the District within thirty (30) days of the District's invoice therefor. If the District's actual costs are less than the estimated costs paid by the Agency, the District will apply a credit to the Agency's account. The actual cost calculation by the District at the close of each fiscal year shall be the estimated monthly charge which shall be paid by the Agency during the next fiscal year. The District will provide to the Agency an annual reconciliation of billing and collection actual costs to estimated costs for the preceding year and provide projected estimated costs for the following year. Calculation by the District of its actual costs to bill and collect the Agency's sewer service charge shall be conducted according to standard accounting practices on a shared cost basis. The District agrees that the charge to the Agency shall not exceed the reasonable costs of providing the services rendered hereunder. Subject to the limitations expressed herein, the parties agree that the District's determination of its actual costs shall be final.
  - b. Manner of Payment. The Agency and the District agree that the District shall debit sewer service charges collected by the District, which have not yet been remitted to the Agency pursuant to paragraph 2.10 herein for aforesaid charges for billing and collection costs, and other charges set forth in this Agreement. Any unpaid and overdue sum owing to the District by the Agency shall be paid by the Agency to the District within thirty (30) days following billing by the District. Checks should be made payable to East Bay Municipal Utility District, P.O. Box 24055, MS 107, Oakland, CA 94623.
- 3.2 Liaison by the Agency with District. The Agency shall designate a representative for liaison with the District to cooperate in the handling of disputed accounts and other matters arising under the administration of this Agreement. The District will make available to the Agency upon request District records pertinent to the billing and collection of the Agency's sewer service charges.
  - 3.3 Confidentiality of Records. The Agency acknowledges that District records pertaining to individual customers may be protected by a constitutional right of privacy or may contain proprietary information. The Agency agrees to limit access to data furnished to the Agency pursuant to this Agreement and not to make such data available for public inspection unless required by law to make disclosure. The Agency shall inform the District prior to making such

disclosure. Subject to these limitations, the District agrees to furnish customer account data to the Agency solely for the intended purpose of this Agreement. The Agency agrees that the only use it shall make of such data shall be for development and substantiation of sewer service charges.

- 3.4 Liability of the Agency. The Agency agrees to indemnify, defend and hold harmless the District, its board, officers, employees and agents from and against any and all loss, liability, expense, claims, costs, suits, damages, including attorney's fees or demands of whatever character, direct or consequential, arising from the billing or collection of the Agency's sewer service charge or from the furnishing of customer account data to the Agency, except to the extent attorney's fees or demands of whatever character, direct or consequential, arising from the billing or collection of the Agency's sewer service charge or from the furnishing of customer account data to the Agency, except to the extent caused by the sole negligence or willful misconduct of the District, its officers, agents and employees. The Agency agrees that the District may itself defend, at its own election, any such actions brought against the District arising out of the billing or collection of such sewer service charge, and the Agency agrees to indemnify the District against any judgments or damages for which the District may be found to be liable in such action or actions and to reimburse the District for any costs incurred, including attorney's fees, arising from the defense of such actions. In the event action is brought against the Agency, or it is joined therein, the Agency shall provide its own defense at the sole cost and expense of the Agency.
- 3.5 Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
- 3.6 Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- 3.7 Amendments. This Agreement is not subject to modification or amendment, except by a writing executed by both the Agency and the District, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.
- 3.8 Whole Agreement. ~~This Agreement has 8 pages excluding any exhibits described herein.~~ This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, Agency, by and through its General Manager or designee officers, duly authorized by Resolution No. \_\_\_\_\_ and the District, by and through its General Manager or designee, duly authorized to act, have executed this Agreement in triplicate on the day and year first written above.

DUBLIN SAN RAMON

EAST BAY MUNICIPAL

SERVICES DISTRICT:

UTILITY DISTRICT:

Approved as to Form: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

(Counsel's Initials)

(Counsel's Initials)

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Name

Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date

SEAL:

SEAL:



EXHIBIT A

Agency Shared-Cost Calculations for Billing and Collection of Sewer Service Charges

The following outline is a numerical and narrative description of the shared-cost calculations for Billing and Collection of sewer service charges for any agency. It is for illustrative purposes only and does not represent any particular agency charges. The schedule summarizing the share of Billing and Collection expenses for the "Agency" follows the narrative. The Billing and Collection expenses come from Collection, Customer Service and Meter Reading Activities, and they are allocated based on each agency's share of revenues collected, share of bills issued, and share of meters read by the District.

CALCULATION	DEFINITION
<p><u>Share of Collections</u></p> <p>Annual Agency Revenue collected for "Agency" of \$600,000 is</p> <p>divided by the</p> <p>Annual District Revenue collected of \$200,000,000 to equal .003.</p> <p>This factor is multiplied by</p> <p>Annual District Collection expenses of \$3,000,000 to equal "Agency's" share of Collection expenses totaling \$9,000.</p>	<p>Annual Agency Revenue collected is the yearly amount of sewage revenue invoiced on each bill relating to the agency.</p> <p>Annual District Revenue collected is the yearly amount of District water and District sewage treatment and agency revenue invoiced on each District water bill.</p> <p>Annual District Collection expenses are defined as Salaries and Employee Benefits, Services and Supplies, and Fixed Assets directly charged to Collections during the Year. In addition to the direct charges, an overhead amount is charged based on Total Collection Salary and Employee Benefit dollars.</p>
<p><u>Share of Customer Services</u></p> <p>Sixty percent of Annual District Customer Service expenses of \$5,000,000, or \$3,000,000, is</p>	<p>Annual District Customer Service expenses are defined as Salaries and Employee Benefits, Services and Supplies, and Fixed Assets directly charged to Business Office Administration, Repair Business Office Bldgs., and Equipment, Grounds keeping Customer Records and Billings, Customer Information Systems, and Administrative and General during the Year. In addition to the direct charges, an overhead amount is charged based on Total Customer</p>

<p>divided by the</p> <p>Annual number of District bills rendered to customers of 2,200,000 to equal the Cost per Bill of \$1.3636.</p> <p>The Cost per Bill is multiplied by</p> <p>"Agency's" participatory share of billing entities, 1 of 3 on each bill, or 33.33 percent. The Cost per Bill for the agency charge is \$.4545.</p> <p>This amount is multiplied by</p> <p>the Annual number of "Agency" bills issued by the District of 30,000 to equal "Agency's" share of Customer Service expenses of \$13,635.</p>	<p>Services Salary and Employee Benefit dollars. At the present time, forty percent of the total Customer Services expenses relate only to Water System business and are not shared by agencies, and sixty percent relates to total combined District water, District sewage treatment, and agency business.</p> <p>Annual number of District bills used to collect revenues for the District.</p> <p>The portion of each bill relating to the Agency refers to the number of entities who share the benefit of billing. District Water, District Wastewater, and Agency are the three current entities who may share billing and collection. However, all three may not be present on all bills. Agencies that share the benefit of billing with only District Water have a participatory share of billing of 1 of 2 entities or 50 percent.</p> <p>The Annual number of Agency bills issued by the District may include charges for District Water, District Wastewater, and Agency. One, two or three entities may be listed on each bill depending on the location of the service.</p>
<p><u>Share of Meter Reading</u></p> <p>Total annual District Meter Reading expenses are defined as Salaries and Annual District Meter Reading expenses Employee Benefits, Services and of \$2,000,000 is Supplies, and Fixed Assets (minor) directly charged to - Read Meters during the Year. In addition to the direct charges, an overhead amount is charged based on Total Meter Reading Salary and Employee Benefit dollars.</p>	<p>Total annual District Meter Reading expenses are defined as Salaries and Employee Benefits, Services and Supplies, and Fixed Assets directly charged to Read Meters during the Year. In addition to the direct charges, an overhead amount is charged based on Total Meter Reading Salary and Employee Benefit dollars.</p>

<p>divided by the</p> <p>Annual number of District bills rendered to customers of 2,200,000 to equal the Cost per Bill of \$.9091.</p> <p>The Cost per Bill is multiplied by</p> <p>"Agency's" participatory share of each billing, entities 1 of 3 on each bill, or 33.33 percent. The Cost per Bill for the agency charge is \$.303. This amount is</p> <p>multiplied by</p> <p>the annual number of "Agency" bills requiring flow data from meter readings of 3,000 to equal "Agency's" share of Meter Reading Costs of \$909.</p>	<p>Annual number of District bills used to collect revenues for the District.</p> <p>The portion of each bill relating to the Agency refers to the number of entities who use meter reading data in the calculation of charges that appear on each bill. District Water, District Wastewater, and Agency may all base charges on flow data derived from meter readings. Agencies that share the benefit of billing with only District Water have a participatory share of billing of 1 of 2 entities or 50 percent.</p> <p>The Annual number of Agency bills issued requiring flow data from meter readings issued by the District.</p>
---	---

If the District opts to replace the Customer Information System (CIS) application, the Agency's share of the fixed asset or CIS replacement can be amortized over a specific period based on the total amount:

- 1) \$50,000 or below can be paid without interest in 12 monthly installments beginning January 1, 2014;
- 2) greater than \$50,000 to \$200,000 with 2.5 percent interest in 48 monthly installments beginning January 1, 2014; or
- 3) over \$200,000 will be paid with 2.5 percent interest in 114 monthly installments beginning January 1, 2014 and as described in paragraph 3.1.a.

In summary, by adding together the share of Collection expense of \$9,000, the share of Customer Service expense of \$13,635 and the share of Meter Reading expense of \$909, the actual annual Billing and Collection share for "Agency" will be \$23,544. This figure represents the "Agency's" shared cost of the District's billing and collection operation. Actual cost varies by the nature of events during a year, and it may not necessarily reflect the above algorithm. This figure is paid in addition to the total amortized monthly payments towards the Agency's share of the fixed asset or CIS replacement described in paragraph 3.1.a.

EXHIBIT B

SEWER SERVICE CHARGES AND RATES REQUEST FORM

Updated 12/31/12

AGENCY NAME:

DATE SENT:

EFFECTIVE DATE:

DATE RECEIVED BY EBMUD:

SERVICE CHARGES

(amount by rate code, applicable by BCC code)

RATE CODE	MONTHLY	BI-MONTHLY (monthly x2)	DAILY (monthly/30)
0 - Not Billed	\$nnn.nn	\$nnn.nn	\$nnn.nn
1 - Single Family Residence (1 dwelling, 1 meter)	n.nnnn	n.nnnn	n.nnnn
2 - Duplex (2 dwellings, 1 meter)	n.nnnn	n.nnnn	n.nnnn
3 - Triplex (3 dwellings, 1 meter)	n.nnnn	n.nnnn	n.nnnn
4 - Fourplex (4 dwellings, 1 meter)	n.nnnn	n.nnnn	n.nnnn
5 - Metered Rates (per <del>ccuft.</del> <u>cubic foot</u> )	n.nnnn	n.nnnn	n.nnnn

7 - Not connected to side sewer, not billed (fire services, etc)

9 - Billed by agency directly

---

MINIMUMS

(applicable by BCC Code)

MONTHLY

BIMONTHLY

DAILY

(monthly x 2)

(monthly/30)

\$n.nnnn

\$n.nnnn

\$n.nnnn

---

BCC CODE TABLE

BCCCODE	DESCRIPTION	SERVICE CHARGE? Y/N	MINIMUM CHARGE? Y/N	METERED RATE PER CUBIC FOOTMETERED RATE PERCUFT
0100	Agriculture			\$nnn.nn
0700	Veterinarian Services			\$nnn.nn
2010	Meat Products			\$nnn.nn
2011	Slaughterhouses			\$nnn.nn
2020	Dairy Product Processing			\$nnn.nn
2030	Fruit and Vegetable Processing			\$nnn.nn
2040	Grain Mills			\$nnn.nn
2050	Bakeries (including pastries)			\$nnn.nn
2060	Sugar Processing			\$nnn.nn
2077	Rendering Tallow			\$nnn.nn
2080	Beverage Manufacturing and Bottling			\$nnn.nn
2090	Specialty Foods Manufacturing			\$nnn.nn
2600	Pulp and Paper Products			\$nnn.nn
2810	Inorganic Chemicals Manufacturing			\$nnn.nn
2820	Synthetic Material Manufacturing			\$nnn.nn
2830	Drug Manufacturing			\$nnn.nn
2840	Cleaning and Sanitation Products			\$nnn.nn
2850	Paint Manufacturing			\$nnn.nn
2893	Ink and Pigment Manufacturing			\$nnn.nn
3110	Leather Tanning and Finishing			\$nnn.nn

3200	Earthenware Manufacturing			\$nnn.nn
3300	Primary Metals Manufacturing			\$nnn.nn
3400	Metal Products Fabricating			\$nnn.nn
3410	Drum and Barrel Manufacturing			\$nnn.nn
3470	Metal Coating			\$nnn.nn
4500	Air Transportation			\$nnn.nn
5812	Food Service Establishments			\$nnn.nn
6513	Apartment Buildings (5 or more units)			\$nnn.nn
7000	Hotels, Motels with Food Service			\$nnn.nn
7210	Commercial Laundries			\$nnn.nn
7215	Coin-Operated Laundromats			\$nnn.nn
7218	Industrial Laundries			\$nnn.nn
7300	Laboratories			\$nnn.nn
7542	Automobile Washing and Polishing			\$nnn.nn
8060	Hospitals			\$nnn.nn
All Other BCCs	Schools			\$nnn.nn

EXHIBIT C

SEWER SERVICE/SEWAGE TREATMENT CONSUMPTION DATA FILE FORMAT

Updated 12/30/12

Field Name	Format	Length	
EBMUD Account No.	Alpha	11	
Customer Name	Alpha	26	
Service Address	Alpha	40	
BCC Code	Alpha	4	
Meter Size	Alpha	2	
Billing Frequency	Alpha	1	M - monthly, B - bimonthly
January Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
February Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
March Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
April Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
May Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
June Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
July Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
August Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
September Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
October Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
November Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
December Consumption	Numeric	8	<u>Cubic Feet</u> Cu <del>ft</del> , unpacked
Agency Rate Code	Numeric	2	
Total Annual Agency Charges	Numeric	10	



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

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE NEW SEWER AGENCY CHARGE BILLING AND COLLECTION AGREEMENT WITH THE EAST BAY MUNICIPAL UTILITY DISTRICT

---

WHEREAS, the District entered into a Sewer Agency Charge Billing and Collection Agreement with the East Bay Municipal Utility District (EBMUD) in 2013 to bill non-residential wastewater accounts in the south San Ramon service area; and

WHEREAS, the agreement is set to expire as of June 30, 2023; and

WHEREAS, the agreement has been beneficial to the District given that EBMUD has water consumption data for these customers and can efficiently bill said customers for wastewater services; and

WHEREAS, the agreement has been updated to provide the District with additional data in regard to the collection and aging of receivables; and

WHEREAS, EBMUD and the District have negotiated a new agreement through June 30, 2033, to replace the current 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, that the new Sewer Agency Charge Billing and Collection Agreement with the East Bay Municipal Utility District, attached as Exhibit "A," is hereby approved, and the General Manager is authorized and directed to execute said Agreement 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 18th day of April, 2023, and passed by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Georgean M. Vonheeder-Leopold, President

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

SEWER AGENCY CHARGE BILLING AND COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of April, 2023 by and between the DUBLIN SAN RAMON SERVICES DISTRICT, a municipal corporation, herein after called "the Agency", and the EAST BAY MUNICIPAL UTILITY DISTRICT, a public agency organized and existing under the law of the State of California, hereinafter called "the District", supersedes any and all other previous Sewer Agency Billing and Collection Agreements between the Agency and the District.

WITNESSETH:

1. General Provisions

- 1.1 Purpose of Agreement. The Agency, by resolution, establishes sewer service charges for the user of sewer facilities owned and operated by the Agency, and for the purpose of facilitating the billing and collection of such charges. The Agency has requested that the District bill and collect the Agency's charges for such sewer service, and the District is willing to perform such billing and collection subject to the terms and conditions set forth herein.
- 1.2 Term of Agreement. The District will bill and collect the Agency's sewer service charge pursuant to the terms of this Agreement until June 30, 2033 unless otherwise terminated as provided in paragraph 1.5.
- 1.3 Supervision and Control by the District. The District shall have sole and exclusive supervision and control over its operations under this Agreement, including but not limited to the method of preparing the District bills and making the collections thereunder; the selection, design and use of forms and changes thereto; and the selection and use of data processing equipment and office machinery by the District in the performance of this Agreement. The District's decisions with respect to any and all aspects of its billing and collection operations shall be final and conclusive. The Agency agrees that the District may make changes in its billing and collection procedures during the term of this Agreement, and in the equipment required therefor. The Agency further agrees that the payments to be made by the Agency pursuant to the terms of this Agreement may include a proportionate share of the costs of such changes as illustrated by the shared cost billing and collection formula (Exhibit A).
- 1.4 Communications. All requests by the Agency to add, delete, modify or in any way change its sewer service charges or to obtain information concerning individual accounts or groups of accounts or any other data shall be made in writing to the Secretary of the District, or to such other person designated by the District, and signed by the Agency's liaison (see paragraph 3. 2).
- 1.5 Termination of Agreement. This Agreement may be terminated at any time by either party hereto upon: 1) the District giving the Agency at least twelve (12) months written notice of such termination; or 2) the Agency giving the District at least ninety (90) days written notice of such termination. Termination of this Agreement shall not affect the Agency's liability, as

provided herein, to pay the cost of services which have been rendered by the District pursuant to the terms of this Agreement; however, after notice of termination is given by Agency as provided herein, no costs incurred by the District for upgrades or changes in equipment, software, personnel or procedures that occur subsequent to such notification shall be assessed or billed to the Agency.

## 2. Services and Facilities to be Furnished by the District

2.1 Billing and Collection Services Provided. The District agrees to furnish the labor, services, materials and equipment required to program its customer billing system (including testing and installation) to provide for billing and collection of the Agency's sewer charge, including: 1) identification of the Agency's sewer service charge on the District water bills; 2) collection of same with said water bills; 3) identification of collections relating to said charge; and 4) remittance to the Agency of the cash collection from the Agency's sewer service charge billing, adjusted for debits and credits allowed by this Agreement.

## 2.2 Requests for Sewer Service Charge Rate and Structural Changes

a. Frequency of Requests. The District agrees to implement either one sewer service charge rate change or one sewer service charge structural change per calendar year (see paragraph 2.2.c.i, ii). Although the Agency may request other rate or structural changes, it is wholly within the District's discretion to determine whether to implement the Agency's request unless the rate and/or structural change is mandated by court or legislative action. If any change is requested as a result of court order or other legal mandate, Agency shall identify the mandate and any legally mandated compliance date(s) and provide supporting documentation to the District. Agency requests to implement such mandated rate and/or structural changes shall conform to the requirements set forth in paragraph 2.2.b, including the applicable period specified therein to effect such changes.

b. Form of Requests. All requests for rate and structural changes shall be submitted on the Sewer Service Charges and Rates Request Form attached hereto as Exhibit B. The Agency shall submit the required information to effect a rate change sixty (60) days prior to the beginning date of the bill period for which the new rate will apply. The sixty-day period shall commence upon receipt of a revised Sewer Service Charges and Rates Request Form that is complete, correct and acceptable to the District. The Agency shall submit the required information on the same form to effect a structural change six (6) months prior to the District's implementation of said change. The six-month period shall commence upon payment by the Agency of the deposit described below.

c. Charges to Process Requests. Charges to process any rate or structural change shall be in addition to other charges set forth in this Agreement and shall be based upon the actual costs to process and implement the change.

i. Rate Changes. Rate changes are changes only in the rates (dollar value) applied to existing billing structure. (Examples: change metered rate from \$1.00 per cubic foot to \$1.50 per cubic foot, flat charge from \$10 per billing period to \$15 per billing period, etc.) For requested rate changes, the District will provide to the Agency an estimate of the cost to implement the rate change within thirty (30) days of the

Agency's request therefor. The Agency understands and agrees that the actual cost to implement the rate change could exceed the District's estimate and further agrees to pay said actual costs within thirty (30) days of receipt of the District's invoice therefor.

- ii Structural Changes. Structural changes are changes in the manner in which the accounts are billed. (Examples: change flat charge to volume charge, add minimum or maximum charge, etc.) For requested structural changes, the Agency agrees to deposit with the District a sum equal to fifty percent (50%) of the District's estimated cost to implement the structural change prior to the District commencing performance of the work related thereto. The Agency understands and agrees that the actual cost to implement the structural change could exceed the District's estimate and further agrees to pay said actual costs, less the Agency's deposit, within thirty (30) days of receipt of the District's invoice therefor. The District agrees to refund any of the Agency's deposit funds that the District determines to be unexpended in the implementation of the structural change.

2.3 Delayed Implementation of Requests. Upon written notice to the Agency, the District may delay, for a period not to exceed sixty (60) days, implementation of any requested change in the sewer service charges if the District determines that such delay is necessary to facilitate the District's operations. The District will notify the Agency within fifteen (15) days of making a decision if a delay in implementation is required. The notice will include an estimate of the duration of the delay. The Agency understands that revenue anticipated by the Agency as a result of the change in its sewer service charge will not be billed by the District during the period of delay. The Agency expressly agrees that the District shall have no responsibility or liability with respect to such anticipated revenue.

2.4 Billing and Collection. For purposes of billing and collection of the Agency's sewer service charge, the District agrees to furnish the labor, services, software, materials, and equipment required for billing, collection, maintenance of customers' records, and customer contact on new services, account closings, allowance and adjustments. Materials so furnished by the District will include the prepared bills, mailing envelopes, postage, and enclosed return envelopes. Equipment to be furnished and used by the District in billing for its own water and sewage treatment accounts.

2.5 Method of Billing and Collection. The system used to bill, record and collect the Agency's sewer service charge will conform to the District's system, policies and procedures for the handling of its own accounts. In particular, and without limiting the generality of the foregoing, the following shall apply to billing and collection of the Agency's sewer service charges:

- a. The Agency's sewer service charge will be billed on the same bimonthly or monthly basis as the related District accounts.
- b. Interest and penalties or other delinquent charges, if any, imposed by the Agency in connection with its sewer service charge shall not be billed or collected by the District.
- c. The District's collection routines, including bill extensions and date of write-offs shall be used in connection with the Agency's sewer service charge. In the event of account

write-offs, the District will furnish to the Agency information regarding the amount of revenue written-off, and the accounts will be handled by the District's collection agent. The Agency agrees not to pursue any collection activity on written-off accounts.

- d. The District will make allowances and revenue adjustments in the Agency's sewer service charge in accordance with its practices for the District accounts.
  - e. Partial payments will be allocated between the Agency and the District in proportion to the amount of the charges billed.
  - f. The District will collect Agency revenues only on accounts which the District bills through its regular billing process.
  - g. The District will adjust the cash collection remitted to the Agency to account for such items as returned checks, erroneous applications and accounting adjustments.
- 2.6 Sewer Service Charges to be Billed and Collected. The District agrees to bill and collect only the Agency's sewer service and/or sewage treatment charge for each customer served by the Agency in whose name a monthly or bimonthly charge for water will be made by the District for its own account. Such billed charges will be in the respective amounts specified by the Agency's Sewer Service Charges and Rates Request Form, attached hereto as Exhibit B and incorporated herein by this reference. The District agrees to provide one (1) line on its water bill for such Agency sewer service charges.
- a. The Agency's sewer service charges may be structured to bill either by metered water use or by flat rate according to Business Classification Code (BCC) as referenced in Exhibit B. In no case shall the District bill tiered Agency sewer service charge rates. In no case shall the District bill individual sewer service charges for specific accounts that would otherwise be billed according to the District's Business Classification Code (BCC) of said accounts.
  - b. The Agency agrees to use the District's standard system of rate codes.
  - c. Sewer service charges will be billed for the first day of the applicable billing period and for each day thereafter during the entire billing period.
  - d. The District will cease billing sewer service charges for any or all classifications within ninety (90) days of receipt of the Agency's written request to do so.
  - e. The parties agree that, in the event that the District does not bill an account that is identified as an account to be billed in the Agency's Request To Bill Sewer Service Charges, or in any change thereto, the District shall have no liability therefor and no obligation to collect said unbilled revenue or to pay any costs that may be incurred by the Agency, or by any other person or entity, to collect said unbilled revenue.
- 2.7 Notification to the Public. The Agency agrees to provide public outreach to affected customers advising them of any change in the Agency's sewer service charge prior to the effective date of said change. In all cases, the Agency shall provide its customers through its public outreach program with an Agency telephone number for customer inquiries regarding said change. It is understood and agreed that the District will not explain or respond to

customer inquiries about the Agency's policy in levying sewer service charges, or changes thereto, and will only inform customers that the charges correctly reflect the expressed request of the Agency. Customers shall be directed to the Agency for further clarification of the rationale behind setting said charges.

- 2.8 Identification of Services to be Included for the Agency's Charge. Upon execution of this Agreement the Agency shall submit to the District a detailed map of its service territory. A revised map shall be submitted not later than fifteen (15) days after any subsequent modification of the Agency's territory. Said maps shall clearly show, by individual address, which services are to be included for sewer service charges.
- 2.9 Services Excluded from the Agency's Charge. The Agency shall designate promptly to the District by name and account number such services as are to be excluded from all billing and collection by the District, and those that are to be billed directly by the Agency. Services may be added to, or deleted from, said list of excluded premises by the Agency at any time. Such additions or exclusions shall be for future billings only and shall not be retroactive to prior billed periods.
- 2.10 Payments to the Agency. Except as otherwise provided in this Agreement, the District shall remit monthly to the Agency the amount of its sewer service charges collected by the District. The District will also provide to the Agency a monthly summary of the total amount billed, collected, credited and written-off by the District pursuant to this Agreement.
- 2.11 District Right to Interrupt Water Service. It is understood and agreed that this Agreement shall in no way restrict or limit the District right to interrupt water service for nonpayment of billed charges or other permissible reason. The parties expressly agree that the District shall have no liability whatsoever for any reduction in sewer service charge revenue due to an interruption of water service or non-payment by customers.
- 2.12 Yearly Consumption Data. Upon request, the District will provide to the Agency yearly consumption data in the format described in Exhibit C which format may be revised by the District from time to time. The medium for the data shall be electronic file transfer. Charges for said data shall be in addition to other charges set forth in this Agreement and shall be based upon the actual cost to produce the data. The District is not obligated under the terms of this Agreement to provide any other special reports, data, mailing labels or mailing lists. In the event this Agreement is terminated, the District will continue to provide yearly consumption data upon the Agency's request and the Agency will pay the District's cost to produce said data. The District is not obligated to make available to the Agency any other form of data requested for individual customer records or groups of such records except as part of the annual consumption data. The Agency should review the annual consumption data for accuracy and advise the District as soon as practicable of any omissions, errors or discrepancies in the billing of its sewer service charges.

### 3. Obligations of the Agency

#### 3.1 Payments to be Made by the Agency.

- a. Billing and Collection Expense. The District will annually calculate the estimated monthly cost to bill and collect the Agency's sewer service charge. The calculation of said estimated cost as shown in Exhibit A, shall be based upon (a) the District's knowledge of the cost to collect on behalf of its own accounts and (b) the amount of revenue collected, number of accounts to be billed, and number of meters read for the Agency compared to the total revenue collected, number of accounts billed, and meters read by the District. Said estimated costs shall be reduced by an allocation of late payment penalty fees billed by the District, based upon the Agency's portion of total revenue billed. During the fiscal year in which the billing and collection of the Agency's sewer service charge is commenced, the Agency shall pay to the District, monthly, said estimated cost plus the amortized payment amount towards the Agency's prorated share of the fixed asset or Customer Information System (CIS) replacement or upgrade in the next 10 years. At the close of the initial fiscal year, and at the close of each subsequent fiscal year, the District will calculate the actual costs incurred to bill and collect the Agency's sewer service charge. If the District's actual costs are greater than the estimated costs paid by the Agency, the Agency shall pay the difference to the District within thirty (30) days of the District's invoice therefor. If the District's actual costs are less than the estimated costs paid by the Agency, the District will apply a credit to the Agency's account. The actual cost calculation by the District at the close of each fiscal year shall be the estimated monthly charge which shall be paid by the Agency during the next fiscal year. The District will provide to the Agency an annual reconciliation of billing and collection actual costs to estimated costs for the preceding year and provide projected estimated costs for the following year. Calculation by the District of its actual costs to bill and collect the Agency's sewer service charge shall be conducted according to standard accounting practices on a shared cost basis. The District agrees that the charge to the Agency shall not exceed the reasonable costs of providing the services rendered hereunder. Subject to the limitations expressed herein, the parties agree that the District's determination of its actual costs shall be final.
  - b. Manner of Payment. The Agency and the District agree that the District shall debit sewer service charges collected by the District, which have not yet been remitted to the Agency pursuant to paragraph 2.10 herein for aforesaid charges for billing and collection costs, and other charges set forth in this Agreement. Any unpaid and overdue sum owing to the District by the Agency shall be paid by the Agency to the District within thirty (30) days following billing by the District. Checks should be made payable to East Bay Municipal Utility District, P.O. Box 24055, MS 107, Oakland, CA 94623.
- 3.2 Liaison by the Agency with District. The Agency shall designate a representative for liaison with the District to cooperate in the handling of disputed accounts and other matters arising under the administration of this Agreement. The District will make available to the Agency upon request District records pertinent to the billing and collection of the Agency's sewer service charges.
- 3.3 Confidentiality of Records. The Agency acknowledges that District records pertaining to individual customers may be protected by a constitutional right of privacy or may contain

proprietary information. The Agency agrees to limit access to data furnished to the Agency pursuant to this Agreement and not to make such data available for public inspection unless required by law to make disclosure. The Agency shall inform the District prior to making such disclosure. Subject to these limitations, the District agrees to furnish customer account data to the Agency solely for the intended purpose of this Agreement. The Agency agrees that the only use it shall make of such data shall be for development and substantiation of sewer service charges.

- 3.4 Liability of the Agency. The Agency agrees to indemnify, defend and hold harmless the District, its board, officers, employees and agents from and against any and all loss, liability, expense, claims, costs, suits, damages, including attorney's fees or demands of whatever character, direct or consequential, arising from the billing or collection of the Agency's sewer service charge or from the furnishing of customer account data to the Agency, except to the extent attorney's fees or demands of whatever character, direct or consequential, arising from the billing or collection of the Agency's sewer service charge or from the furnishing of customer account data to the Agency, except to the extent caused by the sole negligence or willful misconduct of the District, its officers, agents and employees. The Agency agrees that the District may itself defend, at its own election, any such actions brought against the District arising out of the billing or collection of such sewer service charge, and the Agency agrees to indemnify the District against any judgments or damages for which the District may be found to be liable in such action or actions and to reimburse the District for any costs incurred, including attorney's fees, arising from the defense of such actions. In the event action is brought against the Agency, or it is joined therein, the Agency shall provide its own defense at the sole cost and expense of the Agency.
- 3.5 Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
- 3.6 Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.
- 3.7 Amendments. This Agreement is not subject to modification or amendment, except by a writing executed by both the Agency and the District, which writing shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.
- 3.8 Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.



IN WITNESS WHEREOF, Agency, by and through its General Manager or designee, duly authorized by Resolution No. \_\_\_\_\_ and the District, by and through its General Manager or designee, duly authorized to act, have executed this Agreement in triplicate on the day and year first written above.

DUBLIN SAN RAMON

EAST BAY MUNICIPAL

SERVICES DISTRICT:

UTILITY DISTRICT:

Approved as to Form: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

(Counsel's Initials)

(Counsel's Initials)

\_\_\_\_\_

\_\_\_\_\_

Signature

Signature

\_\_\_\_\_

\_\_\_\_\_

Name

Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

\_\_\_\_\_

\_\_\_\_\_

Date

Date

SEAL:

SEAL:

EXHIBIT A

Agency Shared-Cost Calculations for Billing and Collection of Sewer Service Charges

The following outline is a numerical and narrative description of the shared-cost calculations for Billing and Collection of sewer service charges for any agency. It is for illustrative purposes only and does not represent any particular agency charges. The schedule summarizing the share of Billing and Collection expenses for the "Agency" follows the narrative. The Billing and Collection expenses come from Collection, Customer Service and Meter Reading Activities, and they are allocated based on each agency's share of revenues collected, share of bills issued, and share of meters read by the District.

CALCULATION	DEFINITION
<p><u>Share of Collections</u></p> <p>Annual Agency Revenue collected for "Agency" of \$600,000 is</p> <p>divided by the</p> <p>Annual District Revenue collected of \$200,000,000 to equal .003.</p> <p>This factor is multiplied by</p> <p>Annual District Collection expenses of \$3,000,000 to equal "Agency's" share of Collection expenses totaling \$9,000.</p>	<p>Annual Agency Revenue collected is the yearly amount of sewage revenue invoiced on each bill relating to the agency.</p> <p>Annual District Revenue collected is the yearly amount of District water and District sewage treatment and agency revenue invoiced on each District water bill.</p> <p>Annual District Collection expenses are defined as Salaries and Employee Benefits, Services and Supplies, and Fixed Assets directly charged to Collections during the Year. In addition to the direct charges, an overhead amount is charged based on Total Collection Salary and Employee Benefit dollars.</p>
<p><u>Share of Customer Services</u></p> <p>Sixty percent of Annual District Customer Service expenses of \$5,000,000, or \$3,000,000, is</p>	<p>Annual District Customer Service expenses are defined as Salaries and Employee Benefits, Services and Supplies, and Fixed Assets directly charged to Business Office Administration, Repair Business Office Bldgs., and Equipment, Grounds keeping Customer Records and Billings, Customer Information Systems, and Administrative and General during the Year. In addition to the direct charges, an overhead amount is charged based on Total Customer</p>

<p>divided by the</p> <p>Annual number of District bills rendered to customers of 2,200,000 to equal the Cost per Bill of \$1.3636.</p> <p>The Cost per Bill is multiplied by</p> <p>"Agency's" participatory share of billing entities, 1 of 3 on each bill, or 33.33 percent. The Cost per Bill for the agency charge is \$.4545.</p> <p>This amount is multiplied by</p> <p>the Annual number of "Agency" bills issued by the District of 30,000 to equal "Agency's" share of Customer Service expenses of \$13,635.</p>	<p>Services Salary and Employee Benefit dollars. At the present time, forty percent of the total Customer Services expenses relate only to Water System business and are not shared by agencies, and sixty percent relates to total combined District water, District sewage treatment, and agency business.</p> <p>Annual number of District bills used to collect revenues for the District.</p> <p>The portion of each bill relating to the Agency refers to the number of entities who share the benefit of billing. District Water, District Wastewater, and Agency are the three current entities who may share billing and collection. However, all three may not be present on all bills. Agencies that share the benefit of billing with only District Water have a participatory share of billing of 1 of 2 entities or 50 percent.</p> <p>The Annual number of Agency bills issued by the District may include charges for District Water, District Wastewater, and Agency. One, two or three entities may be listed on each bill depending on the location of the service.</p>
<p><u>Share of Meter Reading</u></p> <p>Total annual District Meter Reading expenses are defined as Salaries and Annual District Meter Reading expenses Employee Benefits, Services and of \$2,000,000 is Supplies, and Fixed Assets (minor) directly charged to - Read Meters during the Year. In addition to the direct charges, an overhead amount is charged based on Total Meter Reading Salary and Employee Benefit dollars.</p>	<p>Total annual District Meter Reading expenses are defined as Salaries and Employee Benefits, Services and Supplies, and Fixed Assets directly charged to Read Meters during the Year. In addition to the direct charges, an overhead amount is charged based on Total Meter Reading Salary and Employee Benefit dollars.</p>

<p>divided by the</p> <p>Annual number of District bills rendered to customers of 2,200,000 to equal the Cost per Bill of \$.9091.</p> <p>The Cost per Bill is multiplied by</p> <p>"Agency's" participatory share of each billing, entities 1 of 3 on each bill, or 33.33 percent. The Cost per Bill for the agency charge is \$.303. This amount is</p> <p>multiplied by</p> <p>the annual number of "Agency" bills requiring flow data from meter readings of 3,000 to equal "Agency's" share of Meter Reading Costs of \$909.</p>	<p>Annual number of District bills used to collect revenues for the District.</p> <p>The portion of each bill relating to the Agency refers to the number of entities who use meter reading data in the calculation of charges that appear on each bill. District Water, District Wastewater, and Agency may all base charges on flow data derived from meter readings. Agencies that share the benefit of billing with only District Water have a participatory share of billing of 1 of 2 entities or 50 percent.</p> <p>The Annual number of Agency bills issued requiring flow data from meter readings issued by the District.</p>
---	---

If the District opts to replace the Customer Information System (CIS) application, the Agency's share of the fixed asset or CIS replacement can be amortized over a specific period based on the total amount:

- 1) \$50,000 or below can be paid without interest in 12 monthly installments beginning January 1, 2014;
- 2) greater than \$50,000 to \$200,000 with 2.5 percent interest in 48 monthly installments beginning January 1, 2014; or
- 3) over \$200,000 will be paid with 2.5 percent interest in 114 monthly installments beginning January 1, 2014 and as described in paragraph 3.1.a.

In summary, by adding together the share of Collection expense of \$9,000, the share of Customer Service expense of \$13,635 and the share of Meter Reading expense of \$909, the actual annual Billing and Collection share for "Agency" will be \$23,544. This figure represents the "Agency's" shared cost of the District's billing and collection operation. Actual cost varies by the nature of events during a year, and it may not necessarily reflect the above algorithm. This figure is paid in addition to the total amortized monthly payments towards the Agency's share of the fixed asset or CIS replacement described in paragraph 3.1.a.

EXHIBIT B

SEWER SERVICE CHARGES AND RATES REQUEST FORM

Updated 12/31/12

AGENCY NAME:

DATE SENT:

EFFECTIVE DATE:

DATE RECEIVED BY EBMUD:

SERVICE CHARGES

(amount by rate code, applicable by BCC code)

RATE CODE	MONTHLY	BI-MONTHLY (monthly x2)	DAILY (monthly/30)
0 - Not Billed	\$nnn.nn	\$nnn.nn	\$nnn.nn
1 - Single Family Residence (1 dwelling, 1 meter)	n.nnnn	n.nnnn	n.nnnn
2 - Duplex (2 dwellings, 1 meter)	n.nnnn	n.nnnn	n.nnnn
3 - Triplex (3 dwellings, 1 meter)	n.nnnn	n.nnnn	n.nnnn
4 - Fourplex (4 dwellings, 1 meter)	n.nnnn	n.nnnn	n.nnnn
5 - Metered Rates (per cubic foot)	n.nnnn	n.nnnn	n.nnnn

7 - Not connected to side sewer, not billed (fire services, etc)

9 - Billed by agency directly

---

MINIMUMS

(applicable by BCC Code)

MONTHLY

BIMONTHLY

DAILY

(monthly x 2)

(monthly/30)

\$n.nnnn

\$n.nnnn

\$n.nnnn

---

BCC CODE TABLE

BCCCODE	DESCRIPTION	SERVICE CHARGE? Y/N	MINIMUM CHARGE? Y/N	METERED RATE PER CUBIC FOOT
0100	Agriculture			\$nnn.nn
0700	Veterinarian Services			\$nnn.nn
2010	Meat Products			\$nnn.nn
2011	Slaughterhouses			\$nnn.nn
2020	Dairy Product Processing			\$nnn.nn
2030	Fruit and Vegetable Processing			\$nnn.nn
2040	Grain Mills			\$nnn.nn
2050	Bakeries (including pastries)			\$nnn.nn
2060	Sugar Processing			\$nnn.nn
2077	Rendering Tallow			\$nnn.nn
2080	Beverage Manufacturing and Bottling			\$nnn.nn
2090	Specialty Foods Manufacturing			\$nnn.nn
2600	Pulp and Paper Products			\$nnn.nn
2810	Inorganic Chemicals Manufacturing			\$nnn.nn
2820	Synthetic Material Manufacturing			\$nnn.nn
2830	Drug Manufacturing			\$nnn.nn
2840	Cleaning and Sanitation Products			\$nnn.nn
2850	Paint Manufacturing			\$nnn.nn
2893	Ink and Pigment Manufacturing			\$nnn.nn
3110	Leather Tanning and Finishing			\$nnn.nn
3200	Earthenware Manufacturing			\$nnn.nn
3300	Primary Metals Manufacturing			\$nnn.nn

3400	Metal Products Fabricating			\$nnn.nn
3410	Drum and Barrel Manufacturing			\$nnn.nn
3470	Metal Coating			\$nnn.nn
4500	Air Transportation			\$nnn.nn
5812	Food Service Establishments			\$nnn.nn
6513	Apartment Buildings (5 or more units)			\$nnn.nn
7000	Hotels, Motels with Food Service			\$nnn.nn
7210	Commercial Laundries			\$nnn.nn
7215	Coin-Operated Laundromats			\$nnn.nn
7218	Industrial Laundries			\$nnn.nn
7300	Laboratories			\$nnn.nn
7542	Automobile Washing and Polishing			\$nnn.nn
8060	Hospitals			\$nnn.nn
All Other BCCs	Schools			\$nnn.nn



EXHIBIT C

SEWER SERVICE/SEWAGE TREATMENT CONSUMPTION DATA FILE FORMAT

Updated 12/30/12

<b>Field Name</b>	<b>Format</b>	<b>Length</b>	
EBMUD Account No.	Alpha	11	
Customer Name	Alpha	26	
Service Address	Alpha	40	
BCC Code	Alpha	4	
Meter Size	Alpha	2	
Billing Frequency	Alpha	1	M - monthly, B - bimonthly
January Consumption	Numeric	8	Cubic Feet, unpacked
February Consumption	Numeric	8	Cubic Feet, unpacked
March Consumption	Numeric	8	Cubic Feet, unpacked
April Consumption	Numeric	8	Cubic Feet, unpacked
May Consumption	Numeric	8	Cubic Feet, unpacked
June Consumption	Numeric	8	Cubic Feet, unpacked
July Consumption	Numeric	8	Cubic Feet, unpacked
August Consumption	Numeric	8	Cubic Feet, unpacked
September Consumption	Numeric	8	Cubic Feet, unpacked
October Consumption	Numeric	8	Cubic Feet, unpacked
November Consumption	Numeric	8	Cubic Feet, unpacked
December Consumption	Numeric	8	Cubic Feet, unpacked
Agency Rate Code	Numeric	2	
Total Annual Agency Charges	Numeric	10	



**TITLE:** Approve the District’s Five-Year Strategic Plan for Fiscal Years Ending 2024–2028

**RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Resolution, the 2023 update of the District’s Five-Year Strategic Plan for fiscal years ending (FYE) 2024–2028.

**DISCUSSION:**

The Strategic Plan is a five-year planning document, describing the District’s mission, its vision in the years ahead, and some key strategic goals and action items in support of the mission and vision. Concurrently, with each biennial budget process in the spring immediately following a Board election, the Board updates the Strategic Plan by adopting a new edition of the Strategic Plan. The most recent edition of the Strategic Plan was adopted by the Board on April 6, 2021.

The 2023 Strategic Plan Update was developed by the Senior Management Team, in consultation with the Full Leadership Team (consisting of the District’s executive managers and mid-managers). At the March 21 Board meeting, the Board discussed and suggested a number of refinements to the District’s vision statement and the Strategic Plan covering FYE 2024–2028. At the April 4 Board meeting, the Board reviewed the second draft of the 2023 Strategic Plan Update and requested a minor edit to the order of the strategic goals. The final draft is attached as Exhibit A to the approving resolution.

The next step is for the Board to adopt a resolution approving the 2023 update of the Five-Year Strategic Plan. The proposed resolution includes the following actions:

1. Approves the Five-Year Strategic Plan for FYE 2024–2028.
2. Authorizes and directs the General Manager to undertake and prioritize the business of the District according to the Strategic Plan and in conformance with the District’s operating and capital improvement budgets, and Board adopted policies.
3. Directs the General Manager to report to the Board no less than once a year on the Strategic Plan progress.
4. Directs the General Manager to prepare an update of the Strategic Plan in 2025.

<b>Originating Department:</b> Office of the General Manager	<b>Contact:</b> J. Lee	<b>Legal Review:</b> Not Required
<b>Financial Review:</b> Not Required	<b>Cost and Funding Source:</b> N/A	
<b>Attachments:</b> <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)		42 of 60

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

RESOLUTION OF THE BOARD OF DIRECTORS OF DUBLIN SAN RAMON SERVICES DISTRICT APPROVING THE STRATEGIC PLAN FOR FISCAL YEARS ENDING 2024–2028

---

WHEREAS, on April 6, 2021, by Resolution No. 18-21, the Board of Directors approved the District’s current Strategic Plan; and

WHEREAS, an updated five-year Strategic Plan was developed by the Leadership Team consisting of the senior managers and supervisors with verbal input from the full Board of Directors; and

WHEREAS, on March 21, 2023, and April 4, 2023, the Board discussed various aspects of the Strategic Plan and provided appropriate direction to staff for updating the Strategic Plan.

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

1. The updated five-year Strategic Plan (2024–2028 Strategic Plan), attached hereto as “Exhibit A,” which supersedes the previously approved Strategic Plan (2023–2027 Strategic Plan), is hereby approved.

2. The General Manager is directed and authorized to undertake and prioritize the business of the District in accordance with the Strategic Plan and in conformance with the District’s operating and capital improvement budgets and Board adopted policies.

3. The General Manager is directed to report no less frequently than annually to the Board on progress being made related to the goals of the Strategic Plan.

4. The General Manager is directed to prepare an update of the Strategic Plan in 2025.

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 18th day of April, 2023, and passed by the following vote:

AYES:

NOES:

ABSENT:

---

Georgian M. Vonheeder-Leopold, President

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

## 5-YEAR STRATEGIC PLAN – 2023 UPDATE (FYE 2024 – 2028)

### Mission

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.

### Vision

In our operations, financial practices, and public policies we strive to be an effective and efficient organization, and to be seen as an industry leader of best management practices. Our agency seeks to be adaptable and resilient in navigating the challenges of our ever-changing industry.

### Strategic Goals and Action Items

Maintain our financial stability and sustainability

- Manage the District's finances to meet funding needs and maintain fair and reasonable water and wastewater rates, while striving to limit increases to general inflation trends
- Ensure financial sustainability through long-term financial planning, including 10-year modeling
- Review and update the District's reserve policies

Meet or exceed regulatory requirements while preparing for the future regulatory landscape

- Sustain a robust safety culture by continuously updating the District's environmental health and safety programs
- Develop and maintain a centralized regulatory tracking system
- Collaborate with partner agencies to monitor evolving regulatory requirements and explore potential compliance and mitigation strategies
- Implement improvements to comply with standards adopted by the Environmental Laboratory Accreditation Program beginning January 1, 2024

Enhance our ability to respond to emergencies and maintain business continuity

- Update and maintain documentation of emergency response and business continuity plans, including support documents for regional coordination and mutual assistance
- Manage inventory of emergency assets, equipment, and materials in stock
- Integrate and strengthen employee knowledge and competency of emergency response through ongoing training and Incident Command System (ICS) and Emergency Operation Center (EOC) exercises
- Explore coordination of emergency planning with partner agencies and the cities we serve

Maintain a high level of customer service and community relations through public outreach, education and partnership efforts

- Educate and engage the community on the Tri-Valley's water supply challenges and opportunities through implementation of the Tri-Valley Water Reliability Public Information Program
- Build public awareness of the District's priorities, initiatives, systems, and services
- Leverage Tri-Valley and regional partnerships to maximize public outreach efforts

Improve the resiliency of the District's water supplies against future uncertainties

- Work collaboratively with our Tri-Valley and regional partners in the development of a more diversified and resilient water supply
- Prepare and implement water conservation strategies to reduce water demand, improve system reliability, and comply with state regulations

Foster long-term partnerships to provide efficient and cost-effective services

- Build relationships and actively participate in local partnerships, regional groups, coalitions, and associations to advance common goals
- Review and update our Joint Powers Authority and other interagency agreements and contracts to address changing conditions and align with the District's Mission and Strategic Plan goals

Optimize the Asset Management Program to guide District business decisions

- Standardize and implement District-wide procedures and plans for the Asset Management Program
- Expand and maintain asset records including equipment data, criticality, maintenance history, asset condition, and performance
- Use asset management data to maximize the life of assets and budget for long-term capital replacement needs

Improve energy efficiency and reliability for the District

- Develop a District energy policy and District energy master plan that evaluates sustainable energy sources and opportunities for cost-effective energy conservation and efficiency
- Initiate cost-effective energy projects consistent with the District's energy policy, business needs, and future regulations

Maintain a culture that attracts, retains, and engages a high performing workforce in support of the District's Mission and Values

- Diversify and strengthen the skills of District employees to meet evolving workforce demands through participation in professional organizations and development programs
- Implement a structured management and leadership program for employee career and professional growth
- Promote a strong District workforce culture which encourages learning, teamwork, and recognition of employee contributions, and enhances employee engagement
- Develop a succession plan for key positions where feasible

Optimize District-wide operations by improving our business practices, procedures, and information systems to meet evolving needs

- Invest in business process improvements to enhance communications and access to information
- Integrate our business enterprise systems to more effectively share data across the District
- Review and update our Information Technology and SCADA Master Plans



**TITLE:** Receive Presentation and Approve Proposed Livermore-Amador Valley Water Management Authority (LAVWMA) Operation and Maintenance Budgets for Fiscal Years Ending 2024 and 2025

**RECOMMENDATION:**

Staff recommends the Board of Directors receive a presentation and approve, by Motion, the proposed Livermore-Amador Valley Water Management Authority (LAVWMA) budgets for fiscal years ending (FYE) 2024 and 2025 for the operation and maintenance of the LAVWMA facilities.

**SUMMARY:**

DSRSD is responsible for the operation and maintenance (O&M) of the LAVWMA system pursuant to an agreement executed by LAVWMA and DSRSD in 1980. This agreement requires both DSRSD and LAVWMA to prepare and adopt a budget regarding the operation and maintenance costs anticipated to be incurred in the upcoming fiscal year. The proposed FYE 2024 and FYE 2025 LAVWMA O&M budgets are \$3,371,949 and \$3,530,484 respectively. The proposed FYE 2024 LAVWMA O&M budget includes an 18 percent (\$510,659) overall increase from the current adopted budget for FYE 2023 of \$2,861,290, followed by an increase of 5 percent (\$158,535) in FYE 2025. The budget increase is primarily due to increased energy costs. Staff is recommending that the DSRSD Board approve the FYEs 2024 and 2025 LAVWMA O&M budgets. The LAVWMA Board of Directors is responsible for approval of the overall LAVWMA budget, which includes the O&M budget, and is anticipated to consider approval of the LAVWMA budget at the LAVWMA Board meeting on May 17, 2023.

**BACKGROUND:**

LAVWMA is a joint powers agency created in 1974 by the Cities of Livermore and Pleasanton and the Dublin San Ramon Services District for the purpose of discharging their treated wastewater to the San Francisco Bay. Operations began in September 1979 with expansions in 1983, 1987, and 2003 bringing the current maximum discharge capacity to 41.2 million gallons per day. The LAVWMA system includes pipelines, pump stations, and equalization basins. Livermore’s treated wastewater flows 6.6 miles to the LAVWMA Junction Structure, where DSRSD/Pleasanton’s effluent combines with Livermore wastewater. The LAVWMA pump station pumps the combined treated wastewater via a 16-mile pipeline from Pleasanton to the San Leandro Sample Station (a control point) where it enters the East Bay Dischargers Authority system for eventual discharge through a deepwater outfall to the San Francisco Bay. The LAVWMA pump station facility is also equipped with three (3) flow-equalization basins with a total storage capacity of 18 million gallons.

DSRSD operates and maintains the LAVWMA system under the “Agreement for Maintenance of LAVWMA Facilities” (Operations Agreement) executed on January 15, 1980. Under the Operations Agreement, DSRSD is responsible for performing all required O&M tasks necessary to meet LAVWMA’s obligations for the conveyance of treated wastewater to the East Bay Discharger Authority’s system, including compliance with permits issued by the Regional Water Board related to the operation of the LAVWMA system. Article 6 of the Operations Agreement requires that both LAVWMA and DSRSD prepare and adopt a budget regarding the O&M costs anticipated to be incurred in the upcoming fiscal year which shall contain a “not-to-exceed” amount for control purposes.

As the contract operator of facilities for LAVWMA and in alignment with DSRSD’s two-year budget cycle, the District prepares the O&M budget proposals for a two-year fiscal term for District Board approval. However, LAVWMA adopts its budget one fiscal year at a time.

<b>Originating Department: Operations</b>	<b>Contact: E. Steffen/J. Carson</b>	<b>Legal Review: Not Required</b>
<b>Financial Review: Yes</b>	<b>Cost and Funding Source: \$3,371,949 (FYE 2024) and \$3,530,484 (FYE 2025) from LAVWMA Operating Fund</b>	
<b>Attachments:</b> <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)	<b>Attachment 1 – LAVWMA Proposed O&amp;M Budgets FYE 2024 and FYE 2025</b> <b>Attachment 2 – Budget History</b>	

## **DISCUSSION:**

The proposed budgets include funding for labor, materials, and services to operate and maintain the LAVWMA system. Staff provided an initial draft of the proposed O&M budgets to the LAVWMA General Manager in early March 2023 for review. Comments from LAVWMA have been addressed. The proposed FYEs 2024 and 2025 O&M budgets are \$3,371,949 and \$3,530,484, respectively. The proposed budget for FYE 2024 includes an 18 percent (\$510,659) overall increase from the current FYE 2023 approved budget of \$2,861,290, followed by an increase of 5 percent (\$158,535) in FYE 2025. Noteworthy items of interest include:

- Based on data related to projected rate increases from Pacific Gas & Electric (PG&E), DSRSD staff is including a 32 percent overall increase (\$454,295) in electricity costs for FYE 2024 in the proposed LAVWMA O&M budget, and a 10 percent increase in FYE 2025 (\$177,800). Electricity costs represent approximately 56% of the proposed O&M budget and almost 90% of the increase in O&M costs for FYE 2024.
- The proposed FYE 2024 labor budget is \$1,138,299, which is a modest reduction (-\$23,051) from the FYE 2023 labor budget of \$1,161,350. The reduction of the labor budget in FYE 2024 is attributable to two factors: adjustments of the distribution of labor hours to staff with lower billable hourly rates and a reduction in budgeted labor hours. The proposed FYE 2025 labor budget is \$1,183,484, which is a \$45,184 increase (4 percent) over FYE 2024 and is consistent with an assumed 4 percent CPI adjustment to labor rates. Labor costs represent approximately 34% of the proposed operations and maintenance budget.
- New one-time costs in FYE 2024 include repair work on manholes in the LAVWMA system; upgrades to basin level and tank level instruments; and procurement of remote monitoring equipment, spare stock, additional SmartCover meters, a sampler, and site lighting fixtures, for a total one-time cost of \$75,500.

Historically, the DSRSD O&M budget represents approximately two-thirds of the overall LAVWMA operating budget. The LAVWMA Board of Directors is responsible for approval of the overall LAVWMA budget and is anticipated to consider approval of the LAVWMA budget at the LAVWMA Board meeting on May 17, 2023.

The District pays approximately two-thirds of the LAVWMA operating budget. The District's share of LAVWMA costs will be included in the District's upcoming two-year budget that will be presented to the DSRSD Board in June 2023.

**FY 2023-2024 LAVWMA OPERATION & MAINTENANCE BUDGET**

<b>SUMMARY:</b>			
	<b>Total</b>	<b>Pumping</b>	<b>Pipeline</b>
<b>DSRSD Labor</b>	\$1,138,299	\$623,060	\$515,239
<b>Materials &amp; Supplies</b>	\$129,250	\$63,500	\$65,750
<b>Laboratory Analysis</b>	\$45,600	\$9,000	\$36,600
<b>Contractual Services</b>	\$162,350	\$52,700	\$109,650
<b>Utilities</b>	\$1,887,650	\$1,879,100	\$8,550
<b>Non-Routine</b>	\$8,800	\$8,800	\$0
<b>Total</b>	<b>\$3,371,949</b>	<b>\$2,636,160</b>	<b>\$735,789</b>

<b>Assumptions:</b>	<b>Total</b>	<b>Pumping</b>	<b>Pipeline</b>
Days of operation =	365		
Annual acre feet =	10,355		
Annual million gallons =	<b>3,374</b>		
<b>Unit Costs:</b>			
Cost/AF =	\$326	\$255	\$71
Cost/MG=	<b>\$999</b>	\$781	\$218

**Detailed Breakdown:**

<b>LABOR</b>	<b>Hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Pumping</b>	<b>Pipeline</b>
<b>DIVISION 51 - Field Operations</b>					
Water-Wastewater Sys OP II	43	\$184	\$7,930	\$0	\$7,930
Supervisor	7	\$298	\$2,146	\$0	\$2,146
Subtotal	50		\$10,076	\$0	\$10,076
<b>DIVISION 52 - WWTP</b>					
Process Lead Operator	289	\$237	\$68,475	\$41,085	\$27,390
Senior WWTP Operator	1,013	\$215	\$217,891	\$130,735	\$87,156
Operator I/II	1,431	\$184	\$262,674	\$183,872	\$78,802
Operator in Training	0	\$154	\$0	\$0	\$0
Supervisor	99	\$355	\$35,168	\$17,584	\$17,584
Subtotal	2,832		\$584,208	\$373,276	\$210,933
<b>DIVISION 53 - Mechanical</b>					
Senior Mechanic-Crane Cert	54	\$242	\$13,041	\$6,521	\$6,521
Senior Mechanic	72	\$236	\$17,001	\$1,700	\$15,301
Mechanic II	882	\$215	\$189,304	\$45,433	\$143,871
Maintenance Worker II	54	\$185	\$10,008	\$5,004	\$5,004
Supervisor	45	\$281	\$12,660	\$6,330	\$6,330
Subtotal	1,107		\$242,014	\$64,988	\$177,027
<b>DIVISION 54 - Electrical</b>					
Senior Instrument/Controls Tech	45	\$233	\$10,481	\$5,240	\$5,240
Instrument/Controls Tech	504	\$212	\$106,712	\$53,356	\$53,356
Senior Electrician	45	\$216	\$9,715	\$9,715	\$0
Electrician II	441	\$196	\$86,551	\$86,551	\$0
Supervisor	45	\$328	\$14,738	\$7,369	\$7,369
Subtotal	1,080		\$228,196	\$162,231	\$65,965
<b>DIVISION 56 - Safety</b>					
Safety Officer	54	\$129	\$6,940	\$3,470	\$3,470
Subtotal	54		\$6,940	\$3,470	\$3,470
<b>DIVISION 40 - Engineering</b>					
Senior Civil Engineer-SME	36	\$286	\$10,308	\$4,123	\$6,185
Associate Engineer	108	\$266	\$28,741	\$11,496	\$17,245
Construction Inspector I	72	\$175	\$12,596	\$0	\$12,596
Engineering Technician II	36	\$181	\$6,530	\$0	\$6,530
GIS Analyst II	36	\$241	\$8,691	\$3,476	\$5,214
Subtotal	288		\$66,865	\$19,096	\$47,769
<b>Total Labor</b>	<b>5,412</b>		<b>\$1,138,299</b>	<b>\$623,060</b>	<b>\$515,239</b>
<b>FTE's</b>	<b>2.6</b>				
Current FYE23	5,800		\$1,161,350	\$715,745	\$294,747
Change from FYE23	-6.69%		-1.98%	-12.95%	74.81%

Note: FYE 2024 (July 2023 - June 2024) estimated labor rates are from DSRSD calendar year 2023 billing rates factored with the 4% CPI increase effective January 1, 2023.



Attachment 1

FY 2023-2024 LAVWMA OPERATION & MAINTENANCE BUDGET

	<u>Expense</u>	<u>Pumping</u>	<u>Pipeline</u>
<b><u>MATERIALS &amp; SUPPLIES</u></b>			
<b>Operations Supplies</b>			
Calcium Thiosulfate dechlorinating agent	\$16,800	\$8,400	\$8,400
Sampler	\$11,000	\$0	\$11,000
Supplies/Expenses (misc)	\$3,200	\$2,600	\$600
Subtotal	\$31,000	\$11,000	\$20,000
<b>Mechanical Supplies</b>			
Materials and supplies	\$12,450	\$8,400	\$4,050
Pump & equip repair parts	\$6,300	\$6,300	\$0
Air relief valve parts	\$5,250	\$0	\$5,250
Oils, lubricants	\$3,000	\$3,000	\$0
Subtotal	\$27,000	\$17,700	\$9,300
<b>Electrical Supplies</b>			
Instrument parts	\$3,850	\$1,950	\$1,900
Analyzer parts	\$14,450	\$10,500	\$3,950
MCC equipment/parts	\$9,250	\$3,850	\$5,400
SCADA parts	\$6,550	\$5,050	\$1,500
Miscellaneous parts and repairs	\$4,650	\$1,950	\$2,700
Remote monitoring annual service for Rectifier Panels - one time purchase of new equipment	\$21,000	\$0	\$21,000
RTD Controller - spare	\$5,500	\$5,500	\$0
Replacement site lighting fixtures and spare stock	\$6,000	\$6,000	\$0
Subtotal	\$71,250	\$34,800	\$36,450
<b>Total Materials &amp; Supplies</b>	<b>\$129,250</b>	<b>\$63,500</b>	<b>\$65,750</b>
<b><u>LABORATORY ANALYSIS</u></b>			
Compliance Testing	\$11,300	\$9,000	\$2,300
Operational Support Testing	\$4,900	\$0	\$4,900
Special Sampling	\$29,400	\$0	\$29,400
<b>Total Laboratory Analysis</b>	<b>\$45,600</b>	<b>\$9,000</b>	<b>\$36,600</b>
<b><u>CONTRACTUAL SERVICES</u></b>			
Sub-surface and Surface Repairs	\$35,750	\$0	\$35,750
Street Sweeping	\$5,000	\$5,000	\$0
Cathodic Protection Survey and Repairs	\$45,000	\$0	\$45,000
Underground Service Alert	\$4,750	\$0	\$4,750
SCADA software maintenance contract and support services	\$13,900	\$11,850	\$2,050
Remote monitoring annual service for PS and Rectifier Panels	\$1,850	\$0	\$1,850
HVAC Maintenance/Repairs	\$800	\$800	\$0
Termite/Pest Control	\$950	\$950	\$0
Landscape/weed maintenance	\$10,850	\$8,150	\$2,700
Janitorial Service	\$10,000	\$10,000	\$0
SmartMeter Covers	\$1,800	\$0	\$1,800
Fire Extinguisher Maint	\$200	\$200	\$0
Professional Services, misc	\$31,500	\$15,750	\$15,750
<b>Total Contractual Services</b>	<b>\$162,350</b>	<b>\$52,700</b>	<b>\$109,650</b>
<b><u>UTILITIES</u></b>			
Electricity (PG&E)	\$1,884,500	\$1,876,400	\$8,100
Water & Sewer (Pleasanton)	\$1,050	\$1,050	\$0
Water (EBMUD)	\$1,200	\$1,200	\$0
Telephone/communications/T-1	\$900	\$450	\$450
<b>Total Utilities</b>	<b>\$1,887,650</b>	<b>\$1,879,100</b>	<b>\$8,550</b>
<b><u>NON-ROUTINE</u></b>			
Basin level instrument upgrades (in-house project)	\$6,600	\$6,600	\$0
SLSS thio tank level instrument upgrad (in-house project)	\$2,200	\$2,200	\$0
<b>Total Non-Routine</b>	<b>\$8,800</b>	<b>\$8,800</b>	<b>\$0</b>
<b>TOTAL O&amp;M BUDGET (LABOR, MATERIALS &amp; SERVICES)</b>	<b>\$3,371,949</b>	<b>\$2,636,160</b>	<b>\$735,789</b>
Current FYE 2023 Budget	\$2,861,289	\$2,211,234	\$650,055
Change in Proposed FYE24	17.85%	19.22%	13.19%
	\$510,660	\$424,926	\$85,734

**FY 2024-2025 LAVWMA OPERATION & MAINTENANCE BUDGET**

<b>SUMMARY:</b>				
	<b>Total</b>	<b>Pumping</b>	<b>Pipeline</b>	
0.60861969 <b>DSRSD Labor</b>	\$1,183,484	\$720,292	\$463,192	
<b>Materials &amp; Supplies</b>	\$89,900	\$55,450	\$34,450	
<b>Laboratory Analysis</b>	\$45,600	\$9,000	\$36,600	
<b>Contractual Services</b>	\$145,800	\$53,300	\$92,500	
<b>Utilities</b>	\$2,065,700	\$2,056,300	\$9,400	
<b>Non-Routine</b>	\$0	\$0	\$0	
<b>Total</b>	<b>\$3,530,484</b>	<b>\$2,894,342</b>	<b>\$636,143</b>	

<b>Assumptions:</b>	<b>Total</b>	<b>Pumping</b>	<b>Pipeline</b>
Days of operation =	365		
Annual acre feet =	10,301		
Annual million gallons =	<b>3,356</b>		
<b>Unit Costs:</b>			
Cost/AF =	\$343	\$281	\$62
Cost/MG=	<b>\$1,052</b>	\$862	\$190

**Detailed Breakdown:**

<b>LABOR</b>	<b>Hours</b>	<b>Rate</b>	<b>Labor</b>	<b>Pumping</b>	<b>Pipeline</b>
<b>DIVISION 51 - Field Operations</b>					
Water-Wastewater Sys OP II	43	\$191	\$8,247	\$0	\$8,247
Supervisor	7	\$310	\$2,232	\$0	\$2,232
Subtotal	50		\$10,479	\$0	\$10,479
<b>DIVISION 52 - WWTP</b>					
Process Lead Operator	289	\$247	\$71,214	\$71,214	\$0
Senior WWTP Operator	1,013	\$224	\$226,607	\$226,607	\$0
Operator I/II	1,431	\$191	\$273,181	\$136,591	\$136,591
Operator in Training	0	\$161	\$0	\$0	\$0
Supervisor	99	\$369	\$36,574	\$18,287	\$18,287
Subtotal	2,832		\$607,577	\$452,699	\$154,878
<b>DIVISION 53 - Mechanical</b>					
Senior Mechanic-Crane Cert	54	\$251	\$13,563	\$6,781	\$6,781
Senior Mechanic	72	\$246	\$17,681	\$1,768	\$15,913
Mechanic II	882	\$223	\$196,876	\$47,250	\$149,626
Maintenance Worker II	54	\$193	\$10,409	\$5,204	\$5,204
Supervisor	45	\$293	\$13,166	\$6,583	\$6,583
Subtotal	1,107		\$251,695	\$67,587	\$184,108
<b>DIVISION 54 - Electrical</b>					
Senior Instrument/Controls Tech	45	\$242	\$10,900	\$5,450	\$5,450
Instrument/Controls Tech	504	\$220	\$110,980	\$55,490	\$55,490
Senior Electrician	45	\$225	\$10,104	\$10,104	\$0
Electrician II	441	\$204	\$90,013	\$90,013	\$0
Supervisor	45	\$341	\$15,327	\$7,664	\$7,664
Subtotal	1,080		\$237,324	\$168,720	\$68,604
<b>DIVISION 56 - Safety</b>					
Safety Officer	54	\$134	\$7,218	\$3,609	\$3,609
Subtotal	54		\$7,218	\$3,609	\$3,609
<b>DIVISION 40 - Engineering</b>					
Senior Civil Engineer-SME	36	\$298	\$10,720	\$4,288	\$6,432
Associate Engineer	108	\$277	\$29,891	\$11,956	\$17,934
Construction Inspector I	72	\$182	\$13,100	\$5,240	\$7,860
Engineering Technician II	36	\$189	\$6,791	\$2,716	\$4,075
GIS Analyst II	36	\$241	\$8,691	\$3,476	\$5,214
Subtotal	288		\$69,192	\$27,677	\$41,515
<b>Total Labor</b>	<b>5,412</b>		<b>\$1,183,484</b>	<b>\$720,292</b>	<b>\$463,192</b>
<b>FTE's</b>	<b>2.6</b>				

Note: FYE 2025 estimated labor rates includes 4% CPI increase from estimated FYE 2024 billing rates.

Attachment 1

**FY 2024-2025 LAVWMA OPERATION & MAINTENANCE BUDGET**

	<u>Expense</u>	<u>Pumping</u>	<u>Pipeline</u>
<b><u>MATERIALS &amp; SUPPLIES</u></b>			
<b>Operations Supplies</b>			
Calcium Thiosulfate dechlorinating agent	\$17,700	\$8,850	\$8,850
Sampler	\$0	\$0	\$0
Supplies/Expenses (misc)	\$1,400	\$700	\$700
Subtotal	\$19,100	\$9,550	\$9,550
<b>Mechanical Supplies</b>			
Materials and supplies	\$12,450	\$8,400	\$4,050
Pump & equip repair parts	\$11,200	\$11,200	\$0
Air relief valve parts	\$5,250	\$0	\$5,250
Oils, lubricants	\$3,000	\$3,000	\$0
Subtotal	\$31,900	\$22,600	\$9,300
<b>Electrical Supplies</b>			
Instrument parts	\$3,900	\$1,950	\$1,950
Analyzer parts	\$14,450	\$10,500	\$3,950
MCC equipment/parts	\$9,300	\$3,850	\$5,450
SCADA parts	\$6,550	\$5,050	\$1,500
Miscellaneous parts and repairs	\$4,700	\$1,950	\$2,750
Remote monitoring annual service for Rectifier Panels - one time purchase of new equipment	\$0	\$0	\$0
RTD Controller - spare	\$0	\$0	\$0
Replacement site lighting fixtures and spare stock	\$0	\$0	\$0
Subtotal	\$38,900	\$23,300	\$15,600
<b>Total Materials &amp; Supplies</b>	<b>\$89,900</b>	<b>\$55,450</b>	<b>\$34,450</b>
<b><u>LABORATORY ANALYSIS</u></b>			
Compliance Testing	\$11,300	\$9,000	\$2,300
Operational Support Testing	\$4,900	\$0	\$4,900
Special Sampling	\$29,400	\$0	\$29,400
<b>Total Laboratory Analysis</b>	<b>\$45,600</b>	<b>\$9,000</b>	<b>\$36,600</b>
<b><u>CONTRACTUAL SERVICES</u></b>			
Sub-surface and Surface Repairs	\$15,750	\$0	\$15,750
Street Sweeping	\$5,000	\$5,000	\$0
Cathodic Protection Survey and Repairs	\$47,250	\$0	\$47,250
Underground Service Alert	\$4,800	\$0	\$4,800
SCADA software maintenance contract and support services	\$14,600	\$12,450	\$2,150
Remote monitoring annual service for PS and Rectifier Panels	\$1,950	\$0	\$1,950
HVAC Maintenance/Repairs	\$800	\$550	\$250
Termite/Pest Control	\$950	\$950	\$0
Landscape/weed maintenance	\$11,200	\$8,400	\$2,800
Smartmeter Covers	\$1,800	\$0	\$1,800
Janitorial Service	\$10,000	\$10,000	\$0
Fire Extinguisher Maint	\$200	\$200	\$0
Professional Services, misc	\$31,500	\$15,750	\$15,750
<b>Total Contractual Services</b>	<b>\$145,800</b>	<b>\$53,300</b>	<b>\$92,500</b>
<b><u>UTILITIES</u></b>			
Electricity (PG&E)	\$2,062,300	\$2,053,400	\$8,900
Water & Sewer (Pleasanton)	\$1,100	\$1,100	\$0
Water (EBMUD)	\$1,300	\$1,300	\$0
Telephone/communications/T-1	\$1,000	\$500	\$500
<b>Total Utilities</b>	<b>\$2,065,700</b>	<b>\$2,056,300</b>	<b>\$9,400</b>
<b><u>NON-ROUTINE</u></b>			
Pump Efficiency Testing	\$0	\$0	\$0
Corrosion Studies/Inspections	\$0	\$0	\$0
Med voltage switchgear 3-yr PM (FY22, \$18k)	\$0	\$0	\$0
Time delay switches for electrical switchgear	\$0	\$0	\$0
LAVWMA PS PLC Upgrade (capital project)	\$0	\$0	\$0
<b>Total Non-Routine</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>TOTAL O&amp;M BUDGET (LABOR, MATERIALS &amp; SERVICES)</b>	<b>\$3,530,484</b>	<b>\$2,894,342</b>	<b>\$636,143</b>

Attachment 2

HISTORY OF BUDGETS COMPARED TO ACTUAL EXPENSES

	FY 20-21		FY 21-22		CURRENT FY 2022-23			FY 2023-24	FY 2024-25
	Approved Budget	Actual Expenses	Approved Budget	Actual Expenses	Approved Budget	YTD (7 mos) Expenses	Projected Expenses	Proposed Budget	Proposed Budget
<b>Labor</b>									
Staff	\$1,010,492	\$873,095	\$968,151	\$685,374	\$1,161,350	\$599,727	\$1,028,103	\$1,138,299	\$1,183,484
<b>Subtotal</b>	<b>\$1,010,492</b>	<b>\$873,095</b>	<b>\$968,151</b>	<b>\$685,374</b>	<b>\$1,161,350</b>	<b>\$599,727</b>	<b>\$1,028,103</b>	<b>\$1,138,299</b>	<b>\$1,183,484</b>
<b>Materials &amp; Supplies</b>									
Operations supplies	\$12,200	\$14,593	\$13,000	\$429	\$13,650	\$151	\$259	\$31,000	\$19,100
Mechanical supplies	\$25,000	\$50,963	\$25,000	\$11,095	\$27,300	\$7,617	\$13,058	\$27,000	\$31,900
Electrical supplies	\$25,500	\$32,623	\$59,400	\$42,594	\$48,447	\$9,634	\$16,515	\$71,250	\$38,900
<b>Subtotal</b>	<b>\$62,700</b>	<b>\$98,179</b>	<b>\$97,400</b>	<b>\$54,117</b>	<b>\$89,397</b>	<b>\$17,402</b>	<b>\$29,831</b>	<b>\$129,250</b>	<b>\$89,900</b>
<b>Laboratory Analysis</b>									
Compliance	\$11,300	\$10,359	\$10,000	\$10,098	\$10,500	\$6,360	\$10,903	\$11,300	\$11,300
Operational	\$4,000	\$4,332	\$4,000	\$4,392	\$4,200	\$2,744	\$4,704	\$4,900	\$4,900
Special Sampling	\$15,000	\$16,850	\$22,000	\$16,525	\$23,100	\$9,880	\$16,937	\$29,400	\$29,400
<b>Subtotal</b>	<b>\$30,300</b>	<b>\$31,541</b>	<b>\$36,000</b>	<b>\$31,015</b>	<b>\$37,800</b>	<b>\$18,984</b>	<b>\$32,544</b>	<b>\$45,600</b>	<b>\$45,600</b>
<b>Contractual Services</b>									
Sub-surface Repairs	\$5,000	\$8,376	\$15,000	\$0	\$15,750	\$0	\$0	\$35,750	\$15,750
Street Sweeping	\$5,000	\$5,287	\$5,000	\$3,900	\$5,250	\$0	\$0	\$5,000	\$5,000
Cathodic Protection Survey and Repairs	\$30,000	\$0	\$30,000	\$0	\$31,500	\$0	\$0	\$45,000	\$47,250
Underground Service Alert	\$3,800	\$3,517	\$4,500	\$896	\$4,725	\$508	\$508	\$4,750	\$4,800
SCADA software maintenance contract	\$10,000	\$4,673	\$17,000	\$5,029	\$17,850	\$5,052	\$17,850	\$13,900	\$14,600
Rectifier monitoring 5-yr contract (FY22, \$40k)	\$0	\$0	\$5,000	\$0	\$5,250	\$0	\$5,250	\$1,850	\$1,950
Med voltage switchgear 3-yr PM (FY22, \$18k)	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0
HVAC Maintenance/Repairs	\$750	\$0	\$750	\$0	\$788	\$0	\$788	\$800	\$800
Termite/Pest Control	\$900	\$0	\$900	\$0	\$945	\$0	\$945	\$950	\$950
Landscape/weed maintenance	\$8,000	\$11,364	\$10,000	\$13,723	\$10,500	\$980	\$10,500	\$10,850	\$11,200
Janitorial Services	\$3,000	\$8,940	\$9,500	\$5,075	\$9,975	\$2,639	\$9,975	\$10,000	\$10,000
Smartmeter Covers								\$1,800	\$1,800
Fire Extinguisher Maint	\$200	\$0	\$200	\$0	\$210	\$0	\$210	\$200	\$200
Postage/Shipping Charges	\$250	\$0	\$0	\$10	\$0	\$0	\$0	\$0	\$0
Professional Services, misc	\$10,000	\$10,563	\$30,000	\$9,192	\$31,500	\$57,504	\$57,504	\$31,500	\$31,500
<b>Subtotal</b>	<b>\$76,900</b>	<b>\$52,719</b>	<b>\$147,850</b>	<b>\$37,825</b>	<b>\$134,243</b>	<b>\$66,683</b>	<b>\$103,530</b>	<b>\$162,350</b>	<b>\$145,800</b>
<b>Utilities</b>									
Electricity (PG&E)	\$1,421,000	\$1,336,512	\$1,301,600	\$1,364,836	\$1,430,205	\$912,507	\$1,462,413	\$1,884,500	\$2,062,300
Water & Sewer (Pleasanton)	\$1,000	\$639	\$900	\$1,341	\$945	\$1,387	\$2,378	\$1,050	\$1,100
Water (EBMUD)	\$880	\$1,223	\$1,000	\$1,244	\$1,050	\$860	\$1,474	\$1,200	\$1,300
Telephone/communications/T-1	\$4,500	\$5,687	\$6,000	\$0	\$6,300	\$0	\$0	\$900	\$1,000
WW Treatment (DSRSD)	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Subtotal</b>	<b>\$1,429,180</b>	<b>\$1,344,060</b>	<b>\$1,309,500</b>	<b>\$1,367,421</b>	<b>\$1,438,500</b>	<b>\$914,754</b>	<b>\$1,466,265</b>	<b>\$1,887,650</b>	<b>\$2,065,700</b>
<b>Non-Routine</b>									
Basin level instrument upgrades (in-house project)	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$6,600	\$0
Junction Structure Analyzer piping rehab (in-house)	\$8,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SLSS thio tank level instrument upgrad (in-house pr	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200	\$0
<b>Subtotal</b>	<b>\$8,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,800</b>	<b>\$0</b>
<b>Grand Total</b>	<b>\$2,618,072</b>	<b>\$2,399,593</b>	<b>\$2,558,901</b>	<b>\$2,175,752</b>	<b>\$2,861,290</b>	<b>\$1,617,549</b>	<b>\$2,660,273</b>	<b>\$3,371,949</b>	<b>\$3,530,484</b>
<b>Export Flow (AF)</b>	10,815	10,321	10,305	10,301	10,901	5,101	10,378	10,355	10,301
<b>Export Flow (MG)</b>	3,524	3,363	3,358	3,356	3,552	1,662	3,382	3,374	3,356
<b>Cost (\$/AF)</b>	\$242	\$232	\$248	\$211	\$262	\$317	\$256	\$326	\$343
<b>Cost (\$/MG)</b>	\$743	\$713	\$762	\$648	\$806	\$973	\$787	\$999	\$1,052



**TITLE:** Approve Proclamation Celebrating Dublin San Ramon Services District's 70 Years of Service

**RECOMMENDATION:**

Staff recommends the Board of Directors approve, by Motion, a Proclamation celebrating the District's first 70 years of serving our community.

**DISCUSSION:**

Seventy (70) years ago, the Board of Directors of the Parks Community Service District (the District's initial name) held its first meeting in the living room of then Director James D. Glenn, and the District was born.

In the early days, the District, a community services special district, provided the following services: water, wastewater, parks and recreation, fire protection, and garbage collection. When the cities of Dublin and San Ramon were incorporated in 1982 and 1983 respectively, the District transferred garbage collection, parks and recreation, and fire protection to the cities and continued providing water and wastewater services. In the late 1990's, the District began exploring recycled water and added this third service in 2006 when the first customers received recycled water for irrigation. See Attachment 1 for 70 reasons to celebrate DSRSD's service to our community.

<b>Originating Department:</b> Office of the General Manager	<b>Contact:</b> L. Blevins/M. Gallardo	<b>Legal Review:</b> Not Required
<b>Financial Review:</b> Not Required	<b>Cost and Funding Source:</b> N/A	
<b>Attachments:</b> <input type="checkbox"/> None <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Task Order <input checked="" type="checkbox"/> Proclamation <input type="checkbox"/> Other (see list on right)	<b>Attachment 1 – 70 Reasons to Celebrate DSRSD</b>	

## 70 Reasons to Celebrate DSRSD 1953 – 2023 Timeline of Achievements

1. April 17, 1953, following passage of the Community Services Act by the California Legislature, the state established the Parks Community Service District to provide services to unincorporated areas that would later become the cities of Dublin and San Ramon.
2. 1960, Volk-McLain Communities, Inc. purchased 4,000 acres for residential development and reactivated the Park Community Services District, which it renamed Valley Community Services District, to set up municipal services and provide water, collect and treat sewage, collect garbage, and protect the community from fire.
3. 1961, the District acquired sewers constructed in San Ramon Village development and began building 2.5 million gallon per day (MGD) treatment plant, for a total capital investment of \$2.3 million. These bonds were paid off in 1992.
4. 1961, the District contracted with the City of Pleasanton to treat its wastewater.
5. 1962, the District acquired a water system of wells and distribution facilities and added parks, recreation, and solid waste disposal to its services. EBMUD annexed south San Ramon to its water service area.
6. 1963, the District began operating the Regional Wastewater Treatment Facility (RWTF).
7. 1963, the District signed an agreement with Zone 7 Water Agency to acquire additional water supplies.
8. 1964, the District built the administrative office on Dublin Boulevard.
9. 1967, the District formed a volunteer fire department.
10. 1968, the District built Shannon Community Center.
11. 1970, voters approve \$6.7 million funding for Shannon Community Center, Dublin Sports Grounds, other parks, tennis courts, Valley Community Swim Center (now Dublin Swim Center), and San Ramon Olympic Pool.
12. 1971, RWTF expanded, adding a second digester and second primary and secondary sedimentation tanks.
13. 1974, the District formed Livermore-Amador Valley Water Management Agency (LAVWMA) with Livermore and Pleasanton to carry treated wastewater from the Livermore and DSRSD wastewater treatment plants to a deep-water outfall in the San

Francisco Bay (pipeline constructed in 1979).

14. 1974, District voters approved fluoridation of drinking water.
15. 1977, the District installed and began fluoridation facilities at turnout 1 (at turnout 2 in 1984; at turnout 4 in 2002).
16. 1977, the District Fire Department shifted from volunteers to paid professionals and the District changed its name to Dublin San Ramon Services District.
17. 1978, RWTF expanded, adding another primary sedimentation tank, aeration basin, secondary clarifier, and the Dissolved Air Flotation Thickener (DAFT).
18. 1978, Proposition 13 passed, decreasing funding for District programs by 60%; youth and sports leagues step up to maintain sports fields.
19. 1981, RWTF expanded adding a third secondary sedimentation tank.
20. 1982, City of Dublin incorporated and in 1983, City of San Ramon incorporated. The District began an orderly transfer of services to the cities, starting with garbage collection in 1987, and fire protection and parks and recreation in 1988.
21. 1985, the District expanded the head-works at RWTF.
22. 1991, the District started a water recycling feasibility study in conjunction with Livermore and Zone 7 Water Agency.
23. 1992, the current District Office opened, consolidating administration, planning, and permitting under one roof.
24. 1992, after an electrical fire severs all power, RWTF operated on backup generators for 12 days without a single violation of its discharge permit. In the midst of fire recovery efforts, an inspection team from the U.S. Environmental Protection Agency arrived. The District had been nominated for a national Operations and Maintenance award. In spite of the fire, the District received the award for "Operations and Maintenance Excellence at a Large Secondary Wastewater Treatment Plant."
25. 1995, the District laboratory moved into the new second story at the RWTF administration building.
26. 1995, realizing the need for a reliable water supply in the San Ramon Valley, particularly in dry years, DSRSD and East Bay Municipal Utility District (EBMUD) created the San Ramon Valley Recycled Water Program (SRVRWP). In 2013, Pleasanton joined SRVRWP and began providing recycled water to its large irrigation customers. This partnership provides an eco-friendly supply of irrigation water while conserving limited drinking

water.

27. 1997, SRVRWP designed a wastewater recycling facility to produce highly purified water from wastewater using microfiltration, reverse osmosis, and ultraviolet disinfection. Some of this water was intended to be injected into the groundwater basin (Clean Water Revival Project) and the rest was intended to be used as irrigation water (Puttin' on the Green). In 1998, Zone 7 withdrew its support of the Clean Water Revival Project so the program proceeded making only irrigation water and using 85% of the Clean Water Revival investment.
28. 1999, the District began incorporating water and wastewater systems of the Camp Parks Reserve Forces Training Area into the District's water and wastewater systems.
29. 2000, the District expanded the RWTF, with the Stage IV Project.
30. 2002-2003, the District began annexing Dougherty Valley into its water service area and eastern Dublin to provide water and sewer services; this tripled the size of the District's service area (reducing costs to customers) and eventually will add 20,000 water and sewer dwelling unit equivalents.
31. 2003, the District conducted water quality taste tests.
32. 2003, LAVWMA completed expansion of Dublin Canyon segment of pipeline to carry treated wastewater to the San Francisco Bay and in 2005, completed expansion of Castro Valley Lewelling segment of the pipeline.
33. 2006, the District received its first National Pollutant Discharge Elimination System permit for RWTF.
34. 2006, SRVRWP began operations, providing recycled water to irrigate the Tri-Valley.
35. 2007, the District received the California Sanitation Risk Management Authority *Loss Control Program of the Year* award.
36. 2007, the District conducted a Tri-City Mayoral Sticker Challenge to minimize plastic produce stickers in wastewater which were passing through the tertiary treatment process and clogging recycled water irrigation systems. Before the campaign, recycled water operators had to clean the influent screens six times every 24 hours. The Sticker Challenge reduced the amount of plastics in the waste stream to one quarter of its original volume and cut the operators' time cleaning the screen in half. This gave Engineering time to design, build, and install an automated screen filter.
37. 2007, the District opened the Commercial Recycled Water Fill Station. Truckers had to apply for an annual license (\$73) and pay \$10 per truck load, no matter their size.



38. 2007, the District began teaching Sewer Science in local high school classrooms.
39. 2008, the District renamed the recycled water plant the Jeffrey G. Hansen Water Recycling Plant in honor of Hansen's 15 years of service as a DSRSD Boardmember, advocating for recycled water in 1989. Hansen was instrumental in forming the partnership with EBMUD, the San Ramon Valley Recycled Water Program.
40. 2008, the District received the California Association of Sanitation Agencies' (CASA) award for the Bay Area Consortium of Water and Wastewater Education (BACWWE) program which was formed to attract new people to the industry and to encourage existing operators to continue their education and training.
41. 2009, Zone 7 began operating its Mocho Demineralization Facility, reducing hardness in the local groundwater supply.
42. 2009, the District adopted water shortage rate tiers to implement in times of drought.
43. 2010, the District implemented a Temporary Infrastructure Charge, a customer "loan" that was suspended after three years. Sixty-four percent of the "loan" was reimbursed by developers by the end of 2017.
44. 2010, the District weathered the 2008-09 economic downturn and improved its credit rating by restructuring its debt.
45. 2012, the District purchased a biosolids harvesting barge on eBay.
46. 2012, the District dedicated Richard Fahey Village Green Park in the City of San Ramon in memory of former Boardmember Richard Fahey.
47. 2012, the District conducted its first quarterly public tour.
48. 2012, the District completed the Central Dublin Project, bringing recycled water to parks and schools in Dublin's central core.
49. 2012, the District created the James B. Kohnen \$2,000 Scholarship for graduating high school seniors and in 2014 converted this donation to annual support of Association of California Water Agencies (ACWA) and the California Association of Sanitation Agencies (CASA) college scholarships (\$1,000 to each association's scholarship funds annually).
50. November 8, 2012, the District began video-recording Board meetings and posting them on YouTube, [www.dsrdsd.com](http://www.dsrdsd.com).
51. 2013, the District's laboratory acquired an Inductively Coupled Plasma/Mass Spectrometer, an instrument that measures concentrations of metals.

52. 2013-14, the District upgraded to Advanced Metering Infrastructure which collects water use data hourly.
53. 2013, the District reached agreements with Pleasanton to recycle its wastewater, laying a foundation for a Pleasanton recycled water irrigation program.
54. February 8, 2014, the DSRSD Board declared a drought emergency (following similar declarations by Zone 7's Board of Directors and Governor Edmund G. Brown Jr.).
55. June 2014, the District launches AquaHawk customer portal for real-time tracking of water consumption; more than one-third of customers sign register by end of the year, the fastest adoption rate the vendor has ever seen.
56. June 12, 2014, the District received regulatory approval to provide recycled water directly to residents and opened the Residential Recycled Water Fill Station, the first in the state. By end of year, 2.3 million gallons were given to anyone who wanted to come and get them and a couple dozen additional fill stations opened at treatment plants throughout the state. This program was praised nationwide.
57. 2014, the District received the California Special Districts Association, Special District Leadership Foundation's *Transparency Certificate of Excellence*.
58. 2014, the District collaborated with the City of Pleasanton Police Department on a 24/7 drug drop-box located in the police department's lobby.
59. 2014, the District connected Val Vista Park to the recycled water distribution system, the first location in Pleasanton to use recycled water (except DSRSD's RWTF).
60. 2014, the District received a grant to expand recycled water to properties in west Dublin.
61. 2014, the District inspired customers to reduce water use by 25% through regional and District drought response efforts.
62. 2015, residential recycled water users hauled more recycled water (28 MG) than commercial users (26 MG)!
63. 2016, the District moved into the new Field Operations Facility (FOF) and Corporation Yard on Commerce Circle in Pleasanton, very close to the Dedicated Land Disposal site.
64. 2017, the District improved its credit rating two steps to AA+ and refunded outstanding 2011 Water Revenue bond debt, saving the District close to \$10 million over the next 24 years.
65. 2018, the District completed improvements and expansion of the Jeffrey G. Hansen Water Recycling Plant.

66. 2019, the District successfully transitioned from “at-large” elections of Board Directors to “by- division” to better represent the interests of smaller communities within the District, and to meet new California Voting Rights Act requirements.
67. 2020, the District successfully transitioned to a remote work force for many staff, and maintained services at high levels throughout the first year of the COVID pandemic emergency.
68. 2021, the District re-opened and re-occupied the restored and renovated District Office facility that had been damaged by a flood in 2018.
69. 2022, the District commissioned the fully-renovated District Office Garden, a signature one (1) acre community demonstration project.
70. 2023, the District won the California Special Districts Association Special District Leadership Foundation’s 2022 Level Up Challenge award by earning its *District of Distinction Accreditation* in 2022.



# Proclamation

Celebrating  
**Dublin San Ramon Services District's 70 Years of Service**

WHEREAS, the District, an independent, community services, special district, began officially serving the community on Sunday, April 17, 1953, when the three Board of Directors first met in the home of then Director James D. Glenn, and formed the Parks Community Services District (the District's first name); and

WHEREAS, in 1954, the first purchase from the District's capital outlay budget was a \$100 typewriter, and more recently, the Board approved an \$8.7 million expenditure to add the fourth and final digester to the wastewater treatment plant; and

WHEREAS, in 1960, when the District expanded its service area and added fire protection to the water and wastewater, parks and recreation, and garbage collection services it provided the community, it changed its name to Valley Community Services District. At the time, there were two wells and a two-million-gallon distribution storage tank. Today, there are no wells and 14 reservoirs that store 27.05 million gallons of drinking water (a two-day supply); and

WHEREAS, in 1977, the District changed its name to its current name, Dublin San Ramon Services District to represent the cities it serves; and

WHEREAS, in 1982 and 1983, when the cities of Dublin and San Ramon were incorporated respectively, the District transferred garbage collection, parks and recreation, and fire protection to the cities and continued providing water and wastewater services. In the late 1990's, the District began exploring recycled water and added this third service in 2006 when the first customers received recycled water for irrigation; and

WHEREAS, in 2023, the District, with an operating budget of \$72 million and a staff of 132 highly trained employees, provides our water customers with 8.69 million gallons per day, treats 11.23 million gallons of wastewater per day, and provides 22.2 percent of our total water sales as recycled water for irrigation.

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

*congratulates*

**Dublin San Ramon Services District**

*for its many successes in the first 70 years it has been  
protecting public health and the environment while serving the community.*

Adopted this 18th day of April, 2023

\_\_\_\_\_  
Georgean M. Vonheeder-Leopold, President

\_\_\_\_\_  
Ann Marie Johnson, Vice President

\_\_\_\_\_  
Arun Goel, Director

\_\_\_\_\_  
Richard M. Halket, Director

\_\_\_\_\_  
Dinesh Govindarao, Director

\_\_\_\_\_  
Nicole Genzale, District Secretary