



AGENDA

NOTICE OF SPECIAL MEETING

TIME: 6 p.m.
PLACE: Dublin San Ramon Services District
Boardroom
7051 Dublin Boulevard, Dublin, CA
www.derwa.org

DATE: Monday, August 12, 2024

Our mission is to maximize the amount of recycled water delivered while recovering its costs; in doing so it will provide a reliable and consistent supply of recycled water to DSRSD and EBMUD for service to each of the agencies' customers.

1. CALL TO ORDER

2. PLEDGE TO THE FLAG

3. ROLL CALL

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES

5. PUBLIC COMMENT (Meeting Open to the Public)

At this time, those in the audience are encouraged to address the Board on any item of interest that is within the subject matter jurisdiction of the Board and not already included on tonight's agenda. Comments should not exceed five minutes. Speaker cards are available from the Authority Secretary and should be completed and returned to the Authority Secretary prior to addressing the Board. The Chair of the Board will recognize each speaker, at which time the speaker should proceed to the lectern. Written comments may be submitted to the Authority Secretary at genzale@dsrsd.com. Comments received by 3 p.m. on the day of the meeting will be provided to the Board.

6. CONSENT CALENDAR

Matters listed under this item are considered routine and will be enacted by one action 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.

A. Approve Minutes of Special Board Meeting of July 1, 2024
Recommended Action: Approve by Motion

B. Approve Treasurer's Reports for March 31, April 30, and May 31, 2024
Recommended Action: Approve by Motion

7. BOARD BUSINESS

A. Receive Presentation on Efforts to Develop a Long-Term Supplemental Supply Agreement with Central Contra Costa Sanitary District
Recommended Action: Receive Presentation

- B. Approve Appointment of Vivian Housen as Authority Manager and Authorize Execution of Agreement for Services
Recommended Action: Approve by Resolution

8. STAFF REPORTS

- A. Confirm Next Board Meeting – September 23, 2024

9. BOARDMEMBER ITEMS

10. CLOSED SESSION

As Authorized Pursuant to Government Code Section 54957:
Public Employment
Position: Authority Manager

11. REPORT FROM CLOSED SESSION

12. ADJOURNMENT

All materials made available or distributed in open session at Board meetings are public information and are available for inspection during business hours by calling the Authority 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 Authority Secretary as soon as possible, but at least two days prior to the meeting.

Item 6.A

**DSRSD•EBMUD RECYCLED WATER AUTHORITY
(DERWA)
Board of Directors Special Meeting Minutes
Monday, July 1, 2024**

1. CALL TO ORDER – Chair Vonheeder-Leopold called the DSRSD•EBMUD Recycled Water Authority (DERWA) meeting to order at 6:01 p.m.
2. PLEDGE TO THE FLAG
3. ROLL CALL – Directors present: Chair Georgan Vonheeder-Leopold, Vice Chair April Chan, and Directors Ann Marie Johnson and Luz Gómez. Staff present: Richard Sykes, Authority Manager; Austin Cho, General Counsel; and Vivian Chiu, Acting Authority Secretary
4. SPECIAL ANNOUNCEMENTS/ACTIVITIES – None
5. PUBLIC COMMENT – 6:02 p.m. – None
6. CONSENT CALENDAR

Director Johnson MOVED for approval of the items on the Consent Calendar. Vice Chair Chan SECONDED the MOTION, which CARRIED with FOUR AYES.

- A. Approve Minutes of Regular Board Meeting of April 22, 2024 – Approved

7. BOARD BUSINESS

- A. Authorize Authority Manager to Negotiate and Execute the Second Amendment to the Interim Agreement Related to the Supply and Sale of Recycled Water Between DERWA, Dublin San Ramon Services District, and East Bay Municipal Utility District

Authority Manager Sykes reviewed the item for the Board and explained that the key aspects of the amendment would allow the Member Agencies to add possibly five “ready to connect” customer sites to the recycled water system, without posing negative impacts on the existing DERWA customers. The Board and staff discussed supply and demand, monitoring with the advanced metering infrastructure, corrective action to address supply deficiency, recycled water budgets as an incentive for water use efficiency, and future DERWA expansion and customers.

Vice Chair Chan MOVED to Approve Resolution No. 24-4, Authorizing the Authority Manager to Negotiate and Execute the Second Amendment to the Interim Agreement Related to the Supply and Sale of Recycled Water Between the Dublin San Ramon Services District • East Bay Municipal Utility District Recycled Water Authority, Dublin San Ramon Services District, and East Bay Municipal Utility District. Director Gómez SECONDED the MOTION, which CARRIED with FOUR AYES.

8. STAFF REPORTS

- A. Confirm Next Board Meeting – September 23, 2024

DRAFT

The Board acknowledged the September meeting date and did not request any changes.

9. BOARDMEMBER ITEMS

The Board welcomed Director Gómez to DERWA, and noted this is DERWA’s first all-woman Board.

10. CLOSED SESSION

At 6:23 p.m. the Board went into Closed Session.

As Authorized Pursuant to Government Code Section 54957:
Public Employment
Position: Authority Manager

11. REPORT FROM CLOSED SESSION

At 8:01 p.m. the Board returned from Closed Session.

Chair Vonheeder-Leopold reported that the Board instructed Authority Manager Sykes to begin negotiations with the selected candidate for the Authority Manager position.

12. ADJOURNMENT

Chair Vonheeder-Leopold adjourned the meeting at 8:01 p.m.

Submitted by,

Vivian Chiu, MMC
Acting Authority Secretary

FOR: Nicole M. Genzale, CMC
Authority Secretary

Item 6.B

DERWA Summary & Recommendation

Approve Treasurer's Reports for March 31, April 30, and May 31, 2024

Summary:

Attached are the Treasurer's Reports for the months ending March 31, April 30, and May 31, 2024, submitted by Treasurer Jacqueline Lee.

Recommendation:

The Treasurer recommends the DERWA Board of Directors approve, by Motion, the Treasurer's Reports for the months ending March 31, April 30, and May 31, 2024.

September 23, 2024

Attachments:

1. Treasurer's Report – March 31, 2024
2. Treasurer's Report – April 30, 2024
3. Treasurer's Report – May 31, 2024

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR MARCH 31, 2024**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending March 31, 2024. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$1,947,757 in agency reimbursements were received. Fiscal year-to-date revenue received for FY24 totaled \$3,363,807. No other miscellaneous payments were received this month.

Expenses: Current month disbursements were \$1,429,863. Fiscal year-to-date expenditures for FY24 total \$3,961,535; of which \$3,638,392 was for operating expenses. Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY24.

Cash: The cash balance at March 31, 2024 was \$2,567,533.

Submitted by:



Jacqueline Lee
Treasurer

Dated: Apr 17, 2024

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED MARCH 31, 2024**

CAPITAL - PROJECT	Program Budget @ FY 2024	Expenditures FY 23 and Prior (a)	Expenditures Current Month	Expenditures FY 24 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	-	7,560,517	-	-	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	-	4,558,120	-	-	4,558,120	3,882,264	675,856
Pipeline Reach 3	-	2,286,003	-	-	2,286,003	1,719,204	566,799
Pipeline Reach 4	-	1,614,959	-	-	1,614,959	363,685	1,251,274
Pipeline Reach 5	-	1,430,991	-	-	1,430,991	200,195	1,230,796
Pipeline Reach 6	-	6,759,869	-	-	6,759,869	430,784	6,329,085
Treatment Plant	-	15,732,794	-	-	15,732,794	8,948,843	6,783,951
Pump Stations	-	8,563,294	-	-	8,563,294	6,776,648	1,786,646
Water Tanks	-	12,393,483	-	-	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	-	3,462,938	-	-	3,462,938	-	3,462,938
Backbone Corrosion	-	1,109,004	-	-	1,109,004	122,302	986,702
SCADA	-	341,726	-	-	341,726	194,784	146,942
EBMUD Pipeline Phase 2, 3 & 4	-	602,193	-	-	602,193	-	602,193
Fine Screening	-	927,811	-	-	927,811	528,852	398,959
New/Replacement Capital <50K	200,000	347,683	4,813	27,848	375,531	157,733	217,798
MF/UV Control Programing Update	-	144,366	-	-	144,366	82,289	62,077
Program Planning & Air Relief	-	5,491,623	-	-	5,491,623	2,696,685	2,794,938
Planning Prior Years	-	3,665,330	-	-	3,665,330	1,796,012	1,869,318
Permanent Suppl. Supply	435,000	1,586,724	7,896	260,934	1,847,658	1,071,641	776,017
PSR-1 VFD Replacement	-	-	-	-	-	-	-
Air Relief Valve Rehabilitation/Replacement	135,000	-	2,968	2,968	2,968	1,365	1,603
SFUV and MF Operational Analysis	-	45,477	-	-	45,477	20,919	24,558
Chlorine Mixer Replacement	-	13,111	-	-	13,111	6,031	7,080
SFUV Cable Harness Replacement	23,000	149,784	10,054	10,054	159,838	73,525	86,313
UV Lamp Electrical Connector Replacement	17,000	126,635	3,568	3,568	130,203	59,893	70,310
HVAC Replacements	-	-	-	-	-	-	-
TIPS VFD Upgrades	150,000	-	-	-	-	-	-
Backwash Analysis	200,000	-	3,071	3,071	3,071	1,413	1,658
Gate Replacements	150,000	-	3,675	3,675	3,675	1,691	1,984
Pine Valley Transmission Cathodic Protection	230,000	-	3,859	3,859	3,859	1,775	2,084
Decommission Microfiltration Facility	50,000	-	-	-	-	-	-
MF Membrane Replace	-	698,833	-	-	698,833	335,440	363,393
LVAMWA Connection	-	-	-	-	-	-	-
6th RWTP Sand Filter	-	255	-	-	255	27	228
DWR IRWM- Prop 84 Rd 3 Drought Project	-	16,432	-	-	16,432	8,216	8,216
PSR1 /Recy. Water Treatment Expansion	-	15,528,260	-	7,166	15,535,426	9,819,731	5,715,695
Pleasanton Capital Billing/Contingency	-	5,795,139	-	-	5,795,139	-	5,795,139
Capitalized Interest	-	1,960,872	-	-	1,960,872	960,827	1,000,045
Total Capital Impr. Proj. Element	1,590,000	102,914,226	39,904	323,143	103,237,369	51,868,246	51,369,123

OPERATING - ITEM	Program Budget @ FY 2024	Expenditures FY 23 and Prior (a)	Expenditures Current Month	Expenditures FY 24 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	245,000	4,063,634	20,617	78,121	4,141,755	2,971,059	1,170,696
Treasurer	101,000	3,045,547	7,483	33,575	3,079,122	2,309,341	769,781
Legal Counsel	25,000	567,517	3,608	24,087	591,604	443,703	147,901
Secretary	18,000	272,570	8,871	13,907	286,477	214,858	71,619
Other	135,000	1,972,030	-	139,302	2,111,332	1,583,500	527,832
Operation and Maintenance Detail	5,725,000	30,808,285	1,349,380	3,349,400	34,157,685	25,958,885	8,198,800
Debt Service	1,645,513	30,256,626	-	-	30,256,626	16,156,696	14,099,930
Total Operating Program Element	7,894,513	70,986,209	1,389,959	3,638,392	74,624,601	49,638,042	24,986,559

PROJECT TOTALS	9,484,513	173,900,435	1,429,863	3,961,535	177,861,970	101,506,288	76,355,682
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution	-	-
DSRSD	-	-
EBMUD	-	-
Pleasanton	-	-
Agency Reimbursements - DSRSD	1,335,114	1,901,178
Agency Reimbursements - EBMUD	612,643	914,692
Commercial Paper Issued	-	-
Pleasanton payments	-	527,929
Interest / Contracts	-	20,008
Misc Income	-	-
TOTAL REVENUES & FUNDING	1,947,757	3,363,807

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	2,049,639	1,393,499
Beg. Balance Adj (Prior Year Accruals)	-	1,771,762
Rounding	-	-
Total Revenues & Funding	1,947,757	3,363,807
Total Expenditures	(1,429,863)	(3,961,535)
Ending Cash	2,567,533	2,567,533

Prepared by Matt Houck Date Apr 17, 2024
 Reviewed by Melody Cf. Wang Date Apr 17, 2024
 Approved by David Glasser Date Apr 17, 2024
David Glasser (Apr 17, 2024 09:32 PDT)

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
SUMMARY OF EXPENDITURES
FOR THE PERIOD ENDED
March 31, 2024**

Check Date	Check Number	Payee	Category	TOTAL Amount	DSRSD Amount	EBMUD Amount		Operating	Capital
03/01/24	200045907	RICHARD SYKES	Op-Prg Manager-Salary (69/31)	1,773.00	1,223.37	549.63	O	1,773.00	0.00
03/01/24	200045856	DUBLIN SAN RAMON SERVICES DIST	Op-Prg Manager-Salary (69/31)	6,646.62	4,586.17	2,060.45	O	6,646.62	0.00
03/01/24	200045856	DUBLIN SAN RAMON SERVICES DIST	Op-Secretary (69/31)	2,039.10	1,406.98	632.12	O	2,039.10	0.00
03/01/24	200045856	DUBLIN SAN RAMON SERVICES DIST	Op-Operating (69/31)	396,063.47	273,283.79	122,779.68	O	396,063.47	0.00
03/01/24	200045834	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	363.01	250.48	112.53	O	363.01	0.00
03/06/24	200046125	ICF INTERNATIONAL	Op-Prg Mgr-Public Info (49/51)	2,052.50	1,005.73	1,046.77	O	2,052.50	0.00
03/06/24	200046085	DOWNEY BRAND, LLP	Op-Derwa Legal Counsel (69/31)	3,608.00	2,489.52	1,118.48	O	3,608.00	0.00
03/06/24	200046043	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	561.01	387.10	173.91	O	561.01	0.00
03/06/24	200046043	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	363.01	250.48	112.53	O	363.01	0.00
03/15/24	200046743	RICHARD SYKES	Op-Prg Manager-Salary (69/31)	2,520.00	1,738.80	781.20	O	2,520.00	0.00
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Op-Prg Manager-Salary (69/31)	3,108.84	2,145.10	963.74	O	3,108.84	0.00
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Op-Secretary (69/31)	6,004.49	4,143.10	1,861.39	O	6,004.49	0.00
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Op-Operating (69/31)	349,244.23	240,978.52	108,265.71	O	349,244.23	0.00
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap - Prm Suppl Wtr Sup (58/42)	4,767.48	2,765.14	2,002.34	C	0.00	4,767.48
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap - Air Relief Valve Rehab/Replace (40/60)	2,967.52	1,787.01	1,780.51	C	0.00	2,967.52
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap - P V Transmission Cathodic Protect (47/53)	3,858.67	1,813.57	2,045.10	C	0.00	3,858.67
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-SFUUV Cable Harness Replace (D-portion 46%)	3,886.12	3,886.12	-	C	0.00	3,886.12
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-SFUUV Cable Harness Replace (E-portion 27%)	2,280.98	-	2,280.98	C	0.00	2,280.98
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-SFUUV Cable Harness Replace (Pleasanton27%)	2,280.98	-	-	C	0.00	2,280.98
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Backwash Analysis (D-portion 46%)	1,093.35	1,093.35	-	C	0.00	1,093.35
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Backwash Analysis (E-portion 27%)	641.75	-	641.75	C	0.00	641.75
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Backwash Analysis (Pleasanton27%)	641.75	-	-	C	0.00	641.75
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Gate Replacements (D-portion 46%)	643.51	643.51	-	C	0.00	643.51
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Gate Replacements (E-portion 27%)	377.72	-	377.72	C	0.00	377.72
03/15/24	200046677	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Gate Replacements (Pleasanton27%)	377.72	-	-	C	0.00	377.72
03/15/24	200046635	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	330.00	227.70	102.30	O	330.00	0.00
03/15/24	200046679	EBMUD	Op- Trea- Cost Acct(69/31)	2,765.77	1,908.38	857.39	O	2,765.77	0.00
03/15/24	200046679	EBMUD	Op- Trea- Salary(69/31)	2,282.03	1,574.60	707.43	O	2,282.03	0.00
03/15/24	200046679	EBMUD	Op- Trea- Cost Acct(69/31)	2,182.03	1,505.60	676.43	O	2,182.03	0.00
03/15/24	200046679	EBMUD	Op- Trea- Salary(69/31)	253.56	174.96	78.60	O	253.56	0.00
03/29/24	200047499	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	198.00	136.62	61.38	O	198.00	0.00
03/29/24	200047499	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	363.01	250.48	112.53	O	363.01	0.00
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Op-Prg Manager-Salary (69/31)	2,337.42	1,612.82	724.60	O	2,337.42	0.00
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Op-Secretary (69/31)	828.59	571.73	256.86	O	828.59	0.00

03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Op-Operating (69/31)	604,072.33	416,809.91	187,262.42	O	604,072.33	0.00
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap - Prm Suppl Wtr Sup (58/42)	3,128.18	1,814.34	1,313.84	C	0.00	3,128.18
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-UV Electrical Connectors (D-portion 46%)	1,641.16	1,641.16	-	C	0.00	1,641.16
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-UV Electrical Connectors (E-portion 27%)	963.29	-	963.29	C	0.00	963.29
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-UV Electrical Connectors (Pleasanton27%)	963.29	-	-	C	0.00	963.29
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-SFUV Cable Harness Replace (D-portion 46%)	738.53	738.53	-	C	0.00	738.53
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-SFUV Cable Harness Replace (E-portion 27%)	433.48	-	433.48	C	0.00	433.48
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-SFUV Cable Harness Replace (Pleasanton27%)	433.48	-	-	C	0.00	433.48
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv New/Replace <50k (D-portion 42%)	2,021.33	2,021.33	-	C	0.00	2,021.33
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv New/Replace <50k (E-portion 31%)	1,491.93	-	1,491.93	C	0.00	1,491.93
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv New/Replace <50k (Pleasanton27%)	1,299.43	-	-	C	0.00	1,299.43
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Backwash Analysis (D-portion 46%)	319.34	319.34	-	C	0.00	319.34
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Backwash Analysis (E-portion 27%)	187.44	-	187.44	C	0.00	187.44
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Backwash Analysis (Pleasanton27%)	187.44	-	-	C	0.00	187.44
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Gate Replacements (D-portion 46%)	1,046.97	1,046.97	-	C	0.00	1,046.97
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Gate Replacements (E-portion 27%)	614.53	-	614.53	C	0.00	614.53
03/29/24	200047523	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Gate Replacements (Pleasanton27%)	614.53	-	-	C	0.00	614.53
				-	-	-		0.00	0.00
				-	-	-		0.00	0.00
				1,429,861.92	977,632.31	445,430.99		1,389,960.02	39,901.90

Certificates of Disb.	
Wk Ending	Amount
3/1/24	\$ 406,885.20
3/6/24	\$ 6,584.52
3/15/24	\$ 392,508.50
3/29/24	\$ 623,883.70
	<u>\$ 1,429,861.92</u>

Pleasanton- 6,798.62

OP 1,389,960.02
CAP 39,901.90

0.00 Reconciled
0.00 Reconciled
0.00 Reconciled
0.00 Reconciled

DERWA CASH REPORT

Cash Balance as of 02/29/24 2,049,638.98 Reconciled to DERWA TR

Add member agency's contribution:

Agency Reimbursements - DSRSD	1,335,113.68
Agency Reimbursements - EBMUD	612,642.76
City of Pleasanton Payments	0.00
Interest Income	0.00
Other Reimbursements- Misc	0.00

Less invoice payments:

RICHARD SYKES	3/1/2024	(1,773.00)
DUBLIN SAN RAMON SERVICES DIST	3/1/2024	(404,749.19)
BARRETT BUSINESS SERVICES INC	3/1/2024	(363.01)
ICF INTERNATIONAL	3/6/2024	(2,052.50)
DOWNEY BRAND, LLP	3/6/2024	(3,608.00)
BARRETT BUSINESS SERVICES INC	3/6/2024	(561.01)
BARRETT BUSINESS SERVICES INC	3/6/2024	(363.01)
RICHARD SYKES	3/15/2024	(2,520.00)
DUBLIN SAN RAMON SERVICES DIST	3/15/2024	(382,175.11)
BARRETT BUSINESS SERVICES INC	3/15/2024	(330.00)
EBMUD	3/15/2024	(5,047.80)
EBMUD	3/15/2024	(2,435.59)
BARRETT BUSINESS SERVICES INC	3/29/2024	(198.00)
BARRETT BUSINESS SERVICES INC	3/29/2024	(363.01)
DUBLIN SAN RAMON SERVICES DIST	3/29/2024	(623,322.69)

Cash Balance as of 03/31/24 2,567,533.50

Rounding (0.50)

Cash Balance 03/31/24 **2,567,533.00**

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR APRIL 30, 2024**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending April 30, 2024. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$1,455,759 in agency reimbursements and \$11,221 in interest was received. Fiscal year-to-date revenue received for FY24 totaled \$4,830,788. No other miscellaneous payments were received this month.

Expenses: Current month disbursements were \$18,012. Fiscal year-to-date expenditures for FY24 total \$3,979,547; of which \$3,649,876 was for operating expenses. Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY24.

Cash: The cash balance at April 30, 2024 was \$4,016,502.

Submitted by:



Jacqueline Lee
Treasurer

Dated: May 16, 2024

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED APRIL 30, 2024**

CAPITAL - PROJECT	Program Budget @ FY 2024	Expenditures FY 23 and Prior (a)	Expenditures Current Month	Expenditures FY 24 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	-	7,560,517	-	-	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	-	4,558,120	-	-	4,558,120	3,882,264	675,856
Pipeline Reach 3	-	2,286,003	-	-	2,286,003	1,719,204	566,799
Pipeline Reach 4	-	1,614,959	-	-	1,614,959	363,685	1,251,274
Pipeline Reach 5	-	1,430,991	-	-	1,430,991	200,195	1,230,796
Pipeline Reach 6	-	6,759,869	-	-	6,759,869	430,784	6,329,085
Treatment Plant	-	15,732,794	-	-	15,732,794	8,948,843	6,783,951
Pump Stations	-	8,563,294	-	-	8,563,294	6,776,648	1,786,646
Water Tanks	-	12,393,483	-	-	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	-	3,462,938	-	-	3,462,938	-	3,462,938
Backbone Corrosion	-	1,109,004	-	-	1,109,004	122,302	986,702
SCADA	-	341,726	-	-	341,726	194,784	146,942
EBMUD Pipeline Phase 2, 3 & 4	-	602,193	-	-	602,193	-	602,193
Fine Screening	-	927,811	-	-	927,811	528,852	398,959
New/Replacement Capital <50K	200,000	347,683	-	27,848	375,531	157,733	217,798
MF/UV Control Programing Update	-	144,366	-	-	144,366	82,289	62,077
Program Planning & Air Relief	-	5,491,623	-	-	5,491,623	2,696,685	2,794,938
Planning Prior Years	-	3,665,330	-	-	3,665,330	1,796,012	1,869,318
Permanent Suppl. Supply	435,000	1,586,724	6,528	267,462	1,854,186	1,075,428	778,758
PSR-1 VFD Replacement	-	-	-	-	-	-	-
Air Relief Valve Rehabilitation/Replacement	135,000	-	-	2,968	2,968	1,365	1,603
SFUV and MF Operational Analysis	-	45,477	-	-	45,477	20,919	24,558
Chlorine Mixer Replacement	-	13,111	-	-	13,111	6,031	7,080
SFUV Cable Harness Replacement	23,000	149,784	-	10,054	159,838	73,525	86,313
UV Lamp Electrical Connector Replacement	17,000	126,635	-	3,568	130,203	59,893	70,310
HVAC Replacements	-	-	-	-	-	-	-
TIPS VFD Upgrades	150,000	-	-	-	-	-	-
Backwash Analysis	200,000	-	-	3,071	3,071	1,413	1,658
Gate Replacements	150,000	-	-	3,675	3,675	1,691	1,984
Pine Valley Transmission Cathodic Protection	230,000	-	-	3,859	3,859	1,775	2,084
Decommission Microfiltration Facility	50,000	-	-	-	-	-	-
MF Membrane Replace	-	698,833	-	-	698,833	335,440	363,393
LVMWA Connection	-	-	-	-	-	-	-
6th RWTP Sand Filter	-	255	-	-	255	27	228
DWR IRWM- Prop 84 Rd 3 Drought Project	-	16,432	-	-	16,432	8,216	8,216
PSR1 /Recy. Water Treatment Expansion	-	15,528,260	-	7,166	15,535,426	9,819,731	5,715,695
Pleasanton Capital Billing/Contingency	-	5,795,139	-	-	5,795,139	-	5,795,139
Capitalized Interest	-	1,960,872	-	-	1,960,872	960,827	1,000,045
Total Capital Impr. Proj. Element	1,590,000	102,914,226	6,528	329,671	103,243,897	51,872,033	51,371,864

OPERATING - ITEM	Program Budget @ FY 2024	Expenditures FY 23 and Prior (a)	Expenditures Current Month	Expenditures FY 24 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	245,000	4,063,634	5,758	83,879	4,147,513	2,974,968	1,172,545
Treasurer	101,000	3,045,547	2,910	36,485	3,082,032	2,311,524	770,508
Legal Counsel	25,000	567,517	2,816	26,903	594,420	445,815	148,605
Secretary	18,000	272,570	-	13,907	286,477	214,858	71,619
Other	135,000	1,972,030	-	139,302	2,111,332	1,583,500	527,832
Operation and Maintenance Detail	5,725,000	30,808,285	-	3,349,400	34,157,685	25,958,885	8,198,800
Debt Service	1,645,513	30,256,626	-	-	30,256,626	16,156,696	14,099,930
Total Operating Program Element	7,894,513	70,986,209	11,484	3,649,876	74,636,085	49,646,246	24,989,839

PROJECT TOTALS	9,484,513	173,900,435	18,012	3,979,547	177,879,982	101,518,279	76,361,703
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution	-	-
DSRSD	-	-
EBMUD	-	-
Pleasanton	-	-
Agency Reimbursements - DSRSD	997,193	2,898,371
Agency Reimbursements - EBMUD	458,566	1,373,259
Commercial Paper Issued	-	-
Pleasanton payments	-	527,929
Interest / Contracts	11,221	31,229
Misc Income	-	-
TOTAL REVENUES & FUNDING	1,466,980	4,830,788

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	2,567,534	1,393,499
Beg. Balance Adj (Prior Year Accruals)	-	1,771,762
Rounding	-	-
Total Revenues & Funding	1,466,980	4,830,788
Total Expenditures	(18,012)	(3,979,547)
Ending Cash	4,016,502	4,016,502

Prepared by Johnny Wong May 10, 2024
 Date
 Reviewed by Matt Houck May 14, 2024
 Date
 Approved by David Glasser May 14, 2024
 Date
 David Glasser (May 14, 2024 08:56 PDT)

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
SUMMARY OF EXPENDITURES
FOR THE PERIOD ENDED
April 30, 2024**

Check Date	Check Number	Payee	Category	TOTAL Amount	DSRSD Amount	EBMUD Amount	Operating	Capital
04/12/24	200048238	RICHARD SYKES	Op-Prg Manager-Salary (69/31)	2,733.50	1,886.12	847.39	○ 2,733.50	0.00
04/12/24	200048174	BROWN & CALDWELL	Cap - Prm Suppl Wtr Sup (58/42)	6,528.00	3,786.24	2,741.76	○ 0.00	6,528.00
04/12/24	200048171	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	396.01	273.25	122.76	○ 396.01	0.00
04/12/24	200048184	DOWNEY BRAND, LLP	Op-Derwa Legal Counsel (69/31)	2,816.00	1,943.04	872.96	○ 2,816.00	0.00
04/26/24	200048955	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	462.01	318.79	143.22	○ 462.01	0.00
04/26/24	200048955	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	594.01	409.87	184.14	○ 594.01	0.00
04/26/24	200049001	ICF INTERNATIONAL	Op-Prg Mgr-Public Info (49/51)	1,572.50	770.53	801.97	○ 1,572.50	0.00
04/26/24	200048984	EBMUD	Op- Trea- Cost Acct(69/31)	2,656.40	1,832.92	823.48	○ 2,656.40	0.00
04/26/24	200048984	EBMUD	Op- Trea- Salary(69/31)	253.56	174.96	78.60	○ 253.56	0.00
				-	-	-	○ 0.00	0.00
				18,011.99	11,395.72	6,616.28	11,483.99	6,528.00

Certificates of Disb.	
Wk Ending	Amount
4/12/24	\$ 12,473.51
4/26/24	\$ 5,538.48
	\$ 18,011.99

Pleasanton-	-
OP	11,483.99
CAP	6,528.00

0.00 Reconciled
0.00 Reconciled
0.00 Reconciled
0.01 Reconciled

DERWA CASH REPORT

Cash Balance as of 03/31/24 2,567,533.50 *Reconciled to DERWA TR*

Add member agency's contribution:

Agency Reimbursements - DSRSD	997,192.79
Agency Reimbursements - EBMUD	458,566.30
City of Pleasanton Payments	0.00
Interest Income	11,221.11
Other Reimbursements- Misc	0.00

Less invoice payments:

RICHARD SYKES	4/12/2024	(2,733.50)
BROWN & CALDWELL	4/12/2024	(6,528.00)
BARRETT BUSINESS SERVICES INC	4/12/2024	(396.01)
DOWNEY BRAND, LLP	4/12/2024	(2,816.00)
BARRETT BUSINESS SERVICES INC	4/26/2024	(462.01)
BARRETT BUSINESS SERVICES INC	4/26/2024	(594.01)
ICF INTERNATIONAL	4/26/2024	(1,572.50)
EBMUD	4/26/2024	(2,909.96)

Cash Balance as of 04/30/24 4,016,501.71

Rounding 0.29

Cash Balance 04/30/24 4,016,502.00

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR MAY 31, 2024**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending May 31, 2024. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, no agency reimbursements were received. Fiscal year-to-date revenue received for FY24 totaled \$4,830,788. No other miscellaneous payments were received this month.

Expenses: Current month disbursements were \$8,352. Fiscal year-to-date expenditures for FY24 total \$3,987,899; of which \$3,658,228 was for operating expenses. Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY24.

Cash: The cash balance at May 31, 2024 was \$4,008,150.

Submitted by:



Jacqueline Lee
Treasurer

Dated: Jun 26, 2024

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED MAY 31, 2024**

CAPITAL - PROJECT	Program Budget @ FY 2024	Expenditures FY 23 and Prior (a)	Expenditures Current Month	Expenditures FY 24 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
Pipeline Reach 1	-	7,560,517	-	-	7,560,517	4,383,920	3,176,597
Pipeline Reach 2	-	4,558,120	-	-	4,558,120	3,882,264	675,856
Pipeline Reach 3	-	2,286,003	-	-	2,286,003	1,719,204	566,799
Pipeline Reach 4	-	1,614,959	-	-	1,614,959	363,685	1,251,274
Pipeline Reach 5	-	1,430,991	-	-	1,430,991	200,195	1,230,796
Pipeline Reach 6	-	6,759,869	-	-	6,759,869	430,784	6,329,085
Treatment Plant	-	15,732,794	-	-	15,732,794	8,948,843	6,783,951
Pump Stations	-	8,563,294	-	-	8,563,294	6,776,648	1,786,646
Water Tanks	-	12,393,483	-	-	12,393,483	7,221,552	5,171,931
Phase 2 Pipeline & Pump Station	-	3,462,938	-	-	3,462,938	-	3,462,938
Backbone Corrosion	-	1,109,004	-	-	1,109,004	122,302	986,702
SCADA	-	341,726	-	-	341,726	194,784	146,942
EBMUD Pipeline Phase 2, 3 & 4	-	602,193	-	-	602,193	-	602,193
Fine Screening	-	927,811	-	-	927,811	528,852	398,959
New/Replacement Capital <50K	200,000	347,683	-	27,848	375,531	157,733	217,798
MF/UV Control Programing Update	-	144,366	-	-	144,366	82,289	62,077
Program Planning & Air Relief	-	5,491,623	-	-	5,491,623	2,696,685	2,794,938
Planning Prior Years	-	3,665,330	-	-	3,665,330	1,796,012	1,869,318
Permanent Suppl. Supply	435,000	1,586,724	-	267,462	1,854,186	1,075,428	778,758
PSR-1 VFD Replacement	-	-	-	-	-	-	-
Air Relief Valve Rehabilitation/Replacement	135,000	-	-	2,968	2,968	1,365	1,603
SFUUV and MF Operational Analysis	-	45,477	-	-	45,477	20,919	24,558
Chlorine Mixer Replacement	-	13,111	-	-	13,111	6,031	7,080
SFUUV Cable Harness Replacement	23,000	149,784	-	10,054	159,838	73,525	86,313
UV Lamp Electrical Connector Replacement	17,000	126,635	-	3,568	130,203	59,893	70,310
HVAC Replacements	-	-	-	-	-	-	-
TIPS VFD Upgrades	150,000	-	-	-	-	-	-
Backwash Analysis	200,000	-	-	3,071	3,071	1,413	1,658
Gate Replacements	150,000	-	-	3,675	3,675	1,691	1,984
Pine Valley Transmission Cathodic Protection	230,000	-	-	3,859	3,859	1,775	2,084
Decommission Microfiltration Facility	50,000	-	-	-	-	-	-
MF Membrane Replace	-	698,833	-	-	698,833	335,440	363,393
LVAMWA Connection	-	-	-	-	-	-	-
6th RWTP Sand Filter	-	255	-	-	255	27	228
DWR IRWM- Prop 84 Rd 3 Drought Project	-	16,432	-	-	16,432	8,216	8,216
PSR1 /Recy. Water Treatment Expansion	-	15,528,260	-	7,166	15,535,426	9,819,731	5,715,695
Pleasanton Capital Billing/Contingency	-	5,795,139	-	-	5,795,139	-	5,795,139
Capitalized Interest	-	1,960,872	-	-	1,960,872	960,827	1,000,045
Total Capital Impr. Proj. Element	1,590,000	102,914,226	-	329,671	103,243,897	51,872,033	51,371,864

OPERATING - ITEM	Program Budget @ FY 2024	Expenditures FY 23 and Prior (a)	Expenditures Current Month	Expenditures FY 24 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	245,000	4,063,634	5,360	89,239	4,152,873	2,978,987	1,173,886
Treasurer	101,000	3,045,547	-	36,485	3,082,032	2,311,524	770,508
Legal Counsel	25,000	567,517	2,992	29,895	597,412	448,059	149,353
Secretary	18,000	272,570	-	13,907	286,477	214,858	71,619
Other	135,000	1,972,030	-	139,302	2,111,332	1,583,500	527,832
Operation and Maintenance Detail	5,725,000	30,808,285	-	3,349,400	34,157,685	25,958,885	8,198,800
Debt Service	1,645,513	30,256,626	-	-	30,256,626	16,156,696	14,099,930
Total Operating Program Element	7,894,513	70,986,209	8,352	3,658,228	74,644,437	49,652,509	24,991,928

PROJECT TOTALS	9,484,513	173,900,435	8,352	3,987,899	177,888,334	101,524,542	76,363,792
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REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution	-	-
DSRSD	-	-
EBMUD	-	-
Pleasanton	-	-
Agency Reimbursements - DSRSD	-	2,898,371
Agency Reimbursements - EBMUD	-	1,373,259
Commercial Paper Issued	-	-
Pleasanton payments	-	527,929
Interest / Contracts	-	31,229
Misc Income	-	-
TOTAL REVENUES & FUNDING	-	4,830,788

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	4,016,502	1,393,499
Beg. Balance Adj (Prior Year Accruals)	-	1,771,762
Rounding	-	-
Total Revenues & Funding	-	4,830,788
Total Expenditures	(8,352)	(3,987,899)
Ending Cash	4,008,150	4,008,150

Prepared by Johnny Wong Jun 14, 2024
 Date
 Reviewed by Matt Houck Jun 17, 2024
 Date
 Approved by David Glasser Jun 26, 2024
 Date
 David Glasser

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
SUMMARY OF EXPENDITURES
FOR THE PERIOD ENDED
May 31, 2024**

Check Date	Check Number	Payee	Category	TOTAL Amount	DSRSD Amount	EBMUD Amount	Operating	Capital
05/22/24	200050564	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	561.01	387.10	173.91	○ 561.01	0.00
05/24/24	200050783	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	726.01	500.95	225.06	○ 726.01	0.00
05/24/24	200050852	RICHARD SYKES	Op-Prg Manager-Salary (69/31)	3,165.50	2,184.19	981.31	○ 3,165.50	0.00
05/22/24	200050564	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	396.01	273.25	122.76	○ 396.01	0.00
05/22/24	200050564	BARRETT BUSINESS SERVICES INC	Op-Prg Manager-Staff (69/31)	462.01	318.79	143.22	○ 462.01	0.00
05/24/24	200050781	April Chan	Op-Prg Manager-Expenses (69/31)	49.06	33.85	15.21	○ 49.06	0.00
05/31/24	200051078	DOWNEY BRAND, LLP	Op-Derwa Legal Counsel (69/31)	2,992.00	2,064.48	927.52	○ 2,992.00	0.00
					-	-		0.00
				8,351.60	5,762.61	2,588.99	8,351.60	0.00

Certificates of Disb.			
Wk Ending	Amount		
5/22/24	\$ 1,419.03		
5/24/24	\$ 3,940.57		
5/31/24	\$ 2,992.00		
	\$ 8,351.60		

	Pleasanton-	-		
			OP	8,351.60
			CAP	-

	0.00 Reconciled
	0.00 Reconciled
	0.00 Reconciled
	0.00 Reconciled

DERWA CASH REPORT

Cash Balance as of

04/30/24

4,016,501.71 *Reconciled to DERWA TR*

Add member agency's contribution:

Agency Reimbursements - DSRSD	0.00
Agency Reimbursements - EBMUD	0.00
City of Pleasanton Payments	0.00
Interest Income	0.00
Other Reimbursements- Misc	0.00

Less invoice payments:

BARRETT BUSINESS SERVICES INC	5/22/2024	(561.01)
BARRETT BUSINESS SERVICES INC	5/24/2024	(726.01)
RICHARD SYKES	5/24/2024	(3,165.50)
BARRETT BUSINESS SERVICES INC	5/22/2024	(396.01)
BARRETT BUSINESS SERVICES INC	5/22/2024	(462.01)
DOWNEY BRAND, LLP	5/31/2024	(2,992.00)
April Chan	5/24/2024	(49.06)

Cash Balance as of

05/31/24

4,008,150.11

Rounding

(0.11)

Cash Balance 05/31/24

4,008,150.00

DERWA Summary & Recommendation

Receive Presentation on Efforts to Develop a Long-Term Supplemental Supply Agreement with Central Contra Costa Sanitary District

Summary:

In 2019, Dublin San Ramon Services District • East Bay Municipal Utility District Recycled Water Authority (DERWA) and Central Contra Costa Sanitary District (Central San) executed a temporary agreement to divert a portion of Central San's raw wastewater upstream of the San Ramon Pumping Station. Under the temporary agreement, approximately 0.7 million gallons per day (mgd) of Central San's wastewater can be diverted to Dublin San Ramon Services District (DSRSD)'s collection system, treated at DSRSD's wastewater treatment plant, and used to supplement DERWA recycled water supplies during the summer months. Construction of the diversion project was completed in 2020, and the project was successfully used during the 2021 peak irrigation season. The initial term of the agreement was three years (beginning from the date of Central San's acceptance of the construction of the diversion structure and associated pipelines), with the option for two one-year extensions, which the parties have exercised. Extending the diversion project beyond 2025 will require a new agreement with Central San.

In March 2024, DERWA completed the [DERWA Recycled Water Supply Management Plan](#) (Supply Plan), which provides a roadmap for DERWA to implement demand and supply management strategies, and secure supplemental supplies needed to expand the recycled water program to meet future buildout demands. The Supply Plan recommends exploring the option for a long-term partnership with Central San, including the potential to increase the diversion quantity up to 2.7 mgd, which is the current estimated flow to the San Ramon Pumping Station. The use of Central San wastewater flows to augment the DERWA recycled water supply can be mutually beneficial to the parties. Use of this supply would reduce nutrient discharges to San Francisco Bay and provide an additional source of supply for irrigation customers within DERWA's service area.

Central San, DSRSD, and East Bay Municipal Utility District (EBMUD) staff have initiated discussions on the process for developing a long-term supply agreement. On August 12, Member Agency staff will provide a presentation summarizing the process, critical decision points, schedule, and recommended next steps for developing the long-term agreement.

Recommendation:

The Authority Manager recommends the DERWA Board of Directors receive an informational presentation on efforts to develop a long-term supply agreement with Central San.

August 12, 2024

DERWA Summary and Recommendation

Approve Appointment of Vivian Housen as Authority Manager and Authorize Execution of Agreement for Services

Summary:

The Dublin San Ramon Services District•East Bay Municipal Utility District Recycled Water Authority (DERWA) Interim Authority Manager, Richard G. Sykes, assumed the position on January 1, 2024, to perform the Authority Manager responsibilities while assisting DERWA with recruitment of a permanent Authority Manager. The result of that recruitment process culminated with interviews conducted by the Board on July 1, 2024, and the selection of Vivian Housen as the best qualified to lead DERWA in the future.

Over the next three years, the priority DERWA objectives and Authority Manager responsibilities include: implementing near-term demand management strategies and securing supplemental supplies, holding DERWA Board meetings, facilitating coordination between Member Agency staff and with neighboring wastewater agencies, managing and coordinating DERWA service to the City of Pleasanton, preparing capital and operations and maintenance (O&M) budgets, overseeing DERWA operations contracted through Dublin San Ramon Services District (DSRSD), project management of planning and capital design and construction projects, review of capital and O&M expenditures, year-end reconciliation of paid expenditures based on usage, and discussing and negotiating comprehensive updates to the Joint Powers Authority (JPA) agreements with the Member Agencies.

The time commitment for the DERWA Authority Manager is generally about 300 to 500 hours per year. This commitment could increase to approximately 1,000 hours per year when DERWA and the Member Agencies negotiate updates and revisions to the JPA agreements. Key attributes and experience desired for this position include: leadership, communication, institutional development/planning, program administration, interagency collaboration, and operations coordination.

Recommendation:

The Authority Manager recommends the DERWA Board of Directors approve, by Resolution, the following actions:

1. Appoint Vivian Housen to serve as DERWA Authority Manager; and
2. Authorize and direct the Board Chair to execute an agreement with V. W. Housen and Associates for services to DERWA for a three-year period commencing on or about August 15, 2024, and take additional actions as necessary to implement the agreement.

August 12, 2024

Attachment:

1. Resolution No. 24-5

DERWA
RESOLUTION NO. 24-5

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DSRSD•EBMUD RECYCLED
WATER AUTHORITY APPROVING APPOINTMENT OF VIVIAN HOUSEN AS AUTHORITY
MANAGER AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR SERVICES

WHEREAS, the DSRSD•EBMUD Recycled Water Authority (“DERWA” or "Authority") requires the services of an Authority Manager who shall function as the chief executive officer of the Authority; and

WHEREAS, Richard G. Sykes has served as the DERWA Interim Authority Manager since January 1, 2024, to manage DERWA and assist with the recruitment of a permanent Authority Manager; and

WHEREAS, a recruitment process was conducted and resulted in the recommendation of Vivian Housen as the next Authority Manager.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the DSRSD•EBMUD Recycled Water Authority, a Joint Powers Authority, located in the Counties of Alameda and Contra Costa, California, that Vivian Housen be appointed as the DERWA Authority Manager commencing on or about August 15, 2024, to serve at the pleasure of and to carry out the will of the DERWA Board and, in that role, to represent equally the interests of each DERWA Member Agency.

BE IT FURTHER RESOLVED that the Chair of this Board and the Authority Secretary are hereby authorized and directed to execute for and on behalf of the Authority, and to attest thereto, respectively, an agreement attached as Exhibit “A,” in a form approved by the Authority’s General Counsel for the services of Vivian Housen as Authority Manager.

ADOPTED by the Board of Directors of the DSRSD•EBMUD Recycled Water Authority, a Joint Powers Authority, located in the Counties of Alameda and Contra Costa, California, at its Special Meeting held on the 12th day of August 2024, and passed by the following vote:

AYES:

NOES:

ABSENT:

Georgian Vonheeder-Leopold, DERWA Chair

ATTEST: _____
Nicole M. Genzale, Authority Secretary

CONSULTING AGREEMENT
for
DSRSD-EBMUD RECYCLED WATER AUTHORITY (“DERWA”)
AUTHORITY MANAGER SERVICES

This Consulting Agreement (“Agreement”) is made and entered into this _____ day of August 2024 (“Effective Date”), by and between DUBLIN SAN RAMON SERVICES DISTRICT•EAST BAY MUNICIPAL UTILITY DISTRICT (DSRSD-EBMUD) RECYCLED WATER AUTHORITY, a Joint Powers Authority (“DERWA” or “AUTHORITY”), and V. W. Housen and Associates (“CONSULTANT”) (together, the “Parties”).

RECITALS

WHEREAS, DERWA requires specialized consulting services relating to the role and functions of an Authority Manager to administer and conduct the AUTHORITY’S business; and

WHEREAS, CONSULTANT represents that it has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

WHEREAS, DERWA wishes to retain CONSULTANT for its knowledge and experience in public agency administration and understanding of DERWA’S needs and interests, and

WHEREAS, DERWA wishes to contract with CONSULTANT for the specialized consulting services of Vivian Housen as Authority Manager.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by DERWA and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to DERWA, as set forth in greater detail herein.

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein.
2. Compensation. DERWA shall compensate CONSULTANT for all services performed by CONSULTANT pursuant to Section 1 above. Hourly and total compensation is set forth in Exhibit “B.” DERWA will reimburse CONSULTANT for eligible direct costs, if any, as described in Exhibit “B.” Total annual compensation shall not exceed \$190,000.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective. CONSULTANT’S work as Authority Manager shall commence on or about August 15, 2024, for a term of three (3) years. This Agreement will terminate at the end of the third year on August 14, 2027, unless terminated earlier pursuant to Section 5 herein.
4. Billing and Payment. CONSULTANT shall invoice DERWA in monthly installments for services performed and eligible direct costs. Compensation and reimbursement of eligible direct costs shall be payable by DERWA within thirty (30) days upon receipt of invoice by CONSULTANT. The invoice shall include an itemized statement briefly describing the services rendered, the costs incurred, and the authorized amount remaining.
5. Termination. This Agreement may be terminated by either Party immediately for cause, or without cause upon 60 days’ written notice. CONSULTANT shall be entitled to

compensation for services satisfactorily performed up to the effective date of termination; provided, however, that DERWA may condition payment of such compensation upon CONSULTANT'S delivery to DERWA of any outstanding work products. Payment by DERWA for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and CONSULTANT expressly waives the same.

6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without DERWA'S prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and DERWA's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed as a DERWA liaison for or on behalf of the DERWA in any legal proceedings shall be performed at the direction of legal counsel for DERWA and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
7. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only, and all payments made are compensation solely for such services rendered and recommendations made in carrying out the work. CONSULTANT is an independent contractor and not an employee of DERWA. CONSULTANT expressly warrants that it will not represent that it is an employee or servant of DERWA.
8. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.
9. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Vivian W. Housen
1777 N. California Blvd. #200
Walnut Creek, CA 94596

DERWA General Counsel
Dublin San Ramon Services District-East Bay
Municipal Utility District Recycled Water Authority
7051 Dublin Boulevard
Dublin, CA 94568

Either Party may change the address to which notice, or communication is sent by providing advance written notice to the other Party.

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless DERWA and DERWA'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of DERWA General Counsel and any other counsel retained by DERWA) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.

11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of a motor vehicle. The automobile liability policy shall be endorsed to name DERWA as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to DERWA Counsel at 7051 Dublin Boulevard, Dublin CA 94568 as evidence that the insurance required above is being maintained.
12. Brown Act and Public Records Act. The Parties acknowledge that DERWA is subject to the Ralph M. Brown Act and the Public Records Act. The Parties also acknowledge that this Agreement, once effective, and the terms contained herein are not confidential information and are subject to public disclosure.
13. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of DERWA or as part of any audit of DERWA for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of work under this Agreement and the administration of the Agreement for three years after final payment hereunder.
14. No Assignment. This Agreement is to be binding on the successors and assigns of the Parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of CONSULTANT'S obligations herein without the written consent of DERWA.
15. 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.
16. 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 unexercised portion, can be reasonably interpreted to give effect to the intentions of the Parties.
17. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by DERWA. In the performance of this Agreement, time is of the essence.
18. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this Agreement. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the Agreement or any part thereof. CONSULTANT'S violation of this section shall be deemed to be a material breach of this Agreement.
19. Conflict of Interest. CONSULTANT affirms that it does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to DERWA under this Agreement.

20. Amendments. This Agreement may be amended or supplemented by the Parties by mutual written agreement, approved and executed in the same manner as this Agreement.
21. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
22. Complete Agreement. This Agreement, together with Exhibits "A" and "B," is adopted by DERWA and CONSULTANT as a complete and exclusive statement of the terms of this Agreement between DERWA and CONSULTANT.
23. Dispute Resolution. The Parties agree to first submit any dispute arising out of or in connection with this Agreement to a mutually acceptable professional mediator and to negotiate in good faith toward an agreement with respect to the dispute. Either Party within thirty (30) days of providing written notice may initiate mediation. Either Party within sixty (60) days of having participated in the first mediation session may provide notice of termination of mediation and thereafter proceed with other remedies it may choose in law or equity.

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

DUBLIN SAN RAMON SERVICES DISTRICT-
EAST BAY MUNICIPAL UTILITY DISTRICT
RECYCLED WATER AUTHORITY

By: _____
Georgean Vonheeder-Leopold, Chair
DERWA Board of Directors

Attest:

Nicole M. Genzale, Authority Secretary

CONSULTANT

By: _____

EXHIBIT A

SCOPE OF SERVICES – AUTHORITY MANAGER

V. W. Housen and Associates' ("Consultant") only employee authorized to perform the Authority Manager scope of services is Vivian Housen.

Board Management

1. Coordinate with and provide guidance to DERWA and Member Agency staff to prepare DERWA Board meeting agendas and associated agenda item reports
2. Attend and facilitate DERWA Board meetings (regular DERWA Board meetings and, potentially, additional special and/or emergency meetings as required)
3. Travel to Board meetings and other venues as necessary and appropriate to conduct the business of DERWA
4. Direct administrative staff to maintain and update the DERWA website and post agenda packets
5. Review and edit DERWA Board meeting minutes
6. Follow-up and implement Board actions in coordination with Member Agency representatives
7. Perform other Authority-related tasks as may be directed by the Board

Program Administration

1. Communicate with Member Agency representatives in person, by telephone, email, or correspondence as necessary and appropriate
2. Directly or through Member Agency staff, negotiate consultant contracts and manage DERWA consultants
3. Directly or through Member Agency staff, oversee and monitor DERWA operations, capital projects and studies
4. Directly or through Member Agency staff negotiate any agreements needed
5. Coordinate with and provide guidance to DSRSD and DERWA Treasurer to prepare the DERWA capital and operating budget
6. Coordinate with DERWA Treasurer and administrative staff to track revenues and expenditures, review and approve invoices, and prepare Treasurer and Investment reports

SCOPE OF SERVICES – GENERAL ADMINISTRATION

Consultant may coordinate with DERWA and Member Agency staff, or Consultant's agents or employees to perform the following general administration tasks as needed to support DERWA and the Authority Manager.

General Administration

1. Assist the Authority Manager in preparing agendas, meeting summaries and other documents
2. Assist the Authority Manager with DERWA document storage and organization

EXHIBIT B
COMPENSATION

A. Billing Rates:

Authority Manager Hourly Rate:	2024: \$290
	2025: \$299
	2026: \$308
	2027: \$317

Administrative Support Services Hourly Rate:	2024: \$106
	2025: \$109
	2026: \$112
	2027: \$116

B. Direct Costs

Authority will reimburse eligible direct costs incurred by CONSULTANT. Eligible direct costs include the following:

- Vehicle mileage between CONSULTANT’S office and necessary travel locations to conduct Authority business (at applicable IRS rate).
- Parking and tolls.
- Extraordinary reproduction/copying, postage, or overnight delivery charges.

Meals, transportation, lodging, and other travel charges may be reimbursed on case-by-case basis: pre-approval required by the Chair of the DERWA Board of Directors.

C. Contract Cost Ceiling

Total annual costs, including compensation and reimbursement for eligible direct costs, shall not exceed \$190,000.