



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 Finance Meeting scheduled for June 15, 2020 at 3:00 p.m. will be telephonic. The dial-in number for the meeting is +1 669 900 6833 with meeting I.D. #870 8629 5463. Members of the public are encouraged to dial in to the meeting using the same number. <https://us02web.zoom.us/j/87086295463>

ITEM NO. 10

**FINANCIAL MANAGEMENT COMMITTEE
AGENDA**

Monday, June 15, 2020

3:00 P.M.

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

Committee Members: Lamnin (Chair); Johnson

FM1. Call to Order

FM2. Roll Call

FM3. Public Forum

FM4. List of Disbursements for May 2020

(The Committee will review the List of Disbursements for the month of May 2020.)

FM5. Treasurer's Report for May 2020

(The Committee will review the Treasurer's Report for the month of May 2020.)

FM6. Brine Project Update

(The Committee will discuss a project for potential brine discharge through EBDA's system.)

FM7. Review of the Authority's Brine Policy

(The Committee will review revisions to the Policy.)

FM8. Resolution Extending the Authority's Master Agreement with Livermore-Amador Valley Water Management Agency Until No Later Than January 1, 2021

(The Committee will consider a resolution approving the extension.)

FM9. Adjournment

Agenda Explanation
East Bay Dischargers Authority
Financial Management Committee
June 15, 2020

(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 (510) 278-5910 or jvillasenor@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 also posted on the East Bay Dischargers Authority website located at <http://www.ebda.org>.

(Any member of the public may address the Committee at the commencement of the meeting on any matter within the jurisdiction of the Committee. This should not relate to any item on the agenda. Each person addressing the Committee should 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 Committee on any agenda item should do so at the time the item is considered. Oral comments should be limited to three minutes per individual or ten minutes for an organization. Speaker's cards will be available and are to be completed prior to speaking.)

**The next Financial Management Committee meeting is scheduled on
Tuesday, July 14, 2020 at 10:30 a.m.**

EAST BAY DISCHARGERS AUTHORITY
Cash Disbursement
May 2020

CHECKS (SORTED BY AMOUNT)

Check #	Check Date	Invoice #	Vendor Name	Description	Itemized Charges	Invoice Amount	Check Amount
24696	5/15/2020	02578	UNION SANITARY DISTRICT	O&M - MARCH		22,394.04	22,394.04
24711	5/29/2020	345412	CITY OF HAYWARD	O&M - JAN - MARCH 2020		18,805.94	18,805.94
24705	5/15/2020	48574966	UNIVAR	SODIUM BISULFITE - DELIVERED 11/27/19		4,464.32	10,356.94
24705	5/15/2020	48571143	UNIVAR	SODIUM BISULFITE - DELIVERED 04/29/20		5,892.62	
24694	5/15/2020	06301	ORO LOMA SANITARY DISTRICT	O&M - APRIL		6,875.22	6,875.22
24700	5/15/2020	46533	CALCON	AEPS COMMUNICATION ISSUES		1,318.21	5,524.74
24700	5/15/2020	46534	CALCON	HEPS INSTALL NEW SURGE TOWER LIGHTING		1,163.99	
24700	5/15/2020	46620	CALCON	MDF SEMI-ANNUAL FLOW & PRESSURE CALIBRATIONS		632.37	
24700	5/15/2020	46626	CALCON	HEPS SEMI-ANNUAL FLOW & PRESSURE CALIBRATIONS		611.89	
24700	5/15/2020	46624	CALCON	SLEPS SEMI-ANNUAL FLOW & PRESSURE CALIBRATIONS		611.89	
24700	5/15/2020	46625	CALCON	OLEPS SEMI-ANNUAL FLOW & PRESSURE CALIBRATIONS		611.89	
24700	5/15/2020	46532	CALCON	OPS CENTER HISTORIAN DATA ISSUES		574.50	
24717	5/29/2020	Jan-20	DEBORAH QUINN	ACCOUNTING SERVICES - JANUARY		3,825.00	3,825.00
24723	5/29/2020	5/14/2020	AZYURA	2ND QUARTER WATERBITS LICENSING		3,750.00	3,750.00
24715	5/29/2020	91879615	BLACKBAUD	FINANCIAL EDGE LEARN MORE RENEWAL		2,657.34	2,657.34
24693	5/15/2020	457-303166	VANTAGEPOINT	ICMA DEFERRED COMPENSATION FOR PAY PERIOD ENDED 05/15/20		2,455.47	2,455.47
24710	5/29/2020	457-303166	VANTAGE POINT	ICMA DEFERRED COMPENSATION FOR PAY PERIOD ENDED 05/31/20		2,446.64	2,446.64
24725	5/29/2020	3182445-01	BUCKLES-SMITH	FIELD SERVICE FOR VFD		1,732.50	1,732.50
24704	5/15/2020	4246044555687620	US BANK	REMOTE DATA BACKUPS	420.00	1,701.58	1,701.58
24704	5/15/2020	4246044555687620	US BANK	AURORA TRAINING ADVANTAGE	399.00		
24704	5/15/2020	4246044555687620	US BANK	CLIPPER CONTROLS - SAMPLER REPAIR AT MDF	364.00		
24704	5/15/2020	4246044555687620	US BANK	OFFICE DEPOT	109.44		
24704	5/15/2020	4246044555687620	US BANK	INTERMEDIA.NET	86.41		
24704	5/15/2020	4246044555687620	US BANK	CSDA - WEBINAR	65.00		
24704	5/15/2020	4246044555687620	US BANK	CALGOVHR - MEMBERSHIP	60.00		
24704	5/15/2020	4246044555687620	US BANK	OFFICE DEPOT	50.47		
24704	5/15/2020	4246044555687620	US BANK	OFFICE DEPOT	49.50		
24704	5/15/2020	4246044555687620	US BANK	76 - GAS EBDA TRUCK	46.10		
24704	5/15/2020	4246044555687620	US BANK	NAYLOR STEEL - PARTS HEPS	18.92		
24704	5/15/2020	4246044555687620	US BANK	NAYLOR STEEL - PARTS HEPS	12.60		
24704	5/15/2020	4246044555687620	US BANK	EAST BAY TIMES	9.95		
24704	5/15/2020	4246044555687620	US BANK	USPS	9.20		
24704	5/15/2020	4246044555687620	US BANK	APPLE CLOUD DATA BACKUP	0.99		
24695	5/15/2020	52205711	CITY OF HAYWARD	BENEFIT PREMIUMS - MAY		1,510.38	1,510.38
24721	5/29/2020	520339	R-COMPUTER	COMPUTER SUPPLIES		1,256.38	1,256.38
24703	5/15/2020	006i7548	HARRINGTON	PARTS FOR MDF		1,242.21	1,242.21
24707	5/15/2020	610366	CALTEST	LAB TESTING SERVICES - APRIL		864.90	864.90
24719	5/29/2020	8193	CAYUGA INFORMATION SYSTEMS	IT SERVICES - APRIL		855.00	855.00
24702	5/15/2020	9512933137	GRAINGER	PARTS FOR MDF		840.51	840.51
24699	5/15/2020	1746192-19	SCIF	WORKERS COMPENSATION PREMIUM - MAY		603.25	603.25
24708	5/15/2020	022	CURRIE ENGINEERS	HEPS MCC CONSTRUCTION MANAGEMENT - APRIL		419.25	419.25
24714	5/29/2020	9000697785	WATER ENVIRONMENT FEDERATION	MEMBERSHIP RENEWAL JTZ 20/21		332.00	332.00

EAST BAY DISCHARGERS AUTHORITY
Cash Disbursement
May 2020

Check #	Check Date	Invoice #	Vendor Name	Description	Itemized Charges	Invoice Amount	Check Amount
24698	5/15/2020	5102785910 914 3	AT&T	TELEPHONE SERVICE ADMIN BUILDING - APRIL		288.95	288.95
24697	5/15/2020	10110000001	EBMUD	WATER & SEWER AT MDF FEB - APRIL		211.60	211.60
24722	5/29/2020	0520-23	BEECHER ENGINEERING, INC	HEPS MCC		200.00	200.00
24701	5/15/2020	9853659538	VERIZON WIRELESS	CELLPHONES - APRIL		191.40	191.40
24706	5/15/2020	EBD3059	ALPHA ANALYTICAL LABORATORIES	LAB SAMPLES - APRIL		165.00	165.00
24720	5/29/2020	09519	TOWN & COUNTRY	JANITORIAL SERVICES - MAY		165.00	165.00
24724	5/29/2020	3033791	CALTRONICS	COPIER USAGE - APRIL - MAY		134.61	134.61
24712	5/29/2020	44777800001	EBMUD	WATER & SEWER AT ADMIN BUIDLING MARCH - MAY		113.31	113.31
24713	5/29/2020	5104830439	AT&T	TELEPHONE SERVICE AT MDF - MAY		106.28	106.28
24716	5/29/2020	7-018-09101	FEDEX	AGENDA MAILOUT - MAY DEL 05/15		70.44	70.44
24709	5/15/2020	37408890423	DIRECTV	AT&T BUNDLE DISCOUNT		30.64	30.64
24718	5/29/2020	942039340-00001	VERIZON	MODEM FOR SCADA 04/11-05/10/20		22.70	22.70
24692	5/15/2020	Apr-19	JUANITA VILLASENOR	REISSUE EXPENSE CHECK		20.27	20.27
24223	5/15/2020	Apr-19	JUANITA VILLASENOR	VOID EXPENSE CHECK		(20.27)	(20.27)
TOTAL CHECK PAYMENTS							92,149.22
ELECTRONIC PAYMENTS							
	5/4/2020	5105948980-0	PACIFIC GAS & ELECTRIC	GAS AND ELECTRIC		36,509.22	36,509.22
	5/7/2020	16015557	PERS HEALTH	HEALTH PREMIUMS - MAY 2020		7,794.28	7,794.28
	5/20/2020	05-2020-1	CALPERS	PENSION PAYMENT FOR PERIOD 05/01/20-05/15/20 - CLASSIC		3,964.73	3,964.73
	5/5/2020	04-2020-2	CALPERS	PENSION PAYMENT FOR PERIOD 04/16/20-04/30/20 - CLASSIC		3,861.21	3,861.21
	5/20/2020	16026606	CALPERS	MONTHLY UNFUNDED LIABILITY - MAY 2020		3,503.42	3,503.42
	5/5/2020	04-2020-2	CALPERS	PENSION PAYMENT FOR PERIOD 04/16/20-04/30/20 - PEPRA		496.80	496.80
	5/20/2020	05-2020-1	CALPERS	PENSION PAYMENT FOR PERIOD 05/01/20-05/15/20 - PEPRA		496.80	496.80
	5/19/2020	N/A	HARLAND CLARK	REORDER DEPOSIT SLIPS		56.42	56.42
TOTAL ELECTRONIC PAYMENTS							56,682.88
PAYROLL							
	5/28/2020	5/31/2020	PAYROLL	05/16-31/2020		20,676.74	23,316.74
	5/28/2020	May-20	CUTTER, PAULINE RUSSO	DIRECT DEPOSIT		480.00	
	5/28/2020	May-20	WALTERS. DAN	DIRECT DEPOSIT		480.00	
	5/28/2020	May-20	LAMNIN, SARA	DIRECT DEPOSIT		720.00	
	5/28/2020	May-20	JOHNSON, RALPH	DIRECT DEPOSIT		480.00	
	5/28/2020	May-20	HANDLEY, THOMAS	DIRECT DEPOSIT		480.00	
	5/14/2020	5/15/2020	PAYROLL	05/01-15/2020		21,091.65	21,091.65
	5/8/2020	4/30/2020	PAYROLL FEES	04/16-30/2020		60.25	60.25
	5/22/2020	5/15/2020	PAYROLL FEES	05/01-15/2020		49.00	49.00
TOTAL PAYROLL							44,517.64
TOTAL DISBURSEMENTS							193,349.74

ITEM NO. FM5 TREASURER'S REPORT FOR MAY 2020

The beginning cash balance on May 1, 2020 was \$3,815,953.45. The ending cash balance on May 31, 2020 was \$ 3,984,751.78 Total receipts for the month were \$362,148.07, and disbursements were \$193,349.74

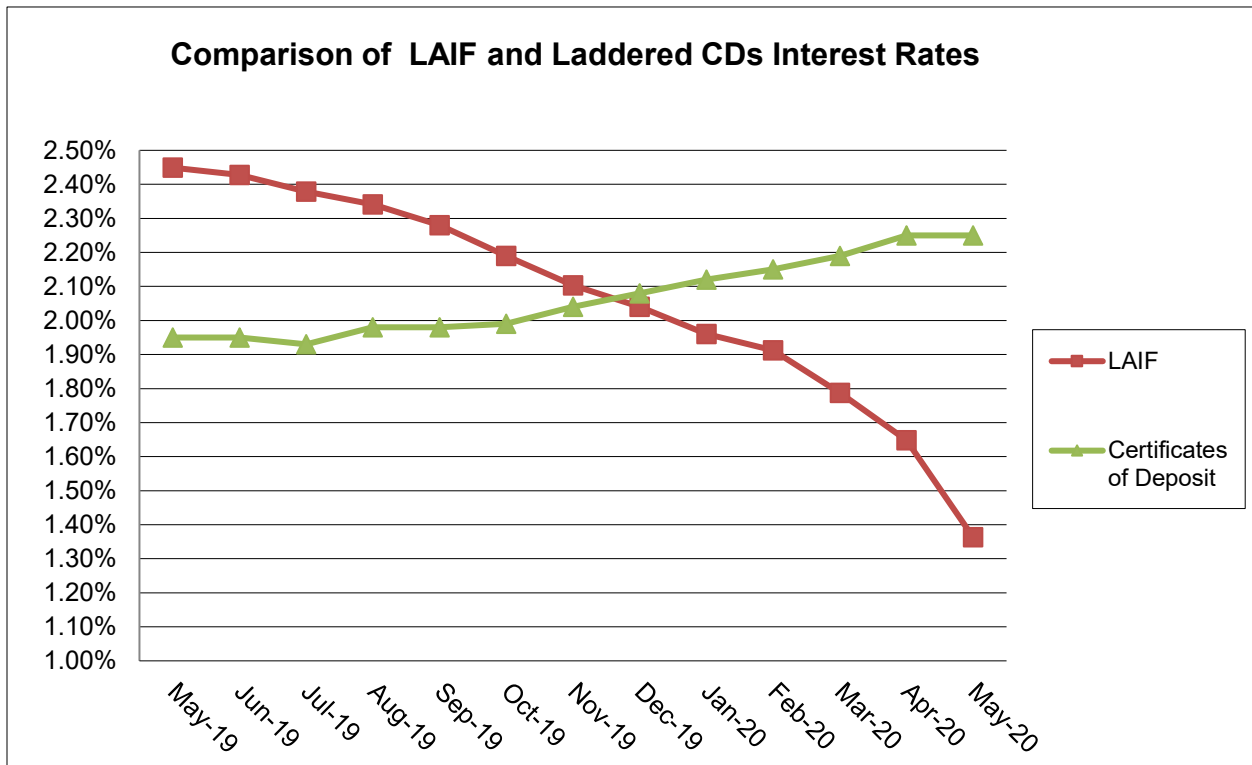
EBDA currently has a three-pronged investment approach that includes laddered CDs, Local Agency Investment Fund (LAIF), and Wells Fargo accounts. As directed by the Financial Management Committee, funds are currently being transferred to savings and/or LAIF as CDs mature. Staff will continue to work with the Committee on investment strategy.

Current market value of laddered CD investments is \$358,167.77. The average annual yield of the CDs is 2.25%.

EBDA's LAIF balance beginning May 1, 2020 was \$2,237,610.52. The ending balance on May 31, 2020 remained the same at \$2,237,610.52. The LAIF interest rate for period ending May 31, 2020 is 1.36%.

The Wells Fargo State/Local Government account interest rate for this period was 0.01%.

Approval is recommended.



EAST BAY DISCHARGERS AUTHORITY
TREASURER'S REPORT
MAY 31, 2020

FUND	DESCRIPTION	BEGINNING CASH BALANCE	DEBITS (INCREASE)	CREDITS (DECREASE)	ENDING CASH BALANCE
12	OPERATIONS & MAINTENANCE	1,208,888.66	237,468.86	189,405.96	1,256,951.56
13	PLANNING & SPECIAL STUDIES	196,973.19	113,288.81		310,262.00
14	RECLAMATION O & M (SKYWEST)	167,798.73	10,000.00	1,592.03	176,206.70
31	REPLACEMENT	2,230,523.37	1,390.40	2,351.75	2,229,562.02
41	CONSTRUCTION	11,769.50			11,769.50
	TOTALS	3,815,953.45	362,148.07	193,349.74	3,984,751.78

May-20
6/10/20

SUPPLEMENTAL TREASURERS REPORT

DATE	TRANSACTION	RECEIPT	DISBURSEMENT REGULAR	DISBURSEMENT PAYROLL	PAYROLL TRANSFER	SAVINGS TRANSFER	LAIF TRANSFER	CD TRANSFER	CD INTEREST & EXPENSES	WELLS FARGO REGULAR CHECKING BALANCE	WELLS FARGO PAYROLL CHECKING BALANCE	WELLS FARGO REGULAR SAVINGS BALANCE	LAIF BALANCE	WELLS FARGO CERTIFICATES OF DEPOSIT	TOTAL CASH
05/01/20	BALANCE									965,861.49	45,402.01	109,910.08	2,237,610.52	457,169.35	3,815,953.45
05/01/20	INTEREST	498.63							498.63	965,861.49	45,402.01	109,910.08	2,237,610.52	457,667.98	3,816,452.08
05/04/20	DEPOSIT - COH	248,152.34								1,214,013.83	45,402.01	109,910.08	2,237,610.52	457,667.98	4,064,604.42
05/04/20	ELECTRONIC BILL PAY		36,509.22							1,177,504.61	45,402.01	109,910.08	2,237,610.52	457,667.98	4,028,095.20
05/05/20	ELECTRONIC BILL PAY		3,861.21							1,173,643.40	45,402.01	109,910.08	2,237,610.52	457,667.98	4,024,233.99
05/05/20	ELECTRONIC BILL PAY		496.80							1,173,146.60	45,402.01	109,910.08	2,237,610.52	457,667.98	4,023,737.19
05/07/20	CD TRANSFER							(103,069.73)		1,173,146.60	45,402.01	212,979.81	2,237,610.52	457,667.98	4,023,737.19
05/07/20	DEPOSIT - HARD	10,000.00								1,183,146.60	45,402.01	212,979.81	2,237,610.52	354,598.25	4,033,737.19
05/07/20	ELECTRONIC BILL PAY		7,794.28							1,175,352.32	45,402.01	212,979.81	2,237,610.52	354,598.25	4,025,942.91
05/08/20	DIVIDEND	0.20							0.20	1,175,352.32	45,402.01	212,979.81	2,237,610.52	354,598.45	4,025,943.11
05/08/20	PAYROLL FEE			60.25						1,175,352.32	45,341.76	212,979.81	2,237,610.52	354,598.45	4,025,882.86
05/08/20	DEPOSIT - CVSD	102,605.33								1,277,957.65	45,341.76	212,979.81	2,237,610.52	354,598.45	4,128,488.19
05/08/20	INTEREST	0.23								1,277,957.65	45,341.76	212,980.04	2,237,610.52	354,598.45	4,128,488.42
05/11/20	INTEREST	0.17								1,277,957.65	45,341.76	212,980.21	2,237,610.52	354,598.45	4,128,488.59
05/11/20	SAVINGS TRANSFER					(212,980.21)				1,490,937.86	45,341.76	0.00	2,237,610.52	354,598.45	4,128,488.59
05/12/20	PAYROLL TRANSFER				20,000.00					1,470,937.86	65,341.76	0.00	2,237,610.52	354,598.45	4,128,488.59
05/14/20	PAYROLL			21,091.65						1,470,937.86	44,250.11	0.00	2,237,610.52	354,598.45	4,107,396.94
05/15/20	DISBURSEMENT		55,696.35							1,415,241.51	44,250.11	0.00	2,237,610.52	354,598.45	4,051,700.59
05/15/20	VOID CHECK		(20.27)							1,415,261.78	44,250.11	0.00	2,237,610.52	354,598.45	4,051,720.86
05/19/20	ELECTRONIC BILL PAY		56.42							1,415,205.36	44,250.11	0.00	2,237,610.52	354,598.45	4,051,664.44
05/20/20	ELECTRONIC BILL PAY		3,964.73							1,411,240.63	44,250.11	0.00	2,237,610.52	354,598.45	4,047,699.71
05/20/20	ELECTRONIC BILL PAY		3,503.42							1,407,737.21	44,250.11	0.00	2,237,610.52	354,598.45	4,044,196.29
05/20/20	ELECTRONIC BILL PAY		496.80							1,407,240.41	44,250.11	0.00	2,237,610.52	354,598.45	4,043,699.49
05/22/20	PAYROLL FEES			49.00						1,407,240.41	44,201.11	0.00	2,237,610.52	354,598.45	4,043,650.49
05/26/20	INTEREST	723.01							723.01	1,407,240.41	44,201.11	0.00	2,237,610.52	355,321.46	4,044,373.50
05/26/20	INTEREST	11.69								1,407,252.10	44,201.11	0.00	2,237,610.52	355,321.46	4,044,385.19
05/26/20	PAYROLL TRANSFER				20,000.00					1,387,252.10	64,201.11	0.00	2,237,610.52	355,321.46	4,044,385.19
05/26/20	INTEREST	0.31				0.31				1,387,252.10	64,201.42	0.00	2,237,610.52	355,321.46	4,044,385.50
05/28/20	PAYROLL			23,316.74						1,387,252.10	40,884.68	0.00	2,237,610.52	355,321.46	4,021,068.76
05/29/20	INTEREST	156.16							156.16	1,387,252.10	40,884.68	0.00	2,237,610.52	355,477.62	4,021,224.92
05/29/20	DISBURSEMENT		36,473.14							1,350,778.96	40,884.68	0.00	2,237,610.52	355,477.62	3,984,751.78
	TOTAL	362,148.07	148,832.10	44,517.64	40,000.31	(212,979.81)	-	(103,069.73)	1,378.00	1,350,778.96	40,884.68	0.00	2,237,610.52	355,477.62	3,984,751.78
	CURRENT BALANCE									①	②	③	④	⑤	

Reconciliation

① Per Bank Statement @05/31/20	\$ 1,392,645.35
Less: Outstanding Checks	41,866.39
	\$ 1,350,778.96
② Per Bank Statement @ 05/31/20	\$ 40,884.68
③ Per Bank Statement @ 05/31/20	0.00
④ Per LAIF Statement @ 05/31/20	\$ 2,237,610.52
⑤ Per Treasurer's Report @05/31/20	\$ 355,477.62
Fair Market Value Increase/Decrease	2,690.15
Per Investment Statement @05/31/20	\$ 358,167.77

The Supplemental Treasurer's Report is prepared monthly by the General Manager. It also serves as EBDA's cash and investments reconciliation.

CD PORTFOLIO

Institution	Description	Purchase Date	Maturity Date	Estimated Annual Yield	Quantity	Current Market Value
BARCLAYS BANK	BARCLAYS BANK CD WILMINGTON DE ACT/365 FDIC INSURED CPN 1.950% DUE 09/21/20 DTD 09/20/17 FC 03/20/18 CUSIP 06740KKU0	9/20/2017	9/21/2020	1.93%	50,000	50,291.50
BARCLAYS BANK Total						50,291.50
CAPITAL ONE BK USA NA	CAPITAL ONE BK USA NA CD GLEN ALLEN VA ACT/365 FDIC INSD CPN 2.000% DUE 11/02/20 DTD 11/01/17 FC 05/01/18 CUSIP 1404206A3	11/1/2017	11/2/2020	1.98%	50,000	50,408.50
CAPITAL ONE BK USA NA Total						50,408.50
CITIBANK NA	CITIBANK NA CD SIOUX FALLS SD ACT/365 FDIC INSD CPN 2.900% DUE 05/24/21 DTD 05/23/18 FC 11/23/18 CUSIP 17312QM22	5/23/2018	5/24/2021	2.82%	50,000	51,357.00
CITIBANK NA Total						51,357.00
COMENITY BANK	COMENITY BANK CD WILMINGTON DE ACT/365 JUMBO CD FDIC INSURED CPN 1.900% DUE 8/31/20 DTD 8/30/17 FC 9/30/17 CUSIP 99000PTY2	8/30/2017	8/31/2020	1.89%	100,000	100,276.00
COMENITY BANK Total						100,276.00
GOLDMAN SACHS BK USA	GOLDMAN SACHS BK USA CD NEW YORK NY ACT/365 FDIC INSURED CPN 1.900% DUE 06/22/20 DTD 06/21/17 FC 12/21/17	6/21/2017	6/22/2020	1.89%	3,000	3,003.57
GOLDMAN SACHS BK USA Total						3,003.57
MORGAN STANLEY BK NA	MORGAN STANLEY BK NA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 2.500% DUE 02/08/21 DTD 02/08/18 FC 08/08/18 CUSIP 61747MJ93	1/30/2018	2/8/2021	2.45%	50,000	50,820.50
MORGAN STANLEY BK NA	MORGAN STANLEY BK NA CD SALT LAKE CTY UT ACT/365 FDIC INSD CPN 2.800% DUE 04/05/21 DTD 04/05/18 FC 10/05/18 CUSIP 61747MS69	4/5/2018	4/5/2021	2.73%	50,000	51,131.50
MORGAN STANLEY BK NA Total						101,952.00
Grand Total						357,288.57
Average Estimated Annual Yield						2.25%
Cash & Sweep Balances						879.20
Snapshot Market Value on May 31th 2020						358,167.77

ITEM NO. FM6 BRINE PROJECT UPDATE

Recommendation

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

Background

As discussed in Item No. FM7, the Authority adopted a Policy for Disposal of Brine in the East Bay Dischargers Authority System in 2005, which is currently under revision. In March 2020, the Regulatory Affairs Committee discussed a specific project opportunity with a company operating in the Authority's service area that is interested in discharging brine through the EBDA system.

Discussion

Authority staff, in consultation with the MAC, has been working with the customer regarding regulatory strategy, commercial terms, and stakeholder outreach. At this Committee meeting, staff will update the Committee on the opportunity, the draft Term Sheet that has been developed, and next steps.

ITEM NO. FM7 REVIEW OF THE AUTHORITY'S BRINE POLICY

Recommendation

Review draft policy and provide direction to staff.

Background

In 2005, the Commission adopted Resolution 05-01 Adopting a Policy for Disposal of Brine in the East Bay Dischargers Authority's System. At the time, the Authority was contemplating accepting brine from a Zone 7 Water Agency demineralization project. The agreement with Zone 7 was not ultimately executed, and brine from the project was discharged through LAVWMA to EBDA under permit from Dublin San Ramon Services District.

It is expected that over the coming years, the need for sustainable brine discharge options will increase as the region initiates more demineralization and water recycling projects to address water scarcity. In addition, as discussed over the past several months, the Authority is currently negotiating terms for accepting brine from a salt processing facility. Authority staff and the MAC are therefore recommending that the Authority's Brine Policy be updated to reflect current conditions and opportunities.

Per the Amended and Restated Joint Powers Agreement (JPA), the Brine Policy must be approved unanimously by the Commission.

Discussion

An updated draft of the Brine Policy is attached for the Committee's review. Based on the recommendation of the MAC, the draft Policy states that revenue from brine projects will be allocated to the Member Agencies on a case-by-case basis to be determined in the future. Any revenue collected prior to agreement on the allocation would be held by the Authority.

Resolving the question of revenue allocation for a given project will take time and thoughtful dialogue. In order to expeditiously move forward with the specific brine project discussed in Item No. FM6, the MAC recommends that the Commission agree through adoption of this policy to enter into that dialogue. To the extent that the Member Agencies ultimately agree on an allocation that they view as universally acceptable for future projects, this Policy can later be updated to incorporate it.

POLICY NUMBER: 2

NAME OF POLICY: Brine

LAST REVISED: DRAFT June 1, 2020

PREVIOUSLY REVISED: April 21, 2005

PURPOSE: The purpose of the Brine Policy is to ensure that any disposal of brine through the Authority's outfall system is protective of the Authority's infrastructure and permit compliance, and that there is an equitable distribution of access for brine disposal for all Member Agencies and fair distribution of any revenue associated with such disposal.

DEFINITION: For the purposes of this policy, brine is defined as a liquid material containing more than double the typical concentration of salt in municipal wastewater. The source of brine may be the byproduct of tertiary treatment such as reverse osmosis concentrate, concentrated Bay water, or other material.

POLICY: Consistent with its Recycled Water Policy, the Authority aims to support water recycling as a component of a resilient water supply for Bay Area residents. The Authority supports use of its forcemain and outfall system as a sustainable mechanism for management and disposal of brine, in service of supporting water recycling and other climate resilient projects.

It is the policy of the Authority to accept brine disposal directly into the Authority's forcemain and outfall system, or into a system connected to the Authority's forcemain and outfall system, provided that the following conditions are met:

1. The addition of brine will not cause significant degradation of effluent quality or result in permit violations of either the Authority or its Member Agencies.
 - a. Brine must be routinely monitored for key regulated constituents to ensure that there are no negative impacts of the brine on the Authority's combined effluent.
 - b. Water quality and NPDES permit compliance issues must be addressed and resolved at no cost to the Authority.
2. The addition of brine will not negatively impact the Member Agencies' or the Authority's infrastructure.

3. For brine that is generated by an entity other than a Member Agency, a formal agreement must be unanimously approved by the Authority's Commission. The agreement will generally include the following:
 - a. Provision for the Authority to unilaterally discontinue accepting brine into the Authority's system when continued acceptance of brine is not in the best interests of the Authority. Specific conditions around such discontinuation will be outlined in the agreement.
 - b. Indemnification of the Authority against liability resulting from such disposal.

~~Net revenue from non-Agency generated brine shall be allocated to the Member Agencies based on Maximum Flow Rate Capacity as defined in the Amended and Restated Joint Powers Agreement (JPA).~~

Discharge of Agency-generated brine does not require approval by the Commission and does not require any payment to the Authority. Any discharge of Agency-generated brine to the system downstream of secondary treatment must be consistent with conditions 1 and 2 above.

On a case-by-case basis each time a non-Agency generated brine project is proposed, the Commission shall determine how net revenue (including capacity fees, flow-based charges, and any other revenue associated with the project) will be allocated among the Member Agencies. The Commission has not pre-determined any particular allocation scheme, nor ruled any out. Approval of the revenue allocation scheme(s) by the Commission shall be unanimous. Any revenue collected prior to an allocation scheme being approved shall be held by the Authority until such approval.

~~Net revenue from non-Agency generated brine shall be allocated to the Member Agencies based on Maximum Flow Rate Capacity as defined in the Amended and Restated Joint Powers Agreement (JPA).~~

Section 23(b) of the Amended and Restated JPA is provided here for reference:

(b) Disposal of Brine.

The Authority and the Agencies acknowledge that use of the Authority's Bay Outfall may provide an environmentally beneficial and cost-effective method of disposing of brine. The Agencies desire that both volume and pollutant loading capacity in the Facilities be available for disposal of brine generated from an Agency's production of recycled water.

(1) Non-Agency Generated Brine

Any project or activity that results in utilization of the Facilities to dispose of brine generated outside the Authority's boundaries or from source water not already treated by an Agency will be conducted in accordance with the Authority's Brine Policy, as it may be updated from time to time, and any other relevant Policies and Procedures. The Brine Policy will include a provision that the Commission unanimously approve any agreement that results in utilization of the Facilities for disposal of such brine, including any agreement to which the Authority may not be a party. Such approval will not be unreasonably withheld. The purpose of such approval is, among other things, to ensure that acceptance of brine from non-Agency sources does not limit an Agency's right to a share of capacity, both volume and pollutant loading, in the Authority Facilities to develop recycled water projects and dispose of brine. Such agreements may also provide for the Authority to receive appropriate revenue from disposal of brine, assurances that the discharge will not lead to effluent violations, and appropriate indemnification against liability resulting from such disposal.

(2) Agency-generated Brine that is not Treated Through an Agency's Full Secondary Treatment Process

Utilization of the Facilities to discharge brine that is generated by an Agency that is not treated through an Agency's full secondary treatment process will be conducted in accordance with the Authority's Brine Policy, as it may be updated from time to time, and any other relevant Policies and Procedures. The Brine Policy will provide a framework that encourages development of recycled water while addressing the possible impacts of Agency brine discharges on other Agencies, the Facilities, and the Authority's regulatory compliance. The requirement for Commission approval in subsection 23(b)(1) does not apply to brine generated by an Agency.

(3) Agency-generated Brine Treated through an Agency's Full Secondary Treatment Process

Brine generated by an Agency that is treated through an Agency's full secondary treatment process will not be subject to approval by the Authority. The requirement for Commission approval in subsection 23(b)(1) does not apply to wastewater treated by an Agency.

ITEM NO. FM8 RESOLUTION EXTENDING THE AUTHORITY'S MASTER AGREEMENT WITH LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY UNTIL NO LATER THAN JANUARY 1, 2021

Recommendation

Approve the resolution extending the expiration date of the Authority's Master Agreement with Livermore-Amador Valley Water Management Agency (LAVWMA).

Background

EBDA entered into a Master Agreement with LAVWMA in April 2007 (the "Agreement"). The Agreement allows LAVWMA to discharge through EBDA's system and lays out the conditions for such discharge. The Agreement was set to expire on January 1, 2020 concurrent with the expiration of the EBDA Joint Powers Agreement (JPA). On October 18, 2019, the Commission adopted Resolution 19-38, extending the LAVWMA Master Agreement for up to six months, through June 30, 2020 to allow time for negotiation of a new amendment or agreement.

Discussion

After reaching consensus with the MAC and incorporating input from the Committee, Authority staff transmitted the attached draft Term Sheet to LAVWMA staff on March 16, 2020. LAVWMA staff and member agencies are currently in the process of reviewing the draft Term Sheet and developing a response. LAVWMA staff relayed that progress in responding has been slowed, as LAVWMA's member agencies are very short-staffed due to the COVID-19 response.

In parallel, LAVWMA has engaged a consultant to perform hydraulic modeling, which will inform their determination of capacity needs in the EBDA system. LAVWMA anticipates completing that modeling in June 2020, making it unlikely that LAVWMA and EBDA could complete negotiation of a new agreement by the time the current extension expires on June 30, 2020. LAVWMA and EBDA staff have discussed the concept of extending the current agreement by up to another six months, to December 31, 2020, with the condition that the financial terms that are ultimately agreed to in the new agreement will be retroactive to July 1, 2020. Therefore, if costs for LAVWMA go up under the new agreement, LAVWMA would be responsible for reimbursing EBDA the difference between what they paid for the first half of the fiscal year and what they would have paid under the new agreement. Conversely, if LAVWMA's costs go down, EBDA would credit LAVWMA for overpayment.

At its April 2020 meeting, the Commission expressed support for the concept of extending the agreement with this retroactivity, but suggested that LAVWMA should be charged a non-reimbursable premium on top of the fee structure in the current agreement as an incentive to speed up the negotiation process. At its May 2020 meeting, the Commission supported the MAC's recommendation of a 30% premium on Operations & Maintenance costs that would be charged to LAVWMA beginning October 1, 2020 until the new Agreement is adopted.

**EAST BAY DISCHARGERS AUTHORITY
LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY
SECOND AMENDMENT TO THE MASTER AGREEMENT
TO PROVIDE SEWER SYSTEM DISCHARGE SERVICES**

This SECOND AMENDMENT ("Second Amendment") to the MASTER AGREEMENT TO PROVIDE SEWER SYSTEM DISCHARGE SERVICES ("Master Agreement") is entered into effective as of July 1, 2020 ("Effective Date") by the EAST BAY DISCHARGERS AUTHORITY, a Joint Powers Agency comprised of the Cities of Hayward and San Leandro, Oro Loma Sanitary District, Castro Valley Sanitary District, and Union Sanitary District ("EBDA") and LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY, a Joint Powers Agency comprised of the Cities of Livermore and Pleasanton and the Dublin San Ramon Services District ("LAVWMA") (collectively "parties"), with reference to the following facts and intentions:

RECITALS

WHEREAS, the parties first entered into an agreement to provide for the export of wastewater from LAVWMA to EBDA dating back to 1978 and subsequently amended that agreement in 1981, 1985, 1993, and 1998; and

WHEREAS, on April 26, 2007, the parties executed the Master Agreement to supersede the prior agreements and consolidate all relevant provisions into one document; and

WHEREAS, the Master Agreement's original term was to expire on January 1, 2020, but on that date, the parties entered into a First Amendment to the Master Agreement ("First Amendment") which extended the term to June 30, 2020; and

WHEREAS, the member agencies of EBDA have negotiated an Amended and Restated Joint Exercise of Powers Agreement which will become effective on July 1, 2020 and will expire on June 30, 2040; and

WHEREAS, to allow for uninterrupted service, the member agencies of EBDA have, by amendment, extended the term of the existing Joint Exercise of Powers Agreement to June 30, 2020; and

WHEREAS, pursuant to the First Amendment, LAVWMA and EBDA have negotiated in good faith regarding the terms of an Amended and Restated Master Agreement the term of which is shall coincide with the Amended and Restated Joint Exercise of Powers Agreement, but require additional time to complete negotiations and, therefore, wish to further extend the term of the Master Agreement.

NOW, THEREFORE, in consideration of the promises made and recited herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to enter into this Second Amendment, which modifies and amends the Master Agreement and First Amendment as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein.

2. **Defined Terms.** All capitalized terms not defined herein shall have the meanings ascribed to them in the Master Agreement.
3. **Section 8 "Term of the Agreement"** is deleted in its entirety and replaced with the following:

"The term of this Master Agreement shall extend until the earlier of January 1, 2021 or until the effective date of an Amended and Restated Master Agreement executed by the parties, provided however, that provision for Capital Buy-in (Par. 6.3) and all indemnification provisions contained in this Master Agreement shall survive the expiration of this Master Agreement. In addition, LAVWMA shall continue to be responsible for its share of operations, maintenance, and other costs as described in Paragraphs 6.1 and 6.2 as long as LAVWMA continues to discharge through the EBDA System even after this Master Agreement expires."

4. **Retroactive Application of Amended and Restated Master Agreement.** The parties acknowledge and agree they are negotiating in good faith in order to reach accord on the terms of an Amended and Restated Master Agreement and that the terms of any such Amended and Restated Master Agreement shall become effective on July 1, 2020 whether or not the parties have executed an Amended and Restated Master Agreement by July 1, 2020.

5. **Cost Premium.** The parties further acknowledge and agree that, due to the delay in finalizing an Amended and Restated Master Agreement and in consideration of EBDA's agreement to extend the term of the Master Agreement pursuant to this Second Amendment, LAVWMA shall continue to reimburse EBDA for the costs attributable to LAVWMA's use of and capacity rights in EBDA's facilities pursuant to the terms of the Master Agreement as well as an additional thirty percent (30%) increase of the costs incurred pursuant to Sections 2, 3 and 4 of Exhibit A of the Master Agreement ("Cost Premium"). The Cost Premium shall be applied to costs incurred by LAVWMA between October 1, 2020 and January 1, 2021, the termination of the Master Agreement pursuant to this Second Amendment and shall be remitted to EBDA within thirty (30) days from receipt of an invoice.

If the parties have executed an Amended and Restated Master Agreement by January 1, 2021, then, on or before July 1, 2021, EBDA shall calculate the total costs associated with LAVWMA's use of and capacity rights in EBDA's facilities pursuant to the terms of such Amended and Restated Master Agreement and compare those costs with the costs incurred by LAVWMA pursuant to the Master Agreement with the Cost Premium added and notify LAVWMA of the results of such cost comparison.

If the costs incurred by LAVMA pursuant to the terms of an Amended and Restated Master Agreement exceed those incurred pursuant to the Master Agreement plus the Cost Premium, then LAVMA shall reimburse EBDA for such additional costs by August 1, 2021. If the costs incurred by LAVMA pursuant to the Master Agreement plus the Cost Premium exceed those incurred pursuant to the terms of an Amended and Restated Master Agreement, then EBDA shall reimburse LAVMA for such costs by August 1, 2021.

6. **Effect of First Amendment.** Except as expressly modified by the First Amendment and this Second Amendment, all terms and conditions in the Master Agreement dated April 26,

2007 shall remain in full force and effect and the parties hereby ratify and affirm all their respective rights and obligations under the Master Agreement, including but not limited to the indemnification obligations. In the event of any conflict between the Second Amendment and First Amendment or Master Agreement, the provisions of this Second Amendment shall govern.

7. **Binding Agreement.** This Second Amendment shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the parties hereto. Any reference in this Second Amendment to a specifically named party shall be deemed to apply to any successor, administrator, executor, or assign of such party who has acquired an interest in compliance with the terms of this Second Amendment or under law.

8. **Counterparts.** Execution of this Second Amendment may be accomplished by execution of separate counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement.

9. **Invalidity.** Any provision of this Second Amendment that is determined by a court of competent jurisdiction to be invalid or unenforceable shall be deemed severed from this Second Amendment, and the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision had not been a part hereof.

10. **Headings.** The headings used in this Second Amendment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Second Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the Effective Date.

EAST BAY DISCHARGERS AUTHORITY
A Public Corporation

By: _____
Jacqueline Zipkin, General Manager
2651 Grant Avenue
San Lorenzo, CA 94580

Date: _____

Approved as to Form:

Eric Casher, Authority Counsel

LIVERMORE-AMADOR VALLEY WATER
MANAGEMENT AGENCY
A Public Corporation

By: _____
Charles V. Weir, General Manager
7051 Dublin Boulevard
Dublin, CA 94568

Date: _____

Approved as to Form:

Alexandra M. Barnhill, Agency Counsel

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

RESOLUTION NO. 20-13

INTRODUCED BY _____

**RESOLUTION EXTENDING THE AUTHORITY'S MASTER AGREEMENT WITH
LIVERMORE-AMADOR VALLEY WATER MANAGEMENT AGENCY UNTIL NO
LATER THAN JANUARY 1, 2021**

WHEREAS, the East Bay Dischargers Authority (Authority) and Livermore-Amador Valley Water Management Authority (LAVWMA) entered into a Master Agreement on April 26, 2007; and

WHEREAS, that Master Agreement authorizes LAVWMA to discharge through the Authority's system and lays out the terms and conditions for such discharge; and

WHEREAS, the Master Agreement was set to expire on January 1, 2020 concurrent with the expiration of the EBDA Joint Powers Agreement (JPA); and

WHEREAS, the Commission adopted an extension to the Master Agreement through June 30, 2020; and

WHEREAS, the Authority and LAVWMA are continuing to negotiate an Amended and Restated Master Agreement and do not anticipate concluding that negotiation prior to June 30, 2020; and

WHEREAS, the Financial Management Committee recommends further extending the Master Agreement until no later than January 1, 2021, with a price premium taking effect October 1, 2021 to incentivize expedited negotiations; and

NOW, THEREFORE, BE IT RESOLVED, the Commission of the Authority hereby authorizes the General Manager to execute an extension to the LAVWMA Master Agreement until no later than January 1, 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**