

**AMENDMENT NO. 3 TO THE AGREEMENT FOR PERSONAL SERVICES BETWEEN
DANIEL B. MCINTYRE AND DUBLIN SAN RAMON SERVICES DISTRICT**

THIS AMENDMENT NO. 3 to the Agreement for Personal Services between Daniel B. McIntyre (“General Manager”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 4th day of December 2018.

WITNESSETH:

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services (General Manager) dated April 6, 2016 (the “Agreement”) under which General Manager (also referred to as “Manager”) has provided and continues to provide services for District; and

WHEREAS, the parties heretofore entered into Amendment No. 1 to the Agreement dated December 20, 2016; and

WHEREAS, the parties heretofore entered into Amendment No. 2 to the Agreement dated January 16, 2018; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that it is in the best interest of District to further modify the Agreement with this Amendment No. 3.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Section 1 of Exhibit A titled “COMPENSATION” to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

“COMPENSATION

1. BASE SALARY

1.1 Initial Base Salary Commencing on December 17, 2018, District shall compensate General Manager a base salary of \$24,167 per month (\$290,004 annually), payable in bi-weekly installments in accordance with District’s standard payroll procedures.

1.2. Annual Cost of Living Base Salary Adjustments Subject to satisfactory performance as determined by the Board, at the discretion of the Board and upon Board approval, General Manager’s base salary shall be adjusted (before

any such merit increase has been applied) effective on the first day of the first pay period of Calendar Years 2020, and 2021 by up to 2.75%. The Board, within its discretion, may still determine no cost of living increase, or a lesser cost of living increase, is warranted.”

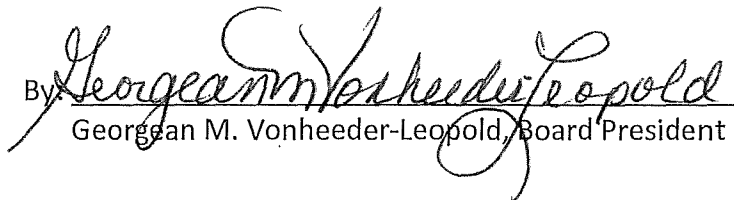
1.3 Annual Merit Increase Adjustment Subject to satisfactory performance as General Manager and accomplishment of goals as assigned by the Board, at the discretion of the Board and upon Board approval, General Manager shall be eligible to receive a merit increase in base salary (before Cost of Living Base Salary Adjustment is applied) up to 1.0% effective on the first day of first pay period of Calendar Year 2020, but shall not be eligible to receive a merit increase in 2021 or thereafter. The Board, within its discretion, may still determine no merit increase, or a lesser increase, is warranted.”

Article 2: After execution, and subject to Board approval, this Amendment No. 3 shall become effective on December 5, 2018 (“Effective Date”).

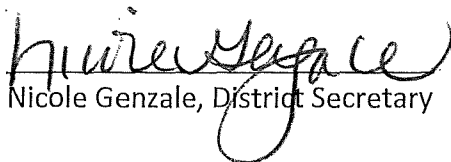
Article 3: In all other respects the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 to the Agreement as of the day and date first hereinabove set forth.

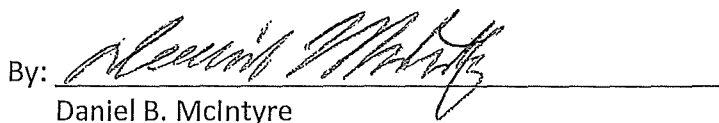
DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency in the State of California

By: 
Georgeann M. Vonheeder-Leopold, Board President

ATTEST:


Nicole Genzale, District Secretary

GENERAL MANAGER

By: 
Daniel B. McIntyre

**AMENDMENT NO. 2 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN DANIEL B. MCINTYRE AND THE DUBLIN SAN RAMON
SERVICES DISTRICT**

THIS AMENDMENT NO. 2 to the Agreement for Personal Services between Daniel B. McIntyre (“General Manager”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 16th day of January 2018.

WITNESSETH :

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services (General Manager) dated April 5, 2016 (the “Agreement”) under which General Manager (also referred to as “Manager”) has provided and continues to provide services for District; and

WHEREAS, the parties heretofore entered into Amendment No. 1 to the Agreement dated December 20, 2016; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that it is in the best interest of District to further modify the Agreement with this Amendment No. 2.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Section 14 titled “AMENDMENT” of the Agreement is hereby superseded and revised in its entirety and shall read as follows:

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

Article 2: Subsection 4.2 is hereby added under Section 4 titled “Availability and Communications” of the Agreement and shall read as follows:

“4.2 District Furnished Communications Device The District shall provide General Manager with use of a mobile device (e.g. smart phone with cell phone, text, and email functionality for business use only.”

Article 3: Section 1 of Exhibit A titled “COMPENSATION” to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

“COMPENSATION

1. BASE SALARY

1.1 Initial Base Salary Commencing on January 17, 2018, District shall compensate General Manager a base salary of \$23,016 per month (\$276,192 annually), payable in bi-weekly installments in accordance with District’s standard payroll procedures.

1.2. Annual Cost of Living Base Salary Adjustments Subject to satisfactory performance as determined by the Board, at the discretion of the Board and upon Board approval, General Manager’s base salary shall be adjusted (before any such merit increase has been applied) effective on the first day of the first pay period of Calendar Years 2019, 2020, and 2021 by up to 2.75%. The Board, within its discretion, may still determine no cost of living increase, or a lesser cost of living increase, is warranted.”

1.3 Annual Merit Increase Adjustment Subject to satisfactory performance as General Manager and accomplishment of goals as assigned by the Board, at the discretion of the Board and upon Board approval, General Manager shall be eligible to receive a merit increase in base salary (before Cost of Living Base Salary Adjustment is applied) up to 3.5% effective on the first day of the first pay period of Calendar Year 2019, up to 1.0% effective on the first day of first pay period of Calendar Year 2020, but shall not be eligible to receive a merit increase in 2021 or thereafter. The Board, within its discretion, may still determine no merit increase, or a lesser increase, is warranted.”

Article 4: Subsections 2.1.1, 2.1.2, and 2.1.5 under Subsection 2.1 (“Medical Insurance”) of Section 2 titled “HEALTH & WELFARE/INSURANCE” of Exhibit B to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

2 “HEALTH & WELFARE/INSURANCE”

2.1 Medical Insurance

2.1.1 Availability The District is committed to providing medical insurance to Manager. The District currently obtains its medical insurance through CalPERS and shall endeavor to continue that coverage through 2021. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. The District shall endeavor to provide a medical insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans.

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

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the employee’s situation. Manager shall pay the balance of the cost incurred in excess of the medical insurance premium Maximum Contribution. If the medical insurance premium of the plan Manager selects is less than the District Maximum Contribution, the District shall only pay the amount of the premium cost of the selected plan.

Beginning on March 1, 2018 through the end of calendar year 2018, the District medical insurance premium Maximum Contribution is as follows:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

Effective January 1, 2019, Manager will share in the cost of future medical insurance premium increases above the Kaiser rate as described in the example below.

Each year, cost increases in the Kaiser medical insurance premium rates will be shared 50% by the District and 50% by Manager. For calendar year 2019, the Kaiser premium rates for 2019 will be compared to the District Maximum Contribution for 2018; if the Kaiser rate is higher than the 2018 District Maximum Contribution, then the new District Maximum Contribution will be calculated by adding 50% of the increase to the Kaiser 2018 premium rate to establish the Maximum Contribution for calendar year 2019.

If the Kaiser premium rate for 2019 is less than the District Maximum Contribution for 2018, then the District Maximum Contribution rate for calendar year 2019 will be:

	Employee Only	Employee + 1 Dependent	Employee + 2 or more Dependents
District Maximum Contribution	\$780.00	\$1,560.00	\$2,028.00

For calendar year 2020, the Kaiser premium rates for 2020 will be compared to the District Maximum Contribution for 2019; if the Kaiser rate is higher than the 2019 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2020 premium rate over the 2019 District Maximum Contribution, then adding it to the 2019 District Maximum Contribution, to establish the new Maximum Contribution for calendar year 2020.

If the Kaiser premium rate for 2020 is less than the District Maximum Contribution for 2019, then the District Maximum Contribution rate for calendar year 2020 will remain the same as the Maximum Contribution amount for 2019.

For calendar year 2021, the Kaiser premium rates for 2021 will be compared to the District Maximum Contribution rates for 2020; if the Kaiser rate is higher than the 2020 District Maximum Contribution, then the new District Maximum Contribution will be calculated by taking 50% of the increase in the Kaiser 2021 premium rate over the 2020 District Maximum Contribution, then adding it to the 2020 District Maximum Contribution, to establish the Maximum Contribution for calendar year 2021.

If the Kaiser premium rate for 2021 is less than the District Maximum Contribution for 2020, then the District Maximum Contribution rate for calendar year 2021 will remain the same as the Maximum Contribution amount for 2020.

EXAMPLE

	Premium	Increase from Maximum Contribution	DSRSD Share of Increase	Manager Share of Increase	District Max Contribution
Max Contribution 2019	\$ 2,028	(example assumes Kaiser rate decreased in 2019)			
Kaiser Rate 2020	\$ 2,195	\$ 167	\$ 83.50	\$ 83.50	\$ 2,112

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

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

Article 5: Subsection 4.1 and Subsection 4.2 of Section 4 titled "LEAVE BENEFITS" of Exhibit B to the Agreement are hereby superseded and revised in their entirety and shall read as follows:

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

Article 6: After execution, and subject to Board approval, this Amendment No. 2 shall become effective on January 17, 2018 ("Effective Date").

Article 7: In all other respects the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 to the Agreement as of the day and date first hereinabove set forth.

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

By: Georgean M. Vonheeder-Leopold
Georgean M. Vonheeder-Leopold, Board
President

ATTEST: .

Nicole Genzale
Nicole Genzale, District Secretary

GENERAL MANAGER

By: Daniel B. McIntyre
Daniel B. McIntyre

**AMENDMENT NO. 1 TO THE AGREEMENT FOR PERSONAL SERVICES
BETWEEN DANIEL B. MCINTYRE AND THE DUBLIN SAN RAMON
SERVICES DISTRICT**

THIS AMENDMENT NO. 1 to the Agreement for Personal Services between Daniel B. McIntyre (“General Manager”) and the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), is made and entered into this 20th day of December 2016.

WITNESSETH :

WHEREAS, the parties heretofore entered into that certain Agreement for Personal Services (General Manager) dated April 5, 2016 (the “Agreement”) under which General Manager has provided services for District; and

WHEREAS, the Board of Directors of the District (the “Board”) has determined that it is in the best interest of District to further modify the Agreement, as amended, with this Amendment No. 1.

NOW, THEREFORE, the parties hereto agree as follows:

Article 1: Exhibit 1- Section 1. COMPENSATION- BASE SALARY - of the Agreement, as amended, is hereby revised in its entirety and shall read as follows:

“COMPENSATION

1. BASE SALARY

1.1 Initial Base Salary Commencing on the Effective Date of Amendment No. 1 to the Agreement, District shall compensate General Manager a base salary of \$21,713.00 per month (\$260,556.00 annually), payable in bi-weekly installments in accordance with District’s standard payroll procedures.

1.2. Annual Cost of Living Base Salary Adjustments Subject to satisfactory performance as determined by the Board, Manager’s base salary shall be adjusted (before any such merit increase has been applied) effective on the first day of the first pay period of Calendar Years 2018 and 2019 by the percent change in the CPI Index (Consumer Price Index – All Urban Wage Earners, Not Seasonally

Adjusted, San Francisco-Oakland-San Jose, CA, All Items 1982-84=100, series ID CWURA422SAO) for the twelve (12) month period ending October with a zero percent floor.

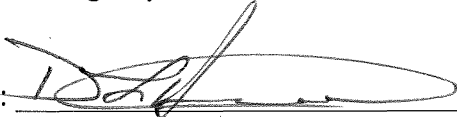
1.3 Annual Merit Increase Adjustment Subject to satisfactory performance as General Manager and accomplishment of goals as assigned by the Board, at the discretion of the Board and upon Board approval, General Manager shall be eligible to receive a merit increase in base salary (before CPI Index has been applied), ranging from 3.14% to 3.62%, effective on the first day of the first pay period of Calendar years 2018 and 2019. The Board, within its discretion, may still determine no merit increase is warranted.”

Article 2: After execution, this Amendment No. 1 shall become effective on December 19, 2016 (“Effective Date”).

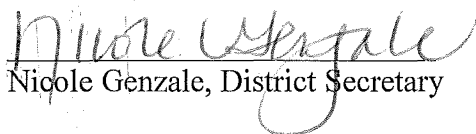
Article 3: In all other respects the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Agreement as of the day and date first hereinabove set forth.

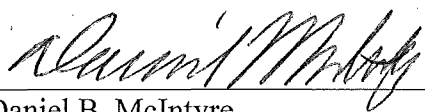
DUBLIN SAN RAMON SERVICES DISTRICT,
a public agency in the State of California

By: 
D.L. (Pat) Howard
President, Board of Directors

ATTEST:


Nicole Genzale, District Secretary

GENERAL MANAGER

By: 
Daniel B. McIntyre

AGREEMENT FOR PERSONAL SERVICES

DANIEL B. McINTYRE

THIS AGREEMENT FOR PERSONAL SERVICES (“Agreement”), is made and entered into this WK day of April, 2016 (the “Effective Date”) by and between the Dublin San Ramon Services District, a public agency of the State of California in the Counties of Alameda and Contra Costa (“District”), and Daniel B. McIntyre (“General Manager”).

W I T N E S S E T H:

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

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

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

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

WHEREAS, the Board desires to appoint and employ General Manager and General Manager desires to accept said appointment and employment subject to the terms and conditions of this Agreement.

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

- 1. SERVICES** From and after the Effective Date, General Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the office of General Manager as described in the specifications for said position as approved by the Board as of the Effective Date and as such specifications may, from time to time, be amended by the Board. General Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the Board and the District. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, community services districts. Notwithstanding any other provision, General Manager shall serve at the pleasure of the Board and may be discharged at any time with or without cause.
- 2. COMPENSATION** The District shall provide compensation to General Manager in the form of Base Salary and Deferred Compensation as specified in “Exhibit 1” attached hereto and by this reference made a part hereof.
- 3. BENEFITS** The District shall provide a benefits package to General Manager consisting of a retirement program, various types of insurance and various types of leave as specified in “Exhibit 2” attached hereto and by this reference made a part hereof.
- 4. SUPPLEMENTAL BENEFITS** The District shall provide a supplemental benefits package to General Manager as specified in “Exhibit 3” attached hereto and by this reference made a part hereof.

5. AVAILABILITY AND COMMUNICATIONS

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

6. TERMINATION

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

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

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

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

6.3 Termination at Discretion of District

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

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

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

6.4 Termination by General Manager At General Manager's sole discretion, General Manager may terminate this Agreement at any time upon a minimum of thirty (30) calendar days prior written notice to District in accordance with Section 10. Any notice provided in accordance with this section shall be deemed given on the date it is given by General Manager. Such termination shall be effective on the date specified in the notice unless the date is less than thirty (30) calendar days from receipt of the notice by the District in which case the date of termination shall be thirty (30) calendar days from receipt of notice by the District. In the event General Manager terminates the Agreement in accordance with this provision, General Manager shall not be entitled to severance or other benefits or COBRA payments beyond the date of termination, but the District shall pay General Manager for salary earned and accrued leave and accrued benefits through the effective date of termination. In the event during the period covered by the notice, the District terminates the Agreement in accordance with Section 6.3, severance shall be reduced to a lump sum amount equal to one-half of one month's base salary.

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

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

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

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

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

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

9. APPEALS General Manager may appeal any action of the Board under Section 6.2 Termination for Cause to the District Board of Directors which may, in its discretion, refer, but is not obligated to refer, the matter for investigation to a Board Committee. Said appeal shall be in writing and shall be timely filed within ten (10) calendar days of the Board's action that is being appealed. An untimely filing shall be deemed denied with no further right of appeal. Any appeal meeting may be in closed session, unless the General Manager asks that it be in open session. Decisions by the Board of Directors shall be binding and final.

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

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

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

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

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

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

13. TERM The term of this Agreement shall be indefinite subject to the provisions of the Termination Section. However, absent an amendment of this Agreement, General Manager is not entitled to any salary increases beyond calendar year 2019.

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

15. RESIGNATION AS ENGINEERING SERVICES MANAGER The parties mutually agree that General Manager resigns from his prior employment as the Engineering Services Manager ("ESM") and his prior ESM Personal Services Agreement shall be mutually terminated, as of the effective date of this Agreement. The District shall pay General Manager for salary earned and accrued benefits through the effective date of termination of the ESM Personal Services Agreement. No severance under the terms of the ESM Personal Services Agreement shall be provided to General Manager.

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

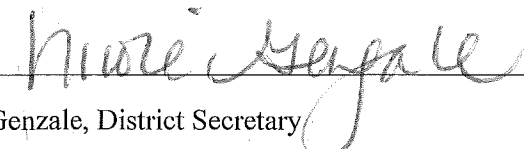
IN WITNESS WHEREOF, the District and General Manager hereto have executed this Agreement as of the Effective Date.

DUBLIN SAN RAMON SERVICES DISTRICT,

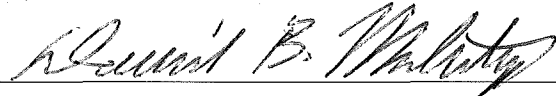
A public agency of the State of California

By:  _____

D.L. (Pat) Howard, President, Board of Directors

Attest:  _____

Nicole Genzale, District Secretary

By:  _____

Daniel B. McIntyre, "General Manager"

EXHIBIT 1
COMPENSATION

1. BASE SALARY

1.1 Initial Base Salary Commencing on the Effective Date of this Agreement District shall compensate General Manager a base salary of \$ 20,371 per month (\$244,452 annually), payable in bi-weekly installments in accordance with District's standard payroll procedures.

1.2. Annual Cost of Living Base Salary Adjustments Subject to satisfactory performance as determined by the Board, Manager's base salary shall be adjusted (before any such merit increase has been applied) effective on the first day of the first pay period of Calendar Years 2017, 2018, and 2019 by the percent change in the CPI Index (Consumer Price Index – All Urban Wage Earners, Not Seasonally Adjusted, San Francisco-Oakland-San Jose, CA, All Items 1982-84=100, series ID CWURA422SAO) for the twelve (12) month period ending October with a zero percent floor.

1.3 Annual Merit Increase Adjustment Subject to satisfactory performance as General Manager and accomplishment of goals as assigned by the Board, at the discretion of the Board and upon Board approval, General Manager shall be eligible to receive a merit increase in base salary (before CPI Index has been applied), ranging from 3.14% to 3.62%, effective on the first day of the first pay period of Calendar years 2017, 2018, and 2019. The Board, within its discretion, may still determine no merit increase is warranted.

2. DEFERRED COMPENSATION

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

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

EXHIBIT 2

RETIREMENT, INSURANCE AND LEAVE BENEFITS

1. RETIREMENT

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

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

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

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

2. INSURANCE

2.1 Health Care Insurance

2.1.1 Availability The District is committed to provide health care (medical) insurance to General Manager. The District currently obtains its health insurance through CalPERS and shall endeavor to continue that coverage through 2017. If it is unable to do so, the District will endeavor to obtain coverage that is comparable to the CalPERS program coverage. In that event, the District and General Manager will negotiate in good faith an amendment to these health care insurance provisions in a manner that is essentially equivalent to the arrangement identified therein for CalPERS coverage. The District shall endeavor to provide a health care insurance program that has at least two choices for coverage for Health Maintenance Organizations (HMO) and two choices for Preferred Provider Organizations (PPO) Plans. The lowest cost HMO and lowest cost PPO shall be the “Base Plans.” In the event that this level of coverage does not remain reasonably available through 2017, the District and General Manager shall negotiate in good faith an amendment to these health care insurance provisions.

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

Payment by District shall be for employee or employee plus eligible dependents, whichever represents the General Manager’s situation. General Manager shall pay the balance of the cost incurred in excess of the Health Care Premium Maximum Contribution, including any administrative fees or service charges, if applicable.

The District Maximum Contribution health care baselines are as follows:

Employee	\$473
Employee + one	\$946
Employee+2 (Family)	\$1,230

Each year, upon notification of new premiums by the District’s health care provider, the District will identify the lowest cost HMO and PPO plans that are offered under the Bay Area Region plan or a successor provider and are available in Alameda County. The higher cost plan of the two (Base Plan) will form the basis for the calculation to determine the new District Health Care Premium Maximum Contribution for that plan year.

January 1st of each calendar year through the last month of 2017, General Manager will share in the cost of future health care premium increases above the baseline as described in the example below. Cost increases will be shared 60% by the District and 40% by General Manager, with General Manager’s maximum share of the cost of the Base Plan limited to a 20% share. Each year’s Base Plan premium will be compared to the baselines established above. The new Maximum Contribution will be calculated by adding 60% of the increase to the baseline to establish the Maximum Contribution for that year. If at any time the calculated Maximum Contribution is less than 80% of the Base Plan cost, the Maximum Contribution will be 80% of the Base Plan for that year. This example is illustrated below in table form:

Example EE+1	Premium	Increase from Base	DSRSD Share of Increase	General Manager Share of Increase	District Maximum Contribution	District % of Premium
Base amount	\$946					
2015	\$1,381	\$435	\$261	\$174	\$1,207	87%
2016	\$1,460	\$514	\$308	\$206	\$1,254	86%
2017	To be determined per this Section 2.1.2 for CY 2017 after PERS establishes premiums					

General Manager will pay those amounts in excess of the District Health Care Premium Maximum Contribution, and the premium of the plan which the General Manager selects. The District’s Base Plan premium will always be greater than or equal to the baseline. General Manager may select other health plans as they are made available and pay the additional amount between the Base Plan contribution and the premium for the selected alternative plan.

Base plan amounts will be rounded to the nearest dollar.

2.1.3 Employer Contribution for Post-Employment Health Benefits in Retirement

District shall contract with CalPERS to provide General Manager with post-employment health benefits in retirement. The benefit that shall be provided is the CalPERS Vesting Program for Retiree Health Care (CA Government Code Section 22893). In addition to other requirements of that Vesting

Program, General Manager acknowledges his understanding that, in addition to other requirements for General Manager’s qualification as determined by CalPERS, General Manager must retire from the District and must have at least five (5) years of service with the District.

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

2.1.5 Waiver of Coverage Consistent with the District’s Share the Savings Program, and subject to any limitations of the law, General Manager may elect Affordable Care Act (ACA) compliant group health insurance coverage elsewhere and elect in writing to forgo medical coverage through the District and receive in cash via the payroll system the amount listed in the table below for the coverage General Manager is eligible to receive from the District and in accordance with the Public Employees’ Medical and Hospice Care Act Program. Said election must be made for the General Manager as well as for General Manager’s dependents.

Monthly Amount	Calendar Year 2016 and subsequent years
Employee	\$144.15
Employee + 1	\$288.29
Employee +2	\$375.00

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

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

2.4 Basic Term Life Insurance

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

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

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

2.5 Short Term Disability The District shall provide General Manager with Short-Term Disability Insurance. The Short-Term Disability Insurance shall provide for sixty percent (60%) of regular

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

2.6 Long Term Disability The District shall provide General Manager with Long -Term Disability Insurance. Long Term Disability Insurance shall provide 70% of regular monthly base salary (i.e., excluding any other compensation, including deferred compensation and matching contributions), to a maximum of \$10,000 monthly benefit, after 365 calendar days of short term disability coverage. Long Term Disability Insurance benefits cease the day the termination of employment occurs.

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

3. FLEXIBLE BENEFITS/IRS SECTION 125 PLAN

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

4. LEAVE BENEFITS

4.1 Employee Leave Bank

4.1.1 Employee Leave Bank Accrual Rate General Manager shall accrue time in the Employee Leave Bank at the rate of 11.08 hours each biweekly pay period (36 days per year based on eight hour work days) which rate of accrual shall increase one (1) day per year on the anniversary of the Effective Date up to a maximum accrual rate of 12.31 hours each biweekly pay period (40 days per year based on eight hour work days). The General Manager shall carry forward under this Agreement all accrued Employee Leave Bank leave that was accrued prior to the Effective Date.

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

4.1.3 Employee Leave Bank Sell Back General Manager shall have an option to annually sell back up to 80 hours of leave from General Manager's Employee Leave Bank; said option shall be exercised no more than one time in a calendar year provided that there are at least eighty (80) hours remaining after such sell back.

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

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

4.3 Sick Leave

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

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

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

4.3.4 Illness of Family Member General Manager shall be entitled to use sick leave consistent with the Paid Sick Leave law, Labor Code sections 245-249, and Kin Care law, Labor Code section 233.

4.3.5 Family and Medical Care Leave Family and Medical Care leave shall be administered in accordance with State and Federal Law.

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

4.5 Bereavement Leave In the event of a death in the immediate family of General Manager, General Manager shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled workdays. The immediate family shall be restricted to father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, and stepchild in those cases where a direct child-rearing-parental relationship may be demonstrated. At the request of the Board, General Manager shall furnish a death certificate and proof of relationship. Sick leave shall not be used in lieu of Bereavement Leave.

EXHIBIT 3

SUPPLEMENTAL BENEFITS

1. **VEHICLE** Unless otherwise provided in this paragraph, General Manager shall comply with the provisions of the District's Personnel Rule and Policies for Travel/Training. General Manager may, within his discretion, choose to supply his own privately-owned vehicle for use in his employment at the District, or to utilize an available District-owned pool vehicle on a limited "as needed" basis within the course and scope of his employment. Upon General Manager's timely submission of an expense report each month, the District will reimburse General Manager based upon the IRS standard mileage rates for use of his privately-owned vehicle within the course and scope of his employment. However, when the General Manager uses his own privately-owned vehicle in lieu of air transportation, the District will pay either the avoided costs of air travel or the standard IRS mileage reimbursement, whichever is less. General Manager shall maintain liability insurance on his vehicle in the amounts required by law and produce proof of same at the request of the District. Unless otherwise provided for in this paragraph, all insurance, maintenance, repairs, gas and other vehicle expenses shall be at General Manager's sole expense. General Manager is required to maintain a valid California Driver's License.
2. **NOTEBOOK OR TABLET COMPUTER** The District shall provide General Manager with use of a Notebook or Tablet computer (such as a Surface Pro or equivalent) for District business-use only. The Notebook so provided is the property of the District and the District shall have the right to control the access to, and use of, Notebook through its personnel policies, risk management policies or any other policies, and shall also provide Information Technology support as needed to facilitate performance of General Manager's duties and obligations as an employee of the District.
3. **SCHEDULE** Alternative work day schedules (e.g., a 9/80 alternative work schedule) are not available to General Manager, and General Manager shall not work an alternative work schedule.