

AGENDA

NOTICE OF REGULAR MEETING

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

DATE: Monday, February 2, 2026

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@dssrd.com. Comments received by 3 p.m. on the day of the meeting will be provided to the Board.

6. BOARD REORGANIZATION

A. Approve Selection of Board Officers for 2026

Recommended Action: Approve by Motions (3)

7. 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 Regular Board Meeting of December 8, 2025

Recommended Action: Approve by Motion

B. Approve Treasurer's Reports for November 30, and December 31, 2025

Recommended Action: Approve by Motion

- C. Approve Quarterly Investment Report for December 31, 2025
Recommended Action: Approve by Motion

8. BOARD BUSINESS

- A. Authorize Authority Manager to Finalize and Execute a Memorandum of Agreement with Central Contra Costa Sanitary District to Cooperate on the Development of a Long-Term Seasonal Wastewater Diversion Agreement
Recommended Action: Authorize by Resolution
- B. Authorize Authority Manager to Finalize and Execute Agreement with CDM Smith for Central Contra Costa Sanitary District Evaluation Technical Study
Recommended Action: Authorize by Motion

9. STAFF REPORTS

- A. Authority Manager Update
- B. Confirm Next Board Meeting – April 27, 2026

10. BOARDMEMBER ITEMS

11. 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

DERWA Summary & Recommendation

Approve Selection of Board Officers for 2026

Summary:

The DSRSD•EBMUD Joint Exercise of Powers Agreement (JPA) requires the election of Chair, Vice Chair, and the appointment of the Authority Secretary by a majority vote of the Directors. The JPA provides that the officers of the Board hold office until the next election or until relieved by their agency. The attached table summarizes the past DERWA Chair and Vice Chair officers.

In January 2026, the Dublin San Ramon Services District (DSRSD) Board appointed Georange Vonheeder-Leopold and Dinesh Govindarao as the DSRSD representatives to the DERWA Board, and Ed Duarte as the DSRSD Alternate Representative. In January 2026, the East Bay Municipal Utility District (EBMUD) Board appointed April Chan and Luz Gómez as the EBMUD representatives to the DERWA Board, and Joey D. Smith as the EBMUD Alternate Representative.

Following DERWA's past practice of alternating positions of Chair and Vice Chair between the Member Agencies, in 2026 the Chair should be a DSRSD representative, and the Vice Chair should be an EBMUD representative.

In 2025, EBMUD Director April Chan served as DERWA Chair, and DSRSD Director Georange Vonheeder-Leopold served as Vice Chair. Therefore, in 2026, DSRSD Georange Vonheeder-Leopold should be nominated as DERWA Chair, and EBMUD Director Luz Gómez should be nominated as DERWA Vice Chair.

In addition to the above, DSRSD's Rotation of Joint Powers Agency Board Officers policy (attached) provides guidance for which DSRSD representative to the DERWA Board should be designated as Chair and supports that Director Vonheeder-Leopold should be nominated as DERWA Chair for 2026.

In October 2015, the DERWA Board appointed DSRSD Executive Services Supervisor/District Secretary Nicole Genzale as Authority Secretary. She has ably served DERWA, and it would be appropriate to continue her appointment.

Recommendation:

The Authority Manager recommends the DERWA Board of Directors select, by three separate Motions, the officers of Chair, Vice Chair, and Authority Secretary for 2026.

February 2, 2026

Attachments:

1. Past DERWA Officers
2. DSRSD Rotation of Joint Powers Agency Board Officers Policy

Prepared by JP

Reviewed by VH

PAST DERWA OFFICERS

YEAR	CHAIR	VICE CHAIR
2010	Jeff Hansen	John A. Coleman
2011	John A. Coleman	Dwight "Pat" Howard
2012	Georange Vonheeder-Leopold	Frank Mellon
2013	Frank Mellon	Richard Halket
2014	Dwight "Pat" Howard	John A. Coleman
2015	John A. Coleman	Edward "Ed" Duarte
2016	Georange Vonheeder-Leopold	Frank Mellon
2017	Frank Mellon	Dwight "Pat" Howard
2018	Dwight "Pat" Howard	John A. Coleman
2019	John A. Coleman	Georange Vonheeder-Leopold
2020	Georange Vonheeder-Leopold	Frank Mellon
2021	Frank Mellon	Marisol Rubio
2022	Marisol Rubio	John A. Coleman
2023	John A. Coleman	Georange Vonheeder-Leopold
2024	Georange Vonheeder-Leopold	April Chan
2025	April B. Chan	Georange Vonheeder-Leopold



Policy No.: P100-24-4	Type of Policy: Board Business
Policy Title: Rotation of Joint Powers Agency Board Officers	
Policy Description: Rotational guidelines for nominating District Directors to serve as Joint Powers Agencies' Board Officers	
Approval Date: 5/21/2024	Last Review Date: 2024
Approval Resolution No.: 11-24	Next Review Date: 2028
Rescinded Resolution No.: 20-15	Rescinded Resolution Date: 4/7/2015

The purpose of this policy of the Board of Directors of Dublin San Ramon Services District is to establish rotational guidelines and criteria for the nomination of a District Director, who is serving on the Board of a Joint Powers Agency (JPA) as a District representative, to become a JPA's Board officer Chair or Vice Chair, as follows:

1. District Directors shall nominate, accept nomination, make seconds, and vote in a manner that causes the result specified in this policy.
2. Except as provided herein, the District representatives appointed to the Board of a Joint Powers Agency (JPA) shall rotate between themselves the opportunity to hold the office of Chair of the JPA Board.
3. When two District Directors are concurrently appointed to a JPA Board, the District Director with greater tenure on the District Board shall first serve, when the opportunity arises, as Chair or in a position which leads to Chair of the JPA Board. When tenure is equal on the District Board, the President shall call for a motion to nominate one of the tied members to serve first when the opportunity arises, as Chair or in a position which leads to Chair of the JPA Board, unless one of the tied members opts to cede the leadership rotation to the other. If a tie persists after multiple motions, the seated President may request the District Secretary to draw lots to determine which member will serve first.
4. In the event that one new representative of the District is appointed to a JPA Board and in the further event that the remaining District representative to that JPA Board has previously served as Chair of that JPA Board during that representative's current uninterrupted tenure on the District's Board, the new District representative shall first serve, when the opportunity arises, as Chair or in a position which leads to Chair of the JPA Board. This shall apply provided that the new representative has served on the JPA Board for a period of at least one year at some time in the past when the opportunity arises.
5. In the event that one new representative of the District is appointed to a JPA Board and in the further event that the remaining District representative to that JPA Board has never served as Chair of that JPA Board, the remaining District representative shall first serve, when the opportunity arises, as Chair or in a position which leads to Chair of the JPA Board.

Policy No.: P100-24-4**Policy Title:** Rotation of Joint Powers Agency Board Officers

6. On a JPA Board where the Vice Chair, or any other officer, ascends to Chair automatically or by policy or practice of that JPA Board, this policy shall apply to the selection of Vice Chair, or any other officer, of that JPA Board.
7. The District Director in line for the Chair or Vice Chair in accordance with this policy may decline that office. In that case, the terms of this policy shall apply as to the second Director.
8. To the extent this policy does not result in the intended result due to the votes of other members of the JPA Board, the District representatives to the JPA shall report that outcome to the DSRSD Board.

Item 7.A

**DSRSD•EBMUD RECYCLED WATER AUTHORITY
(DERWA)**
Board of Directors Regular Meeting Minutes
Monday, December 8, 2025

1. CALL TO ORDER – Chair Chan called the DSRSD•EBMUD Recycled Water Authority (DERWA) meeting to order at 6 p.m.

2. PLEDGE TO THE FLAG

3. ROLL CALL – Directors present: Chair April Chan, Vice Chair Georange Vonheeder-Leopold, and Richard Halket. Staff present: Vivian Housen, Authority Manager; EBMUD Treasury Manager Robert Hannay (for Treasurer Jacqueline Lee); Austin Cho, General Counsel; and Nicole Genzale, Authority Secretary.

Director Luz Gómez entered the meeting at 6:03 p.m.

4. SPECIAL ANNOUNCEMENTS/ACTIVITIES – None

5. PUBLIC COMMENT – 6:01 p.m. – No public comments received.

6. CONSENT CALENDAR

Vice Chair Vonheeder-Leopold MOVED for approval of the items on the Consent Calendar. Director Halket SECONDED the MOTION, which CARRIED with THREE AYES and ONE ABSENT (Gómez).

- A. Approve Minutes of Regular Board Meeting of September 22, 2025 – Approved
- B. Approve Treasurer's Reports for August 31, September 30, and October 31, 2025 – Approved
- C. Approve Quarterly Investment Report for September 30, 2025 – Approved

7. BOARD BUSINESS

A. Accept Independent Auditors' Report for Fiscal Year Ended June 30, 2025

EBMUD Treasury Manager Hannay introduced Steven Warnick, CPA, and Senior Manager from LSL who reviewed the report for the Board via telephone. Mr. Warnick reported that DERWA received a clean opinion and there were no material issues nor recommendations to report.

The Board inquired about the increase in revenue from Fiscal year 2024 to Fiscal year 2025 (Statement of Cash Flows, pg. 9) given a decrease in recycled water sales, and also inquired what certain cash payments made to the Member Agencies were attributed to. Staff and Mr. Warnick confirmed they will follow up with the Authority Manager to provide that information.

Director Halket MOVED to Accept the Independent Auditors' Report for Fiscal Year Ended June 30, 2025. Vice Chair Vonheeder-Leopold SECONDED the MOTION, which CARRIED with FOUR AYES.

B. Approve Amendment of the Fiscal Year 2025-2026 Operating and Capital Budget

Authority Manager Housen reviewed the item for the Board.

DRAFT

Director Halket MOVED to Approve Resolution No. 25-3, Amending the Fiscal Year 2025-2026 Operating and Capital Budget. Director Gómez SECONDED the MOTION, which CARRIED with FOUR AYES.

8. STAFF REPORTS

A. Authority Manager Update

Authority Manager Housen provided a progress report on development of the proposed long-term supply agreement with Central Contra Costa Sanitary District (Central San) and the anticipated execution of the third amendment to the interim supply and sales agreement regarding ready-to-connect recycled water customers.

B. Confirm Next Board Meeting – February 2, 2026

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

9. BOARDMEMBER ITEMS – None

10. ADJOURNMENT

Chair Chan adjourned the meeting at 6:18 p.m.

Submitted by,

Nicole M. Genzale, CMC
Authority Secretary

Item 7.B

DERWA **Summary & Recommendation**

Approve Treasurer's Reports for November 30, and December 31, 2025

Summary:

Attached are the Treasurer's Reports for the months ending November 30, and December 31, 2025, 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 November 30, and December 31, 2025.

February 2, 2026

Attachments:

1. Treasurer's Report – November 30, 2025
2. Treasurer's Report – December 31, 2025

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR NOVEMBER 30, 2025**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending November 30, 2025. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$521,649 in agency reimbursements and \$16,859 in interest were received. Fiscal year-to-date revenue for FY26 totaled \$1,601,263. No other miscellaneous payments were received this month.

Expenses: Current month disbursements were \$474,548. Fiscal year-to-date expenditures for FY26 total \$2,036,780; of which \$2,067,649 was for operating expenses. Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY26.

Cash: The cash balance at November 30, 2025 was \$2,363,420.

Submitted by:



Jacqueline Lee
Treasurer

Dated: Jan 2, 2026

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED NOVEMBER 30, 2025**

CAPITAL - PROJECT	Program Budget @ FY 2026	Expenditures FY 25 and Prior (a)	Expenditures Current Month	Expenditures FY 26 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	50,000	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	100,000	375,531	-	-	375,531	157,733	217,798
MF/UV Control Programming 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	180,000	1,857,416	-	-	1,857,416	1,077,301	780,115
PSR-1 VFD Replacement	-	-	-	-	-	-	-
Air Relief Valve Rehabilitation/Replacement	-	66,982	-	-	66,982	30,812	36,170
SFUV and MF Operational Analysis	-	44,198	-	-	44,198	20,331	23,867
Chlorine Mixer Replacement	-	13,111	-	-	13,111	6,031	7,080
SFUV Cable Harness Replacement	-	176,029	-	-	176,029	80,973	95,056
UV Lamp Electrical Connector Replacement	-	130,203	-	-	130,203	59,893	70,310
HVAC Replacements	150,000	90,234	3,227	7,062	97,296	44,756	52,540
TIPS VFD Upgrades	-	105,148	-	0	105,148	48,368	56,780
Backwash Analysis	30,000	100,040	18,520	24,643	124,683	57,354	67,329
Gate Replacements	-	79,596	-	-	79,596	36,614	42,982
Pine Valley Transmission Cathodic Protection	400,000	33,581	977	2,443	36,024	16,571	19,453
Decommission Microfiltration Facility	-	230,622	(67,877)	(67,877)	162,745	74,863	87,882
Isolation Valve Replacements	125,000	-	243	364	364	153	211
Turbidity Monitoring Equipment Upgrades	133,000	-	-	-	-	-	-
UV Channel Rehabilitation	150,000	-	938	2,496	2,496	1,148	1,348
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	-	15,535,426	-	-	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	1,318,000	103,954,669	(43,972)	(30,868)	103,923,799	52,185,161	51,738,639
OPERATING - ITEM	Program Budget @ FY 2026	Expenditures FY 25 and Prior (a)	Expenditures Current Month	Expenditures FY 26 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	253,000	4,270,325	4,892	13,871	4,284,196	3,071,204	1,212,992
Treasurer	101,000	3,154,198	2,812	12,907	3,167,105	2,375,329	791,776
Legal Counsel	25,000	619,946	-	10,948	630,894	473,171	157,723
Secretary	25,000	311,462	4,229	6,405	317,867	238,401	79,466
Other	156,000	2,276,998	-	160,303	2,437,301	1,827,976	609,325
Operation and Maintenance Detail	6,495,000	42,860,856	506,587	1,863,215	44,724,071	33,883,675	10,840,396
Debt Service	648,608	33,547,654	-	-	33,547,654	17,776,869	15,770,785
Total Operating Program Element	7,703,608	87,041,439	518,520	2,067,649	89,109,088	59,646,625	29,462,463
PROJECT TOTALS	9,021,608	190,996,108	474,548	2,036,780	193,032,888	111,831,786	81,201,102
REVENUES & FUNDING	Current Month	Fiscal Year					
Agency Contribution	-	-					
DSRSD	-	-					
EBMUD	-	-					
Pleasanton	-	-					
Agency Reimbursements - DSRSD	9,009	552,542					
Agency Reimbursements - EBMUD	169,691	462,640					
Commercial Paper Issued	-	-					
Pleasanton payments	342,949	520,091					
Interest / Contracts	16,859	65,990					
Misc Income	-	-					
TOTAL REVENUES & FUNDING	538,508	1,601,263					
CASH AVAILABLE	Current Month	Fiscal Year					
Beginning Cash	2,299,460	2,160,110					
Beg. Balance Adj (Prior Year Accruals)	-	638,827					
Rounding	-	-					
Release of excess cash reserve	-	-					
Total Revenues & Funding	538,508	1,601,263					
Total Expenditures	(474,548)	(2,036,780)					
Ending Cash	2,363,420	2,363,420					

0

Prepared by
Reviewed by
Approved by

Johnny Wong
Matt Houck
David Glasser

Dec 23, 2021
Date
Dec 29, 2021
Date
Jan 2, 2022
Date

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
SUMMARY OF EXPENDITURES
FOR THE PERIOD ENDED
November 30, 2025**

DERWA CASH REPORT

Cash Balance as of **10/31/25** **2,299,459.97** Reconciled to DERWA TR

Add member agency's contribution:

Agency Reimbursements - DSRSD	9,009.17
Agency Reimbursements - EBMUD	169,690.96
City of Pleasanton Payments	342,949.46
Interest Income	12,213.88
Wells Fargo Interest	4,645.54
Other Reimbursements- Misc	0.00

Less invoice payments:

EBMUD	11/5/2025	(2,812.24)
BBSI STAFFING SERVICES, LLC	11/5/2025	(572.00)
ICF INTERNATIONAL	11/5/2025	(2,931.25)
DUBLIN SAN RAMON SERVICES DIST	11/7/2025	(466,874.66)
BBSI STAFFING SERVICES, LLC	11/26/2025	(393.25)
BBSI STAFFING SERVICES, LLC	11/26/2025	(464.75)
BBSI STAFFING SERVICES, LLC	11/26/2025	(500.50)

Cash Balance as of **11/30/25** **2,363,420.33**

Rounding **(0.33)**

Cash Balance 11/30/25 **2,363,420.00**

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT FOR DECEMBER 31, 2025**

STAFF REPORT

Attached is the DERWA Treasurer's Report for the month ending December 31, 2025. A summary of transactions and recommendation follows.

Revenues/Funding: During the month, \$1,465,980 in agency reimbursements and \$6,432 in interest were received. Fiscal year-to-date revenue for FY26 totaled \$3,073,675. No other miscellaneous payments were received this month.

Expenses: Current month disbursements were \$481,389. Fiscal year-to-date expenditures for FY26 total \$2,518,169; of which \$2,532,572 was for operating expenses. Expenditures do not reflect all staff and consultant costs incurred but not yet billed to DERWA in FY26.

Cash: The cash balance at December 31, 2025 was \$3,354,443.

Submitted by:



Jacqueline Lee
Treasurer

Dated: Jan 20, 2026

**DSRSD/EBMUD RECYCLED WATER AUTHORITY
TREASURER'S REPORT
FOR THE PERIOD ENDED DECEMBER 31, 2025**

CAPITAL - PROJECT	Program Budget @ FY 2026	Expenditures FY 25 and Prior (a)	Expenditures Current Month	Expenditures FY 26 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	50,000	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	100,000	375,531	-	-	375,531	157,733	217,798
MF/UVC Control Programming 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	180,000	1,857,416	-	-	1,857,416	1,077,301	780,115
PSR-1 VFD Replacement	-	-	-	-	-	-	-
Air Relief Valve Rehabilitation/Replacement	-	66,982	-	-	66,982	30,812	36,170
SFUVC and MFC Operational Analysis	-	44,198	-	-	44,198	20,331	23,867
Chlorine Mixer Replacement	-	13,111	-	-	13,111	6,031	7,080
SFUVC Cable Harness Replacement	-	176,029	-	-	176,029	80,973	95,056
UV Lamp Electrical Connector Replacement	-	130,203	-	-	130,203	59,893	70,310
HVAC Replacements	150,000	90,234	9,112	16,175	106,409	48,948	57,461
TIPS VFD Upgrades	-	105,148	-	0	105,148	48,368	56,780
Backwash Analysis	30,000	100,040	1,117	25,760	125,800	57,868	67,932
Gate Replacements	-	79,596	-	-	79,596	36,614	42,982
Pine Valley Transmission Cathodic Protection	400,000	33,581	698	3,140	36,721	16,892	19,829
Decommission Microfiltration Facility	-	230,622	-	(67,877)	162,745	74,863	87,882
Isolation Valve Replacements	125,000	-	607	971	971	408	563
Turbidity Monitoring Equipment Upgrades	133,000	-	-	-	-	-	-
UV Channel Rehabilitation	150,000	-	4,932	7,428	7,428	3,417	4,011
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	-	15,535,426	-	-	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	1,318,000	103,954,669	16,466	(14,403)	103,940,265	52,192,712	51,747,554

OPERATING - ITEM	Program Budget @ FY 2026	Expenditures FY 25 and Prior (a)	Expenditures Current Month	Expenditures FY 26 YTD (b)	Expenditures Grand Total (a+b)	DSRSD EXP Grand Total	EBMUD EXP Grand Total
DERWA Program Manager	253,000	4,270,325	18,320	32,191	4,302,516	3,084,706	1,217,810
Treasurer	101,000	3,154,198	3,617	16,523	3,170,721	2,378,041	792,680
Legal Counsel	25,000	619,946	4,496	15,445	635,391	476,543	158,848
Secretary	25,000	311,462	649	7,054	318,516	238,888	79,628
Other	156,000	2,276,998	-	160,303	2,437,301	1,827,976	609,325
Operation and Maintenance Detail	6,495,000	42,860,856	437,841	2,301,056	45,161,912	34,212,055	10,949,857
Debt Service	648,608	33,547,654	-	-	33,547,654	17,776,869	15,770,785
Total Operating Program Element	7,703,608	87,041,439	464,923	2,532,572	89,574,011	59,995,078	29,578,933
PROJECT TOTALS	9,021,608	190,996,108	481,389	2,518,169	193,514,277	112,187,790	81,326,487

REVENUES & FUNDING	Current Month	Fiscal Year
Agency Contribution	-	-
DSRSD	-	-
EBMUD	-	-
Pleasanton	-	-
Agency Reimbursements - DSRSD	1,141,501	1,694,043
Agency Reimbursements - EBMUD	255,611	718,251
Commercial Paper Issued	-	-
Pleasanton payments	68,868	588,959
Interest / Contracts	6,432	72,422
Misc Income	-	-
TOTAL REVENUES & FUNDING	1,472,412	3,073,675

CASH AVAILABLE	Current Month	Fiscal Year
Beginning Cash	2,363,420	2,160,110
Beg. Balance Adj (Prior Year Accruals)	-	638,827
Rounding	-	-
Release of excess cash reserve	-	-
Total Revenues & Funding	1,472,412	3,073,675
Total Expenditures	(481,389)	(2,518,169)
Ending Cash	3,354,443	3,354,443

Prepared by *Johnny Wong* Jan 20, 2026
 Johnny Wong
Matt Houck Jan 20, 2026
 Matt Houck
 Approved by *David Glasser* Jan 20, 2026
 David Glasser

DSRSD/EBMUD RECYCLED WATER AUTHORITY
SUMMARY OF EXPENDITURES
FOR THE PERIOD ENDED
December 31, 2025

Check Date	Check Number	Payee	Category	TOTAL Amount	DSRSD Amount	EBMUD Amount	Operating	Capital
12/03/25	200084717	UNDERGROUND SERVICE ALERT OF Op- Program Management (73/27)		330.89	241.55	89.34	O 330.89	-
12/03/25	200084563	BBSI STAFFING SERVICES, LLC	Op-Prg Manager-Staff (73/27)	393.25	287.07	106.18	O 393.25	-
12/03/25	200084602	DOWNEY BRAND, LLP	Op-Derwa Legal Counsel (73/27)	4,496.53	3,282.47	1,214.06	O 4,496.53	-
12/03/25	200084639	ICF INTERNATIONAL	Op-Prg Mgr-Public Infra (49/51)	921.25	451.41	469.84	O 921.25	-
12/03/25	200084609	EBMUD	Op- Trea- Cost Acct(73/27)	2,128.20	1,553.59	574.61	O 2,128.20	-
12/03/25	200084609	EBMUD	Op- Trea- Salary(73/27)	1,488.54	1,086.63	401.91	O 1,488.54	-
12/19/25	200085802	V. W. HOUSEN & ASSOCIATES, INC.	Op-Prg Manager-Salary (73/27)	5,905.25	4,310.83	1,594.42	O 5,905.25	-
12/19/25	200085802	V. W. HOUSEN & ASSOCIATES, INC.	Op-Prg Manager-Salary (73/27)	9,119.50	6,657.24	2,462.26	O 9,119.50	-
12/19/25	200085666	BBSI STAFFING SERVICES, LLC	Op-Prg Manager-Staff (73/27)	500.50	365.36	135.14	O 500.50	-
12/19/25	200085666	BBSI STAFFING SERVICES, LLC	Op-Prg Manager-Staff (73/27)	500.50	365.36	135.14	O 500.50	-
12/19/25	200085666	BBSI STAFFING SERVICES, LLC	Op-Prg Manager-Staff (73/27)	500.50	365.36	135.14	O 500.50	-
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Op-Pgm Mgr- Expense (73/27)	149.05	108.81	40.24	O 149.05	-
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Op-Secretary (73/27)	649.00	473.77	175.23	O 649.00	-
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Op-Operating (73/27)	437,840.53	319,623.59	118,216.94	O 437,840.53	-
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv Backwash Analysis (D-portion 46%)	513.64	513.64	-	C -	513.64
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv Backwash Analysis (E-portion 27%)	301.49	-	301.49	C -	301.49
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv Backwash Analysis (Pleasanton27%)	301.49	-	-	C -	301.49
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv HVAC Replacements (D-portion 46%)	4,191.57	4,191.57	-	C -	4,191.57
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv HVAC Replacements (E-portion 27%)	2,460.28	-	2,460.28	C -	2,460.28
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD Inv HVAC Replacements (Pleasanton27%)	2,460.28	-	-	C -	2,460.28
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-PV Transmission Cathodic Protection (47/53)	697.89	328.01	369.88	C -	697.89
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap - DSRSD Isolation Valve Replacement (58/42)	606.84	351.97	254.87	C -	606.84
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD UV Channel Rehabilitation (D-portion 46%)	2,268.87	2,268.87	-	C -	2,268.87
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD UV Channel Rehabilitation (E-portion 27%)	1,331.72	-	1,331.72	C -	1,331.72
12/24/25	200085969	DUBLIN SAN RAMON SERVICES DIST	Cap-DSRSD UV Channel Rehabilitation (Pleasanton27%)	1,331.72	-	-	C -	1,331.72
				481,389.28	346,827.10	130,468.69		
							464,923.49	16,465.79
Wk Ending		Amount						
12/3/25	\$ 9,758.66							
12/19/25	\$ 16,526.25							
12/24/25	\$455,104.37							
	\$481,389.28							

DERWA CASH REPORT

Cash Balance as of 11/30/25 2,363,420.33 Reconciled to DERWA TR

Add member agency's contribution:

Agency Reimbursements - DSRSD	1,141,501.32
Agency Reimbursements - EBMUD	255,611.42
City of Pleasanton Payments	68,867.50
Interest Income	0.00
Wells Fargo Interest	6,431.75
Other Reimbursements- Misc	0.00

Less invoice payments:

UNDERGROUND SERVICE ALERT OF NORTHERN	12/3/2025	(330.89)
BBSI STAFFING SERVICES, LLC	12/3/2025	(393.25)
DOWNEY BRAND, LLP	12/3/2025	(4,496.53)
ICF INTERNATIONAL	12/3/2025	(921.25)
EBMUD	12/3/2025	(3,616.74)
V. W. HOUSEN & ASSOCIATES, INC.	12/19/2025	(5,905.25)
V. W. HOUSEN & ASSOCIATES, INC.	12/19/2025	(9,119.50)
BBSI STAFFING SERVICES, LLC	12/19/2025	(500.50)
BBSI STAFFING SERVICES, LLC	12/19/2025	(500.50)
BBSI STAFFING SERVICES, LLC	12/19/2025	(500.50)
DUBLIN SAN RAMON SERVICES DIST	12/24/2025	(455,104.37)

Cash Balance as of	12/31/25	<u>3,354,443.04</u>
	Rounding	(0.04)
	Cash Balance 12/31/25	3,354,443.00

Item 7.C

DERWA **Summary & Recommendation**

Approve Quarterly Investment Report for December 31, 2025

Summary:

Section 53646 of the Government Code allows the Treasurer of the Authority to submit to the Authority Manager, the Internal Auditor, and the Board of Directors a quarterly investment report. It also stipulates that the investment report must include the types of investments in which the Authority has invested its funds, the issuer, date of maturity, the value of the investment at maturity, and the dollar amount that is invested in the security.

The investments held by the Authority in the State of California Local Agency Investment Fund on December 31, 2025, were \$1,130,095. The investment portfolio is in full compliance with the Board's adopted policy regarding the Authority's investments.

In compliance with Section 53646(b)3 of the Government Code, this report denotes that the Authority will be able to meet expenditure requirements for the next six months from revenues/reimbursements/contributions from member agencies.

Recommendation:

The Treasurer recommends the DERWA Board of Directors approve, by Motion, the Quarterly Investment Report for December 31, 2025.

February 2, 2026

Item 8.A

DERWA Summary & Recommendation

Authorize Authority Manager to Finalize and Execute a Memorandum of Agreement with Central Contra Costa Sanitary District to Cooperate on the Development of a Long-Term Seasonal Wastewater Diversion Agreement

Summary:

In February 2019, the DSRSD-EBMUD Recycled Water Authority (DERWA) and Central Contra Costa Sanitary District (Central San) executed a temporary agreement for DERWA to divert 0.7 million gallons per day (MGD) of Central San's raw wastewater, upstream of the San Ramon Pumping Station. The initial term of the temporary 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 of two one-year extensions. The parties exercised the final one-year extension as of October 18, 2024, which terminated on January 21, 2026.

Extending the diversion project beyond January 21, 2026 will require a new agreement. DERWA and its Member Agencies' staff worked closely with Central San staff in 2025 to formalize language for a long-term agreement for expanded DERWA water supply. These discussions emphasized the need to have a better understanding of the amount of water required and the extent to which the diversion of this water will or will not impact Central San and/or DSRSD operations.

Therefore, in lieu of moving a long-term agreement forward without first having these answers, staff proposes that DERWA, its Member Agencies, and Central San enter into a Memorandum of Agreement (MOA) to Cooperate on the Development of a Long-Term Seasonal Wastewater Diversion Agreement, with the following purposes:

- A. Define the roles and responsibilities of Central San, DERWA, DSRSD, and EBMUD for completing technical studies needed to inform the development of the Long-Term Seasonal Wastewater Diversion Agreement;
- B. Continue to document mutually agreed upon Guiding Principles for negotiating the Long-Term Diversion Agreement; and
- C. Extend the temporary, seasonal diversion of untreated wastewater from Central San by way of the Diversion Facilities during the term of this MOA.

The MOA is intended to serve as a temporary, interim arrangement that provides for the diversion of supplemental supply while the parties complete the contemplated technical studies and negotiate the Long-Term Seasonal Wastewater Diversion Agreement.

Key points from the initial draft of the MOA include the following. These items may be adjusted based on forthcoming comments from Central San:

1. The proposed term is one year initially, with the option to extend by up to two successive one-year renewal terms.
2. The MOA outlines the following actions, in sequence: (a) finalization and approval of the MOA; (b) DERWA's commitment of funding for expenses associated with the technical studies; and (c) initiation and work toward completion of the technical studies by December 31, 2026.

3. The technical studies will be paid/managed by DERWA (e.g., Central San Study) and/or managed by a DERWA Member Agency and reimbursed by DERWA (e.g., DSRSD system studies). Technical studies are discussed further under Item 8.B on this same agenda.
4. DERWA, DSRSD, EBMUD, and Central San will continue development of a Long-Term Diversion Agreement, which will be informed by the technical studies.
5. The diversion of up to 0.7 MGD as previously provided through the temporary agreement, as well as the associated operational and reporting requirements described in the prior temporary agreement, will remain in effect through the term of the MOA.

An initial draft of the MOA has been reviewed and discussed by Member Agency staff. Central San staff are currently reviewing the draft MOA and will return comments in early February. In order to continue the temporary diversion of supplies, initiate and oversee technical studies, and provide sufficient time to negotiate and execute the Long-Term Seasonal Wastewater Diversion Agreement, the Authority Manager requests DERWA Board authorization by resolution to finalize the MOA with concurrence by Member Agency staff, Counsel, and DERWA Counsel, and to execute the MOA with Central San.

Recommendation:

The Authority Manager and Counsel recommend the DERWA Board of Directors authorize, by Resolution, the Authority Manager, with concurrence by Member Agency staff, Counsel, and DERWA Counsel, to finalize and execute a Memorandum of Agreement with Central Contra Costa Sanitary District to conduct technical studies and Cooperate on the Development of a Long-Term Seasonal Wastewater Diversion Agreement.

Attachment:

1. Resolution No. 26-1

DERWA
RESOLUTION NO. 26-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE DUBLIN SAN RAMON SERVICES DISTRICT-EAST BAY MUNICIPAL UTILITY DISTRICT RECYCLED WATER AUTHORITY AUTHORIZING AND DIRECTING THE AUTHORITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH CENTRAL CONTRA COSTA SANITARY DISTRICT TO COOPERATE ON THE DEVELOPMENT OF A LONG-TERM SEASONAL WASTEWATER DIVERSION AGREEMENT

WHEREAS, in February 2019, the DSRSD-EBMUD Recycled Water Authority (DERWA) and Central Contra Costa Sanitary District (Central San) executed a temporary agreement for DERWA to divert 0.7 million gallons per day (MGD) of Central San's raw wastewater, upstream of the San Ramon Pumping Station; and

WHEREAS, the term of the temporary agreement and available extensions have terminated on January 21, 2026; and

WHEREAS, extending the diversion project beyond January 21, 2026 will require a new long-term or interim Diversion Agreement; and

WHEREAS, DERWA, its Member Agencies' staff, and Central San staff, while working toward this future agreement, have identified the need for the completion of three technical studies to better understand the amount of water required and the extent to which the diversion of this water will or will not impact Central San and/or DSRSD operations; and

WHEREAS, DERWA and its Member Agency staff recommend that DERWA, its Member Agencies, and Central San enter into a Memorandum of Agreement (MOA) to Cooperate on the Development of a Long-Term Seasonal Wastewater Diversion Agreement to: (1) define the roles and responsibilities of Central San, DERWA, DSRSD, and EBMUD for completing the technical studies; (2) continue to document mutually agreed upon Guiding Principles for negotiating the Long-Term Diversion Agreement; and (3) extend the temporary, seasonal diversion of untreated wastewater from Central San by way of the Diversion Facilities during the term of this MOA; and

WHEREAS, the MOA is intended to serve as a temporary, interim arrangement that provides for the diversion of supplemental supply while the parties complete the contemplated technical studies and negotiate the Long-Term Seasonal Wastewater Diversion Agreement; and

WHEREAS, the Board of Directors has considered all the oral and written information presented.

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

DERWA
Res. No. 26-1

Contra Costa, California, authorize and direct the Authority Manager to execute a Memorandum of Agreement with Central Contra Costa Sanitary District to cooperate on the development of a long-term seasonal wastewater diversion agreement.

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 Regular Meeting held on the 2nd day of February 2026, and passed by the following vote:

AYES:

NOES:

ABSENT:

DERWA Chair

ATTEST

Nicole M. Genzale, Authority Secretary

Item 8.B

DERWA Summary & Recommendation

Authorize Authority Manager to Finalize and Execute Agreement with CDM Smith for Central Contra Costa Sanitary District Evaluation Technical Study

Summary:

DERWA and Central Contra Costa Sanitary District (Central San) have discussed the need for three technical studies to review and understand potential operational and maintenance impacts to Central San that might be associated with a proposed long-term agreement to increase seasonal water diversions by DERWA from Central San from the existing interim flow of 0.7 million gallons per day (MGD) to up to 2.7 MGD (Technical Studies). These Technical Studies include: (1) an evaluation of potential changes to the Central San wastewater collection system (including pumping) that would arise from the proposed increased diversions; (2) an evaluation of potential impacts to the DSRSD wastewater collection system related to increased wastewater inflows; and (3) an evaluation of potential impacts to the DSRSD wastewater treatment operations as related to the increased flows.

Central San and DSRSD have received proposals for the three Technical Studies as follows:

- 1) Central San evaluation (CDM Smith): \$226,000
- 2) DSRSD Collection System evaluation (Woodard & Curran): \$18,000
- 3) DSRSD Wastewater Treatment Plant evaluation (Brown & Caldwell): \$72,000

Upon execution of a Memorandum of Agreement (MOA), DERWA will be responsible for the Technical Studies, including management of the Central San evaluation study that will be completed by CDM Smith with involvement and review by Central San staff. Therefore, DERWA plans to contract directly with CDM Smith for the Central San evaluation Technical Study.

CDM Smith has provided a proposal for this work, which is included in draft form as Exhibit A of Attachment 1. A draft agreement template used by DSRSD is proposed for DERWA's agreement with CDM Smith and is included as Attachment 1. The agreement form in Attachment 1 includes Central San's comments and has been reviewed by DERWA Counsel. The proposed cost for the Central San evaluation Technical Study is \$226,000. The proposed budget for Permanent Supplemental Water Supply (Planning) has sufficient funds for these studies.

The Central San evaluation Technical Study will inform the development of a Long-Term Seasonal Wastewater Diversion Agreement between DERWA and Central San, which is currently on hold until all of the Technical Studies are completed within the year. Due to the short timeframe available for contracting and completion of the Technical Studies, the Authority Manager requests DERWA Board authorization to finalize the scope of services and contract terms, with concurrence by Member Agency staff and DERWA Counsel, and to execute an agreement with CDM Smith for the Central San evaluation Technical Study.

Recommendation:

The Authority Manager and Counsel recommend the DERWA Board of Directors authorize, by Motion, the Authority Manager, with concurrence by Member Agency staff and DERWA Counsel, to execute an agreement with CDM Smith for the Central San evaluation Technical Study, for an amount not to exceed \$226,000.

Attachment:

1. Draft Contract Template and Scope of Work

DRAFT 01.26.2026

AGREEMENT for CONSULTING SERVICES
WITH
CDM SMITH

THIS AGREEMENT, made and entered into this ____ day of _____, 2026 by and between Dublin San Ramon Services District – East Bay Municipal Utility District Recycled Water Authority, a joint powers agency in the counties of Alameda and Contra Costa, California ("DERWA") and CDM Smith ("Consultant"), 2300 Clayton Road, Ste. 950 Concord, CA 94520, (925) 933-2900;

WHEREAS, DERWA requires professional engineering consulting services; and

WHEREAS, Consultant's principals are duly licensed engineers in the State of California and Consultant represents that it is experienced in performing, and uniquely qualified to perform, the professional engineering consulting services; and

WHEREAS, DERWA desires to engage Consultant for such services; and

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES. Consultant shall perform assignments in accordance with the terms and conditions of this Agreement. Services authorized under this Agreement include planning-level engineering and technical consulting services related to evaluation of wastewater diversion alternatives, including review of available background information and existing data, evaluation of hydraulic, electrical, and operational considerations, and development of planning-level capital and life-cycle estimates, as described in the Scope of Services included as Exhibit "A" hereof, attached hereto, and by reference incorporated herein. Work includes participation in meetings and workshops, preparation of draft and final planning-level technical memoranda or reports, and coordination with DERWA staff, its member agencies' staff, and Central Contra Costa Sanitary District ("Central San") staff and stakeholders.

2. COMPENSATION. DERWA shall compensate Consultant for all services performed by Consultant pursuant to Paragraph 1 in an amount equal to Consultant's hourly rates of charge for Consultant's personnel times the number of hours, or portions thereof, of services correspondingly performed by said personnel. Said rates of charge are set forth in Exhibit "A". Said rates may be adjusted, from time to time, upon written approval of DERWA.

DERWA shall reimburse Consultant for other expenses directly incurred in performing services hereunder, if any, described in Exhibit "A."

Compensation and reimbursement of expenses shall be payable by DERWA within thirty (30) days upon receipt of billing by Consultant. Billing by Consultant to DERWA shall not be more often than monthly for services performed. The billing shall include an itemized statement briefly describing the services rendered and costs incurred and the authorized amount remaining.

3. RECORDS. Consultant shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by Consultant

hereunder. Said records shall be available to DERWA for review and copying during regular business hours at Consultant's place of business, or as otherwise agreed upon by the parties.

4. **NON-ASSIGNABILITY.** Consultant shall not subcontract, assign, sell, mortgage, hypothecate or otherwise transfer its interest or obligations in this agreement in any manner, without the express prior written consent of DERWA, which consent shall not be unreasonably withheld. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant, upon DERWA's written consent, from employing such independent consultants, associates, and subcontractors as may be necessary to assist in the performance of the services hereunder. Nothing herein shall be construed to give any rights or benefits to anyone other than DERWA and Consultant.

5. **STATUS.** In the performance of services hereunder, Consultant shall be, and is, an independent contractor, and shall not be deemed to be an employee or agent of DERWA.

6. **PERIOD OF SERVICE.** Unless extended by the DERWA Authority Manager, this Agreement shall expire on June 30, 2027.

7. **PERFORMANCE STANDARDS.** In performing services hereunder, Consultant shall adhere to the standards generally prevailing for the performance of expert technical and consulting services similar to those to be performed by Consultant hereunder, shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy the foregoing standard of care. All drawings and specifications requiring certification by a Professional Engineer shall bear the stamp and signature of a registered engineer in the State of California.

Any costs incurred by DERWA (including but not limited to additional planning costs, design costs, construction costs, and construction management costs, to the extent that any such costs are recoverable under California law) and used to correct deficiencies caused by Consultant's negligent errors and omissions or willful misconduct shall be borne solely by the Consultant.

DERWA is relying upon the Consultant's qualifications concerning the services furnished hereunder and, therefore, the fact that the DERWA has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

8. **TERMINATION.** Either party may terminate this Agreement without cause by giving the other party written notice thereof not less than sixty (60) days in advance of the effective date of termination, which date shall be included in said notice.

In the event of such termination, DERWA shall compensate Consultant for services rendered to the date of termination, as the case may be, calculated in accordance with the provisions of Paragraph 2. In ascertaining services actually rendered to the date of termination, consideration shall be given both to work completed and work in process of completion. Nothing herein contained shall be deemed a limitation upon the exercise of the right of District to terminate this Agreement for cause, or otherwise to exercise such legal or

equitable rights, and to seek such remedies as may accrue to DERWA, or to authorize Consultant to terminate this Agreement for cause.

9. TITLE TO, POSSESSION OF, AND RELIANCE UPON DOCUMENTS. All documents, work products, plans, specifications, negatives, drawings, computer disks, electronic tapes, renderings, data reports, files, estimates and other such papers, information and materials (collectively, "materials"), or copies thereof (except proprietary computer software purchased or developed by Consultant) obtained or prepared by Consultant pursuant to the terms of this Agreement, shall become the property of DERWA. DERWA and Consultant shall, from time to time, specify which materials Consultant shall deliver to DERWA ("Deliverables"). Deliverables are intended to, and may, be relied upon by DERWA, or others designated by DERWA, where appropriate, for those purposes for which DERWA requested their preparation, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to the California Environmental Quality Act ("CEQA") or the National Environmental Policy Act ("NEPA") or similar statutes. Consultant will not be responsible for use of Deliverables, or portions thereof, for any purpose other than those specified in the preceding sentence.

Materials not delivered to DERWA ("Non-Deliverables") shall be retained by Consultant, but Consultant shall provide DERWA access to such Non-Deliverables at all reasonable times upon DERWA's request. DERWA may make and retain copies of all Non-Deliverables, at DERWA's expense, for information and reference. Unless otherwise specified in writing by Consultant, use thereof for any purpose other than the purpose for which the Non-Deliverables were prepared, or for use in connection with planning-level activities including, without limitation, the preparation of environmental documentation pursuant to CEQA or NEPA or similar statutes, shall be at the user's sole risk.

10. COMPLIANCE WITH LAWS. In performance of this Agreement, Consultant shall exercise due professional care in compliance with all applicable federal, state and local laws, rules, regulations, orders, codes, criteria and standards. Consultant shall procure all permits, certificates, and licenses necessary to allow Consultant to perform the Services specified herein. Consultant shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant under a Task Order.

Consultant shall comply at all times with California Occupational Safety and Health Act ("OSHA") regulations regarding necessary safety equipment or procedures and shall take all necessary precautions for safe operation of its work, and the protection of its personnel and the public from injury and damage from such work.

11. NON-DISCLOSURE OF PROPRIETARY INFORMATION. Consultant shall consider and treat all drawings, reports, studies, design calculations, specifications, and other documents and information provided to Consultant by District or Central Contra Costa Sanitary District ("Central San") in furtherance of this Agreement to be proprietary information of the providing party, unless said information is available from public sources other than District or Central San. Consultant shall not publish or disclose District or Central San's proprietary information for any purpose other than in the performance of services hereunder without the prior written authorization of the providing party or in response to

legal process. Nothing herein contained shall be deemed to abrogate compliance with the California Public Records Act (Government Code Section 6250, et seq.); provided that District shall determine and advise Consultant which documents it provides, if any, are required to be disclosed under said Act, and Central San shall do the same with respect to documents it provides, if any.

12. **INSURANCE**. Consultant shall procure and maintain for the duration of this Agreement, and any Task Orders issued hereunder, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

C. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (*Not required if consultant provides written verification it has no employees.*)

D. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant’s profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Status: The District, its officers, officials, employees, and volunteers, as well as Central San, its officers, officials, employees and volunteers, are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

B. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

C. Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

D. Umbrella or Excess Policy: The Consultant may use Umbrella or Excess Policies to provide liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including but not limited to, primary and noncontributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

E. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

F. Waiver of Subrogation: Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

G. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

H. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

I. Claims Made Policies: If any of the required policies provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for *at least five (5) years after completion of the contract of work.*

iii. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years after completion of contract work.*

J. Verification of Coverage: Consultant shall furnish the District with original certificates and amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

K. Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

L. Special Risks or Circumstances: District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. **INDEMNIFICATION.** Consultant shall hold harmless, indemnify and defend District, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents, and Central San, its governing Board of Directors, other boards, commissions, committees, officers, officials, employees, volunteers, and agents (collectively, "Indemnitees") from and against all claims for liability, losses, damages, expenses, costs (including, without limitation, costs and fees of litigation) of every nature, kind and description, which may be brought against or suffered or sustained by Indemnitees, to the extent caused in whole or in part by the negligence, intentional tortious acts or omissions, or willful misconduct of Consultant, its officers, employees or agents, in the performance of any services or work pursuant to this Agreement or any Task Order issued hereunder, excepting therefrom such liability, losses, or damage which was solely caused by the willful misconduct of Indemnitees. Consultant's duty to indemnify and save harmless shall include the duty to defend as set forth in California Civil Code Section 2778; provided, that nothing herein contained shall be construed to require Consultant to indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.

A. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination, which includes a finding

that there was no negligence on the part of Consultant, its officers, employees or agents, District shall refund to Consultant all defense costs, judgments and/or amounts paid by Consultant on behalf of Indemnitees.

B. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is resolved by a final judicial determination which includes a finding as to the respective negligence of Consultant, its officers, employees or agents and any Indemnitee(s), then District shall be responsible to pay that portion of the judgment attributed to Indemnitee(s), and shall refund to Consultant a pro rata share of any defense costs expended on behalf of Indemnitees.

C. In the event Consultant provides a defense pursuant to this Paragraph and such action or other claim is finally resolved by any other means than those stated in Paragraphs 13(a) and 13(b), or in the event Consultant fails to provide a defense to Indemnitees, Consultant and District shall meet and confer in an attempt to reach a mutual agreement regarding the apportionment of costs (including attorneys' fees), judgments and/or amounts paid by Consultant and/or Indemnitees. In the event Consultant and District are unable to reach agreement regarding such an apportionment, said dispute shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date a demand for arbitration is submitted. The arbitration panel shall award the prevailing party its costs (including attorneys' fees) incurred in the arbitration.

D. Notwithstanding anything in this Section 13 to the contrary, Consultant shall not be liable for consequential or special damages pursuant to this Agreement or any Task Order hereunder, unless a final judicial determination is made, which includes a finding that the liability, losses, or damage were solely caused by the willful misconduct of Consultant, its officers, employees, or agents.

14. **COVENANT AGAINST CONTINGENCY FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fees, gifts or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability or at District's discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fees, gifts or contingent fee.

15. **ECONOMIC DISCLOSURE.** Upon District's determination that the services provided through this Agreement involve making, or participation in making, decisions which may foreseeably have a material effect on a financial interest, Consultant and/or any of its employees identified by District shall prepare and file an Economic Disclosure Statement(s) consistent with District's local conflict of interest code and the Political Reform Act.

16. PARAGRAPH HEADINGS. Paragraph headings as used herein are for convenience only and shall not be deemed to be a part of any such paragraph and shall not be construed to change the meaning thereof.

17. WAIVER. A waiver by either District or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18. SURVIVABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

19. INTEGRATION AND MODIFICATION. This Agreement, together with the Compensation Schedule setting forth Consultant's rates and charges and compensable expenses, attached hereto as Exhibit "A," is adopted by District and Consultant as a complete and exclusive statement of the terms of this Agreement between District and Consultant, except to the extent revised and/or implemented through issuance of Task Orders hereunder. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the District and Consultant, whether written or oral; *provided, however, that Consultant is expressly authorized to continue, complete, and be fully compensated by District for all work authorized, approved and begun, prior to the effective date of this Agreement, according to the terms of said agreement and/or any Task Orders issued by the District pursuant thereto.*

20. AMENDMENTS. This Agreement may be amended or supplemented by the parties by written agreement approved and executed in the same manner as this Agreement.

21. SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the respective successors, executors, administrators, assigns, and legal representatives to the parties.

22. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

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 30 days of providing written notice may initiate mediation. Either party within 60 days of having participated in the first mediation session may provide notice of termination of mediation and thereafter proceed with whatever remedies it may choose in law or in equity.

24. NOTICES. All notices to be given hereunder shall be written, and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To DERWA: Vivian Housen
DERWA Authority Manager
7051 Dublin Boulevard
Dublin, CA 94568

To Consultant: Lauren R. Sullivan
Principal in Charge
CDM Smith
2300 Clayton Road, Ste. 950
Concord, CA 94520

25. Third Party Beneficiary. Central San is a third party beneficiary of this Agreement and may enforce its terms. There are no other third party beneficiaries to the Agreement.

26. ELECTRONIC SIGNATURES. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written.

DUBLIN SAN RAMON SERVICES DISTRICT-EAST
BAY MUNICIPAL UTILITY DISTRICT RECYCLED
WATER AUTHORITY, a joint powers agency

By _____
Vivian Housen, Authority Manager

Attest:

Nicole Genzale, Authority Secretary

Consultant
CDM SMITH

Lauren R. Sullivan, Principal in Charge

Exhibit A
to Agreement for Consulting Services

Scope of Services, Rates, and Fees



2300 Clayton Road, Ste. 950
Concord, CA 94520
(925) 933-2900

DERWA Diversion Alternatives Analysis

Draft Scope of Work

To: Central Contra Costa Sanitary District

From: CDM Smith

Date: January 6, 2025

Project Background and Objectives

Central San and DSRSD are exploring opportunities to increase diversion of wastewater from the Central San Ramon Pump Station to the DSRSD Wastewater Treatment Facility during summer months.

Key Objectives:

- Assess feasible technical alternatives for seasonal flow diversion.
- Evaluate hydraulic, structural, electrical, and operational implications.
- Estimate capital and life-cycle costs for each alternative.
- Recommend a preferred alternative.

Task 1 – Project Management

The Project Management task is intended to provide sufficient oversight of the project relative to meeting scope, schedule, budget, and quality expectations. Specific subtasks, meetings, deliverables, and assumptions and exclusions are listed below.

Subtasks:

1.1 Progress Meetings – Project manager and Principal in Charge will attend a bi-weekly 30-minute virtual meeting to discuss general project progress, including updates on work completed-to-date, remaining work, schedule, and budget status. Optional technical support leads may participate in meetings as deemed important to the project.

1.2 Monthly Invoices – Monthly invoices will be prepared and submitted according to standards together with a formal monthly progress report.

1.3 QA/QC - All project deliverables, including calculations, analyses and modeling, will be reviewed for quality and accuracy according to CDM Smith's quality management system.

1.4 Project Schedule – A base project execution schedule outlining all milestones, deliverables, and workshops will be developed. This schedule will be updated regularly and communicated throughout the project lifecycle.

Meetings

- Bi-weekly progress meetings (30-minute; virtual)

Deliverables

- Monthly progress reports & invoices
- Progress meetings minutes
- Project Schedule

Assumptions

- For visual site visits (i.e. tours), Consultant will follow Central San safety requirements and participate in safety tailgate prior to visiting the site.
- Progress meetings will be attended by the CDM Smith Project Manager and Principal-in-Charge. Additional technical staff will be added as necessary.

Task 2 – Project Kickoff and Data Collection

The project kickoff and data collection task are intended to allow the team to review and become familiar with relevant available data and previous studies and reports that will be used in the subsequent tasks. Specific subtasks, meetings, deliverables, and assumptions and exclusions are listed below.

Subtasks:

2.1 Review Existing Data – In this subtask the project team will review available and relevant information limited to: as-builts of pump station, diversion box, and conveyance systems; GIS information; hydraulic modeling data, O&M manuals; previous studies (Dana Hunt, etc.); pump curves; flow and pump station operation data. This subtask includes a kickoff meeting to review project scope and objectives and

development of a data gaps memo to document any missing data that is needed for the analysis. A key objective of this subtask is to understand the capabilities and limitations of existing facilities as diversion alternatives are being identified and evaluated. The desired diversion rate is all of the flow.

2.2 Site Visit – Three members of the project team will visit the pump station and diversion structure to observe the facility, talk with operators (if available), and observe current operations, which may include limited data collection.

Meetings

- **Kickoff meeting** – 90-minute virtual meeting to be attended by three (3) CDM Smith staff. CDM Smith will prepare the agenda, meeting materials, and meeting minutes.

Deliverables

- Kick-off Meeting agenda/minute
- Data gaps will be identified and agreed by email and during progress meeting minutes

Assumptions/Exclusions

- Site visits for field verification will be conducted by three (3) individuals over a maximum of one (1) day.
- Any information that cannot be verified in the field or against the as-builts will be discussed with CCSD to determine the necessary assumptions in lieu of the missing information.
- If additional time on site is required to verify field information to collect data beyond the planned one-day period, Central San will be responsible for completing the remaining field verification. Alternatively, CDM Smith can issue an amendment to perform additional field investigations.
- Central San to provide access, open vaults/manholes, etc. (no confined space entry).
- As-builts are available electronically (no visit to plan room, etc.). GIS files for the project area will be available for developing figures.

- The Central San Hydraulic data to be reviewed will be from previously completed reports and will not include detailed review of the InfoWorks ICM model. CDM Smith understands the InfoWorks ICM model to be owned by Central San. Woodard & Curran will provide hydraulic modeling support on the Central San Collection System under the CDM Smith umbrella and contract separately with Dublin San Ramon Services District (DSRSD) to provide hydraulic modeling support for DSRSD Collection System.
- As part of the data gap analysis, the reports mentioned below will be reviewed. These reports will be provided by Central San electronically in an organized format accessible via standard software tools (i.e. Microsoft Office applications and pdf).
 - Flow data for San Ramon Pump Station (Dry and Wet Weather).
 - Flow data for diversion flow (battery powered flow meter)
 - Standard operating procedure (SOP) for existing diversion activities performed during summer. (Note: the existing SOP for diversion activities may not apply to future diversion scenarios)
 - Draft technical memorandums and modeling scenarios for all evaluations performed to date related to San Ramon Pump Station.
 - Draft memorandum summarizing capacity analysis of existing San Ramon Triplex (Performed by Dana Hunt)
 - Master Planning Documents relevant to subject service area.
- Electrical and control evaluations are based on review of existing data (e.g. record drawings, previous reports, etc.). Field verification or testing for these disciplines is not included.

Task 3 – Alternatives Analysis

The alternatives analysis task is intended to develop potential alternatives, define evaluation criteria, perform necessary technical analyses, and quantitatively and qualitatively evaluate and rank the alternatives so a preferred alternative or alternatives can be selected.

Subtasks:

3.1 Alternative Brainstorming and Course Screening – In this subtask, the project team will lead a 2-hour in-person workshop with stakeholders to brainstorm

potential alternatives that should be further investigated. CDM SMith will develop up to six alternatives prior to the meeting and screen for fatal flaws or major technical drawbacks. The objective of the meeting will be to narrow the alternatives down to no more than three (3) by identifying any major drawbacks that are likely to make the alternative unattractive. For the purposes of scope definition, it is assumed three alternatives will be carried into the subsequent subtasks including:

- Alternative 1 – Gravity diversion
- Alternative 2 – Pumped diversion using existing pumps and connection from existing force main to gravity conveyance system
- Alternative 3 – New pump station and dedicated force main to gravity collection system

In the second half of the workshop, the project team will work to define the key evaluation criteria that should be used in the subsequent evaluation. The criteria will include both qualitative and quantitative items. Qualitative items will ultimately be evaluated according to a rating scale (such as poor, average, good, 1-5, etc.). Quantitative items will be evaluated based on the results of the associate technical analysis in subtask 3.2. An initial list of potential criteria include:

- Qualitative:
 - Capacity impacts to existing infrastructure
 - Ability to monitor and control flow to DSRSD, and amount of flow delivered to DSRSD
 - Operation impacts to the pump station (odor, solids, reduced efficiency, equipment wear, impacts during start-up/shut down diversion, ability to resume normal operations during wet weather, etc.)
 - Operations impacts to upstream collection system (odor, solids, corrosion, etc.)
 - Operations impacts to downstream collection system (odor, solids, corrosion, etc.)
 - Implementation complexity (permitting, constructability, bypassing, etc.)

- Reliability
- Flexibility
- Expandability/Phasing

- Quantitative
 - Capital cost
 - Life cycle cost

3.2 Technical Analyses – This subtask includes performing the technical investigations, analyses, and calculations necessary to inform the evaluation of the alternatives developed in subtask 3.1. The following analyses are included in the scope:

3.2.1 Basic design concept figures will be developed for the proposed alternatives including pipe/force main connections, pump station modification schematics, new or modified diversion box concepts, and new auxiliary pump station concepts.

3.2.2 Woodard & Curran will set up two flow scenarios and up to three diversion configurations to evaluate the effects of the diversion on Central San's collection system. The diversion configurations will be provided by CDM Smith. The two flow scenarios are:

- Central San flow under existing dry weather conditions per the latest calibrated hydraulic model under the Central San Sewer System Infrastructure Plan;
- Central San flow under buildout dry weather conditions per the hydraulic model under the Central San Sewer System Infrastructure Plan.

Assumptions include:

- The dry weather flows will be based on the Central San hydraulic model being modified under the current Central San Sewer System Infrastructure Plan.

- Up to three diversion configurations including schematics or drawings provided by CDM Smith.

Woodard & Curran will prepare a brief Technical Memorandum (TM) summarizing the work completed under Task 1 – Hydraulic Modeling to document the results of the model evaluation to include the following information:

- Maximum hydraulic profiles or node depths for sewers upstream and downstream of the diversion extended to the area of influence
- Flow rates and velocities for sewers in influence area.

3.2.3 CDM Smith will coordinate with Woodard & Curran to determine how the proposed diversion impacts the existing conveyance systems.

3.2.4 Using provided pump curves and recent pump station pump status and speed, this analysis will evaluate how a potential pumped diversion will impact the operating point of the existing pumps. The analysis will use spreadsheet-based tools or AFT Fathom software to generate system curves of proposed modifications to demonstrate changes in pump operating points.

3.2.5 High level review of the electrical and control implications of each alternative will be reviewed. Specific objectives include identifying the complexity of any modifications and providing general recommendations on electrical and control items that will require further analysis in future phases.

3.2.6 Changes in flow rates and residences times in sewers and wet wells will be quantified to determine potential operational impacts relative to odor generation and solids settling. Possible odor issues and mitigation measures will be defined at a high level, including items such as more frequent cleaning or odor control systems. Input for this analysis will come from the Woodard & Curran hydraulic modeling efforts described in Task 3.2.2.

3.2.7 Planning level (Class 4) cost estimates will be developed for each alternative. Capital costs will be based on conceptual figures, vendor budgetary quotes, and CDM Smith cost estimating databases. Life cycle costs

will be based on 30 years of pumping costs for the proposed diversion rates vs. existing average pumping during the same time of year and increased O&M cost. Power costs will be based on a single \$/KW-hr provided by Central San. Other O&M costs, such as differences in expected labor, will be provided by Central San if determined to be significant.

3.3 Evaluate Alternatives and Ranking – Using the results of the analyses and investigation in subtask 3.2, the alternatives will be scored and evaluated against the previous established criteria. This subtask will include a virtual workshop to review the results and collaborative score the alternatives.

3.4 Condition/Baseline Assessment – a strategy will be developed to monitor the condition of the facilities as the project is implemented and operated. This plan will identify proposed activities such as CCTV surveys, monitoring, condition assessments, etc.

Meetings

- Alternatives definition and brainstorming workshop (2-hour, hybrid), attended by the PIC, PM, PTL & mid-level engineer as necessary. Assumption that CDM Smith PIC, PM and PTL will attend workshop in-person.
- Alternatives scoring workshop (2-hour, virtual), attended by CDM SMith PIC, PM and PTL.

Deliverables

- Workshops agendas, presentations, and minutes
- Draft Alternatives Analysis Report
- Final Alternative Analysis Report (compile previous comments addressed)

Assumptions/Exclusions

- All alternatives and evaluation criteria will be agreed to by the conclusion of the Alternatives Definition and Brainstorming workshop.
- CDM Smith is assuming no major changes to the alternatives submitted in the draft Alternative Analysis Report.
- A virtual review workshop is assumed for the draft Alternative Analysis Report.

- Central San will compile and consolidate all comments addressed from all parties involved on the draft Alternative Analysis Report to provide consistent direction with one set of review comments.
- CDM Smith assumes one comment review period.
- Condition assessment is planning level only.
- Topographic and utility survey will be coordinated separately by Central San and not included in CDM Smith SOW.
- No physical or CFD modeling of pump station or diversion to be carried out
- No model calibration activities scheduled.
- No structural engineering support expected.
- Figures will be developed using CDM Smith CAD standards or visualization tools appropriate for planning level tasks.
- Central San will provide a basic \$/KW-hr value to use in the life-cycle cost analysis. Labor differences will only be considered if determined to be relevant, in which case Central San will provide labor rates and hours to use in the analysis.
- The hydraulic analysis assumes a response from Woodard & Curran within fifteen (15) days of Notice-to-Proceed to avoid schedule delays.
- Woodward and Curran is responsible for coordination with stakeholders pertaining to scope of work and DSRSD approvals for DSRSD Collection System.
- For the Central San Collection System, CDM Smith will conduct a limited, high-level review of Woodard & Curran's Hydraulic Modeling Analysis; however, CDM Smith assumes no responsibility for the accuracy or completeness of their work.

General Assumptions/Exclusions:

1. All reports are delivered electronically.
2. Project Start date is anticipated in February 2025, including the kick-off meeting and the site visits.
3. Project schedule is assumed to be 7 months; February 2026 – September 2026.
4. It is assumed that a compiled set of comments will be provided on each deliverable in fifteen (15) days after submittal.
5. CDM Smith will not be responsible for Permitting and CEQA. Only a high-level discussion of known permitting issues will be included.

List of Project Deliverables:

Deliverable	Task
Draft Alternative Study Report	3
Final Alternative Study Report	3

CDM Smith Cost Summary

DERWA Diversion Alternatives

Resource Title	Principal In-Charge	APM	PM	PTL	Mid-Level Engineer	Junior Engineer	Senior Analyst	Senior I/C Eng.	BIM Coordinator	Senior Review	Cost Estimate	PMCL	CA	HASP	Admin	PCS	Subcontractor	ODC	
Resource Name	Sullivan, Lauren R	Oroujian, Artin	Ott, Christopher A	Cogger, Brittany A	Cruz, Noel M	Humphrey, Frank	Mariano, John Lawrence J	Rooks, Matthew	Perez, Severo M	Khalkhali, Masoumeh	Cailer, Noel	Rigg, Daynan K	Wood, Christine M	Opem, Paul J	Coyne, Wendy L	Dwivedi, Vishrut Tuhin	Woodward & Curran (10% Mark-up)	Travel	
Hourly Rate	\$334.88	\$306.80	\$334.88	\$228.80	\$255.84	\$114.40	\$301.60	\$301.60	\$170.56	\$204.88	\$146.64	\$334.88	\$204.88	\$228.80	\$146.64	\$117.52	\$1.10		
Total hours	12.00	22.00	135.00	172.00	151.00	139.00	19.00	19.00	24.00	18.00	16.00	4.00	16.00	0.00	18.00	16.00		\$3,000.00	
Task Code	Activity Name	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Amount	Labor Hours	Total Billable
1	Task 1 - Project Management																109.00	\$25,831.52	
1.1	Progress Meetings	4.00	1.00	4.00	4.00												13.00	\$3,901.04	
1.2	Monthly Invoices	1.00	5.00	0.00													22.00	\$5,146.96	
1.3	QA / QC	1.00	1.00	6.00	8.00	4.00	4.00				16.00						40.00	\$9,240.40	
1.4	Project Controls Setup	1.00	12.00	0.00									4.00				33.00	\$7,236.32	
1.5	Project Schedule	0.00	1.00	0.00													1.00	\$306.80	
2	Task 2 - Project Kickoff and Data Collection																193.00	\$46,923.36	
2.1	Kick Off Meeting			2.00	4.00	2.00											8.00	\$2,096.64	
2.2	Review existing info	1.00		16.00	32.00	48.00	48.00	2.00	2.00								149.00	\$31,992.48	
2.3	Site visit			12.00	12.00	12.00											\$3,000.00	36.00	\$12,834.24
3	Task 3 – Alternatives Analysis																479.00	\$152,458.88	
3.1	Alternative Brainstorming and Coarse Screening	1.00		20.00	16.00	9.00	8.00	2.00	2.00								60.00	\$15,410.72	
3.2	Technical Analyses																	\$0.00	
3.2.1	Basic design concepts			13.00	8.00	8.00	8.00	2.00	2.00	12.00							53.00	\$12,398.88	
3.2.2	Hydraulic Model Scenario Evaluation on Central San Collection System (Woodward and Curran)																\$37,840.00	\$41,624.00	
3.2.3	Coordination with Woodward & Curran & Hydraulic Model Analysis			4.00	8.00	4.00	4.00										20.00	\$4,650.88	
3.2.4	Pump curve analysis			4.00	8.00	4.00	12.00										28.00	\$5,566.08	
3.2.5	Electrical and control implications			1.00	2.00	1.00	12.00	12.00									28.00	\$8,145.28	
3.2.6	Odor/operational issues			12.00	16.00	12.00	16.00										56.00	\$12,579.84	
3.2.7	Cost estimating			4.00	4.00	4.00	4.00				16.00						32.00	\$6,081.92	
3.3	Evaluate alternatives and recommendations	1.00		16.00	16.00	16.00	16.00	1.00	1.00	6.00							73.00	\$16,904.16	
3.4	Condition/baseline assessment			1.00	8.00	16.00	8.00										33.00	\$7,173.92	
3.5	Tech. Memo No. 1: Alternatives analysis report - Draft		1.00	8.00	12.00	6.00	4.00			2.00							41.00	\$9,306.96	
3.6	Workshops	2.00		8.00	8.00	2.00	2.00										\$0.00	22.00	\$5,919.68
3.7	Tech. Memo No. 1: Alternatives analysis report - Final		1.00	4.00	6.00	4.00	4.00		6.00								33.00	\$6,696.56	
4	Task 4 - Implementation Schedule (Optional)			0.00	0.00	0.00	0.00										0.00	\$0.00	
4.2	Schedule			0.00	0.00	0.00	0.00										0.00	\$0.00	
Total																		781.00	\$225,213.76



DATE: February 2, 2026

MEMO TO: Board of Directors

FROM: Vivian Housen, Authority Manager

SUBJECT: Authority Manager Update

ADMINISTRATION

Central Contra Costa Sanitary District (Central San) Long-Term Water Supply Agreement.

In February 2019, DERWA and Central San executed a temporary agreement for DERWA to divert 0.7 million gallons per day (MGD) of Central San's raw wastewater upstream of the San Ramon Pumping Station. 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 of two one-year extensions. The parties exercised the final one-year extension as of October 18, 2024. The second extension terminated on January 21, 2026.

Extending the diversion project beyond January 21, 2026, will require a new agreement. DERWA and its Member Agencies' staff met internally and/or with Central San on May 27, July 22, August 19, September 11, 23, and 24, October 16, November 3, 12, and 18, and December 4 to discuss and continue to update the terms of a long-term water supply agreement. These discussions have been very productive. However, they also emphasized the need to have a better understanding of the amount of water required and the extent to which the diversion of this water will or will not impact Central San and/or DSRSD operations.

In lieu of moving a long-term agreement forward without first having these answers, the new approach adds a Memorandum of Agreement (MOA) as an interim step. The MOA would extend the term for the interim supply of 0.7 MGD and initiate the Technical Studies that are needed to further understand potential operational impacts. This MOA and the Technical Studies are presented on this agenda as separate business items for further discussion by the Board.

Second and Third Amendments to the Interim Agreement Related to the Supply and Sale of Recycled Water. On November 18, 2024, DERWA and its Member Agencies executed the second amendment to the agreement that authorizes the connection of five ready-to-connect customers, with a total estimated maximum demand of 0.161 MGD. On December 10, 2025, DERWA and its Member Agencies' staff executed the third amendment to this agreement to extend the term and make adjustments to the customer list.

Two customers have been connected, and work is in progress to connect two additional customers, as follows:

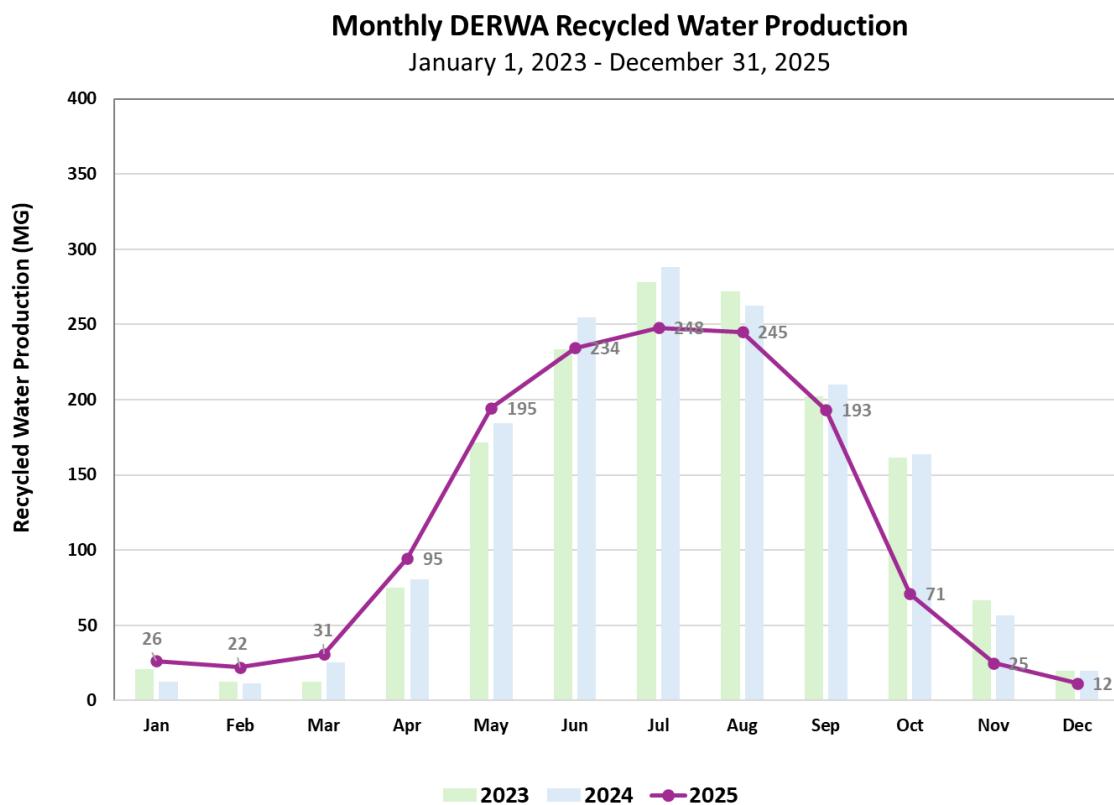
1. EBMUD, City Village Phase 1 – Connected in January 2025
2. EBMUD, City Village Phase 2 – Starting construction with expected completion by March 2026

3. EBMUD, Belmont Senior Homes – On hold until further notice
4. EBMUD, Aspenwood Apartments – Starting construction with connection anticipated in 2026
5. EBMUD, Iron Horse Village (new)
6. EBMUD, Bishop Ranch 3A (new)
7. DSRSD, Dublin Sports Park – Connected in December 2025
8. DSRSD, Butterfly Knoll Park – Removed from list
9. DSRSD, Wallis Ranch Park (new)
10. DSRSD, Forest Park (new)

Staff Meetings. A staff meeting was held on December 17, 2025. In addition, DSRSD and EBMUD staff and the DERWA Authority Manager have met and had follow-up communications to discuss general business and also items for the February Board meeting.

OPERATIONS AND MAINTENANCE

DERWA Recycled Water Production (Calendar Years 2023-2025). Recycled water demands for calendar year 2025 started great, however, with historically cool summer temperatures in the San Francisco Bay Area, the total calendar year production dropped 11% from calendar year 2024 totaling 1,396 million gallons. Early fall storms impacted 4th quarter production, which resulted in winter-like demands for the rest of the year.



Winter Shutdown Maintenance. With DERWA system demands at winter levels, the Operations and Maintenance team has launched the annual winter maintenance program. This period of reduced demand provides a critical opportunity to complete major maintenance activities that are impractical during peak operational months. Winter is strategically selected because lower system demands allow staff to safely shut down portions of the recycled water treatment plant for extended periods. These shutdowns enable maintenance staff to access, inspect, and repair infrastructure that is typically submerged or otherwise inaccessible during normal operations. These inspections are essential to ensuring the long-term reliability, efficiency, and performance of the treatment process.

UV-Channel Recoating Project. The UV channel at the DERWA Recycled Water Treatment Plant has experienced surface degradation over its operational life. Regular maintenance of the UV lamps, which includes acid washing, has been particularly harsh on the concrete surfaces. Over time, this has led to concrete spalling. The resulting rough surface can trap debris, creating pockets where bacteria and pathogens may hide and grow. To address this, a recoating project will be carried out using an epoxy material to restore and protect the concrete, extending its service life. This work will require an 11-day outage of the DERWA Recycled Water Treatment Plant. The outage is not expected to impact customer service due to historically low demand during this period. All necessary mitigations have been implemented to minimize potential disruptions to recycled water customers. The project is scheduled to begin in early February.

Winter Maintenance Updates:

- Holding Basin 4 Wet Well cleaning - Complete
- Pump Station R1 Wet Well cleaning - Complete
- Visual inspections of tanks and channels - Complete
- Install blind flanges (close openings) on the old flocculation tanks - Ongoing
- Permanently install scum skimmer and directional fan - Ongoing
- Drain Sand Filter 1 to sand line and inspect - Ongoing
- UV transmittance meter servicing - Ongoing
- Instrumentation calibration and SCADA system updates - Ongoing
- Facility-wide safety checks and compliance reviews - Ongoing

Operations and maintenance staff will closely coordinate to ensure that all activities are completed with minimal impact to service reliability.