



EAST BAY DISCHARGERS AUTHORITY
2651 Grant Avenue
San Lorenzo, CA 94580-1841
(510) 278-5910
FAX (510) 278-6547

A Joint Powers Public Agency

Pursuant to the Governor's Executive Order N-25-20 the Operations & Maintenance Meeting scheduled for June 16th at 9:00 a.m. will be telephonic. The dial-in number for the meeting is +1 669 900 6833 with meeting I.D. # 871 8221 0610. Members of the public are encouraged to dial in to the meeting using the same number. <https://us02web.zoom.us/j/87182210610>

ITEM NO. 13

OPERATIONS & MAINTENANCE COMMITTEE AGENDA

Tuesday, June 16, 2020

9:00 A.M.

**East Bay Dischargers Authority
2651 Grant Avenue, San Lorenzo, CA 94580**

Committee Members: Cutter (Chair); Walters

OM1. Call to Order

OM2. Roll Call

OM3. Public Forum

OM4. EBDA Performance

(The Committee will be updated on EBDA's NPDES report.)

OM5. Status Report

(The Committee will be updated on EBDA's O&M activities.)

OM6. Resolution Approving the Renewal and Replacement Fund Project List for Fiscal Year 2020/2021

(The Committee will consider a resolution approving the Renewal and Replacement Fund Project List for FY 2020/2021.)

OM7. Resolution Authorizing the General Manager to Exercise a One-Year Option to Extend the Authority's Purchase Order with Univar Solutions USA, Inc. for Sodium Bisulfite 25% Solution in FY 2020/2021 in the Amount of \$250,000

(The Committee will consider a resolution to extend the purchase order.)

OM8. Resolution Authorizing the General Manager to Issue a Purchase Order to Buckles-Smith in the Amount of \$15,372 for a New Variable Frequency Drive Transformer and Field Service for Effluent Pump No. 2 at the Alvarado Effluent Pump Station

(The Committee will consider a resolution to issue a purchase order.)

OM9. Resolution Authorizing the General Manager to Execute a Transfer Agreement with the City of San Leandro

(The Committee will consider a resolution to enter into a Transfer Agreement for the San Leandro Effluent Pump Station and pipeline.)

Agenda Explanation
East Bay Dischargers Authority
O&M Agenda
June 16, 2020

OM10. Adjournment

(Any member of the public may address the Commission at the commencement of the meeting on any matter within the jurisdiction of the Commission. This should not relate to any item on the agenda. It is the policy of the Authority that each person addressing the Commission limit their presentation to three minutes. Non-English speakers using a translator will have a time limit of six minutes. Any member of the public desiring to provide comments to the Commission on an agenda item should do so at the time the item is considered. It is the policy of the Authority that oral comments be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available in the Boardroom and are to be completed prior to speaking.)

(In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet, in an appropriate alternative format, please contact the Administrative Assistant at the EBDA office at (510) 278-5910 or kyambao@ebda.org. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.)

(In compliance with SB 343, related writings of open session items are available for public inspection at East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA 94580. For your convenience, agenda items are posted on the East Bay Dischargers Authority website located at <http://www.ebda.org>.)

**The next O&M Committee meeting will be held
Tuesday, July 14, 2020, at 9:00 a.m.**

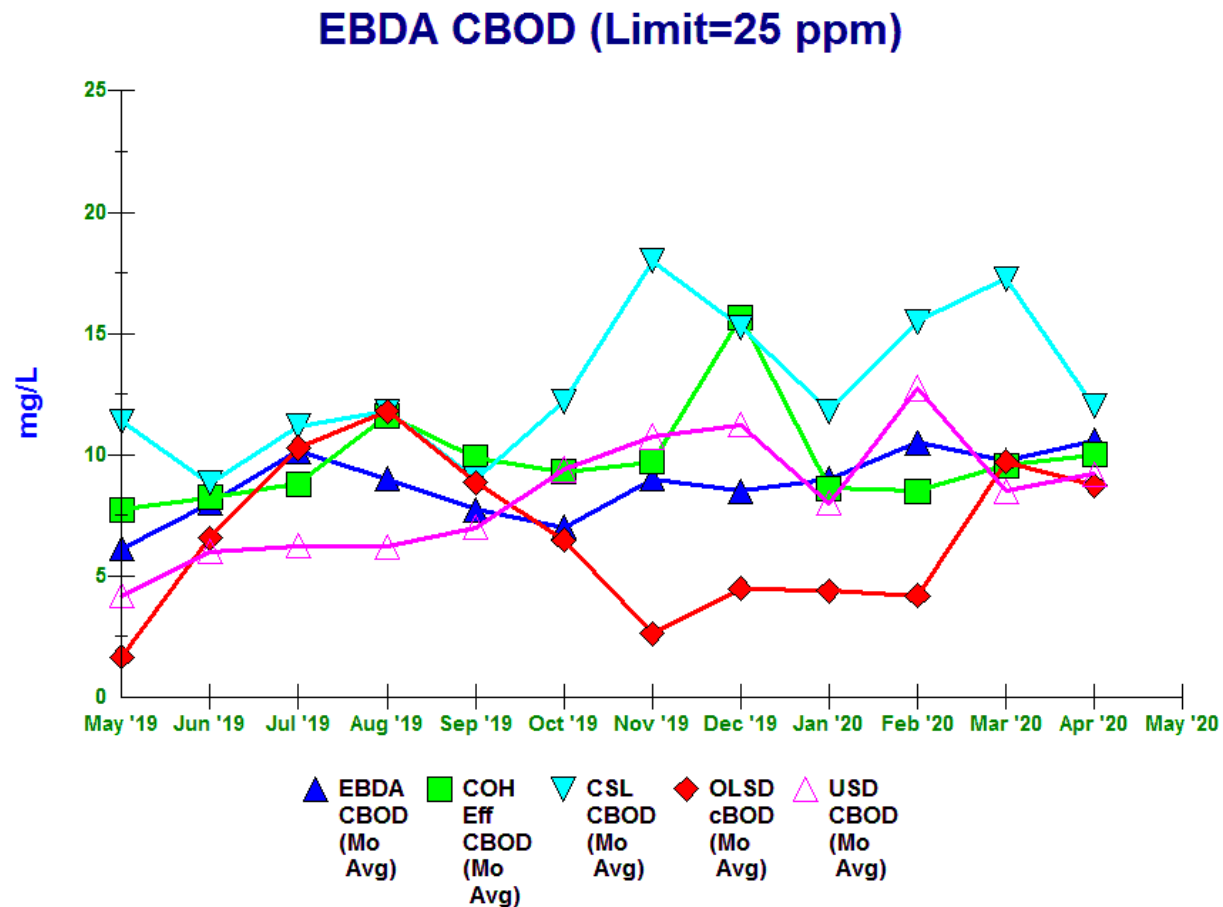
ITEM NO. OM4 EBDA PERFORMANCE

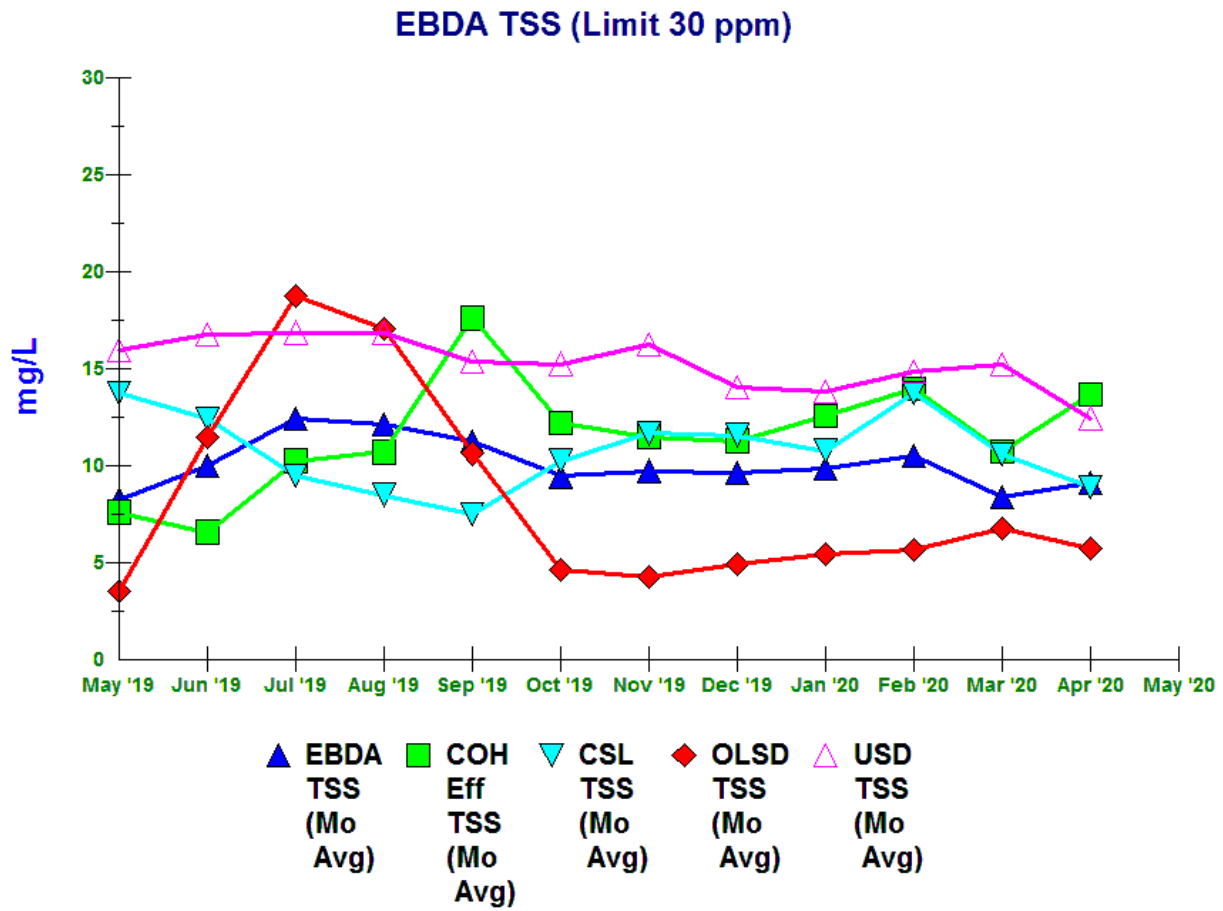
Recommendation

For the Committee's information only; no action is required.

Permit Compliance Issues




There were no NPDES permit violations in April and preliminary data from May are also free of permit exceedances. Member Agency CBOD and TSS performance are shown below. A table with bacterial indicators is also included. Sodium hypochlorite dosing has been increased as the temperatures have started to rise to prevent bacterial outbreaks during the summer months. EBDA staff continues to appreciate Member Agency lab staff, and especially San Leandro lab staff for diligently continuing all sampling and analyses during the Shelter-in-Place order to ensure protection of the Bay.





EBDA EFF TSS

EBDA Bacterial Indicators

	FECAL	ENTERO
Date	MPN/ 100mL	MPN/ 100mL
Limit (90th Percentile)	1100	
Limit (Geomean)	500	240
June 2019, Geomean	16	3
July 2019, Geomean	9	< 3
August 2019, Geomean	32	< 3
Sept 2019, Geomean	12	3
Oct 2019, Geomean	35	2
Nov 2019, Geomean	32	 2
Dec 2019, Geomean	18	< 2
January 2020 Geomean	7	< 2
February 2020 Geomean	5	< 3
March 2020 Geomean	8	< 2
4/6/2020	3	< 2
4/7/2020	4	4
4/8/2020	33	< 2
4/13/2020	2	< 2
4/14/2020	< 2	2
4/15/2020	< 2	< 2
4/20/2020	5	2
4/21/2020	4	2
4/22/2020	< 2	2
4/27/2020	3	< 2
4/28/2020	7	2
April 2020 Geomean	4	 2
5/4/2020	402	4
5/5/2020	11	2
5/6/2020	4	< 2
5/11/2020	244	< 2
5/12/2020	 9	3
5/13/2020	8	4
5/18/2020	20	< 2
5/19/2020	350	2
5/20/2020	33	2
5/25/2020	435	2
5/26/2020	13	2
May 2020 geomean	40	2

ITEM NO. OM5 STATUS REPORT

Alvarado Effluent Pump Station (AEPS)

Effluent Pump No. 2 Variable Frequency Drive (VFD)

Staff is recommending approval of a resolution authorizing the General Manager to issue a purchase order to Buckles-Smith in the amount of \$15,372 for a new VFD transformer and field service for Effluent Pump No. 2. See Item No. OM8.

Hayward Effluent Pump Station (HEPS)

Motor Control Center (MCC) Replacement Project

The thermographic imaging of the electrical equipment in the new MCC building and the training on the new MCC equipment and pump station valves are scheduled for the end of June. After completion of these items, only some minor “punch list” items will remain, such as repair of the west end MCC building doors and completion of the as-built plans.

Oro Loma Effluent Pump Station (OLEPS)

Emergency Generator Tachometer Upgrade

On May 19, 2020, Scot Campbell with Bay Power, LLC, completed the installation of the new electronic tachometer/speed switch. The work was originally scheduled for March 19, 2020, however this upgrade was postponed due to the COVID-19 Shelter-in-Place order. The generator has been tested several times since the upgrade was completed and it has performed without incident each time. OLEPS is currently connected to the redundant source of emergency power from OLSD as its primary source of emergency power to test the new connection under power failure conditions. Once the OLSD power connection is demonstrated to work during a failure, that connection will become the backup, and the system will default to the OLEPS generator in the event of a power failure.

San Leandro Effluent Pump Station (SLEPS)

Emergency Generator Failure

On May 22, 2020, the CSL operations staff was conducting a routine test run of the SLEPS emergency generator. During the test, the generator shut down on low coolant level, but the coolant level was full. A Peterson Power service technician inspected the generator and recommended replacing the coolant level sensor. A portable generator was delivered from Sunbelt Rentals, and the CSL maintenance staff connected it to SLEPS. The coolant level sensor was ordered and was received on May 29, 2020. The Peterson Power service technician installed the new sensor, but the generator continues to shut down on low coolant. The next step is to schedule a service call with Collicutt Energy Services, Inc. (Collicutt), the company that supplied the generator to EBDA, to troubleshoot the issue.

Skywest Pump Station

Recycled Water Production

During the month of May 2020, the Skywest Recycled Water System produced 2.53 million gallons of recycled water.

Recycled Water Pipeline Leak

As discussed last month, on May 12, 2020, a leak was discovered on the Skywest recycled water pipeline. The leak was repaired and the system was back online later that afternoon. The leak occurred on the side of the approach to the bridge over the Bockman Canal on OLSD property. Due to concerns over the stability of the embankment, an emergency repair of the bridge approach was completed on June 4, 2020. EBDA and OLSD worked cooperatively on the repair, and EBDA will be filing an insurance claim for the incident.



Embankment Repair

Marina Dechlorination Facility (MDF)

No change; all equipment is operational.

Force Main

Transport System Repair Coupling & Seals

The 60-inch Romac encapsulating force main repair coupling and flexible internal force main seals have been ordered, and staff will provide lead times when they become available.

Operations Center

EBDA Office Dry Rot Repair & Window Replacement

On May 19, 2020, the bottom portion of four of the windows in the EBDA office were replaced with new windows that open and allow fresh air to circulate. The cost of replacing the four windows was \$2,530, including installation. The window installer is going to return in the next couple of weeks to repair the top portion of the window in the General Manager's office. This window was replaced a long time ago, and at that time, some of the weather stripping was missing and replaced with caulk. The caulk is in poor condition, and this repair will ensure that the window is watertight.



New Windows



Before

After

The contractor that is repairing the dry rot ordered flashing samples to be sent to the EBDA office so the color can be matched with the existing window frames. Once the new flashing arrives, the contractor will start the dry rot repair.

Miscellaneous Items

Underground Service Alerts

EBDA received thirty-two (32) Underground Service Alert (USA) tickets during the month of May 2020. Two required field verification.

COVID-19 Response

Authority staff is continuing to implement the Pandemic Response Plan, which includes staff working from home and alternating time in the office to ensure social distancing. Signage regarding closure of the office to the public and the Authority's social distancing measures has been posted on the office door. All meetings are being conducted by phone and web conference.

Staff is also continuing to track research efforts utilizing data on the prevalence of SARS-CoV-2 virus in wastewater to identify and anticipate COVID-19 community trends, termed wastewater-based epidemiology. On June 2, 2020, the California Association of Sanitation Agencies (CASA) sent a letter to the Centers for Disease Control requesting their leadership and funding to coordinate efforts on wastewater-based epidemiology. The letter and associated fact sheet are attached.

More information on research related to COVID-19 and wastewater can be found here. <https://casaweb.org/research/>. This site is part of an overall resource page that the (CASA) has set up for agencies and is continually updated here: <https://casaweb.org/covid-19/>.

Special Projects

Advanced Quantitative Precipitation Information (AQPI) Project

The regional AQPI project, to improve prediction of rainfall events in the Bay Area, continues to move forward. The Cooperative Agreement for installation of the X-band radar in the East Bay has been approved by the East Bay agencies, but approval by Sonoma County Water District, the implementing agency, has slowed due to the COVID-19 emergency. Approval is now slated for June, with installation of the X-band at Rocky Ridge now estimated for September.

Planning is also underway on a regional partnership agreement to fund the O&M of the system beyond 2021, when the original Department of Water Resources grant concludes. A User Group to discuss format and delivery of data for maximum benefit to wastewater agencies is also being formed.



CALIFORNIA ASSOCIATION of SANITATION AGENCIES

1225 8th Street, Suite 595 • Sacramento, CA 95814 • TEL: (916) 446-0388 • www.CASAwab.org

June 2, 2020

Dr. Robert Redfield, Director
Centers for Disease Control and Prevention (CDC)

via electronic submission: olx1@cdc.gov

Subject: Wastewater Based Epidemiology (WBE)

Dear Director Redfield:

The California Association of Sanitation Agencies (CASA) strongly recommends the Centers for Disease Control and Prevention (CDC) work with the wastewater sector, global research community, and state public health officials in utilizing WBE as a cost-effective additional metric to assess community outbreak of SARS-CoV-2 (COVID-19). CASA is an association of local agencies engaged in advancing the recycling of wastewater into usable water, as well as the generation and beneficial use of renewable energy, biosolids, and other valuable resources. Through these efforts, we help create a clean and sustainable environment for Californians.

Municipal wastewater treatment provides essential public services across the nation and can offer an alternative metric for assessing shelter in place policies. Many wastewater agencies in California, across the nation, and the globe are pursuing analysis of their influent wastewater (i.e., WBE) to determine the presence or absence of COVID-19, and if the trend is increasing, decreasing, or plateauing in their community. This will become increasingly important in anticipation of a possible second wave in the fall. Please see the attached Fact Sheet for further information.

Multiple university and private labs are offering analytical services but are using a variety of methods for sample collection, preservation, quality assurance and control, and analysis. For this to be a viable national metric, CDC should serve as the governing federal agency for these efforts. It is critical that the CDC provide clear guidance on standardizing baseline requirements to ensure comparable and credible results. CDC should also serve as the national repository for wastewater surveillance data, establishing minimum data needs, providing interpretation of results, and developing a web-based portal for receipt of data. By so doing, CDC can provide invaluable and necessary guidance to state and local health officials that better informs when it is safe to begin reopening their communities.

We strongly recommend support and necessary resources be directed to your staff so they may implement these measures. The wastewater sector stands ready to assist and to provide data as appropriate. Please contact Greg Kester of my staff with any questions or for further clarification at gkester@casaweb.org or at 916-844-5262.

Sincerely,

Adam D. Link
Executive Director

cc: Admiral Giroir, Assistant Secretary of Health – HHS - ASH@hhs.gov
Dr. Jay Butler, Deputy Director IDIM of COVID-19
Dr. Mia Mattioli – CDC
Dr. Amy Kirby – CDC
Dr. Vince Hill – CDC
Greg Kester, Director of Renewable Resource Programs, CASA



June 1, 2020

Community Wastewater Surveillance as an Alternative Metric for Shelter-in-Place Policies

The issue of determining when to relax or reimpose shelter-in-place policies during the Novel Coronavirus (SARS-CoV-2) pandemic has become a lightning rod across the globe as we enter the summer months. Individual testing, while increasing in parts of the United States, is still lacking in both availability and confidence. Municipal wastewater treatment provides essential public services across the nation and can offer a complementary metric for assessing those policies. This will become increasingly important in anticipation of a possible second wave in the fall.

What is Wastewater Based Epidemiology?

Individuals infected with COVID-19, both asymptomatic and symptomatic, shed strands of virus RNA in bodily excretions that find their way to the sewerage system. Testing the raw (influent) wastewater can detect the RNA of SARS-CoV-2 whether it is infectious or not. Such testing is known as Wastewater Based Epidemiology (WBE) and has been used for decades around the globe. WBE allows communities to track whether the scale of outbreak is declining, increasing, or staying level and is also more practical and cost-effective than testing every individual multiple times. Should an increase in the presence of the virus be discovered, existing protocols used commonly in the wastewater pretreatment program can be employed to identify the general location of the source so that individual testing can then be used for mitigation purposes. While influent testing does not determine infectivity, further testing can be done should that information be necessary to identify sources in the community.

Where is Wastewater Based Epidemiology Being Used?

The wastewater sector in California, across the U.S., and the globe is already utilizing WBE on a limited basis, with multiple universities and private labs offering such analyses. Laboratories and the wastewater sector are currently working with the federal government to establish baseline methodologies. However, there is a critical need for funding and federal coordination in order to effectively implement WBE. A coordinated effort is vital to provide a data repository and to ensure comparable results, standard methods guidelines, timely notifications, and data interpretation between labs.

Why am I receiving this Information?

We offer WBE as a viable additional metric to inform community, state, and federal policies to mitigate impacts from SARS-CoV-2. This letter serves to raise awareness of this option and to seek directed funding to establish national coordination, standard methods and increase lab capacity.

Please contact Greg Kester, with the California Association of Sanitation Agencies (CASA), at gkester@casaweb.org or at 916-844-5262 for further information.

**ITEM NO. OM6 RESOLUTION APPROVING THE RENEWAL AND REPLACEMENT
FUND PROJECT LIST FOR FISCAL YEAR 2020/2021**

Recommendation

Approve the Renewal and Replacement Fund (RRF) project list for FY 2020/2021.

Background

The Authority's Renewal & Replacement Fund list of projects for FY 2020/2021 has been developed consistent with the Authority's ongoing Asset Management Plan (AMP), as overseen by the MAC. A draft of the RRF project list for FY 2020/2021 was reviewed at the May Committee Meeting.

Discussion

Staff is recommending Commission approval of a total expenditure of \$900,000 for RRF projects for FY 2020/2021. This includes \$100,000 for the Small Projects Fund (formally the contingency fund) for much of the smaller ancillary equipment and components that the Authority owns which are operated with the intent to 'run to failure' and for small and unforeseen projects. The proposed projects for FY 2020/2021, as identified by the AMP for renewal or replacement, are summarized in the following table.

RRF Projects for FY 2020/2021

<u>Facility</u>	<u>Renewal Replacement Fund Items</u>	<u>Projected Completion Date</u>	<u>Estimated Costs</u>
UEPS	Payment #1 of 10 Per JPA	July 2020	\$ 420,000
OLEPS	Electrical Upgrades - Main Switchboard, 75 kW Generator, & 2 New Automatic Transfer Switches	June 2021	\$ 260,000
OLEPS	Wet Well Hypo System	December 2020	\$ 40,000
OLEPS	Emergency Outfall Upgrade	June 2021	\$ 30,000
OLEPS	Water System Upgrade	June 2021	\$ 25,000
OLEPS	Paving Repair/Upgrade	December 2020	\$ 10,000
MDF	Control Panel Automation	June 2021	\$ 15,000
		FY2020/2021 Sub-Total	\$ 800,000
		Small Projects Fund	\$ 100,000
		FY2020/2021 Total	\$ 900,000

UEPS (Formerly AEPS) – Payment #1 of 10 per JPA – \$420,000

The Amended and Restated Joint Powers Agreement (JPA) states that “in fiscal years from 2020/21 through 2029/30, the Authority will pay Union a total of Four Million, Two-Hundred Thousand dollars (\$4,200,000), divided in ten equal and annual installments, as a credit toward their annual budget contribution for Operation and Maintenance Costs, for all Capital Costs associated with the Union Effluent Pump Station during the Term of the Agreement.”

OLEPS – Electrical Upgrades – \$260,000

Replacement of the breakers and refurbishment of the Main Switchboard, 2 new automatic transfer switches (ATS's). Replacement of the 75 kW generator is also included and will be evaluated in further detail before the project proceeds. These upgrades will improve reliability of the station in the event of a power outage.

OLEPS – Wet Well Hypochlorite System – \$40,000

Installation of a new hypochlorite (hypo) pump, flow meter, and programmable logic controller (PLC) to allow EBDA to automatically add hypo to the OLEPS wet well for bacteria control.

OLEPS – Emergency Outfall Upgrade – \$30,000

Investigate the option of increasing the height of the overflow weir and implement if deemed feasible.

OLEPS – Water System Upgrade – \$25,000

As part of a recent project, EBDA connected a #4 water line from OLSD to OLEPS. This project will complete the connection of the #4 water line inside OLEPS. The #4 water line will be used in the event the OLEPS water system fails to provide cooling water for the pump gear drives.

OLEPS – Paving Repair/Upgrade – \$10,000

As part of the RRF Project List for Fiscal Year 2018/2019, \$25,000 was budgeted to repair/replace the asphalt behind OLEPS next to the 8,000 gallon diesel storage tank. As part of OLSD's Nutrient Optimization Project, the area between OLSD and OLEPS was paved in FY 2019/2020, and a portion of this project budget was used to pay for that time-sensitive paving project. The proposed additional \$10,000 is to replenish that project fund to complete the paving behind OLEPS.

MDF – Control Panel Automation – \$15,000

This project will connect the Sewage Pump Control Panel and the main vault Sump Pump Control Panels to the station PLC for better control and monitoring.

Small Projects Fund (formerly Contingency Fund) – \$100,000

The purpose of the Small Projects Fund is to provide additional funding for unidentified projects and/or equipment that may need to be replaced or refurbished in FY 2020/2021. Much of the smaller ancillary equipment and components that the Authority owns are operated with the intent to “run to failure.” This is a common practice at wastewater facilities with these types of assets, which include fans, valves, actuators, and small pumps and motors. While preventive maintenance is completed on a regular basis, forecasting an exact date of failure is not possible. Therefore, equipment that can be readily procured and that has sufficient redundancy to meet system firm capacity is “run to failure”. In some cases, staff will purchase critical items and have them on the shelf, reducing system equipment downtime.

EAST BAY DISCHARGERS COMMISSION
EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 20-14

INTRODUCED BY _____

**RESOLUTION APPROVING THE RENEWAL AND REPLACEMENT FUND PROJECT
LIST FOR FISCAL YEAR 2020/2021**

WHEREAS, the East Bay Dischargers Authority adopted Resolution 90-11, Resolution Establishing Policies for Renewal and Replacement Fund, On May 17, 1990; and

WHEREAS, Resolution No. 90-11 requires that the schedule be recalculated and reviewed annually based on updates to the master list of items on the schedule; and

WHEREAS, the Authority has developed current replacement costs based on the Authority's Asset Management Plan and recent relevant quotes and actual project costs; and

WHEREAS, on May 21, 2020, the Commission approved an annual contribution of \$750,000 to the Fund for FY 2020/2021; and

WHEREAS, the Authority's Operations and Maintenance Committee has reviewed the replacement schedule and recommends approval of the FY 2020/2021 projects in the amount of \$900,000; and

WHEREAS, approval of the schedule specifically authorizes replacement/refurbishment of only those items listed for FY 2020/2021.

NOW, THEREFORE BE IT RESOLVED, the Commission of the East Bay Dischargers Authority hereby approves the Renewal & Replacement Fund Schedule for Fiscal Year 2020/2021.

SAN LORENZO, CALIFORNIA, JUNE 18, 2020, ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR
EAST BAY DISCHARGERS COMMISSION

ATTEST: _____
GENERAL MANAGER
EAST BAY DISCHARGERS AUTHORITY
EX OFFICIO SECRETARY

ITEM NO. OM7 RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXERCISE A ONE-YEAR OPTION TO EXTEND THE AUTHORITY'S PURCHASE ORDER WITH UNIVAR SOLUTIONS USA, INC. FOR SODIUM BISULFITE 25% SOLUTION IN FY 2020/2021 IN THE AMOUNT OF \$250,000

Recommendation

Adopt a resolution authorizing the exercise of a one-year option to extend the East Bay Dischargers Authority's Purchase Order with Univar Solutions USA, Inc. (Univar) in the amount of \$250,000 for the purchase of Sodium Bisulfite 25% solution in FY 2020/2021.

Background

For the past several years, EBDA has elected to work collectively with the Bay Area Chemical Consortium (BACC) to obtain bids for Sodium Bisulfite 25% Solution (SBS). The BACC is a consortium of over fifty water and wastewater agencies in Northern California who use their common purchasing power to achieve better pricing for treatment chemicals while reducing the costs of bidding processes. BACC was created and managed by Dublin San Ramon Services District and was recently transitioned to the umbrella of the Bay Area Clean Water Agencies (BACWA).

Discussion

In response to BACC's FY 2019/2020 request for bids for SBS, Univar was selected as the successful bidder and, as a result, EBDA issued a Purchase Order to Univar for its SBS needs for FY 2019/2020 pursuant to Resolution 19-25 authorized by the Commission on June 20, 2019. The BACC FY 2019/2020 bid language, which is automatically incorporated into each agency's agreement by reference, allowed the option of extending each agency's agreement with Univar on a year-to-year basis, not to exceed three yearly renewals. The BACC bid language further allowed the price for any succeeding periods of service to be determined by negotiation between the respective parties.

Due to the COVID-19 pandemic, BACC canceled the bids it issued on March 18, 2020 for FY 2020/2021 on March 24, 2020. It recommended BACC agencies exercise their options to extend contracts with suppliers for FY 2020/2021 and, Univar has agreed to extend the current pricing, which is \$1.11 per gallon, for an additional year.

Though actual spending on SBS over the past several years has been lower than \$250,000, staff is recommending maintaining the Purchase Order ceiling at \$250,000 for this extension to conservatively allow for spending that may be necessary during a particularly wet year. In FY 2016/2017, the wettest recent year, the Authority spent \$235,000.

March 24, 2020

To all members of the Bay Area Chemical Consortium,

The Bay Area Chemical Consortium (BACC) coordination team is informing you that we are canceling the bids for Fiscal Year Ending 2021 (FYE 2021) that was posted on Wednesday March 18, 2020 with Addendum No. 1 posted on the same day. We have reached this difficult decision in recognition of the high level of uncertainty and limited resources at both our member agencies as well as our chemical suppliers due to the current COVID-19 global crisis. This unprecedented crisis impacts every aspect of our operations and is of unknown duration. We are responding to feedback from our members and suppliers that this is not the time be reevaluating and renegotiating supply chains and logistics.

The current FYE 2020 bid document contained the following stipulation (Section 4.11):

The term of the contract between the respective BACC agency and the successful bidder will be twelve (12) months commencing July 1, 2019, and expiring June 30, 2020, with an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to both the respective BACC agency and the successful bidder. The price for any succeeding periods of service shall be determined by negotiation between the respective BACC agency and the successful bidder.

BACC recommends that each participating agency exercise the extension option in their current contract with suppliers. We have reached out to Univar, Chemtrade, Thatcher, and Olin Chlor regarding their willingness to extend FYE 2020 prices for another year. So far, Univar has committed to extend the prices. We will pass along communications from our FYE 2020 chemical suppliers as we receive them.

To the agencies that are new participants this year and do not have an existing BACC contract, let us know if there is anything we can do to help.

We very much appreciate all the work your agency has put into providing information to support the FYE 2021 bid and are hopeful that we will be able to successfully coordinate a new bid for FYE 2022. Thank you for your understanding.

Addendum No. 2 for Notice of Bid Cancellation will be issued as soon as possible within this week.

Best regards,

Lorien Fono, BACWA Executive Director
Jeff Carson, Operations Manager, Dublin San Ramon Services District
Gemma Lathi, Administrative Analyst II, Dublin San Ramon Services District

Attachments:

Univar extension letter 3/19/20
Chemtrade extension offer 3/24/20
Thatcher reply 3/24/20
Olin Chlor reply 3/24/20

Univar Solutions USA Inc.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5000
F 253-572-5041
www.univarusa.com



May 11, 2020

East Bay Dischargers Authority
2651 Grant Avenue
San Lorenzo, CA 94580

RE: 2020-2021 Sodium Bisulfite Renewal

Dear Howard;

Univar USA Inc. is pleased to offer the following prices for 1 year on Sodium Bisulfite.

CHEMICAL	QUANTITY		RENEWAL PRICE	UNIT	MIN. ORDER REQUIREMENT?	COMMENTS
16141689 Sodium Bisulfite 25% NSF grade	Per Original agreement		\$1.11	Per Gallon Delivered	3,500-5,000 gal	Price stayed the same
16142224 Sodium Bisulfite 25% NSF grade	Per Original agreement		\$1.11	Per Gallon Delivered	250-1,000 gal	Price stayed the same

Univar will hold this pricing firm for the renewal term of July 1, 2020-June 30, 2021.

Per contract, any delivery that is less than 2,000 gallons, there will be an LTL fee of \$325.00.

All other information presented with/within the original bid/offer, including the agreed upon terms, conditions etc. remain the same.

Thank you for the opportunity to extend the current contract and to continue to supply the East Bay Dischargers Authority. We very much appreciate it.

Sincerely,

Jennifer Perras
Municipal Specialist
Western Region
Univar Solutions USA Inc.
P – (253) 872-5000
F – (253) 872-5041
jennifer.perras@univarsolutions.com
www.univar.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing

EAST BAY DISCHARGERS COMMISSION
EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 20-15

INTRODUCED BY _____

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXERCISE A ONE-YEAR OPTION TO EXTEND THE AUTHORITY'S PURCHASE ORDER WITH UNIVAR SOLUTIONS USA, INC. FOR SODIUM BISULFITE 25% SOLUTION IN FY 2020/2021 IN THE AMOUNT OF \$250,000

WHEREAS, in 2019, the East Bay Dischargers Authority's agent, Bay Area Chemical Consortium (BACC), advertised for bids for Sodium Bisulfite Solution in accordance with the requirements of the Public Contracts Code; and

WHEREAS, a Bid Opening was held on April 2, 2019, wherein bids received before the deadline were opened and reviewed; and

WHEREAS, BACC determined that award of the contract for fiscal year (FY) 2019/2020 should be granted to Univar Solutions USA, Inc. (Univar) for the Supply and Delivery of 25% Sodium Bisulfite and Authority staff agreed with the determination; and

WHEREAS, pursuant to such award, the Authority approved Resolution 19-25 on June 20, 2020 and issued a Purchase Order to Univar for the Supply and Delivery of 25% Sodium Bisulfite for FY 2019/2020; and

WHEREAS, the BACC FY 2019/2020 bid documents included a stipulation that the (12) months term of the award commenced on July 1, 2019, and expired on June 30, 2020, but granted an option to extend the contract on a year-to-year basis, not to exceed three (3) yearly renewals if conditions and service are satisfactory to the parties;

WHEREAS, although BACC issued a request for bids on March 18, 2020 for FY 2020/2021, in light of the COVID-19 Pandemic, BACC elected to cancel these bids on March 24, 2020 and recommended that agencies exercise the one-year extension with suppliers; and

WHEREAS, Univar agreed to maintain the same price for its supply of Sodium Bisulfite for FY 2020/2021 to the Authority; and

WHEREAS, the Authority's Operation & Maintenance Committee has recommended exercising the Authority's option to extend its Purchase Order with Univar Solutions USA, Inc. for Sodium Bisulfite 25% Solution for FY 2020/2021.

NOW, THEREFORE BE IT RESOLVED, the Commission of the East Bay Dischargers Authority hereby exercises its option to extend its Purchase Order issued to Univar Solutions USA, Inc. for 25% Sodium Bisulfite Solution for FY 2020/2021 at the same rate as FY 2019/2020 for a total amount of \$250,000.

Agenda Explanation
East Bay Dischargers Authority
O&M Agenda
June 16, 2020

BE IT FURTHER RESOLVED, the General Manager is hereby authorized to take all appropriate and necessary actions to carry out the purpose and intent of this Resolution.

SAN LORENZO, CALIFORNIA, JUNE 18, 2020, ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR
EAST BAY DISCHARGERS COMMISSION

ATTEST: _____
GENERAL MANAGER
EAST BAY DISCHARGERS AUTHORITY
EX OFFICIO SECRETARY

ITEM NO. OM8 RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ISSUE A PURCHASE ORDER TO BUCKLES-SMITH IN THE AMOUNT OF \$15,372 FOR A NEW VARIABLE FREQUENCY DRIVE TRANSFORMER AND FIELD SERVICE FOR EFFLUENT PUMP NO. 2 AT THE ALVARADO EFFLUENT PUMP STATION

Recommendation

Approve the resolution authorizing the General Manager to issue a purchase order to Buckles-Smith in the amount of \$15,372 for a new Variable Frequency Drive (VFD) transformer and field service for Effluent Pump No. 2 at AEPS.

Background

On April 29, 2020, USD notified EBDA that the VFD for Effluent Pump No. 2 blew a 250 Amp fuse. Rockwell Automation Field Service inspected the VFD on May 5, 2020. The Field Service Engineer determined that the VFD transformer needed to be replaced.

Discussion

Staff obtained quotes for repair and replacement of the VFD transformer and concluded that replacing the VFD transformer was the appropriate course of action. The quotes/actual costs from Buckles-Smith are as follows:

Field Service 5/5/20	\$1,639
Timer Relays	\$403
VFD Transformer	\$10,452
Field Service for Commissioning – Not To Exceed Quote	\$2,878
Total	\$15,372



TEL: 408-280-7777 FAX: 408-280-0720
www.buckles-smith.com

DIRECT ORDER

ACKNOWLEDGEMENT

ORDER DATE	ORDER NO.
06/03/20	3197494-00
P.O. NO.	
P02310	
REFERENCE	

CUST.#: 823850

BILL TO: EAST BAY DISCHARGERS AUTHORITY
2651 GRANT AVE
SAN LORENZO, CA 94580

SHIP TO: EAST BAY DISCHARGERS AUTHORITY
C/O UNION SANITARY DISTRICT
REC HRS: 8AM-3:30PM
5072 BENSON RD
UNION CITY, CA 94587

REQ. DATE	REQUESTED BY		PHONE / FAX	EMAIL	
05/27/20	HOWARD CIN		510-362-2501	HCIN@EBDA.ORG	
DUE DATE	SHIP VIA	SHIP POINT		INSTRUCTIONS	TERMS
07/30/20	BESTWAY	** DROP SHIP **			1% 10DAYSN30

HOWARD CIN (C) 510-362-2501

[illegible]



TEL: 408-280-7777 FAX: 408-280-0720
www.buckles-smith.com

QUOTE

QUOTE DATE	QUOTE NO.
05/27/20	3198118-00
P.O. NO.	
REFERENCE	

CUST.#: 823850

BILL TO: EAST BAY DISCHARGERS AUTHORITY
2651 GRANT AVE
SAN LORENZO, CA 94580

SHIP TO: EAST BAY DISCHARGERS AUTHORITY
2651 GRANT AVE
SAN LORENZO, CA 94580

REQ. DATE	REQUESTED BY	PHONE / FAX	EMAIL	
05/27/20	HOWARD CIN		HCIN@EBDA.ORG	
EXP. DATE	SHIP VIA	SHIP POINT	INSTRUCTIONS	TERMS
06/27/20	UPS GRND	BUCKLES-SMITH - SANTA CLARA		1% 10DAYSN30

LINE NO.	PRODUCT AND DESCRIPTION	QTY. QUOTED	UNIT PRICE	PRICE U/M	AMOUNT (NET)
1	ALB700HR52TA17 700-HR52TA17 700-HR GENERAL PURPOSE DIAL TIM * CURRENTLY 7 IN OUR STOCK IN SANTA CLARA *	2	154.91000	E	309.82
2	ALB700HN101 700-HN101 SOCKET,TUBE BASE FOR USE WITH 11 PIN 700-HA,HTA, HR, AND HT RELAYS PANEL/DIN MOUNT - FINGER SAFE TERMINALS - WHITE PLASTIC * CURRENTLY 25 IN OUR STOCK IN SANTA CLARA *	2	10.89000	E	21.78
3	ALB700HN131 700-HN131 RET CLIP 700-HR RELAY (PKG. QTY. * CURRENTLY 9 IN OUR STOCK IN SANTA CLARA *	2	8.87000	E	17.74
TOTAL					349.34
SHPG+HNDLG					19.25
TAXES					34.09
QUOTE TOTAL					402.68
AUTHORIZED BY		PHONE / FAX		EMAIL	
JON DUGAN		510 746-4606 / 510 483-6705		JDUGAN@BUCKLES-SMITH.COM	
Buckles-Smith Terms and Conditions located at http://www.buckles-smith.com/TNC.aspx					PAGE 1 LAST PAGE



TEL: 408-280-7777 FAX: 408-280-0720
www.buckles-smith.com

ACKNOWLEDGEMENT

ORDER DATE	ORDER NO.
05/26/20	3198072-00
P.O. NO.	
2310	
REFERENCE	

BLANKET ORDER

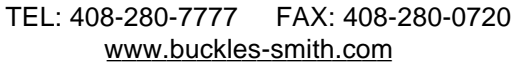
CUST.#: 823850

BILL TO: EAST BAY DISCHARGERS AUTHORITY
2651 GRANT AVE
SAN LORENZO, CA 94580

SHIP TO: EAST BAY DISCHARGERS AUTHORITY
UNION SANITARY
5072 BENSON RD
UNION CITY, CA 94587

REQ. DATE	REQUESTED BY	PHONE / FAX	EMAIL	
05/26/20	HOWARD CIN		HCIN@EBDA.ORG	
DUE DATE	SHIP VIA	SHIP POINT	INSTRUCTIONS	TERMS
06/15/20	UPS GRND	BUCKLES-SMITH - SANTA CLARA		1% 10DAYSN30

LINE NO.	PRODUCT AND DESCRIPTION	QTY. ORDERED	QTY. B.O.	UNIT PRICE	PRICE U/M	AMOUNT (NET)
***** ROCKWEL FIELD SERVICE ENGINEER ROCKWELL TICKET #: 4008326929 RELEASE ORDER #: 7000537479 SERVICE DATE: MAY 5, 2020 SERVICE ENGINEER: BRETT CALDWELL *****						
***** CUSTOMER HAS A VFD THAT IS DOWN (BLOWN) AND SEEKING ROCKWELL ENGINEER TO ASSIST WITH ISSUE. *****						
1	ALBSTDPRODUCTSUPSCHDBOT STANDARD CALLOUT RATE M-F 7AM-6PM POWERFLEX 755 - FRAME 7 DC INPUT CATALOG: 20G14ND361ANONNNNN, SERIAL #34098992 PROJECT/APPLICATION: WWW PUMP SERVICE TYPE: BREAKDOWN	2.75	2.75	236.00000	E	649.00
2	ALBCSOSSTDTRVL-DBOT CALLOUT TRAVEL RATE TO-FROM CUSTOMER SITE STANDARD TRAVEL RATE: THIS HOURLY CHARGE WILL BE APPLIED TO BILLABLE ONSITE SERVICE DELIVERED BY A ROCKWELL AUTOMATION FIELD SERVICE PROFESSIONAL AND SHALL BE DETERMINED BY THE SERVICE PROFESSIONAL'S ACTUAL ROUND TRIP TRAVEL TIME FROM POINT OF ORIGIN TO CUSTOMER DESTINATION AND BACK. QUOTED TRAVEL CHARGES ARE ESTIMATES ONLY, AND WILL BE BILLED AS INCURRED. IF THE MOST LOCAL RESOURCE IS NOT AVAILABLE, ROCKWELL AUTOMATION WILL DISPATCH THE NEAREST QUALIFIED FIELD SERVICE PROFESSIONAL TO RESPOND TO THE REQUEST. UPON REQUESTS TO LIMIT ADDITIONAL TRAVEL COSTS, ROCKWELL AUTOMATION CAN DISPATCH THE FIRST AVAILABLE LOCAL FIELD SERVICE PROFESSIONAL. IF DESIRED, PLEASE ALERT YOUR BUCKLES-SMITH CONTACT, AND NOTE THIS REQUEST ON YOUR PURCHASE ORDER, OR E-MAIL DOCUMENTATION.	5	5	198.00000	E	990.00
TOTAL						1639.00
INVOICE TOTAL						1639.00
AUTHORIZED BY		PHONE / FAX		EMAIL		PAGE 1
DANIEL RODRIGUEZ		559 264-7700 X 1204 / 559-486-1952		DRODRIGUEZ@BUCKLES-SMITH.COM		LAST PAGE
Buckles-Smith Terms and Conditions located at http://www.buckles-smith.com/TNC.aspx						



ORDER DATE	ORDER NO.
05/27/20	3198122-00
P.O. NO.	
HOWARD	
REFERENCE	

SHIP TO: EAST BAY DISCHARGERS AUTHORITY
UNION SANITARY DIST
5072 BENSON RD
UNION CITY, CA 94587

LINE NO.	PRODUCT AND DESCRIPTION	QTY. ORDERED	QTY. B.O.	UNIT PRICE	PRICE U/M	AMOUNT (NET)

	ROCKWELL FIELD SERVICE ENGINEER					
	ROCKWELL TICKET #:					
	SERVICE DATE:					
	SERVICE ENGINEER: BRETT CALDWELL					

	ENGINEER TO ASSIST WITH COMMISSIONING CUSTOMERS					
	TRANSFORMERS. AND INSTALLING RECOMMENDED TIMERS					
	TO THEIR CABINETS					

	ESTIMATED TIME AND TRAVEL					

1	ALBSTDPRODUCTSUPSCHDBOT	8	8	236.00000	E	1888.00
	STANDARD CALLOUT RATE M-F 7AM-6PM					
	RECOMMENDED REPLACEMENT FOR TIMER RELAYS IN 18-PULSE					
	POWERFLEX 755 VFD'S ON EFFLUENT PUMPS #2 AND #6					
2	ALBCSOSSTDTRVL-DBOT	5	5	198.00000	E	990.00
	CALLOUT TRAVEL RATE TO-FROM CUSTOMER SITE					
	STANDARD TRAVEL RATE: THIS HOURLY CHARGE WILL BE APPLIED TO					
	BILLABLE ONSITE SERVICE DELIVERED BY A ROCKWELL AUTOMATION					
	FIELD SERVICE PROFESSIONAL AND SHALL BE DETERMINED BY THE					
	SERVICE PROFESSIONAL'S ACTUAL ROUND TRIP TRAVEL TIME					
	FROM POINT OF ORIGIN TO CUSTOMER DESTINATION AND BACK.					
	QUOTED TRAVEL CHARGES ARE ESTIMATES ONLY, AND WILL BE BILLED					
	AS INCURRED.					
	IF THE MOST LOCAL RESOURCE IS NOT AVAILABLE, ROCKWELL					
	AUTOMATION WILL DISPATCH THE NEAREST QUALIFIED FIELD					
	SERVICE PROFESSIONAL TO RESPOND TO THE REQUEST. UPON					
	REQUESTS TO LIMIT ADDITIONAL TRAVEL COSTS, ROCKWELL					
	AUTOMATION CAN DISPATCH THE FIRST AVAILABLE LOCAL FIELD					
	SERVICE PROFESSIONAL. IF DESIRED, PLEASE ALERT YOUR					
	BUCKLES-SMITH CONTACT, AND NOTE THIS REQUEST ON YOUR					
	PURCHASE ORDER, OR E-MAIL DOCUMENTATION.					
TOTAL						2878.00
INVOICE TOTAL						2878.00
AUTHORIZED BY		PHONE / FAX		EMAIL		PAGE 1
DANIEL RODRIGUEZ		559 264-7700 X 1204 / 559-486-1952		DRODRIGUEZ@BUCKLES-SMITH.COM		LAST PAGE
Buckles-Smith Terms and Conditions located at http://www.buckles-smith.com/TNC.aspx						

EAST BAY DISCHARGERS COMMISSION
EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 20-16

INTRODUCED BY _____

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ISSUE A PURCHASE ORDER TO BUCKLES-SMITH IN THE AMOUNT OF \$15,372 FOR A NEW VARIABLE FREQUENCY DRIVE TRANSFORMER AND FIELD SERVICE FOR EFFLUENT PUMP NO. 2 AT THE ALVARADO EFFLUENT PUMP STATION

WHEREAS, the East Bay Dischargers Authority requested a quote from Buckles-Smith for a new Variable Frequency Drive (VFD) transformer and field service for Effluent Pump No. 2 at AEPS; and

WHEREAS, staff has determined that Effluent Pump No. 2 at AEPS is critical to meet EBDA system reliability and that repairing its VFD is necessary; and

WHEREAS, staff has determined that the quotes from Buckles-Smith are qualified, responsive and responsible quotes; and

WHEREAS, Buckles-Smith is the only authorized Allen-Bradley/Rockwell Automation distributor and service provider in Alameda County and has provided EBDA with excellent service; and

WHEREAS, the Operations & Maintenance Committee has recommended approval of a purchase order to Buckles-Smith.

NOW, THEREFORE BE IT RESOLVED, the Commission of the East Bay Dischargers Authority hereby accepts the quotes from Buckles-Smith.

BE IT FURTHER RESOLVED, the General Manager is hereby authorized to issue a purchase order on behalf of the Authority in the amount of \$15,372 to Buckles-Smith in accordance with the accepted quotes.

SAN LORENZO, CALIFORNIA, JUNE 18, 2020, ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR
EAST BAY DISCHARGERS COMMISSION

ATTEST: _____
GENERAL MANAGER
EAST BAY DISCHARGERS AUTHORITY
EX OFFICIO SECRETARY

ITEM NO. OM9 RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A TRANSFER AGREEMENT WITH THE CITY OF SAN LEANDRO

Recommendation

Adopt a resolution authorizing the General Manager to execute a Transfer Agreement with the City of San Leandro for the San Leandro Effluent Pump Station (SLEPS) and San Leandro Pipeline.

Background

In negotiating the Amended and Restated Joint Powers Agreement (JPA), the City of San Leandro opted to take over ownership of SLEPS as well as the pipeline that connects SLEPS to the Marina Dechlorination Facility (MDF). In exchange, the City was excluded from costs and liability associated with the pump stations and pipeline south of MDF.

Discussion

The Transfer Agreement transfers ownership of SLEPS and the pipeline from SLEPS to one foot north of the north wall of MDF from the Authority to the City. Under the Agreement, the City will assume all costs associated with these assets.

**TRANSFER AGREEMENT FOR
SAN LEANDRO EFFLUENT PUMP STATION AND
SAN LEANDRO PIPELINE**

THIS TRANSFER AGREEMENT (this “**Agreement**”) is entered into as of June __, 2020 (the “**Effective Date**”), by and between the East Bay Dischargers Authority, a joint exercise of powers authority (the “**Authority**”) and the City of San Leandro, a California charter city (the “**City**”). The Authority and the City are each referred to as a “**Party**” and collectively referred to herein as the “**Parties**.”

RECITALS

A. The Authority was originally formed pursuant to a Joint Exercise of Powers Agreement dated February 15, 1974, (the “**Original JPA**”) with the City as one of its members.

B. The Original JPA was amended and restated by the Amended and Restated Joint Exercise of Powers Agreement dated July 1, 2020 (the “**Amended JPA**”), a copy of which is attached as Exhibit A.

C. Under the original JPA, the Authority is designated as the owner of an effluent pump station located on property known as County Assessor’s Parcel Number 77A-746-9, in the City of San Leandro (the “**Pump Station**”), as depicted on Exhibit B attached hereto.

D. Under the original JPA, the Authority is also designated as the owner of the force main that runs from the Pump Station to one foot north of the north wall of the Authority’s Marina Dechlorination Facility in the City of San Leandro (the “**Pipe System**,” and together with the Pump Station, the “**Assets**”), as depicted on Exhibit C attached hereto.

E. The Authority desires to transfer the Assets to the City, and the City desires to accept the Assets.

F. Under the Amended JPA, the list of facilities owned by the Authority has been revised to remove the Assets, and the City’s percentage of operation and maintenance costs has been reduced to reflect the City’s assumption of the operation and maintenance of the Assets.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Parties, the Authority and the City hereby agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full.

2. TRANSFER OF ASSET.

2.1 Agreement to Transfer. Subject to the terms and conditions set forth herein, the Authority agrees to transfer the Assets to the City, and the City hereby agrees to accept the Assets from the Authority and to assume all costs associated with the Assets.

2.2 Consideration. In consideration for the transfer of the Assets, the City hereby agrees to accept all operation and maintenance requirements of the Assets and the Authority agrees to reduce the operation and maintenance payment requirements of the City, in accordance with the Amended JPA.

3. BROKERS. City represents that no real estate broker has been retained by City in the procurement of the Assets or negotiation of this Agreement. City shall indemnify, hold harmless and defend Authority from any and all claims, actions and liability for any breach of the preceding sentence, and any commission, finder's fee, or similar charges arising out of City's conduct.

4. ASSIGNMENT. Absent an express signed written agreement between the Parties to the contrary, neither the Authority nor the City may assign its rights or delegate its duties under this Agreement without the express written consent of the other, which consent may be withheld for any reason. No permitted assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

5. MISCELLANEOUS.

5.1 Successors. Except as provided to the contrary in this Agreement, this Agreement shall be binding on and inure to the benefit of the Parties and their successors and assigns.

5.2 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

5.3 Integrated Agreement; Modifications. This Agreement contains all the agreements of the Parties concerning the subject hereof any cannot be amended or modified except by a written instrument executed and delivered by the parties. There are no representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein. In addition there are no representations, agreements, arrangements or understandings, either oral or written, between or among the Parties upon which any party is relying upon in entering this Agreement that are not fully expressed herein.

5.4 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, any such provision shall not be affected by the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision this is in keeping with the intent of the Parties as expressed herein.

5.6 Time. Time is of the essence to the performance of each and every obligation under this Agreement.

5.7 Signatures/Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

5.8 Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed, or delivered, as of the Effective Date.

5.9 Representation on Authority of Parties. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date first set forth above.

City: City of San Leandro, a California charter city

By: _____
Jeff Kay, City Manager

Attest:

Leticia I. Miguel, City Clerk

Approved as to Fiscal Authority:

Elizabeth Warmerdam, Interim Finance Director

Reviewed as to Form:

Richard D. Pio Roda, City Attorney

Authority: East Bay Dischargers Authority, a joint exercise of powers authority

By: _____

Its: _____

EAST BAY DISCHARGERS COMMISSION
EAST BAY DISCHARGERS AUTHORITY
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. 20-17

INTRODUCED BY _____

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A
TRANSFER AGREEMENT WITH THE CITY OF SAN LEANDRO**

WHEREAS, in October 2019, the Commission of the East Bay Dischargers Authority approved an Amended and Restated Joint Powers Agreement (JPA); and

WHEREAS, the Amended and Restated JPA was signed by all parties in December 2019 and goes into effect on July 1, 2020; and

WHEREAS, as part of the JPA negotiations, the City of San Leandro (City) agreed to take over ownership and responsibility for the San Leandro Effluent Pump Station (SLEPS) and the pipeline connecting SLEPS to the Marina Dechlorination Facility from the Authority in exchange for reduced cost and liability elsewhere in the system; and

WHEREAS, Authority and City staff have collaborated in good faith to develop a Transfer Agreement to transfer ownership of these assets; and

WHEREAS, the Operations & Maintenance Committee has recommended approval of the Transfer Agreement.

NOW, THEREFORE BE IT RESOLVED, the Commission of the East Bay Dischargers Authority hereby approves the Transfer Agreement for San Leandro Effluent Pump Station and San Leandro Pipeline.

BE IT FURTHER RESOLVED, the General Manager is hereby authorized to execute the Transfer Agreement for San Leandro Effluent Pump Station and San Leandro Pipeline.

SAN LORENZO, CALIFORNIA, JUNE 18, 2020, ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

CHAIR
EAST BAY DISCHARGERS COMMISSION

ATTEST: _____
GENERAL MANAGER
EAST BAY DISCHARGERS AUTHORITY
EX OFFICIO SECRETARY