



COMMISSION MEETING AGENDA

Thursday, July 20, 2023

4:00 P.M.

In-person: East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA and Holiday Inn Express, 217 41st Street South, Lethbridge, AB, Canada
Teleconference link: <https://us02web.zoom.us/j/86849967848>
Call-in: 1(669) 900-6833 and enter Meeting ID number: 868 4996 7848

Meeting will be conducted in-person at the addresses noted above and virtually via Zoom teleconference.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Forum**

C O N S E N T C A L E N D A R

- MOTION**
- 5. Commission Meeting Minutes of June 15, 2023**
 - 6. List of Disbursements for June 2023 – See Item No. FM4**
 - 7. Preliminary Treasurer’s Report for June 2023 – See Item No. FM5**

R E G U L A R C A L E N D A R

- INFORMATION**
- 8. General Manager’s Report**
(The General Manager will report on EBDA issues.)
- INFORMATION**
- 9. Report from the Financial Management Committee**
(The General Manager will report on the meeting.)
- INFORMATION**
- 10. Report from the Operations & Maintenance Committee**
(The Operations & Maintenance and General Managers will report on the meeting.)
- MOTION**
- 11. Motion Authorizing the General Manager to Execute a Force Main Maintenance Services Agreement with Union Sanitary District – See Item OM6**
(The Commission will consider the motion.)
- MOTION**
- 12. Motion Authorizing the General Manager to Execute an Agreement with Nate Kauffman for Horizontal Levee Visioning and Communications in the Amount of \$30,000 – See Item OM7**
(The Commission will consider the motion.)

- MOTION 13. Motion Authorizing the General Manager to Execute a Task Order-Based Agreement with GSE, Inc., Task Order Number 1 for As-Needed Services in an Amount Not to Exceed \$25,000 and Task Order Number 2 for OLEPS Wet Well Sluice Gate Repairs in the Amount of \$75,000 – See Item OM8**
(The Commission will consider the motion.)
- MOTION 14. Motion Authorizing the General Manager to Execute a Work Order-Based Agreement with D.W. Nicholson Corporation, Task Order Number 1 for As-Needed Services in an Amount Not to Exceed \$25,000 and Task Order Number 2 for OLEPS Emergency Outfall Weir Improvement in the Amount of \$55,822 – See Item OM9**
(The Commission will consider the motion.)
- INFORMATION 15. Report from the Personnel Committee**
(The General Manager will report on the meeting.)
- INFORMATION 16. Items from the Commission and Staff**
(The Commission and staff may address items of general interest.)
- CLOSED SESSION 17. Closed Session**
(The Commission may meet in closed session pursuant to Government Code §54957 to discuss Public Employment – Title: General Manager.)
- OPEN SESSION 18. Reconvene Open Session**
(The Commission Chair will report any action taken in Closed Session.)

19. 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 Administration Manager at the EBDA office at (510) 278-5910 or juanita@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>.

**Next Scheduled Commission meeting is
Thursday, September 21, 2023 at 4:00 p.m.**

GLOSSARY OF ACRONYMS

ACWA	Association of California Water Agencies	DSRSD	Dublin San Ramon Services District
AQPI	Advanced Quantitative Precipitation Information	DTSC	Department of Toxic Substances Control
AMP	Asset Management Plan	EBDA	East Bay Dischargers Authority
ANPRM	Advanced Notice of Proposed Rulemaking	EBRPD	East Bay Regional Park District
BAAQMD	Bay Area Air Quality Management District	EIS/EIR	Environmental Impact Statement/Report
BACC	Bay Area Chemical Consortium	EPA	United States Environmental Protection Agency
BACWA	Bay Area Clean Water Agencies	FOG	Fats, Oils and Grease
BPA	Basin Plan Amendment	GASB	Government Accounting Standards Board
BCDC	Bay Conservation and Development Commission	HEPS	Hayward Effluent Pump Station
BOD	Biochemical Oxygen Demand	JPA	Joint Powers Agreement
CARB	California Air Resources Board	LAVWMA	Livermore-Amador Valley Water Management Agency
CASA	California Association of Sanitation Agencies	LOCC	League of California Cities
CBOD	Carbonaceous Biochemical Oxygen Demand	MAC	Managers Advisory Committee
CDFA	CA Department of Food & Agriculture	MCC	Motor Control Center
CEC	Compound of Emerging Concern	MCL	Maximum Contaminant Level
CEQA	California Environmental Quality Act	MDF	Marina Dechlorination Facility
CFR	Code of Federal Regulations	MG	Million Gallons
CMMS	Computerized Maintenance Management System	MGD	Million Gallons per Day
COH	City of Hayward	MMP	Mandatory Minimum Penalty
CPUC	California Public Utilities Commission	MOU	Memorandum of Understanding
CSL	City of San Leandro	MSS	Mixed Sea Salt
CTR	California Toxics Rule	N	Nitrogen
CVCWA	Central Valley Clean Water Association	NACWA	National Association of Clean Water Agencies
CVSAN	Castro Valley Sanitary District	NBS	Nature-Based Solutions
CWA	Clean Water Act	NGO	Non-Governmental Organization
CWEA	CA Water Environment Association	NOX	Nitrogen Oxides
DO	Dissolved Oxygen	NPDES	National Pollutant Discharge Elimination System
DPR	Department of Pesticide Regulation	NPS	Non-Point Source

GLOSSARY OF ACRONYMS

O&M	Operations & Maintenance	SSMP	Sewer System Management Plan
OLEPS	Oro Loma Effluent Pump Station	SSO	Sanitary Sewer Overflow
OLSD	Oro Loma Sanitary District	SWRCB	State Water Resources Control Board
OMB	Office of Management and Budget	TDS	Total Dissolved Solids
P	Phosphorous	TIN	Total Inorganic Nitrogen
PAHs	Polynuclear Aromatic Hydrocarbons	TMDL	Total Maximum Daily Load
PCBs	Polychlorinated Biphenyls	TP	Total Phosphorus
PLC	Programmable Logic Controller	TRC	Total Residual Chlorine
PFAS	Per and Polyfluoroalkyl Substances	TSO	Time Schedule Order
POTW	Publicly Owned Treatment Works	TSS	Total Suspended Solids
QA/QC	Quality Assurance / Quality Control	UEPS	Union Effluent Pump Station
Region IX	Western Region of EPA (CA, AZ, NV & HI)	USD	Union Sanitary District
ReNUWit	Re-Inventing the Nation's Urban Water Infrastructure Engineering Research Center	UV	Ultraviolet Treatment
RFP	Request For Proposals	VFD	Variable Frequency Drive
RFQ	Request For Qualifications	VOCs	Volatile Organic Compounds
RMP	Regional Monitoring Program	WAS	Waste Activated Sludge
RO	Reverse Osmosis	WDR	Waste Discharge Requirements
RRF	Renewal and Replacement Fund	WEF	Water Environment Federation
RWB	Regional Water Board	WET	Whole Effluent Toxicity or Waste Extraction Test
RWQCB	Regional Water Quality Control Board	WIN	Water Infrastructure Network
SBS	Sodium Bisulfite	WLA	Waste Load Allocation (point sources)
SCADA	Supervisory Control and Data Acquisition	WPCF	Water Pollution Control Facility
SCAP	Southern California Alliance of POTWs	WQBEL	Water Quality Based Effluent Limitation
SEP	Supplementary Environmental Project	WQS	Water Quality Standards
SFEI	San Francisco Estuary Institute	WRDA	Water Resource Development Act
SFEP	San Francisco Estuary Partnership	WRF	Water Research Foundation
SLEPS	San Leandro Effluent Pump Station	WWTP	Wastewater Treatment Plant
SRF	State Revolving Fund	WWWIFA	Water and Wastewater Infrastructure Financing Agency

CONSENT CALENDAR

Consent calendar items are typically routine in nature and are considered for approval by the Commission with a single action. The Commission may remove items from the Consent Calendar for discussion. Items on the Consent Calendar are deemed to have been read by title. Members of the public who wish to comment on Consent Calendar items may do so during Public Forum.

Item No. 5 Commission Meeting Minutes of June 15, 2023

Item No. 6 List of Disbursements for June 2023 – See Item No. FM4

Item No. 7 Preliminary Treasurer’s Report for June 2023 – See Item No. FM5

Recommendation

Approve Consent Calendar

ITEM NO. 5 COMMISSION MEETING MINUTES OF JUNE 15, 2023

1. Call to Order

Chair Andrews called the meeting to order at 12:00 P.M. on Thursday, June 15, 2023 at the Oro Loma Sanitary District, 2655 Grant Avenue, San Lorenzo, CA 94580.

2. Pledge of Allegiance

3. Roll Call

Present:	Ralph Johnson	Castro Valley Sanitary District
	Anjali Lathi	Union Sanitary District
	Fred Simon	Oro Loma Sanitary District
	Bryan Azevedo	City of San Leandro
	Angela Andrews	City of Hayward

Absent: None

Attendees:	Jacqueline Zipkin	East Bay Dischargers Authority
	Howard Cin	East Bay Dischargers Authority
	Juanita Villasenor	East Bay Dischargers Authority
	Bert Manzo	East Bay Dischargers Authority
	Eric Casher	Legal Counsel
	David Donovan	City of Hayward
	Jimmy Dang	Oro Loma Sanitary District
	Paul Eldredge	Union Sanitary District
	Roland Williams	Castro Valley Sanitary District
	Andrea Shephard	Ascent Environmental, Inc
	Don Brown	Cargill, Inc
	Barry Shotts	Cargill, Inc

4. Public Forum

No members of the public were present.

C O N S E N T C A L E N D A R

5. Commission Meeting Minutes of May 18, 2023

6. List of Disbursements for May 2023

7. Treasurer's Report for May 2023

Commissioner Johnson moved to approve the Consent Calendar. The motion was seconded by Commissioner Lathi and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

REGULAR CALENDAR

8. General Manager's Report

The General Manager (GM) discussed the Commission meeting time. After polling the Commissioners, the GM found that 4:00 p.m. is the most suitable time for the meeting. The GM then announced EBDA's participation in a "WET Talk" hosted via zoom by Sustainable Silicon Valley on June 29. The GM's presentation will focus on the Cargill Mixed Sea Salt Project and the First Mile Horizontal Levee Project. The GM also advised the Commission that the CASA Education Foundation had selected this year's Bruce Wolfe Scholarship recipient. Lastly, the GM noted 2024 marks the 50th anniversary of EBDA and LAVWMA and will collaborate with staff and the Commission on how to commemorate the milestone.

9. Management Advisory Committee

The GM reported that the MAC discussed regional partnerships for biosolids management. The GM updated the Commission on the Strategic Planning Process.

10. Report from the Regulatory Affairs Committee

The GM reported on the June 14 meeting of the Regulatory Affairs Committee. The Committee discussed the Cargill Environmental Impact Report and the Bay Area Clean Water Agencies' (BACWA) Regulatory Issue Summary. The GM reported on regional efforts to facilitate recycled water conversations between wastewater and drinking water agencies. The GM also noted that the Committee discussed nutrient regulations and a presentation to the Commission on this topic is planned for September.

11. Resolution Adopting Findings of Certification of the Environmental Impact Report for the Cargill Mixed Sea Salts Processing and Brine Discharge Project

Commissioner Lathi moved to approve the item. The item was seconded by Commissioner Johnson and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

12. Report from the Financial Management Committee

The GM reported on the June 12 meeting of the Financial Management Committee. The Committee reviewed the List of Disbursements and Treasurer's Report and recommended approval.

13. Motion Setting the City of Hayward Recycled Water Fee for Fiscal Year 2023/2024 at \$9000 per Quarter

Commissioner Azevedo moved to approve the item. The motion was seconded by Commissioner Simon and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews

Noes: None
Absent: None
Abstain: None

14. Motion Authorizing the General Manager to Execute Amendment No. 11 to the Fee Contract by and Between East Bay Dischargers Authority and Meyers Nave, a Professional Corporation

Commissioner Johnson moved to approve the item with the caveat that staff would bring the underlying agreement for review before FY 2024/2025. The motion was seconded by Commissioner Lathi and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

15. Resolution Adopting the East Bay Dischargers Authority's Fiscal Year 2023/2024 Budget

Commissioner Lathi moved to approve the item. The item was seconded by Commissioner Simon and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

16. Report from the Operations and Maintenance Committee

The Operations and Maintenance (O&M) Manager and GM reported on the June 12 meeting of the Operations and Maintenance Committee. The O&M Manager updated the Commission on EBDA's facilities and the status of current projects and recent compliance data.

17. Motion to Approve the Renewal and Replacement Fund Project List for Fiscal Year 2023/2024

Commissioner Azevedo moved to approve the item. The motion was seconded by Commissioner Johnson and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

18. Motion Authorizing the General Manager to Issue a Purchase Order to Univar Solutions USA, Inc. for Sodium Bisulfite 25% Solution for Fiscal Year 2023/2024 in the Amount of \$350,000

Commissioner Lathi moved to approve the item. The motion was seconded by

Commissioner Johnson and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

19. Motion Authorizing the General Manager to Execute Agreement with Affordable Painting Services Inc. for Painting and Flooring Projects at the EBDA Administration Building and MDF in the Amount of \$98,808

Commissioner Johnson moved to approve the item. The motion was seconded by Commissioner Simon and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

20. Motion to Accept Fiscal Year 2023/2024 Committee Appointments and Schedule

Commissioner Lathi moved to approve the item. The motion was seconded by Chair Andrews and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

21. Resolution Adopting Updated Rules of the Commission

EBDA's legal counsel advised that the Brown Act provides for Commissioners to participate remotely without invoking AB 2449. The following criteria must be met: 1) The location from which the Commissioner will participate must be included in the agenda and posted at least 72 hours in advance of the meeting; 2) The public must be able to access the remote location to participate in the meeting; and 3) A quorum must meet in person within the jurisdiction.

Commissioner Simon moved to approve the item. The item was seconded by Commissioner Lathi and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

22. Resolution Approving Updates to the Personnel Policy

Commissioner Simon moved to approve the item. The item was seconded by

Commissioner Lathi and carried unanimously 5-0, by roll call vote.

Ayes: Commissioners Johnson, Lathi, Simon, Azevedo, Andrews
Noes: None
Absent: None
Abstain: None

23. Items from Commission and Staff

The City of Hayward observances of Juneteenth will begin Thursday, June 15, at 5:30pm. Commissioner Simon requested adjournment and a moment of silence in memory of John Faria.

24. Closed Session

Pursuant to Government Code 54957(b)(1), the Commission entered Closed Session at 1:05 p.m. to discuss the General Manager's performance evaluation.

25. Reconvene Open Session

The Commission reconvened to Open Session at 1:28 p.m. Chair Andrews noted there were no reportable actions from closed session.

26. Adjournment in Memory of John Faria

Chair Andrews adjourned the meeting at 1:30 p.m.

ITEM NO. 8 GENERAL MANAGER'S REPORT

The General Manager will discuss items of interest to EBDA.

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ITEM NO. 9

FINANCIAL MANAGEMENT COMMITTEE AGENDA

Monday, July 17, 2023

9:00 A.M.

**In-person: East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA
and Chicago Public Library Outdoor Plaza 5630 N. Lincoln Avenue, Chicago, IL**

Teleconference link: <https://us02web.zoom.us/j/87985286564>

Call-in: 1(669) 900-6833 and enter Meeting ID number: 879 8528 6564

**Meeting will be conducted in-person at the addresses noted above and virtually
via Zoom teleconference.**

Committee Members: Simon (Chair); Andrews

FM1. Call to Order

FM2. Roll Call

FM3. Public Forum

FM4. Disbursements for June 2023
(The Committee will review the List of Disbursements.)

FM5. Preliminary Treasurer's Report for June 2023
(The Committee will review the Treasurer's Report.)

FM6. Review of the Authority's Investment Policy and Strategy
(The Committee will review the Authority's Investment Policy and Strategy.)

FM7. Banking Alternatives
(The Committee will discuss pros and cons of switching to an alternate bank.)

FM8. Adjournment

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Agenda Explanation
East Bay Dischargers Authority
Financial Management Committee
July 17, 2023

alternative format, please contact the Juanita Villasenor at juanita@ebda.org or (510) 278-5910. 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.

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**Next Scheduled Financial Management Committee is
Monday, September 18, 2023 at 9:00 a.m.**

EAST BAY DISCHARGERS AUTHORITY

List of Disbursements

June 2023

Check #	Payment Date	Invoice #	Vendor Name	Description	Invoice Amount	Disbursement Amount
26115	06/15/2023	42785242403	GARLAND	ROOF REPLACEMENT PROJECT	173,450.24	173,450.24
26124	06/30/2023	002965	UNION SANITARY DISTRICT	O&M - APR	38,830.63	67,397.34
26124	06/30/2023	002970	UNION SANITARY DISTRICT	SOLAR FEASIBILITY STUDY	28,566.71	
26134	06/30/2023	9330401562	GRAYBAR ELECTRIC COMPANY, INC	OLEPS ELECTRICAL UPGRADE	36,004.59	36,004.59
26137	06/30/2023	20210105.02-16	ASCENT ENVIRONMENTAL, INC	CONSULTING SERVICES - CARGILL CEQA	34,935.00	34,935.00
26123	06/30/2023	6803	ORO LOMA SANITARY DISTRICT	O&M - MAY	24,398.72	33,272.01
26123	06/30/2023	6791	ORO LOMA SANITARY DISTRICT	O&M - APR	8,873.29	
26112	06/15/2023	392390	CITY OF SAN LEANDRO	O&M - APR	27,835.59	27,835.59
26116	06/15/2023	205204	MEYERS NAVE	LEGAL SERVICES - BRINE PROJECT	21,270.00	22,811.60
26116	06/15/2023	205203	MEYERS NAVE	LEGAL SERVICES - APR	1,541.60	
26133	06/30/2023	185630	ENVIRONMENTAL SCIENCE ASSOCIATES	HAYWARD FEASIBILITY STUDY WORK ORDER NO. 3	10,656.44	18,393.94
26133	06/30/2023	185547	ENVIRONMENTAL SCIENCE ASSOCIATES	FIRST MILE PROJECT WORK ORDER NO. 1	7,737.50	
26132	06/30/2023	51245388	UNIVAR	SODIUM BISULFITE - DELIVERED 06/19/2023	7,887.93	15,703.40
26132	06/30/2023	5128475	UNIVAR	SODIUM BISULFITE - DELIVERED 06/07/2023	7,815.47	
26109	06/15/2023	11483425	BROWN & CALDWELL	ENGINEERING SERVICES - BRINE ASSESSMENT	7,549.80	7,549.80
26110	06/15/2023	53771	CALCON	SKYWEST: REPAIR, MAINTENANCE & PM SERVICES	3,290.35	5,562.15
26110	06/15/2023	53772	CALCON	OPS CENTER: ROOF REPLACEMENT PROJECT	1,652.15	
26110	06/15/2023	53573	CALCON	UEPS: REPAIR, MAINTENANCE & PM SERVICES	619.65	
26117	06/15/2023	19065	PACIFIC ECORISK	NPDES TOXICITY TESTING: ACUTE & CHRONIC TOXICITY TESTS	5,412.00	5,412.00
26114	06/15/2023	Feb-23	DEBORAH QUINN	ACCOUNTING SERVICES - FEB	3,257.51	3,257.51
26128	06/30/2023	FB37209	CAROLLO ENGINEERS	ENGINEERING SERVICES - WORK ORDER NO. 5	2,979.00	2,979.00
26126	06/30/2023	Mar-23	DEBORAH QUINN	ACCOUNTING SERVICES - MAR	2,426.74	2,426.74
26111	06/15/2023	52205712	CITY OF HAYWARD	BENEFIT PREMIUMS - JUN	1,369.42	1,369.42
26139	06/30/2023	351	CASA EDUCATION FOUNDATION	BRUCE WOLFE SCHOLARSHIP	1,000.00	1,000.00
26135	06/30/2023	709310	CALTEST	LAB TESTING SERVICES	994.70	994.70
26120	06/15/2023	4246-04455568-7627	US BANK	PURCHASING CARD EXPENSES	942.83	942.83
26119	06/15/2023	1000924867	STATE COMPENSATION INSURANCE FUND	WORKERS COMPENSATION PREMIUM	810.00	810.00
26130	06/30/2023	8402	CAYUGA INFORMATION SYSTEMS	IT SERVICES	787.50	787.50
26131	06/30/2023	249925782	ORKIN	PEST CONTROL SERVICES - MDF	232.99	232.99
26125	06/30/2023	51048304397166	AT&T	TELEPHONE SERVICE - MDF	231.28	231.28
26118	06/15/2023	CD_000598754	RINGCENTRAL INC	DIGITAL PHONE SERVICE	210.48	210.48
26129	06/30/2023	3106119247	PITNEY BOWES INC	QUARTERLY LEASING CHARGE FOR DIGITAL MAILING SYSTEM	150.55	150.55
26113	06/15/2023	53428	COMPUTER COURAGE	WEBSITE HOSTING - JUN	150.00	150.00
26138	06/30/2023	9740	MBC CUSTODIAL SERVICES INC	JANITORIAL SERVICES - MAY	130.00	130.00

EAST BAY DISCHARGERS AUTHORITY
List of Disbursements
June 2023

Check #	Payment Date	Invoice #	Vendor Name	Description	Invoice Amount	Disbursement Amount
26127	06/30/2023	S2120160.001	WILLE ELECTRIC SUPPLY CO, INC	ELECTRICAL PARTS	409.84	118.32
26127	06/30/2023	S2148467.002	WILLE ELECTRIC SUPPLY CO, INC	ELECTRICAL PARTS	131.24	
26127	06/30/2023	S2122261.001	WILLE ELECTRIC SUPPLY CO, INC	ELECTRICAL PARTS	(422.76)	
26136	06/30/2023	3803006	CALTRONICS	COPIER USAGE AND MAINTENANCE	114.50	114.50
26121	06/15/2023	9936191727	VERIZON WIRELESS	WIRELESS PHONE SERVICES	102.91	102.91
26122	06/30/2023	Jan-23	JACQUELINE ZIPKIN	REIMBURSABLE EXPENSES	49.32	49.32
TOTAL CHECK PAYMENTS					464,385.71	464,385.71
ELECTRONIC PAYMENTS						
	06/06/2023	5105948980-0	PG&E	GAS & ELECTRIC SERVICE	41,796.59	41,796.59
	06/02/2023	100000017174458	CALPERS	HEALTH PREMIUMS - JUN	7,570.99	7,570.99
	06/06/2023	100000017140541	CALPERS	PENSION CONTRIBUTION, CLASSIC 05/16 - 31/2023	4,975.51	4,975.51
	06/21/2023	100000017171603	CALPERS	PENSION CONTRIBUTION, CLASSIC 06/1 - 15/2023	4,975.51	4,975.51
	06/06/2023	6595467	MISSION SQUARE	DEFERRED COMPENSATION 04/30/2023	2,167.35	2,167.35
	06/21/2023	6416526	MISSION SQUARE	DEFERRED COMPENSATION 06/15/2023	2,167.35	2,167.35
	06/06/2023	100000017140576	CALPERS	PENSION CONTRIBUTION, PEPRA 05/16 - 31/2023	162.45	162.45
	06/21/2023	100000017171648	CALPERS	PENSION CONTRIBUTION, PEPRA 06/1 - 15/2023	162.45	162.45
TOTAL ELECTRONIC PAYMENTS					63,978.20	63,978.20
PAYROLL						
	06/29/2023		ADP, LLC	PAYROLL PERIOD: 06/16-30/2023	30,167.23	30,167.23
	06/14/2023		ADP, LLC	PAYROLL PERIOD: 06/01-15/2023	23,065.00	23,065.00
	06/02/2023		ADP, LLC	PAYROLL FEES, 05/16-31/2023	90.90	90.90
	06/23/2023		ADP, LLC	PAYROLL FEES, 06/01-15/2023	77.30	77.30
TOTAL PAYROLL					53,400.43	53,400.43
TOTAL DISBURSEMENTS					581,764.34	581,764.34

ITEM NO. FM5 PRELIMINARY TREASURER'S REPORT FOR JUNE 2023

The beginning cash balance on June 1, 2023 was \$3,446,879.51. Total receipts for the month were \$37,341.25 and disbursements totaled \$581,764.34, bringing the cash balance to \$2,902,456.42 at June 30. EBDA's LAIF balance is \$2,320,413.18 and the average monthly effective yield for June was 3.167%.

EBDA currently has a two-pronged investment approach that includes Local Agency Investment Fund (LAIF) and traditional bank accounts.

Approval is recommended.

**EAST BAY DISCHARGERS AUTHORITY
PRELIMINARY
TREASURER'S REPORT
June 30, 2023**

FUND	DESCRIPTION	BEGINNING CASH BALANCE	DEBITS (INCREASE)	CREDITS (DECREASE)	ENDING CASH BALANCE
12	OPERATIONS & MAINTENANCE	525,687.77		249,489.90	276,197.87
13	PLANNING & SPECIAL STUDIES	414,848.16		47,960.65	366,887.51
14	RECLAMATION O & M (SKYWEST)	76,040.10		6,473.01	69,567.09
15	BRINE ACCEPTANCE	(249,122.63)	37,341.25	63,754.80	(275,536.18)
31	RENEWAL & REPLACEMENT	2,679,426.11		214,085.98	2,465,340.13
TOTALS		3,446,879.51	37,341.25	581,764.34	2,902,456.42

Jun-23

7/12/2023

SUPPLEMENTAL TREASURERS REPORT

DATE	TRANSACTION	RECEIPT	DISBURSEMENT CHECKING	DISBURSEMENT PAYROLL	PAYROLL TRANSFER	LAIF TRANSFER	WELLS FARGO CHECKING BALANCE	WELLS FARGO PAYROLL BALANCE	LAIF BALANCE	TOTAL CASH
05/31/23	BALANCE						559,040.85	67,425.48	2,820,413.18	3,446,879.51
06/02/23	ELECTRONIC BILL PAY		7,570.99				551,469.86	67,425.48	2,820,413.18	3,439,308.52
06/02/23	PAYROLL FEES			90.90			551,469.86	67,334.58	2,820,413.18	3,439,217.62
06/06/23	ELECTRONIC BILL PAY		41,796.59				509,673.27	67,334.58	2,820,413.18	3,397,421.03
06/06/23	ELECTRONIC BILL PAY		4,975.51				504,697.76	67,334.58	2,820,413.18	3,392,445.52
06/06/23	ELECTRONIC BILL PAY		162.45				504,535.31	67,334.58	2,820,413.18	3,392,283.07
06/06/23	ELECTRONIC BILL PAY		2,167.35				502,367.96	67,334.58	2,820,413.18	3,390,115.72
06/12/23	DEPOSIT - CARGILL	37,341.25					539,709.21	67,334.58	2,820,413.18	3,427,456.97
06/14/23	LAIF TRANSFER					(500,000.00)	1,039,709.21	67,334.58	2,320,413.18	3,427,456.97
06/14/23	PAYROLL			23,065.00			1,039,709.21	44,269.58	2,320,413.18	3,404,391.97
06/15/23	DISBURSEMENT		249,464.53				790,244.68	44,269.58	2,320,413.18	3,154,927.44
06/21/23	ELECTRONIC BILL PAY		162.45				790,082.23	44,269.58	2,320,413.18	3,154,764.99
06/21/23	ELECTRONIC BILL PAY		2,167.35				787,914.88	44,269.58	2,320,413.18	3,152,597.64
06/21/23	ELECTRONIC BILL PAY		4,975.51				782,939.37	44,269.58	2,320,413.18	3,147,622.13
06/23/23	PAYROLL FEES			77.30			782,939.37	44,192.28	2,320,413.18	3,147,544.83
06/29/23	PAYROLL			30,167.23			782,939.37	14,025.05	2,320,413.18	3,117,377.60
06/30/23	DISBURSEMENT		214,921.18				568,018.19	14,025.05	2,320,413.18	2,902,456.42

TOTAL	37,341.25	528,363.91	53,400.43	-	(500,000.00)	568,018.19	14,025.05	2,320,413.18	2,902,456.42
CURRENT BALANCE						①	②	③	

Reconciliation

① Per Bank Statement @ 6/30/23	\$ 807,440.39
Less: Outstanding Checks	239,422.20
	\$ 568,018.19
② Per Bank Statement @ 6/30/23	\$ 14,025.05
③ Per LAIF Statement @ 6/30/23	\$ 2,320,413.18

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

ITEM NO. FM6 REVIEW OF THE AUTHORITY'S INVESTMENT POLICY AND STRATEGY

Recommendation

Review the Authority's existing Investment Policy and Strategy and provide input to staff.

Background

The Authority engaged PFM Asset Management (PFM) in late 2018 to assist in the development of an Authority Investment Policy, in compliance with applicable law regarding public agency investments in California. The Policy was approved by the Commission in 2019 and then updated slightly and re-approved in December 2021. Staff reviews the Policy on an annual basis. No changes are recommended at this time, but the Policy is attached for the Committee's review and comment.

As part of the 2018 engagement, PFM also performed detailed cashflow modeling and analysis using five years of EBDA financial data. The purpose of this analysis was to establish EBDA's liquidity needs and inform the Authority's Investment Strategy. The attached Investment Strategy was adopted in March 2019 and most recently reviewed in December 2021.

Discussion

Staff is not recommending changes to the Authority's Investment Strategy at this time. PFM's 2018/2019 analysis concluded that administrative burden of investing EBDA's liquid funds in diversified and/or more volatile financial instruments outweighed the benefits and potential gains. That conclusion, supported by the Financial Management Committee at the time, led to the Authority's strategy of investing its idle long-term funds in certificates of deposit (CDs), California's Local Agency Investment Fund (LAIF), or California Asset Management Program (CAMP). LAIF and CAMP are both pooled investments by public agencies.

Staff does not believe that any material changes have occurred that lead to a different conclusion today. In addition, EBDA's liquidity needs have slightly increased as the Authority performs reimbursable work under the Cargill and grant-funded Nature-based Solutions projects.

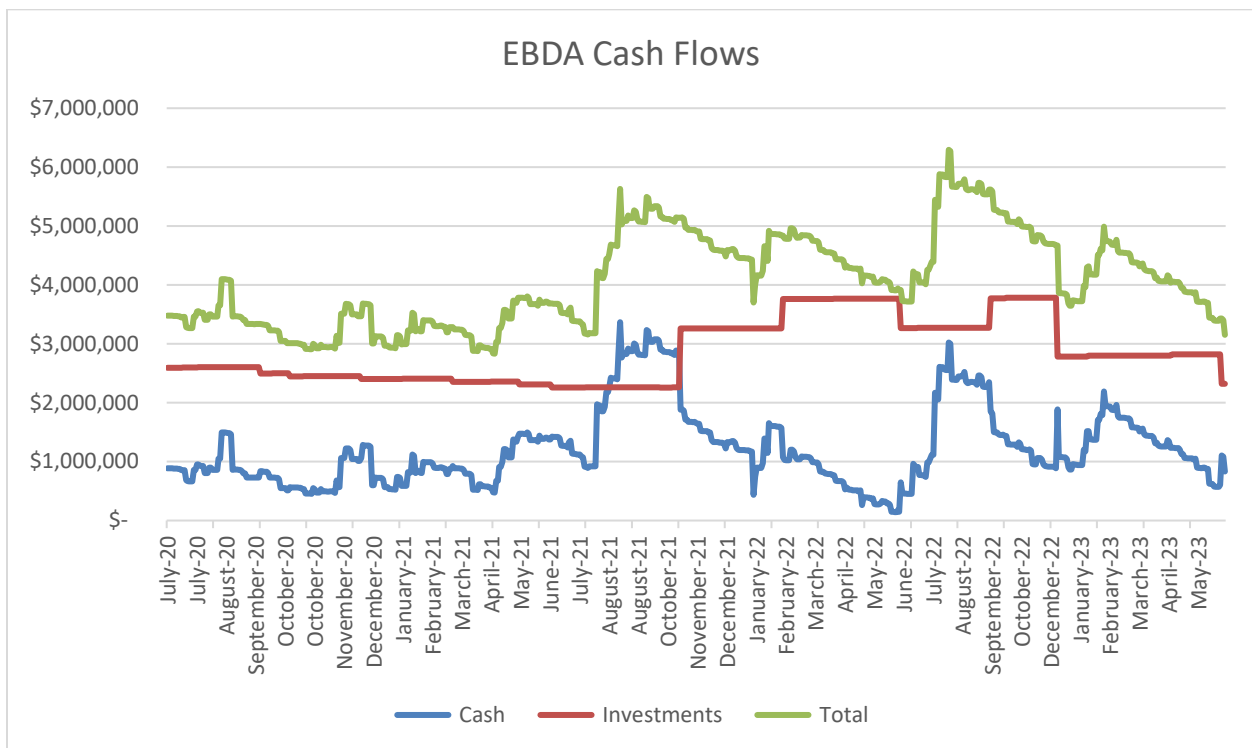
EBDA had a series of laddered CDs through Wells Fargo Advisors that have been moved to the Authority's cash accounts as they have matured. The last CD matured in June 2021. The Authority has not reinvested in CDs because interest rates have been so low. EBDA's advisor with Wells Fargo Advisors indicated that he does not currently have any offerings that are expected to out-perform LAIF. Therefore, all of EBDA's long-term funds are currently invested in LAIF.

Staff and Commissioners have noted recently that CAMP is significantly out-performing LAIF. As of July 11, 2023, CAMP's 7-day yield is 5.28%, whereas LAIF's is 3.25%. CAMP and LAIF use slightly different investment strategies with regard to maturity rates. CAMP's shorter maturity rates are currently leading to higher yields, given the recent rapid rise in

interest rates. Staff is therefore recommending that a portion of EBDA’s funds currently in LAIF be moved to CAMP. Both funds are fully liquid and can therefore be moved back and forth as rates vary.

Because the Authority has not invested in CAMP previously, staff is seeking Committee input on whether to engage as an investor or a participant. Investors use CAMP purely as an investment vehicle and do not have any decision-making power. The process to become an investor consists only of filling out some forms, similar to opening a bank account. Becoming a CAMP participant essentially means becoming part of the Joint Powers Authority, similar to the way the Authority participates in the California Sanitation Risk Management Authority (CSRMA). To be a participant, EBDA’s Commission would need to adopt a resolution. The advantage to being a participant is the ability to weigh in on decision-making. EBDA’s decision authority would be proportional to the amount the Authority has invested relative to other participants.

For the Committee’s information in assessing staff’s recommendations, the following graphs show EBDA’s recent cash flows and fund balances.



POLICY NUMBER: 1.1

NAME OF POLICY: Finance - Investments

LAST REVISED: December 16, 2021

PREVIOUSLY REVISED: 05/13/2020

PURPOSE: All financial assets, including special revenue funds, capital project funds, internal service funds and other funds that may be created from time to time, shall be administered in accordance with the provisions of this Policy and are accounted for in the Annual Financial Report. This Investment Policy is used to guide Authority staff in investment decisions and transactions.

POLICY: It is the policy of East Bay Dischargers Authority (Authority) to invest public funds in a manner which prioritizes security over investment return, while meeting the daily cash flow demands of the Authority, and conforming to California Government Code Sections 53601 through 53686 and other statutes governing the investment of public funds.

DETAILED DISCUSSION:

A. OBJECTIVES:

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the East Bay Dischargers Authority shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
2. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the East Bay Dischargers Authority to meet all operating requirements which might be reasonably anticipated.

3. Return on Investments: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio. (CGC 53600.5)

B. STANDARD OF CARE:

- **Prudence:** All investments shall be made within the policy framework of liquidity, safety, and investment return, with the judgment and care a person of prudence and intelligence would, under the circumstances then prevailing, exercise in the management of his/her affairs.
- **Ethics and Conflict of Interest:** District officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Officers and employee involved in the investment process shall abide by CGC Section 109, et seq. and the California Political Reform Act.
- **Delegation of Authority:** The authority to manage investment programs is granted to the Investment Committee which is comprised of the two members of the Financial Management Committee appointed by the Commission, and the General Manager/Treasurer. The responsibility for the operation and day-to-day maintenance of the investment program is delegated to the Authority's General Manager/Treasurer. The General Manager/Treasurer shall file with the Authority an official bond. The Authority shall pay the cost of said bonds.

C. PROCEDURES:

The General Manager/Treasurer shall establish written procedures and a system of internal controls for the operation of the investment program consistent with this investment policy to be incorporated into the Authority's Financial Management System Policy and Procedures Manual. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Financial Management Committee. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The General Manager/Treasurer is a trustee and a fiduciary subject to the prudent investor standard. (CGC 53600.3)

D. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS:

The General Manager/Treasurer will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization that are authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the General Manager/Treasurer shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations and familiar with the Government Code restrictions on public agency investments and have a substantial experience with other public agency investments.

Before engaging in investment transactions with a broker/dealer, the General Manager/Treasurer shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the Authority's account with that firm has reviewed the Authority's Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

E. AUTHORIZED AND SUITABLE INVESTMENTS:

- The allowable investment instruments applicable to all local agencies, including the East Bay Dischargers Authority, are shown in the documents listed below and included by reference in this investment policy. California Government Code Section 5920-5924
- California Government Code Section 16429.1-16429.4
- California Government Code Section 53500-53505
- California Government Code Section 53600-53609
- California Government Code Section 53630-53686

See CGC 53601 for a detailed summary of the limitations and special conditions that apply to each of the above listed investment securities. A table summarizing allowable investments is included as Figure 1 in the California Debt and Investment Advisory

Commission's Local Agency Investment Guidelines, available at the following website: <https://www.treasurer.ca.gov/cdiac/laig/guideline.pdf>. The Guidelines and table are updated periodically to reflect changes in law. The most recent version at the time of Policy adoption is attached here for reference.

F. PROHIBITED INVESTMENTS:

Under the provisions of CGC 53601.6 and 53631.5, the Authority shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

G. COLLATERALIZATION:

All certificates of deposits and repurchase agreements must be collateralized by U. S. Treasury Obligations. Collateral must be held by a third party and valued on a monthly basis. The percentage of collateralization on Repurchase Agreements will adhere to the amount required under CGC 53601(i)(2).

H. DIVERSIFICATIONS:

It is the policy of the Authority to diversify its investment portfolio. With the exception of funds invested in LAIF, United State Treasury Bills, notes, and bonds, the Authority will diversify its investments by security type and, within each type, by institution. Invested assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification shall be determined and revised periodically by the Treasurer in consultation with the Financial Management Committee. In establishing specific diversification strategies, the following guidelines shall apply:

- 1) Portfolio maturities shall be matched against projected liabilities to avoid an over concentration in a specific series of maturities.
- 2) Maturities selected shall provide for stability and liquidity.
- 3) Disbursement and payroll dates shall be covered by the scheduled maturity of specific investments, marketable U. S. Treasury Bills or Notes or other cash equivalent instruments, such as money market mutual funds.

I. PERFORMANCE STANDARDS:

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs of the Authority. The Authority shall establish a performance benchmark. Benchmarks may change over time based on changes in market conditions, investment preferences, or cash flow requirements.

J. INTERNAL CONTROLS:

The Authority shall establish a set of internal controls which shall be documented in writing. The internal controls will be reviewed by the Authority and with the independent auditor. The controls shall be designed to prevent employee error, misrepresentations by third parties, and unanticipated changes in financial markets or imprudent actions by officers or employees of the Authority.

K. SAFEKEEPING & CUSTODY:

All security transactions entered into by the Authority shall be conducted on delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to the Authority by book entry, physical delivery or by third party custodial agreement. (CGC 53601). The Treasurer shall deposit securities in which the Authority holds funds in a safe deposit box in the name of East Bay Dischargers Authority.

L. REPORTING:

The Treasurer shall submit to the Commission a monthly report. The report shall include a complete description of the portfolio, the type of investment, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed by third party contractors. The report will also include the source of the portfolio valuation. In the case of funds invested in The Local Agency Investment Fund (LAIF), FDIC Insured accounts or county investment pools, current statements from those institutions will satisfy the above reporting requirement. The report will also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy and, (2) the Authority will meet its expenditure obligations for the next six months. [CGC 53646(b)]. The Treasurer shall maintain a complete and timely record of all investment transactions.

M. INVESTMENT POLICY ADOPTION:

The Investment Policy shall be adopted by resolution of the East Bay Dischargers Authority. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the Commission.

GLOSSARY:

ASK PRICE: The price at which a seller offers to sell a security to a buyer.

ASSET-BACKED SECURITIES: Bonds created from various types of consumer debt.

Returns on these securities come from customer payments on their outstanding loans. The primary types of asset-backed securities are mortgages, home equity loans, auto loans, leases, credit card receivables and student loans.

BANKERS' ACCEPTANCE: A letter of credit issued in a foreign trade transaction which allows exporters to receive payment prior to importation of their goods. Banks provide short-term financing to facilitate the transaction and may sell the obligation to a third party. Bankers' Acceptances are secured by the issuer of the bill, while the underlying goods also serve as collateral.

BANK DEPOSITS: Collateral in the form of currency that may be in the form of demand accounts (checking) or investments in accounts that have a fixed term and negotiated rate of interest.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID PRICE: The price at which a buyer offers to purchase a security from the seller.

BOND: A debt investment in which an investor loans money to an entity (corporate or governmental) that borrows the funds for a defined period of time at a fixed interest rate called a coupon payment. Bonds are used by companies, municipalities, states and the U.S. government to finance a variety of projects and operating activities.

BROKER: A broker aligns buyers and sellers of securities and receives a commission when a sale occurs. Brokers generally do not hold inventory or make a market for securities.

CALIFORNIA LOCAL AGENCY OBLIGATIONS: Bonds that are issued by a California county, Authority, Authority and county, including a chartered Authority or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

CD (CERTIFICATE OF DEPOSIT): Time deposits issued by a bank, savings or federal credit union, or state-licensed branch of a foreign bank. Negotiable Certificates of Deposits rely on the credit rating of the issuing entity.

COLLATERAL: Securities, evidence of deposit, or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZATION: Process by which a borrower pledges securities, property, or other deposits for the purpose of securing the repayment of a loan and/or security.

COMMERCIAL PAPER: Short-term unsecured promissory note issued by a company or financial institution. Commercial paper is issued at a discount and matures at face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more nationally recognized statistical rating organizations (NRSROs).

COUNTY POOLED INVESTMENT FUNDS: The aggregate of all funds from public agencies placed in the custody of the county treasurer or chief finance officer for investment and reinvestment.

COUPON: The annual rate of interest that a bond's issuer promises to pay the bondholder, expressed as a percentage of the bond's face value.

CREDIT RISK: Credit risk is the likelihood that an issuer will be unable to make scheduled payments of interest or principal on an outstanding obligation.

CUSTODIAN: An agent such as a broker or a bank that stores a customer's investments for safekeeping. The custodian does not have fiduciary responsibilities.

DEALER: A dealer, as opposed to a broker, acts as a principal in security transactions, selling securities from, and buying securities for his/her own position.

DEFAULT: To default is to fail to repay principal or make timely interest payments on a bond or other debt investment security, or failure to fulfill the terms of a note or contract.

DELIVERY VERSUS PAYMENT (DVP): A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

FIDUCIARY: An individual who holds something in trust for another and bears liability for its safekeeping.

FLOATING RATE INVESTMENTS: Notes whose interest rate is adjusted according to the interest rates of other financial instruments. These instruments provide protection against rising or falling interest rates, but may pay lower yield than fixed rate notes.

FUTURES: Commodities, which are sold in the present time and are to be delivered at a future date.

INTEREST ONLY STRIPs: Securities with cash flow based entirely on the monthly interest payments received from a mortgage, Treasury, or bond payment. No principal is included in these types of securities.

INVERSE FLOATING RATE INVESTMENTS: Variable-rate notes (such as inverse floating rate notes) whose coupon and value increase as interest rates decrease.

INVESTMENT PROGRAM: The process of modern portfolio management. The process includes establishing investment policy, analysis of the economic and capital markets environment, portfolio monitoring and rebalancing, and measuring performance.

LIQUIDITY: The ease with which investments can be converted to cash at their present market value. Liquidity is significantly affected by the number of buyers and sellers trading a given security and the number of units of the security available for trading.

LOCAL AGENCY BONDS: These bonds are issued by a county, Authority, Authority and county, including a chartered Authority or county, school district, community college district, public district, county board of education, county superintendent of schools, or any public or municipal corporation.

LOCAL AGENCY INVESTMENT FUND (LAIF): A voluntary investment fund open to state and local government entities and certain non-profit organizations in California in which organization pools their funds for investment. LAIF is managed by the State Treasurer's Office.

MARKET RISK: Market risk is the risk that investments will change in value based on changes in general market prices.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract which includes provisions specific to the governmental agency that is signed by an authorized officer with each counterparty. A master agreement will often specify details to the nature of transactions, the relationship of the parties to the agreement, parameters pertaining to the ownership and custody of collateral, and remedies in the event of default by either party.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES (MTN): Unsecured, investment-grade senior debt securities of major corporations that are sold either on a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MORTGAGE-BACKED SECURITIES: A debt instrument with a pool of real estate loans as the underlying collateral. The mortgage payments of the real estate assets are used to pay interest and principal on the bonds.

MORTGAGE PASS-THROUGH SECURITIES: A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

MUTUAL FUNDS: An investment company that pools money and can invest in a variety of securities, including fixed-income securities and money market instruments. **Money market mutual funds** invest exclusively in short-term (1-day to 1-year) debt obligations such as Treasury bills, certificates of deposit, and commercial paper. The principal objective is the preservation of capital and generation of current income.

OFFER: The price asked by a seller of securities. See Ask Price and Bid Price.

OPTION: A contract that provides the right or obligation, depending on the buyer or seller's position within the contract, to buy or to sell a specific amount of a specific security within a predetermined time period at a specified price. A call option provides the right to buy the underlying security. A put option provides the right to sell the underlying security. The seller of the contracts is called the writer.

PORTFOLIO: A collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRINCIPAL ONLY STRIPS: Securities with cash flow based entirely on the principal payments received from an obligation.

RANGE NOTES: A range note is a bond that pays interest if a specified interest rate remains above or below a certain level and/or remains within a certain range.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price.

REPURCHASE AGREEMENT (RP, Repo): A contractual transaction between an investor and an issuing financial institution (bank or securities dealer). The investor exchanges cash for temporary ownership or control of collateral securities, with an agreement between the parties that on a future date, the financial institution will repurchase the securities.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held by the bank in the customer's name.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES AND EXCHANGE COMMISSION (SEC): A federal government agency comprised of five commissioners appointed by the President and approved by the Senate. The SEC was established to protect the individual investor from fraud and malpractice in the marketplace. The Commission oversees and regulates the activities of registered investment advisers, stock and bond markets, broker/dealers, and mutual funds.

STATE OBLIGATIONS: Registered treasury notes or bonds of the 50 United States, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the 50 United States.

STRIPS: Bonds, usually issued by the U.S. Treasury, whose two components, interest and repayment of principal, are separated and sold individually as zero-coupon bonds. Strips are an acronym for Separate Trading of Registered Interest and Principal of Securities.

SUPRANATIONALS: International financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe.

TRUSTEE: An individual or organization, which holds or manages and invests assets for the benefit of another. The trustee is legally obliged to make all trust-related decisions with the trustee's interests in mind, and may be liable for damages in the event of not doing so.

U.S. AGENCY OBLIGATIONS: Federal agency or United States government-sponsored enterprise obligations (GSEs), participations, or other instruments. The obligations are issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. Issuers include: Fannie Mae, Farmer Mac, Federal Farm Credit Banks, Freddie Mac, Federal Home Loan Banks, Financing Corporation, Tennessee Valley Authority, Resolution Trust Funding Corporation, World Bank, Inter-American Development Bank, and PEFCO.

U.S. TREASURY OBLIGATIONS (TREASURIES): Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk and are the benchmark for interest rates on all other securities in the U.S. and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury Bills: All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury Bills (T-bills). The Treasury currently issues 3-month and 6-month T-bills at regular weekly auctions. It also issues "cash management" bills as needed to smooth cash flows.

Treasury Notes: All securities issued with initial maturities of 2- to 10-years are called Treasury Notes (T-notes), and pay interest semi-annually.

Treasury Bonds: All securities issued with initial maturities greater than 10-years are called Treasury Bonds (T-bonds). Like Treasury Notes, they pay interest semi-annually.

WAL: Weighted Average Life: The average life of all the securities that comprise a portfolio, typically expressed in days or years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. Yield does not include capital gains.

Income Yield is obtained by dividing the current dollar income by the current market price for the security.

Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

ZERO-COUPON BOND: A bond on which interest is not payable until maturity (or earlier redemption), but compounds periodically to accumulate to a stated maturity amount. Zero-coupon bonds are typically issued at a discount and repaid at par upon maturity.

ALLOWABLE INVESTMENT INSTRUMENTS PER STATE GOVERNMENT CODE (AS OF JANUARY 1, 2021)^A APPLICABLE TO ALL LOCAL AGENCIES^B

See "Table of Notes for Figure 1" on the next page for footnotes related to this figure.

INVESTMENT TYPE	MAXIMUM MATURITY ^c	MAXIMUM SPECIFIED % OF PORTFOLIO ^b	MINIMUM QUALITY REQUIREMENTS	GOV'T CODE SECTIONS
Local Agency Bonds	5 years	None	None	53601(a)
U.S. Treasury Obligations	5 years	None	None	53601(b)
State Obligations— CA And Others	5 years	None	None	53601(c) 53601(d)
CA Local Agency Obligations	5 years	None	None	53601(e)
U.S Agency Obligations	5 years	None	None	53601(f)
Bankers' Acceptances	180 days	40%	None	53601(g)
Commercial Paper—Non-Pooled Funds (under \$100,000,000 of investments)	270 days or less	25% of the agency's money ^a	Highest letter and number rating by an NRSRO ^a	53601(h)(2)(c)
Commercial Paper—Non-Pooled Funds (min. \$100,000,000 of investments)	270 days or less	40% of the agency's money ^a	Highest letter and number rating by an NRSRO ^a	53601(h)(2)(c)
Commercial Paper— Pooled Funds	270 days or less	40% of the agency's money ^a	Highest letter and number rating by an NRSRO ^a	53635(a)(1)
Negotiable Certificates of Deposit	5 years	30%	None	53601(i)
Non-negotiable Certificates of	5 years	None	None	53630 et seq.
Placement Service Deposits	5 years	50%	None	53601.8 and 53635.8
Placement Service Certificates of Deposit	5 years	50%	None	53601.8 and 53635.8
Repurchase Agreements	1 year	None	None	53601(j)
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	20% of the base value of the	None ^a	53601(j)
Medium-Term Notes ^a	5 years or less	30%	"A" rating category or its equivalent or	53601(k)
Mutual Funds And Money Market Mutual Funds	N/A	20%	Multiple ^a	53601(l) and 53601.6(b)
Collateralized Bank Deposits ^a	5 years	None	None	53630 et seq. and 53601(n)
Mortgage Pass-Through and Asset-Backed Securities	5 years or less	20%	"AA" rating category or its	53601(o)
County Pooled Investment Funds	N/A	None	None	27133
Joint Powers Authority Pool	N/A	None	Multiple ^a	53601(p)
Local Agency Investment Fund	N/A	None	None	16429.1
Voluntary Investment Program Fund ^a	N/A	None	None	16340
Supranational Obligations ^a	5 years or less	30%	"AA" rating category or its	53601(q)
Public Bank Obligations	5 years	None	None	53601(r), 53635(c) and 57603

TABLE OF NOTES FOR FIGURE 1

- ^a Sources: Sections 16340, 16429.1, 27133, 53601, 53601.6, 53601.8, 53630 et seq., 53635, 53635.8, and 57603.
- ^b Municipal Utilities Districts have the authority under the Public Utilities Code Section 12871 to invest in certain securities not addressed here.
- ^c Section 53601 provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.
- ^d Percentages apply to all portfolio investments regardless of source of funds. For instance, cash from a reverse repurchase agreement would be subject to the restrictions.
- ^e No more than 30 percent of the agency's money may be in bankers' acceptances of any one commercial bank.
- ^f Includes agencies defined as a city, a district, or other local agency that do not pool money in deposits or investment with other local agencies, other than local agencies that have the same governing body.
- ^g Local agencies, other than counties or a city and county, may purchase no more than 10 percent of the outstanding commercial paper and medium-term notes of any single issuer.
- ^h Issuing corporation must be organized and operating within the U.S., have assets in excess of \$500 million, and debt other than commercial paper must be in a rating category of "A" or its equivalent or higher by a nationally recognized statistical rating organization, or the issuing corporation must be organized within the U.S. as a special purpose corporation, trust, or LLC, have program wide credit enhancements, and have commercial paper that is rated "A-1" or higher, or the equivalent, by a nationally recognized statistical rating agency.
- ⁱ Includes agencies defined as a county, a city and county, or other local agency that pools money in deposits or investments with other local agencies, including local agencies that have the same governing body. Local agencies that pool exclusively with other local agencies that have the same governing body must adhere to the limits set forth in Section 53601(h)(2)(C).
- ^j No more than 30 percent of the agency's money may be in negotiable certificates of deposit that are authorized under Section 53601(i).
- ^k Effective January 1, 2020, no more than 50 percent of the agency's money may be invested in deposits, including certificates of deposit, through a placement service as authorized under 53601.8 (excludes negotiable certificates of deposit authorized under Section 53601(i)). On January 1, 2026, the maximum percentage of the portfolio reverts back to 30 percent. Investments made pursuant to 53635.8 remain subject to a maximum of 30 percent of the portfolio.
- ^l Reverse repurchase agreements or securities lending agreements may exceed the 92-day term if the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of a security using a reverse repurchase agreement or securities lending agreement and the final maturity dates of the same security.
- ^m Reverse repurchase agreements must be made with primary dealers of the Federal Reserve Bank of New York or with a nationally or state chartered bank that has a significant relationship with the local agency. The local agency must have held the securities used for the agreements for at least 30 days.
- ⁿ "Medium-term notes" are defined in Section 53601 as "all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States."
- ^o No more than 10 percent invested in any one mutual fund. This limitation does not apply to money market mutual funds.
- ^p A mutual fund must receive the highest ranking by not less than two nationally recognized rating agencies or the fund must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Sections 53601 and 53635.
- ^q A money market mutual fund must receive the highest ranking by not less than two nationally recognized statistical rating organizations or retain an investment advisor registered with the SEC or exempt from registration and who has not less than five years' experience investing in money market instruments with assets under management in excess of \$500 million.
- ^r Investments in notes, bonds, or other obligations under Section 53601(n) require that collateral be placed into the custody of a trust company or the trust department of a bank that is not affiliated with the issuer of the secured obligation, among other specific collateral requirements.
- ^s A joint powers authority pool must retain an investment advisor who is registered with the SEC (or exempt from registration), has assets under management in excess of \$500 million, and has at least five years' experience investing in instruments authorized by Section 53601, subdivisions (a) to (o).
- ^t Local entities can deposit between \$200 million and \$10 billion into the Voluntary Investment Program Fund, upon approval by their governing bodies. Deposits in the fund will be invested in the Pooled Money Investment Account.
- ^u Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less.

East Bay Dischargers Authority Investment Strategy

Last Updated: March 21, 2019

In the interest of prudent investment of EBDA's funds, and to preserve the primary investment objectives of safety, liquidity and yield, EBDA adopts the following strategy:

- Within the framework of California Government Code Section 53601-53606 detailing allowable investments, EBDA will invest its idle long-term funds in CDs, California's Local Agency Investment Fund (LAIF), and California Asset Management Program (CAMP).
- Staff may select which of the above instruments in which to invest and in what quantities, as long as there is less than a 50 basis point (0.5%) differential between the instruments. If the differential is higher, staff shall direct funds to the instrument with higher returns.
- Individual securities such as CDs will have a maturity of no longer than three (3) years and be FDIC insured.
- The portfolio mix will be adjusted as needed to react to changes in liquidity requirements, market changes, and legal constraints.

This strategy will be evaluated and reviewed at least annually for cost-effectiveness. Guidance on permissible investment instruments, standards of care for invested funds, and the role of staff in the investment program are located in EBDA's Investment Policy.

ITEM NO. FM7 BANKING ALTERNATIVES

Recommendation

This information is for the Committee to review and provide direction to staff.

Background

As shown in the Supplemental Treasurer's Report in Item No. FM5, EBDA currently holds two checking accounts with Wells Fargo Bank – one that is used specifically for payroll, and the other that is used to pay the Authority's other bills. The Authority's investments are currently with LAIF, as discussed in Item No. FM6. Over the past three years, balances in EBDA's Wells Fargo checking account have ranged from approximately \$90,000 to \$3.3 million, with significant variability associated with cash flows, as shown in the graph in Item No. FM6.

The Committee requested that staff research opportunities for switching from Wells Fargo's banking services to a more local financial institution, with a goal of keeping the Authority's financial resources in the community it serves, and investing in banks with socially-responsible lending practices. Several years ago, an Oro Loma Board Member analyzed 2019 data from the Home Mortgage Disclosure Act (2019) Loan Application Register of home mortgages for consumers in Alameda County. His analysis found that Wells Fargo had a rate of about 50% denial of loans to applicants who identified as "Blacks or African American," whereas Fremont Bank's denial rate was about 20%. Staff reviewed 2022 data from the same source and found that Wells Fargo's denial rate for Black or African American applicants was 37%; Fremont Bank's was 22%.

In 2020, staff performed an alternatives assessment at the Committee's direction. Staff surveyed four banks and two credit unions within a five-mile radius of the Authority. The following services were evaluated: treasury management, fraud prevention, and in-branch and online access. The credit unions offer basic checking accounts without treasury management or fraud prevention services. Staff does not recommend using an institution that does not offer fraud prevention services. The banks surveyed all offer similar services to what the Authority currently has with Wells Fargo, including treasury management and fraud prevention (e.g., Positive Pay and ACH preauthorization).

At that time, the Authority's checking accounts had recently been converted to Wells Fargo's treasury management services. Staff's recommendation was to stay with Wells Fargo to allow staff time to better understand the new platform and fee structure.

Discussion

Staff continues to be satisfied with Wells Fargo's services and online platform. The Relationship Manager and team are responsive and knowledgeable. The treasury management and fraud prevention services have proven to be very valuable. On more than one occasion, a fraudulent check has been presented. The items were flagged for review, and no losses were incurred by the Authority. Therefore, the reason to switch to another institution would only be to invest locally and/or socially-responsibly if the fee schedule is comparable.

Most recently, staff has consulted with two banks to assess their advantages and disadvantages relative to Wells Fargo:

- **Fremont Bank** is a local bank that is committed to investing in the local community, which is consistent with the Committee’s expressed goals. Services offered by Fremont Bank are similar to those the Authority currently has with Wells Fargo, including treasury management and fraud prevention (e.g., Positive Pay and ACH preauthorization). Using EBDA data for May 2023, Fremont Bank provided the comparison below showing their fees and credits relative to Wells Fargo’s. EBDA’s balance and activity would have incurred a \$150 fee from Fremont Bank in May, whereas with Wells Fargo, EBDA had a net credit, meaning fees were fully offset. Over the past fiscal year, EBDA incurred no fees with Wells Fargo, whereas with Fremont Bank, EBDA would be more likely to incur fees, though they may be small.

Review	Fremont Bank	Wells Fargo
Analysis	2 Analysis accts	2 Analysis accts
	Average Collected Balance \$1,033,796.69	Average Collected Balance \$1,033,796.69
	Positive Pay ACH, Check & Payee Match & Wire	Positive Pay ACH, Check & Payee Match & Wire
	Using May's activities to perform analysis	Using May's activities to perform analysis
Activity Charges	\$ 465.62	\$ 278.82
Earnings Credit	\$ 316.09	\$ 1,448.73
Deficit	\$ 149.53	Net 1169.91

- **Community Bank of the Bay (CBB)** is a San Francisco Bay Area commercial bank with full-service offices in Oakland, Danville and San Mateo. CBB is committed to investing in Bay Area communities, which is consistent with the Commission’s expressed goals. Services offered by CBB are similar to those the Authority currently has with Wells Fargo, including treasury management and fraud prevention (e.g., Positive Pay and ACH preauthorization). Remote deposit service would be added, since the nearest branch is located in downtown Oakland. A recent comparison between CBB and Wells Fargo client analyses shows almost no difference in their rates. CBB has limited experience with government agencies. Though they list East Bay Municipal Utility District (EBMUD) as a customer, follow-up with EBMUD staff revealed that they only held certificates of deposit with CBB, and they do their primary banking with Wells Fargo.

Staff is seeking Committee direction on whether to remain with Wells Fargo or switch to one of the alternatives presented, or another bank not discussed here. Staff has been happy with Wells Fargo’s service, and switching to another bank brings an element of uncertainty. There would also be effort involved in setting up the accounts, authorized signers, approved vendors, and other administration. Considerations also include the fact that Wells Fargo is a LAIF member, which facilitates transfers between the Authority’s bank account and LAIF account. Wells Fargo also has branches outside the Bay Area, which could be of value in a region-wide emergency. Lastly, the recent failures of Silicon Valley Bank and Signature Bank have put a spotlight on certain risks associated with smaller regional banks in comparison to national banks that are more heavily regulated.

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ITEM NO. 10

OPERATIONS & MAINTENANCE COMMITTEE AGENDA

Monday, July 17, 2023

12:00 P.M.

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

Committee Members: Johnson (Chair); Lathi

OM1. Call to Order

OM2. Roll Call

OM3. Public Forum

OM4. EBDA Permit Compliance

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

OM5. Status Report

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

OM6. Motion Authorizing the General Manager to Execute a Force Main Maintenance Services Agreement with Union Sanitary District

(The Committee will consider the motion.)

OM7. Motion Authorizing the General Manager to Execute an Agreement with Nate Kauffman for Horizontal Levee Visioning and Communications in the Amount of \$30,000

(The Committee will consider the motion.)

OM8. Motion Authorizing the General Manager to Execute a Task Order-Based Agreement with GSE, Inc., Task Order Number 1 for As-Needed Services in an Amount Not to Exceed \$25,000 and Task Order Number 2 for OLEPS Wet Well Sluice Gate Repairs in the Amount of \$75,000

(The Committee will consider the motion.)

OM9. Motion Authorizing the General Manager to Execute a Work Order-Based Agreement with D.W. Nicholson Corporation, Task Order Number 1 for As-Needed Services in an Amount Not to Exceed \$25,000 and Task Order Number 2 for OLEPS Emergency Outfall Weir Improvement in the Amount of \$55,822

(The Committee will consider the motion.)

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, contact Juanita Villasenor at juanita@ebda.org or (510) 278-5910. 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>.

**Next Scheduled Operations and Maintenance Committee is
Tuesday, September 19, 2023, at 2:00 p.m.**

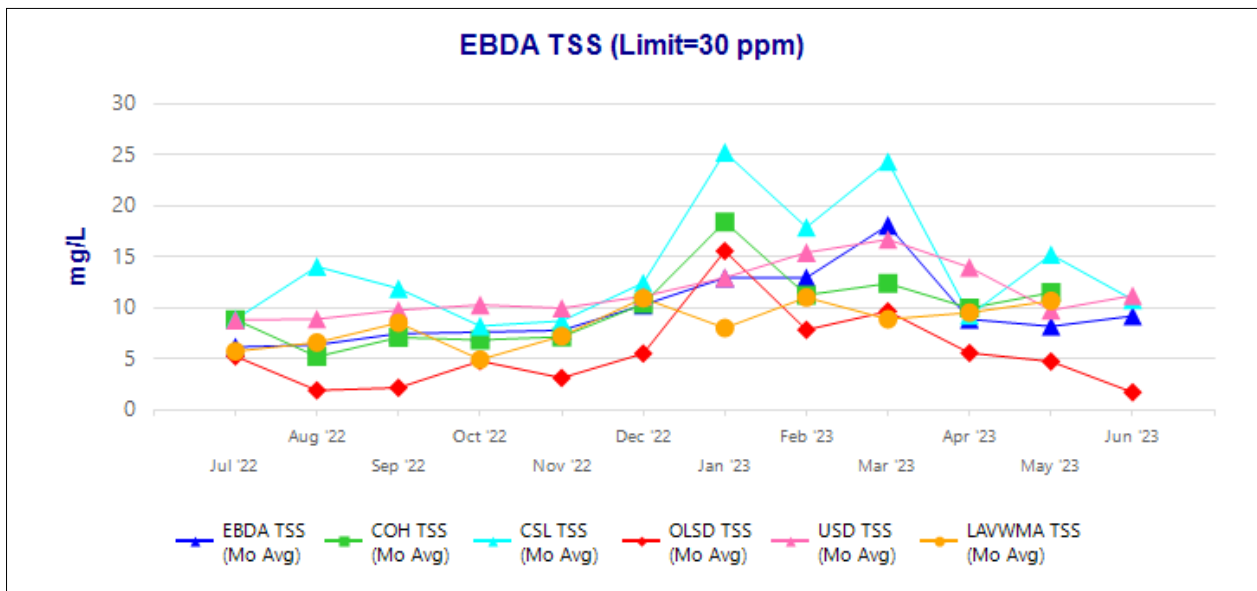
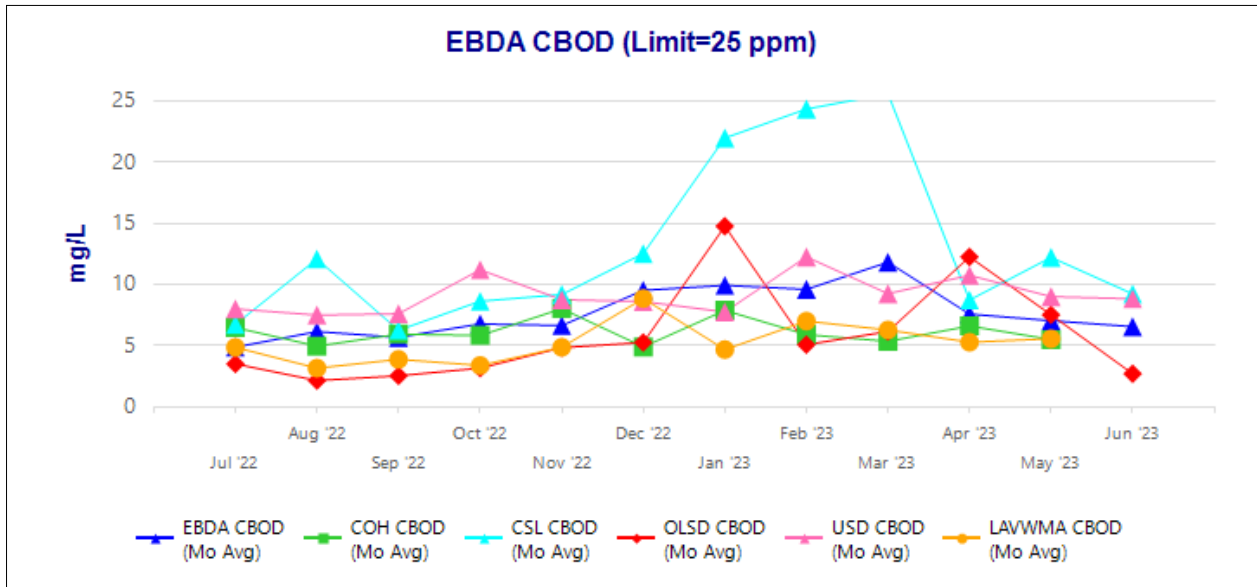
ITEM NO. OM4 EBDA PERMIT COMPLIANCE

Recommendation

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

Discussion

There were no NPDES permit violations in May, and preliminary data from June are also free of permit exceedances. Member Agency CBOD and TSS performance are shown below. A table with bacterial indicators is also included.



EBDA Bacterial Indicators

Date	FECAL	ENTERO
	MPN/ 100mL	MPN/ 100mL
Limit (90th Percentile)	1100	1100
Limit (Geomean)	500	280
July 2022 Geomean	20	6
August 2022 Geomean	15	34
September 2022 Geomean	43	28
October 2022 Geomean	12	4
November 2022 Geomean	6	6
December 2022 Geomean	21	9
January 2023 Geomean	12	14
February 2023 Geomean	4	2
March 2023 Geomean	3	2
April 2023 Geomean	10	7
5/1/2023	22	50
5/2/2023	13	32
5/8/2023	2	215
5/9/2023	8	84
5/15/2023	33	217
5/16/2023	23	181
5/22/2023	26	55
5/23/2023	130	429
5/29/2023	14	192
5/30/2023	4	142
May 2023 Geomean	15	122
6/5/2023	4	133
6/6/2023	2	86
6/7/2023	NA	104
6/12/2023	2400	84
6/13/2023	17	49
6/14/2023	NA	65
6/19/2023	4	120
6/20/2023	2	88
6/26/2023	2	102
6/27/2023	2	45
June 2023 Geomean	8	83

ITEM NO. OM5 STATUS REPORT

Union Effluent Pump Station (UEPS)

Effluent Pump No. 6 Variable Frequency Drive (VFD)

On July 7, 2023, USD maintenance staff installed the new VFD inverter section for Effluent Pump No. 6. The VFD is operating without any issues at this time.

Hayward Effluent Pump Station (HEPS)

Effluent Pump Replacement Project

The new Effluent Pumps are currently on order with the lead time quoted as 28 weeks, which would have the pumps arriving in late December 2023 or January 2024, assuming no further supply chain delays. EBDA would most likely postpone the installation of the new pumps until the end of the wet season in April or May of 2024.

Oro Loma Effluent Pump Station (OLEPS)

Emergency Outfall Upgrade

Staff is recommending approval of a motion authorizing the General Manager to execute an agreement with D.W. Nicholson Corporation (DWN) for the OLEPS Emergency Outfall Weir Upgrade in the amount of \$55,822. See Item No. OM9.

Main Electrical Switchboard Upgrade

On June 27, 2023, Schneider Electric completed the last item on their punch list, and the OLEPS Main Electrical Switchboard Upgrade Project is now complete. Todd Beecher, EBDA's contract electrical engineer, will now be starting the next phase of the OLEPS Electrical Upgrade Project with the design of two new Automatic Transfer Switches (ATSs).

Skywest Pump Station

Recycled Water Production

During the month of June 2023, the Skywest Recycled Water System operated for three days and produced 1.66 million gallons of recycled water.

Marina Dechlorination Facility (MDF)

No change; all equipment is operational.

Force Main

Staff is recommending approval of the Agreement with Union Sanitary District (USD) for expanded force main preventative maintenance services. See Item OM6.

Operations Center

No change; all equipment is operational.

Miscellaneous Items

Underground Service Alerts

EBDA received seventeen (17) Underground Service Alert (USA) tickets during the month of June 2023. Eleven required an Electronic Positive Response (EPR) and calls/emails to the excavators, and of the eleven, four required field verification.

EBDA Vehicle

On September 16, 2022, a Purchase Order was submitted to National Auto Fleet Group for EBDA's new F-150 Truck. On September 26, 2022, staff traded in EBDA's 2008 Ford Ranger for \$9,100. Due to the high trade-in value, it was necessary to trade-in the truck as soon as possible before the trade-in value was reduced. The new F-150 is on order, and EBDA is waiting for an estimated delivery date from Ford.

Special Projects

Roof Replacement Projects

The Administration Building, the MDF Sodium Bisulfite (SBS) Building, and the OLEPS roofs are all complete. On June 29, 2023, an inspection was conducted and a punch list was developed. The roofing contractor is currently working on the punch list items and a final inspection will be scheduled.

Cargill Brine Project

Following certification of the Final Environmental Impact Report (EIR) for the proposed project by the Commission in June, Cargill informed EBDA staff that they have made the decision to pause design and related work on the proposed pipeline route and re-evaluate the "Bayside" pipeline route.

To meet the agreed schedule with Union City to combine their Union City Boulevard Bike Path Project with the Cargill brine pipeline installation, Cargill would have needed to start spending real money on pipeline construction in Union City this month. Given the uncertainties and risks associated with the franchise agreements through all the cities, they decided they are unable to make those investments right now. The Bayside route, while it will be challenging from an environmental permitting standpoint, gives Cargill more control since they have land use rights along significant portions of it.

In terms of next steps, Cargill plans to begin engineering analyses to establish the new pipeline route. The route shown below from the EIR (in yellow) shows a general concept, but this has not been analyzed thoroughly or optimized. Since Cargill is entirely re-engineering the pipeline and route, EBDA staff has requested they take another look at

connecting at or after MDF instead of OLEPS, which would alleviate EBDA's concerns about corrosion.

Cargill's preliminary schedule shows revised CEQA analysis in 2025, and construction beginning in 2028. In the interim, staff will continue at a measured pace negotiating the operating agreement between Cargill and EBDA.



Advanced Quantitative Precipitation Information (AQPI) Project

The regional AQPI project continues to move forward with a goal of improving prediction of rainfall events in the Bay Area. Following a series of delays, the East Bay radar was installed at Rocky Ridge in December 2022. Contra Costa County staff is currently working through data communications issues. EBDA members can access regional data through AQPI's data portal. Program Management of AQPI is shifting from Colorado State University to the Center for Western Weather and Water Extremes (CW3E) at Scripps Institution of Oceanography, UC San Diego. CW3E will be developing an updated website and data management tools, and a user group meeting to inform tool development was held on July 5, 2023.

ITEM NO. OM6 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A FORCE MAIN MAINTENANCE SERVICES AGREEMENT WITH UNION SANITARY DISTRICT

Recommendation

Authorize the General Manager to execute the Agreement with Union Sanitary District (USD).

Background

EBDA relies on Member Agency staff to operate and maintain its infrastructure, under the direction of EBDA's Operations & Maintenance (O&M) Manager. Historically, the City of San Leandro (San Leandro) has performed O&M of the Marina Dechlorination Facility (MDF) and the San Leandro Effluent Pump Station (SLEPS), provided laboratory services, and performed preventative maintenance on the majority of EBDA's force main. Oro Loma Sanitary District (OLSD) has performed O&M for the Oro Loma Effluent Pump Station (OLEPS), City of Hayward (Hayward) has performed O&M for the Hayward Effluent Pump Station (HEPS), and USD has performed O&M for the Union Effluent Pump Station (UEPS) and performed preventative maintenance on the southern-most segment of EBDA's force main. The Member Agencies provide, and are reimbursed for, these services under agreements with EBDA. The current agreements between EBDA and San Leandro, OLSD, Hayward, and USD have been in place since 1993. The agreements are identical.

Discussion

Staff is recommending updating each of the Member Agency agreements to modernize them and ensure consistency with current practices. The goal is for the agreements to remain essentially identical to one another, and broadly consistent with existing terms. The scope of services for each agreement would be contained in an attachment.

As discussed previously with the Commission, staff is recommending shifting the majority of force main preventative maintenance from San Leandro to USD. This shift is consistent with the shift in force main responsibilities under the Amended and Restated Joint Powers Agreement approved in 2020. Under the new JPA, San Leandro took ownership of the force main segment from San Leandro to MDF, in exchange for no longer having liability for EBDA's southern force main. Under the new proposed approach, San Leandro would continue to maintain the force main segment from OLEPS to SLEPS, and USD would perform maintenance on the segment from UEPS to OLEPS.

USD requested that a new agreement be executed prior to commencing expanded force main preventative maintenance responsibilities. The attached proposed agreement was developed by USD in consultation with EBDA staff. The key terms are aligned with the historic agreement. Specifically, labor costs will be reimbursed at an overhead rate of 2.0, and materials and supplies will include a 10% markup. Vehicle use will be billed based on a vehicle rate schedule that will be updated periodically.

The proposed agreement deals specifically with maintenance of the force main. As noted above, USD also operates and maintains the UEPS. Staff is working with USD to develop a new O&M agreement for the pump station. Together, the force main and pump station agreements will supersede the 1993 USD agreement. To keep the Member Agencies' agreements with EBDA identical, the USD O&M agreements would be consistent with new agreements with Hayward for HEPS, OLSD for OLEPS, and San Leandro for continuing lab, MDF, and force main services. The expectation is that the key financial terms will be consistent with those contained in the proposed USD force main agreement. The additional agreements will be brought to the Commission for consideration in the coming months.

FORCE MAIN MAINTENANCE SERVICES AGREEMENT

This Force Main Maintenance Services Agreement (“Agreement”) by and between Union Sanitary District, a California sanitary district (“District”), and the East Bay Dischargers Authority, a joint powers agency (“EBDA”) is entered into as of _____ (the “Execution Date”). District and EBDA may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

Recitals:

WHEREAS, EBDA requires assistance maintaining EBDA’s force main connecting the Union Effluent Pump Station with the Marina Dechlorination Facility in San Leandro (the “EBDA Force Main”).

WHEREAS, District desires to provide routine maintenance services of the EBDA Force Main and additional maintenance tasks, subject to reimbursement of District’s costs, as provided herein.

NOW, THEREFORE, in consideration of the matters contained in this Agreement, EBDA and District mutually agree as follows:

1. Scope of Services.

1.1 Routine Services. Subject to the terms and conditions set forth in this Agreement, District agrees to assign employees to provide routine maintenance services on the EBDA Force Main, as set forth and according to the schedule in Exhibit A, attached hereto and incorporated herein by this reference (“Routine Services”), as may be updated from time to time by mutual agreement of the Parties. District agrees to furnish labor, materials, tools, equipment, and incidental and customary work necessary to fully and adequately perform and complete the Routine Services. The Routine Services shall be performed in accordance with EBDA’s and USD’s Preventive Maintenance Procedures. District shall notify EBDA of any deficiencies observed. District shall be compensated as set forth in Section 3 below.

1.2 Additional Services. EBDA may request District to provide additional services in addition to the Routine Services (the “Additional Services”). Any Additional Services must be documented in writing from EBDA, such as an email, and shall be acknowledged by the District. District shall be compensated for Additional Services as set forth in Section 3, or as specified in the written Task Order.

1.3 Emergency Services. District shall perform services in the event of an emergency, damage or other time-sensitive issue impacting the EBDA Force Main as set forth below, which services are collectively defined as the “Emergency Services.”

1.4 Performance of Services. The Routine Services, Additional Services and Emergency Services shall collectively hereinafter be referred to as the “Services.”

a. In the event that District discovers damage to, a defect in, or other concern with the EBDA Force Main during the performance of the Services that requires timely resolution, the District shall notify the EBDA Contract Administrator, as defined in Section 8, and await direction from EBDA. District shall perform Emergency Services under this subsection (a) as directed by EBDA, and such Emergency Services shall be documented in a Task Order executed by the Parties as soon as practicable.

b. If, in the event of an area-wide emergency, such as an earthquake or other natural disaster, EBDA notifies District and requests assistance with the EBDA Force Main, District will first assess its own facilities and ability to respond and reply to EBDA's request within 24 hours with an estimate of when District resources would be able to assist. District shall perform Emergency Services under this subsection (b) as directed by EBDA, and such Emergency Services shall be documented in writing from EBDA, such as an email, and shall be acknowledged by the District as soon as practicable.

c. If EBDA notifies District of an asset failure, damage or spill concerning the EBDA Force Main and requests assistance from the District, District will respond as soon as possible, but within four (4) hours. District shall perform Emergency Services under this subsection (c) as directed by EBDA, and such Emergency Services shall be documented in writing from EBDA, such as an email, and shall be acknowledged by the District as soon as practicable.

d. If District determines, in its sole judgement, that it is unable to respond to EBDA's request for District to perform Services, District shall notify EBDA as soon as possible and inform EBDA of when District will be able to perform the requested Services. District's inability to perform Services shall not be considered a breach of this Agreement.

1.5 Unsafe or Hazardous Condition. District is not required to perform the Services in the event that an unsafe or hazardous condition exists or is created by the EBDA Force Main, and District shall not be in breach of this Agreement for failure to perform due to an unsafe or hazardous condition. At the written request of EBDA, such as an email, the District may resolve such issues as an Additional Service, prior to performing the Services.

2. Effective Date. This Agreement shall be effective sixty days (60) after the Execution Date ("Effective Date") and shall continue in full force and effect for a period of ten (10) years, unless earlier terminated by EBDA or District as provided herein. This Agreement may be extended by written agreement of both Parties.

3. Compensation.

3.1 Compensation for Services. EBDA shall compensate District for the Services performed as follows:

a. All direct salary costs at the hourly rate maintained by District plus overhead. Overhead costs are defined as those costs to cover all non-productive time and fringe benefits measured by or applicable to the time of performance of such direct salary, including but not limited to, worker's compensation insurance, social security, state and federal unemployment insurance, medical insurance, salary continuation insurance, pension plan costs

and allowances for vacation, sick leave and holiday pay allowable under federal and state law. The overhead rate shall be 2.0.

b. All equipment costs in accordance with the Rate Schedule for Vehicles attached as Exhibit C, which shall be periodically updated at the discretion of the District, with notice to EBDA. Vehicle rates shall apply when vehicles are in active use and shall not include idle time.

c. Costs of materials and supplies based on invoice or approved rate plus 10 percent administrative cost.

3.2 Billing. The District will submit monthly invoices together with an itemized statement of Services provided, as soon as practicable, but no later than forty-five (45) days from the month the services were provided, or as otherwise agreed to by the Parties. The statement shall describe the Services provided, together with such other reasonable detail and supporting documentation as may be required by EBDA. EBDA will pay all invoiced charges within thirty (30) days of receiving a valid invoice.

3.3 Maintenance of Records. District shall maintain all financial and payroll records in accordance with District's standard practices and make them available to EBDA upon request.

4. District Employees. No relationship of employer and employee is created by this Agreement, it being understood that District staff providing assistance to EBDA under this Agreement are and will remain District employees and neither District nor any of its employees or representatives shall have any claim under this Agreement or otherwise against EBDA, its officers, agents, or employees, for retirement benefits, vacation pay, sick leave, retirement benefits, social security, or unemployment insurance benefits or employee benefits of any kind. District staff shall continue to be covered by District worker's compensation insurance during any Services provided pursuant to this Agreement, and District assumes full responsibility for complying with all applicable CalPERS contributions and related reporting requirements.

5. Control of Services. EBDA agrees that all Services shall be performed by District, unless otherwise approved in writing by EBDA. The personnel performing the Services under this Agreement on behalf of District shall at all times be under District's exclusive direction and control. District will determine the means, methods and details of performing the Services subject to the requirements of this Agreement.

6. Safety. District shall perform the Services, and maintain its work area, so as to avoid injury or damage to any person or property while performing the Services only and shall otherwise exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the Services are to be performed.

7. EBDA Responsibilities.

7.1 EBDA Force Main. EBDA shall be responsible for the safety and condition of the EBDA Force Main and shall provide District with its 2018 Transport System Condition Assessment as an inventory of the EBDA Force Main and its condition prior to the Effective

Date. As set forth in Section 1.3 above, the District is not required to perform the Services in the event an unsafe or hazardous condition exists or is created by the EBDA Force Main. District's performance of Services hereunder shall not create an ongoing obligation for District to, or relieve EBDA's obligation to, maintain EBDA Force Main in a safe condition and good working order.

7.2 Reporting. EBDA shall continue to be responsible for investigating spills from the EBDA Force Main and filing or reporting any California Integrated Water Quality System (CIWQS) or others reports required in connection with any spill from the EBDA Force Main, unless such spill occurs as a result of actions by District staff, in which case the District shall be responsible for investigating but not submitting the CWIQS report as the District is not the owner of the facilities. District shall cooperate in any investigation as reasonably requested by EBDA.

8. Contract Administration. EBDA's General Manager or their designee ("EBDA Contract Administrator") shall administer this Agreement on behalf of EBDA, and District's General Manager or their designee shall administer this Agreement on behalf of District ("District Contract Administrator"). Contract administration shall include the negotiation and execution of Task Orders for Additional Services. EBDA's Contract Administrator shall also provide direction regarding Emergency Services.

9. Indemnification and Hold Harmless.

9.1 District Indemnity. District hereby agrees to indemnify, defend and hold harmless EBDA and its elected and appointed officials, officers, officials, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, to the extent arising out of or resulting from any negligent or willful act or omission performed by District, or any of its officers, agents, employees, or anyone directly or indirectly acting on behalf of District under this Agreement.

9.2 EBDA Indemnity. EBDA hereby agrees to indemnify, defend and hold harmless District and its elected and appointed officials, officers, officials, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, to the extent arising out of or resulting from the condition of the EBDA Force Main, or any negligent or willful act or omission by EBDA, or any of its officers, agents, employees, or anyone directly or indirectly acting on behalf of EBDA under this Agreement.

10. Insurance. Each Party shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by reference.

11. Termination.

11.1 Termination for Convenience. Either Party may terminate this Agreement with or without cause by providing written notice to the other Party no earlier than one (1) year from the termination date. In the event of termination for convenience,

termination shall be effective the later of one (1) year after delivery of a termination notice or such other date as may be set forth in the termination notice.

11.2 Termination for Cause. Either Party may terminate this Agreement in whole or part for default should the other Party commit a material breach of this Agreement, and such breach has not been cured within thirty (30) calendar days of the date of notice by the Party demanding such cure, or if the breach cannot be cured within such thirty (30)-day period, the breaching Party has commenced a cure and cures to completion within a reasonable time period. In the event of termination for cause, termination shall be deemed effective sixty (60) days after delivery of a termination notice.

11.3 Payment to District Up to Termination. In the event of termination for convenience or for cause, District will be entitled to payment for all Services up to the effective date of the termination.

12. Status of Parties. District is a California sanitary district and EBDA is a joint powers agency organized and operating pursuant to the statutes of the State of California. The Parties are thus separate legal entities and independent parties. District shall have no authority, express or implied, pursuant to this Agreement to bind EBDA to any obligation whatsoever. Similarly, EBDA shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

13. Compliance with Laws. District shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law.

14. Governing Law; Venue. The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California except with reference to its choice of laws principles. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

15. Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested, to the entities and addresses listed below. Notice shall be deemed to have been given and received upon the date of actual delivery, if delivered personally, or the date of delivery, if delivered by registered mail. Either Party to this Agreement may at any time, upon notice to the other party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given.

To: EBDA
East Bay Dischargers Authority
Attn: General Manager
2651 Grant Avenue
San Lorenzo, CA 94580

To: USD
Union Sanitary District
Attn: General Manager
5072 Benson Road
Union City, CA 94587

16. Integration and Modification. This Agreement represents the entire integrated agreement between EBDA and District, supersedes all prior negotiations, representations or agreements either written or oral, between the Parties, and may be amended only by written instrument signed by the EBDA and District.

17. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

18. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to any third party.

19. No Party Drafter; Captions. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party. Any caption preceding the text of any section, paragraph or subsection is included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

20. Assignment Prohibited. Neither the District nor EBDA may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

21. Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of District and EBDA.

22. Counterparts. The Parties recognize and agree that separate counterpart signature pages may be used but that all such pages constitute one and the same Agreement.

[signatures follow on next page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

EAST BAY DISCHARGERS AUTHORITY

UNION SANITARY DISTRICT

By: _____
 Jacqueline T. Zipkin, P.E.
Title: General Manager

By: _____
 Paul R. Eldredge, P.E.
Title: General Manager/District Engineer

Approved as to Form:

Approved as to Form:

General Counsel

General Counsel

EXHIBIT A

DESCRIPTION OF FORCE MAIN PREVENTATIVE MAINTENANCE SERVICES

Location	Asset Type to be Maintained	Frequency of Maintenance Activities
108+98 OLEPS North Vault	Sump	Monthly
0+00 OLEPS South Vault	60" Valve & Sump	Monthly
0+00 OLEPS South Vault	Bypass Valve	Bi Annual
20+05	2" Snorkel	Bi Annual
39+25	2" Snorkel	Bi Annual
55+55	6" ARV	Monthly
62+45 Dry Weather Only	6" ARV	Monthly
71+80 Dry Weather Only	2" Snorkel	Bi Annual
87+25	6" ARV	Monthly
94+90	8" Blow Off	Bi Annual
103+00 60" Valve Vault	60" Valve & sump	Bi Annual
107+00 HEPS Vault	Valve & Sump	Monthly
107+12 HEPS Surge Tower	6" Valves	Monthly
20+00	2" Snorkel	Bi Annual
39+40	2" Snorkel	Bi Annual
51+43 Hayward Marsh	Blow Off	Quarterly
70+85	2" Snorkel	Bi Annual
75+52	8" Blow Off	Bi Annual
91+40	6" ARV	Monthly
108+26	8" Blow Off	Quarterly
127+33	6" ARV	Monthly
150+00	2" Snorkel	Bi Annual
173+67	2" Snorkel	Bi Annual
199+40	2" Snorkel	Bi Annual
209+87	6" ARV	Monthly
230+44	8" Blow Off	Bi Annual
249+22	8" ARV	Monthly
261+10	8" Blow Off	Quarterly
268+91	8" ARV	Monthly
276+02	8" Blow Off	Quarterly
294+02 UEPS North Vault	Sump	Monthly
294+44 UEPS South Vault	Valve & Sump	Monthly

Preventative Maintenance Activities Include:

1. Removing and disposing of water from all station locations
2. Landscaping and vegetation removal at all station locations
3. Exercising of ARV and Blow Off isolation valve(s)
4. Exercising of ARV floats
5. In place cleaning of ARV's
6. Removal, Cleaning and Reinstallation of ARV's
7. Exercise/flush sump pumps
8. 60" Valve Vault - test both high level floats, verify intruder alarm and float alarms are received by USD Operations

EXHIBIT B

INSURANCE

[to be inserted]

EXHIBIT C
RATE SCHEDULE FOR VEHICLES

USD FLEET VEHICLE LISTING WITH RATE CODE & RATES as of 7-10-2023

Unit ID	Rate Code	Rate Code Description	Vehicle Description	Hourly Rate
T3343	HT2	COMBO/HYDRO VAC (T&TT) 48-60	Vactor Combo Unit	\$129.66
T3252	HT2	COMBO/HYDRO VAC (T&TT) 48-60	VACTOR COMBO UNIT	\$129.66
T3346	HT2	COMBO/HYDRO VAC (T&TT) 48-60	Vactor Combo Unit	\$129.66
T2053	TV	TV VAN	FORD E-450 TV VAN	\$96.51
T2371	TV	TV VAN	F-550 TV TRUCK	\$96.51
T2372	TV	TV VAN	F-550 TV TRUCK	\$96.51
T2355	TV	TV VAN	Utilimaster TV Van	\$96.51
T3329	DT2	DUMP TRUCK (TRUON)(TRUN) 3AXL	STERLING DUMP TRUCK	\$93.59
T3344	DT2	DUMP TRUCK (TRUON)(TRUN) 3AXL	International Dump Truck	\$93.59
T2377	HT1	HYDRO/JET RODDER (T&TT) 36-48	Ford F-550 Pipe Hunter	\$92.17
T3345	HT1	HYDRO/JET RODDER (T&TT) 36-48	Vac-Con Jetter	\$92.17
T3342	HT1	HYDRO/JET RODDER (T&TT) 36-48	Vactor Ram Jet	\$92.17
T3022	CT2	T&TT 20-28 & COMP 016-025	FORD CF7000	\$86.24
T2373	CT2	T&TT 20-28 & COMP 016-025	F-650 Construction Truck	\$86.24
T2374	CT2	T&TT 20-28 & COMP 016-025	F-650 Construction Truck	\$86.24
T3272	TT	TANK/WATER TRUCK	WATER TRUCK	\$77.47
T2378	TT	TANK/WATER TRUCK	F-550 Water Truck	\$77.47
T2376	DT1	DUMP TRUCK (TRUON)(TRUN) 2AXL	F-550 Dump Truck	\$73.34
T3099	DT1	DUMP TRUCK (TRUON)(TRUN) 2AXL	FLATBED	\$73.34
T1377	V2D	PUS/VANS.5-1T(TRUCK)T&TT)06-12 & COMP 016-025	Chevy Silverado 3500	\$70.92
T1375	V2D	PUS/VANS.5-1T(TRUCK)T&TT)06-12 & COMP 016-025	Chevy Silverado 3500	\$70.92
T1373	V2D	PUS/VANS.5-1T(TRUCK)T&TT)06-12 & COMP 016-025	Chevy Silverado 3500	\$70.92
T1369	V2D	PUS/VANS.5-1T(TRUCK)T&TT)06-12 & COMP 016-025	Chevy Silverado 3500	\$70.92
T3262	BT2	BOOM TRUCK (HCETD)TC-110) 6870	CRANE TRUCK	\$59.99
T3076	WT	LG WINCH TRK(TRUCK)T&TT) 12-20	WINCH TRUCK	\$54.17
T2017	WT	LG WINCH TRK(TRUCK)T&TT) 12-20	DUAL WINCH RIG	\$54.17
T4355	T4	SPECIALTY TRAILER (TB-2) 12-14) & (PERMA) PLT18)	Slip Line Trailer	\$49.98
E5393	ACT	TLRMNTD AIR COMP(AIRCP 025-045	Doosan Air Compressor	\$48.69
E5350	ACT	TLRMNTD AIR COMP(AIRCP 025-045	AIR COMPRESSOR	\$48.69
E5384	P6	PUMP<4167G(PUMWA)APMP)125-250	GODWIN 12" PUMP-IPS BYPASS PUMP	\$42.70
E5386	P6	PUMP<4167G(PUMWA)APMP)125-250	GODWIN 12" PUMP-NPS BYPASS PUMP	\$42.70
E5287	P6	PUMP<4167G(PUMWA)APMP)125-250	10" Diesel Pump	\$42.70
T2375	ST1	SERVICVE TRUCK(TRUCK)06-12	F-550 Flatbed Dump	\$42.39
T1326	ST1	SERVICVE TRUCK(TRUCK)06-12	CHEVY SILVERADO 3500	\$42.39
T1327	ST1	SERVICVE TRUCK(TRUCK)06-12	CHEVY SILVERADO 3500	\$42.39
T1328	ST1	SERVICVE TRUCK(TRUCK)06-12	CHEVY SILVERADO 3500	\$42.39
T1271	ST1	SERVICVE TRUCK(TRUCK)06-12	DODGE RAM 2500	\$42.39
T2269	ST1	SERVICVE TRUCK(TRUCK)06-12	CHEV SILVERADO 3500	\$42.39
T1267	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	DODGE RAM 2500	\$42.39
T1268	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	DODGE RAM 2500	\$42.39
T1358	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-350 SUPER DUTY	\$42.39
T1359	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-350 SUPER DUTY	\$42.39
T1360	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-250 SUPER DUTY	\$42.39
T1361	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-250 SUPER DUTY	\$42.39

USD FLEET VEHICLE LISTING WITH RATE CODE & RATES as of 7-10-2023

Unit ID	Rate Code	Rate Code Description	Vehicle Description	Hourly Rate
T1370	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1371	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1372	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1374	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1384	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	2020 Silverado ARV Truck	\$42.39
T1383	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	2020 F-150	\$42.39
T1376	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1378	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-250 Super Duty	\$42.39
T1379	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	F-250 Super Duty	\$42.39
T1381	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
T1382	V2	PUS/VANS.5-1T(TRUCK)T&TT)06-12	Chevy Silverado 3500	\$42.39
C7348	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, Yellow	\$37.61
C7349	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, Red	\$37.61
C7350	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, Green	\$37.61
C7356	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Coco Truck Cart	\$37.61
C7354	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, White	\$37.61
C7355	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, White	\$37.61
C7351	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, Yellow	\$37.61
C7352	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, White	\$37.61
C7353	UTC	UTILITY CART(TRUCK)T&TT) 00-06	Columbia Cart, White	\$37.61
T1380	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Ford F-150 4x4	\$37.61
P8366	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Volt	\$37.61
P8367	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Volt	\$37.61
P8368	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Bolt	\$37.61
P8369	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Bolt	\$37.61
P8371	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Bolt	\$37.61
P8370	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Chevy Bolt	\$37.61
P8365	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2014 Ford Transit Connect	\$37.61
T1368	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	TOYOTA TACOMA	\$37.61
P8363	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Dodge Caravan	\$37.61
P8364	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Dodge Caravan Cargo	\$37.61
T1367	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	CHEVY COLORADO 4WD	\$37.61
P8330	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	Dodge Caravan	\$37.61
T1337	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	CHEV COLORADO 4WD	\$37.61
T1338	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	DODGE DAKOTA	\$37.61
T1339	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	CHEVY COLORADO	\$37.61
T1340	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	CHEVY COLORADO 4WD	\$37.61
P8035	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	1999 CHEVY ASTRO VAN	\$37.61
T1066	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2002 CHEVY 1500	\$37.61
T1256	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2004 DODGE DAKOTA	\$37.61
P8257	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2004 TOYOTA PRIUS	\$37.61
T1303	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61
T1304	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61
T1305	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61

USD FLEET VEHICLE LISTING WITH RATE CODE & RATES as of 7-10-2023

Unit ID	Rate Code	Rate Code Description	Vehicle Description	Hourly Rate
T1306	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61
T1309	V1	SDN,VAN,LDT (TRUCK)T&TT) 00-06	2007 CHEVY COLORADO	\$37.61
E5352	P5	PUMP<2083G(PUMWA)APMP)050-125	4" GODWIN PUMP	\$36.72
E5381	P5	PUMP<2083G(PUMWA)APMP)050-125	4" GODWIN PUMP	\$36.72
E5382	P5	PUMP<2083G(PUMWA)APMP)050-125	GODWIN 8" PUMP-BOYCE BYPASS PUMP	\$36.72
E5371	P5	PUMP<2083G(PUMWA)APMP)050-125	6" GODWIN PUMP	\$36.72
E5374	P5	PUMP<2083G(PUMWA)APMP)050-125	6" GODWIN PUMP	\$36.72
T4352	T5	LOWBED TRLR (TRAIL) (LB-A) 100	TILT DECK TRAILER	\$17.61
T4104	T5	LOWBED TRLR (TRAIL) (LB-A) 100	BACKHOE TRAILER	\$17.61
T4312	T5	LOWBED TRLR (TRAIL) (LB-A) 100	FLAT BED TRAILER	\$17.61
T4281	T5	LOWBED TRLR (TRAIL) (LB-A) 100	BACKHOE TRAILER	\$17.61
T4174	T5	LOWBED TRLR (TRAIL) (LB-A) 100	FLATBED TRAILER	\$17.61
E5100	WELDER	TLRMNTD WELDER(WELD)AWM250-500	TRAILER WELDER	\$17.19
E5273	LT	LIGHT TOWER (ELGEN)LITE)4LIGHT	BALDOR LIGHT TOWER	\$10.91
E5315	PW	PRESSURE WASHER	Steam Cleaner Trailer Mounted	\$10.63
E5389	PW	PRESSURE WASHER	Steam cleaner/Power washer	\$10.63
E5290	P1	PUMP <167G(PUMWA)APMP) 000-010	3" GORMAN RUPP PORTABLE PUMP	\$4.60
E5319	AB	ARROW BOARD (TRAF)A)(FLAS) TM	SOLAR ARROW BOARD	\$4.46
E5336	AB	ARROW BOARD (TRAF)A)(FLAS) TM	SOLAR ARROW BOARD	\$4.46
E5387	AB	ARROW BOARD (TRAF)A)(FLAS) TM	Arrow Board, Wanco	\$4.46
E5388	AB	ARROW BOARD (TRAF)A)(FLAS) TM	Arrow Board, Wanco	\$4.46
T4270	T3	TRLR <12000(TRAIT) (TB-2)04-06	BYPASS HOSE TRAILER	\$1.66
T4242	T3	TRLR <12000(TRAIT) (TB-2)04-06	CONCRETE SAW TRAILER	\$1.66
T4286	T3	TRLR <12000(TRAIT) (TB-2)04-06	EMERGENCY RESPONSE TRAILER	\$1.66
T4351	T3	TRLR <12000(TRAIT) (TB-2)04-06	TILT BED TRAILER	\$1.66
T4353	T3	TRLR <12000(TRAIT) (TB-2)04-06	Support Tow Trailer	\$1.66
T4354	T3	TRLR <12000(TRAIT) (TB-2)04-06	Easement Maint. Trailer	\$1.66

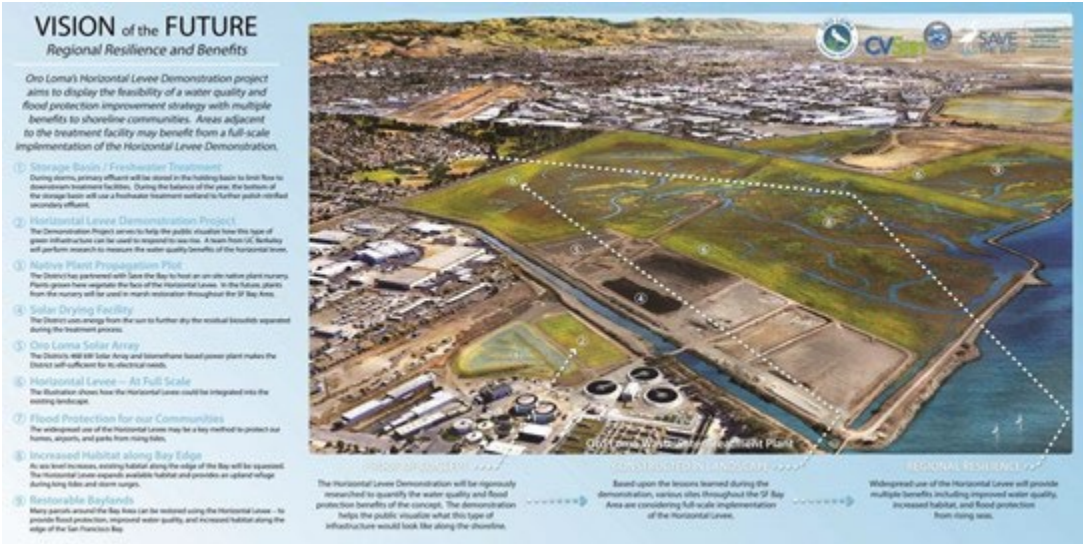
ITEM NO. OM7 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN AGREEMENT WITH NATE KAUFFMAN FOR HORIZONTAL LEVEE VISIONING AND COMMUNICATIONS IN THE AMOUNT OF \$30,000

Recommendation

Approve the motion authorizing the agreement.

Background

Wetlands, horizontal levees, and other “Nature-based Solutions” (NbS) have the potential to provide multiple benefits including water quality improvement through reduction of nutrients and contaminants of emerging concern, creation or restoration of habitat, and protection from sea level rise. Working with Oro Loma and Castro Valley Sanitary Districts and a host of other stakeholders, EBDA has been championing the concept of horizontal levees for multi-benefit shoreline resilience around the Bay. This included creation of the Oro Loma Horizontal Levee demonstration project, a “living laboratory” where research continues. As part of the original project development, landscape architect, Nate Kauffman, was retained by Oro Loma to develop graphics illustrating what the horizontal levee might look like at scale, including the vision board below. Dr. Kauffman is Director of the Sustainable Environmental Design Program at U.C. Berkeley.



As noted previously, the Authority has been engaged more recently in several parallel projects that seek to advance NbS concepts along the East Bay shoreline, including the Transforming Shorelines Project. Transforming Shorelines is led by the San Francisco Estuary Partnership (SFEP) and funded by USEPA Region 9 under its Water Quality Improvement Fund. The project contains a number of components aimed at advancing NbS at wastewater treatment plants. Elements include:

- Establishment of the Transforming Shorelines Collaborative, a stakeholder group that will collaborate on challenges and opportunities associated with NbS projects around the Bay, including San Leandro, Hayward, Oro Loma, and others
- Continued U.C. Berkeley research at the Oro Loma Horizontal Levee demonstration project, including study of reverse osmosis (RO) concentrate treatment
- A feasibility study for NbS at the Hayward Ponds
- Design and environmental permitting of the EBDA First Mile horizontal levee project
- Collaboration for development of treatment wetlands at San Leandro

EBDA is leading the First Mile project and championed the Hayward study, with support from SFEP and the EBDA Member Agencies. In November 2019, the Commission approved Resolution 19-42 authorizing the General Manager to enter into a funding agreement with the Association of Bay Area Governments, SFEP's parent agency. Per that agreement, SFEP is passing through \$650,000 in grant funds to EBDA to reimburse the Authority for consultant costs.

In coordination with SFEP, City of Hayward, and East Bay Regional Park District (EBRPD) staff, Authority staff developed a Request for Proposals (RFP) seeking an engineering and environmental consultant for the Hayward and First Mile projects and selected Environmental Science Associates (ESA). In December 2021, the Commission approved a \$600,000 contract with ESA for design work associated with the two projects. \$50,000 of the grant funds was held in reserve for related projects.

Discussion

As the First Mile and other horizontal levee projects around the region move forward toward implementation, there is a growing need to help decision-makers, funders, and the public understand the context for and benefits of these nature-based solutions. Staff is recommending contracting with Dr. Kauffman to develop a new set of drawings that highlight different aspects of the First Mile project. The proposed scope, attached, includes development of an eight-drawing suite of images, plus some contingency for adding or refining drawings as needed, which would only be spent upon authorization by EBDA.

The full \$30,000 would be reimbursed by EPA via SFEP under the grant. Work would be completed this calendar year. The images would then be used by EBDA, SFEP, and other partners in presentations, websites, and meetings as part of stakeholder engagement on the First Mile project in the coming years. A full public and stakeholder engagement plan will be developed when the project implementation schedule is better defined, and it will be brought to the Commission for discussion and input.

SCOPE of WORK

June 6th, 2023

Project: Horizontal Levee Visioning and Communications // First Mile Project

Clients / Partners : San Francisco Estuary Partnership (hereinafter referred to as SFEP; Primary Point of Contact: Heidi Nutters); East Bay Dischargers Authority (hereinafter EBDA; Primary Point of Contact: Jackie Zipkin)

Consultant / Prepared by : Nate Kauffman, PhD

Project Location & Background

Recent experimental results at the Oro Loma Sanitary District's Wastewater Treatment Plant (WWTP) Horizontal Levee Demonstration Project have shown promising results for a nature-based approach to sea level rise (SLR) adaptation. This project explores the capabilities of a constructed landform to provide multiple services and advantages for adjacent communities, infrastructure, and the regional estuary and landscape by: building a physical barrier to mute and mitigate flooding; establishing an ecotone habitat, refugio and transition zone to support and protect myriad species and promote biodiversity; reducing pollutant loading to the San Francisco estuary; alleviate stresses, impacts and costs to water infrastructure; and expanding numerous sociocultural benefits to local residents.

Oro Loma WWTP is located adjacent to a site managed by East Bay Regional Park District (EBRPD) that may serve as the next logical stage in project development and management, namely through the construction of a Horizontal Levee that physically interacts with the Baylands, unlike the demonstration project. For the purposes of this Scope and the various tasks and deliverables associated with its undertaking, the site and potential Horizontal Levee construction scheme are referred to herein as the "First Mile" site and project (or shorthanded simply as First Mile).

Project Goals and Intention

Work to plan, finance and construct networks of SLR adaptation projects is a complex undertaking still in its nascent stages. This project is intended to build broader interest, understanding, awareness and support for various goals and outcomes that may be realized by incorporating Horizontal Levees into applied regional adaptation planning work. Broadly, the project seeks to provide visioning materials and communications consulting services for imagining and illustrating possible stages in the inception of First Mile and its concept development; and through conveying some of its key functions, elements and characteristics. These deliverables, likewise, are intended to provide and broaden a platform for the consideration of Horizontal Levee landform technologies and their associated services.

Consultant Services :

To satisfy the aforementioned goals and intentions of First Mile, the Consultant will supply several services and materials to the Client. These include:

- Collaboration with Clients to identify and agree upon approaches for conveying aspects of First Mile to multiple stakeholders, including the public, practitioners/planners and policymakers/local leaders and decision makers.
- Development and provision of a suite of visualizations (deliverables) that render and convey various aspects of First Mile, and its possible functions and outcomes.
- Collaborative scheduling, coordination and structuring of discussions/meetings with Project and Core Teams. Integration of technical information from existing reports and documents; and *technical* feedback from advisers to guide the development of certain project deliverables.*
- Strategic advising to aid in the effective use of deliverables for communications purposes including outreach, educational and planning purposes.

* Please Note: A frequently-encountered situation on projects of this nature features the ballooning of tasks commensurate with the number of included decision-makers whose approval is required for the finalization of deliverables and their included elements. This, in turn, tends to produce scope creep if and when the Consultant is expected to facilitate or incorporate a “design by committee” approach – and often this comes at the cost of simultaneously weakening the visual cohesiveness, technical rigor and/or artistic standards of the Consultant and, more importantly, reducing the strategic value of the deliverables and diminishing their usefulness.

For these reasons, while the Consultant will productively and professionally engage with technical advisors and “third party” Project stakeholders to incorporate their feedback and suggestions, he must also protect the integrity of his workflow, craft and overall endeavor of the project to ensure high-quality results. It is therefore imperative that the Project Team maintain a high-level of communication regarding the decision making process as it relates to the creative process, vision, experience and capabilities of the Consultant while including and integrating the most important third party needs and notes for influencing work products. In short, any deliverable that tries to be “everything to everyone” is likely to work well for no one – though this reality can,

in part, be addressed by including a number of deliverables designed to satisfy and/or apply to different stakeholders, as is the case in the First Mile Project scoped here.

Tentative Timeline and Scheduling

- June 2023: Initial meetings with Client to define a draft scope of work; refinement of scope for agreed-upon terms, definitions and deliverables; finalization of budgets and near-term (3-month) schedule of tasks; provision of 2nd round (not sketched included in this SOW) analog/hand drawn rough drafts of deliverables.
- August 2023: Initial “Red-line” editing sessions initially with Project Team and/or Transforming Shorelines Core Team (TSCT); ongoing discussion and planning for use of deliverables at regional science conferences, local meetings etc.; development of digital rough drafts for review, refinement, approval.
- September-October 2023: Secondary and/or followup Red Line sessions with Project Team for finalization, review and completion of digital drafts; packaging and formatting for distribution, internal use and external broadcast; coordination for outreach and communications with final deliverables. Final project deliverables will be furnished in draft form in/as 50%/75% complete before project close.
- November 2023 (by or before Thanksgiving weekend): Project close. Delivery and archiving of final work products packaged and formatted based on Client needs, standards, etc. Additional outreach and comms coordination possible and pursuable as necessary and agreed upon.

Note: Some flexibility in project milestones and exact action items based on various team member schedules, etc. will be expected. The Consultant will work to coordinate, schedule, structure and lead discussions and ?

Specified and Suggested Deliverables

The following thumbnail sketches describe planned and proposed deliverables as a function of initial two meetings between SFEP, EBDA and Consultant (Project Team). These are intended as working/rough drafts to identify the various audiences, levels of engagement, formats, and strategies for illustrating commensurate visual elements identified as important by the Project Team. Sketches and annotated elements are included here to establish and agree upon terms

captured by this scope of work including the costs, timing and strategic stages involved in successfully executing the project. The proposed drawings fall into 3 categories:

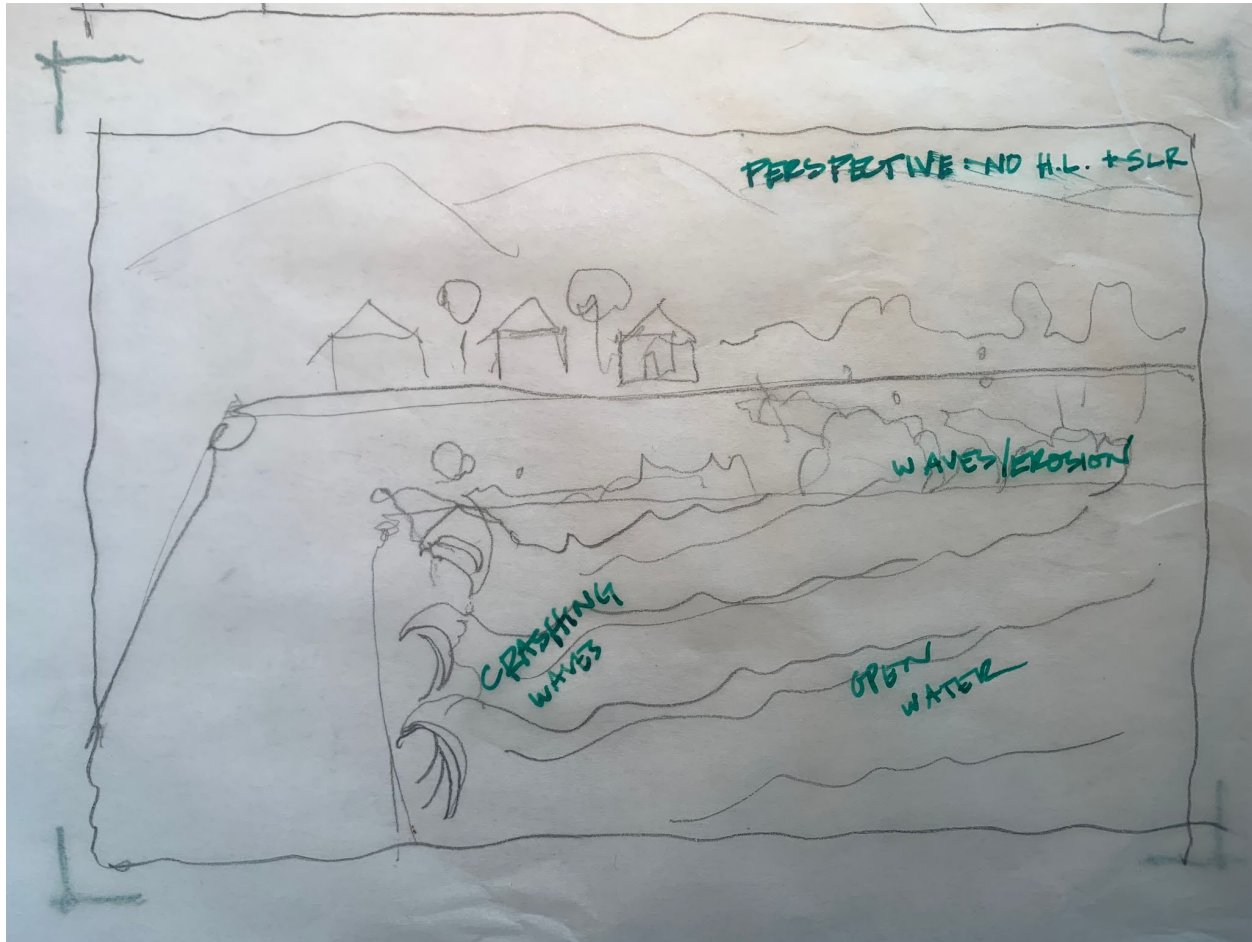
- “Photo-real” illustrations: Renderings stressing evocative and aesthetic aspects of First Mile, including social and cultural services, amenities or activities.
- Diagrammatic and schematic drawings: Displaying the “mechanics” of the project, its hydrologic and biogeophysical elements and various functions.
- “Birdseye” illustrations: Elevated aerial views of the project and surrounding local context; and/or displaying alternative future scenarios (constructed vs. not).

* Note: The following suite of eight (8) drawings represent a multi-pronged approach involving various strategies for communications, visioning and educational purposes that may target or best be utilized with certain stakeholders; and/or which may apply to various scenarios, timeframes, events, etc. As such, this Draft Scope lays out a budget and timeline for completing the comprehensive set described, and may be adjusted by the Project Team with commensurate impacts on overall scope, prior to formal contract adoption.

List of Draft Deliverables



PERSPECTIVE 1: With Horizontal Levee. Ground-level view facing East near the 90-degree bend in First Mile project. Drawing conveys pedestrian and bike(?) access and amenities potentially including overlook for birdwatching, etc. Situates project in local landscape/neighborhood with views of regional hills and shows wildlife, realistic vegetative cover of HL and waters of the Bay. Fully illustrative and photo-realistic.



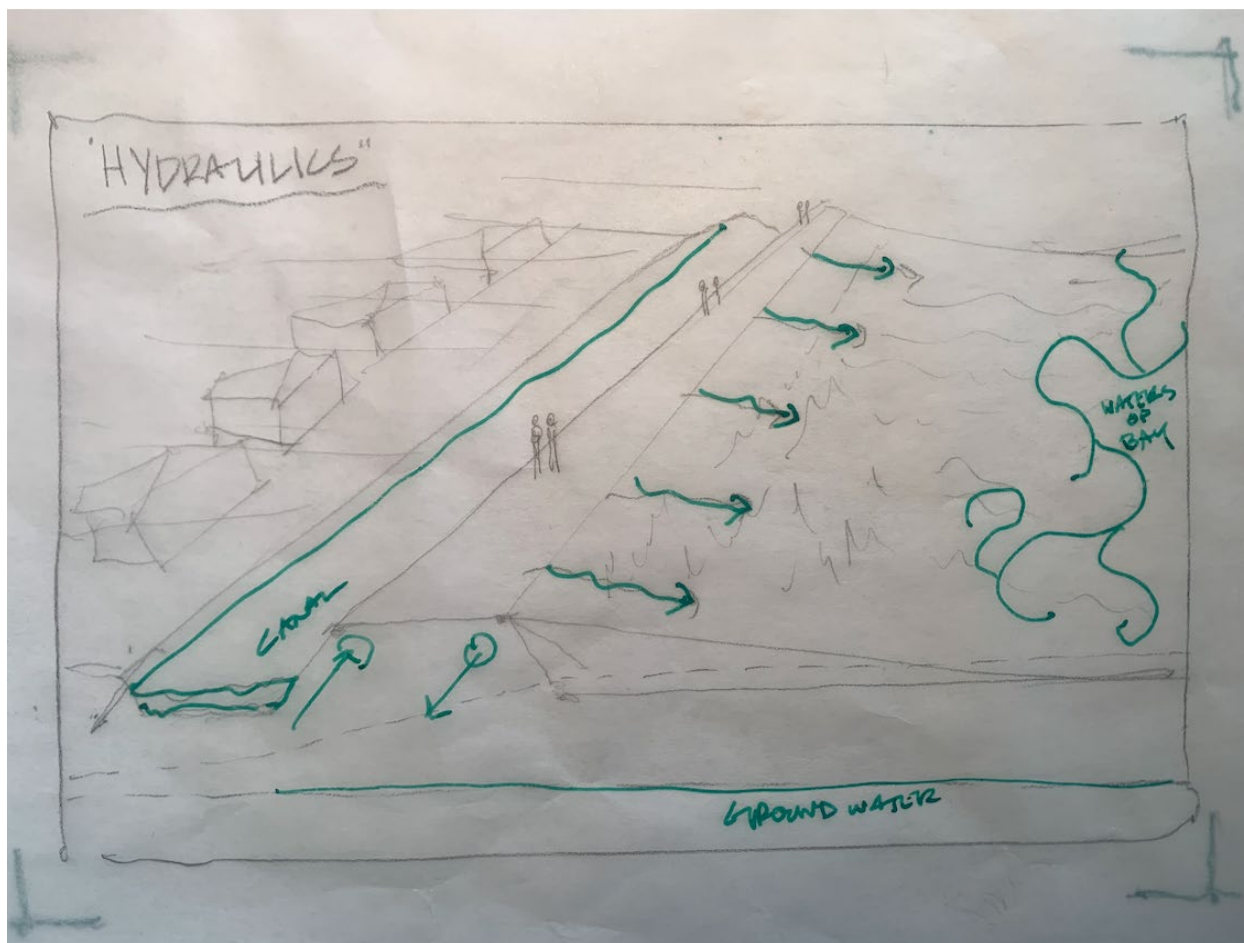
PERSPECTIVE 2: Without Horizontal Levee. Ground-level view facing East near the 90-degree bend in First Mile project. Drawing conveys a rainy-day/stormy scenario/event inundating the project site due to the effects of rain/waves/tides/SLR. Evident in the drawing are breaking waves, runups from surge and general conveyance of future conditions without established buffer zones. Fully illustrative and photo-realistic.



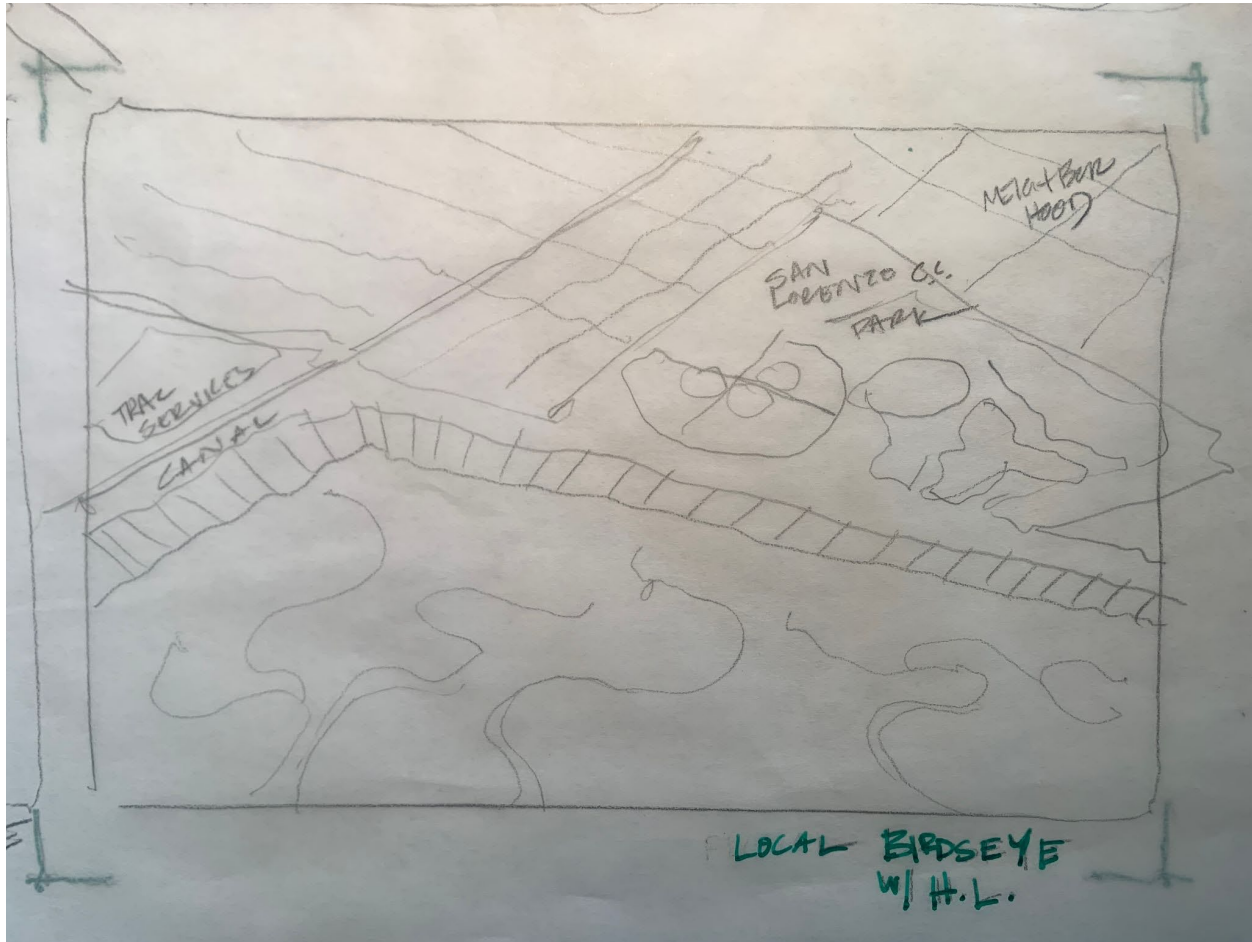
PERSPECTIVE 3: Community Access and Amenities. Ground-level view facing South down axis of existing levee. Drawing shows a future scenario in which First Mile has been integrated into the Bay Trail or a local access and pedestrian/bike circulation scheme. Elements including a pedestrian bridge connecting neighborhood and/or existing park and community services to First Mile; Sociocultural use and utility, timeframe is likely decades away. Fully illustrative and photo-realistic.



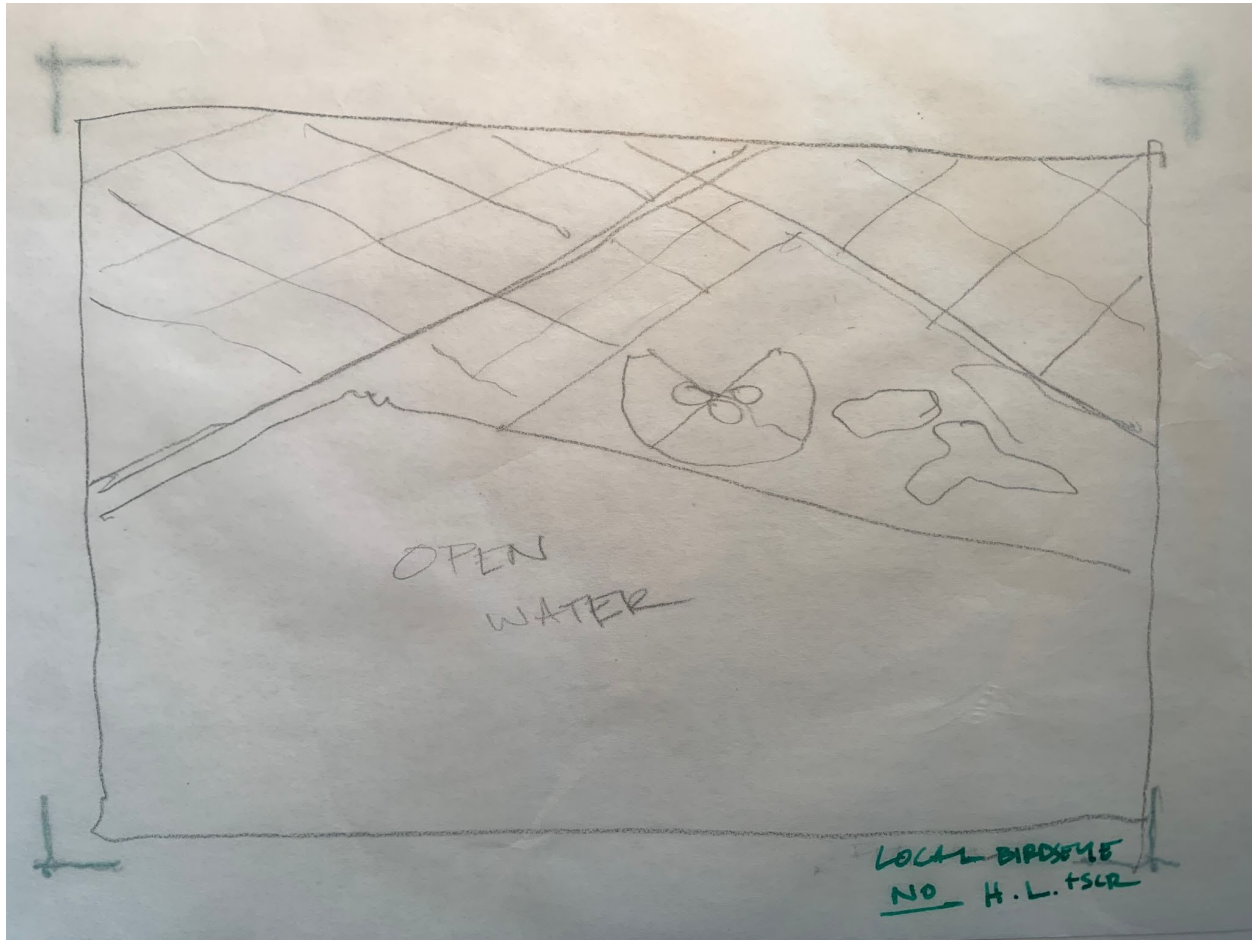
PERSPECTIVE 4: Indigenous Landscapes. Ground-level view facing East from mid-face of HL. Shows use of the HL to host and support growth, harvesting, restoration and reuse of natural resources related to indigenous communities and uses. Drawing may show segment of HL as “working” landscape in contrast to the off-limits preservation model. Drawing may utilize “hybrid” graphic elements to capture and convey relationships between resources and their uses by people in addition to broader biodiversity and landscape ecological processes.



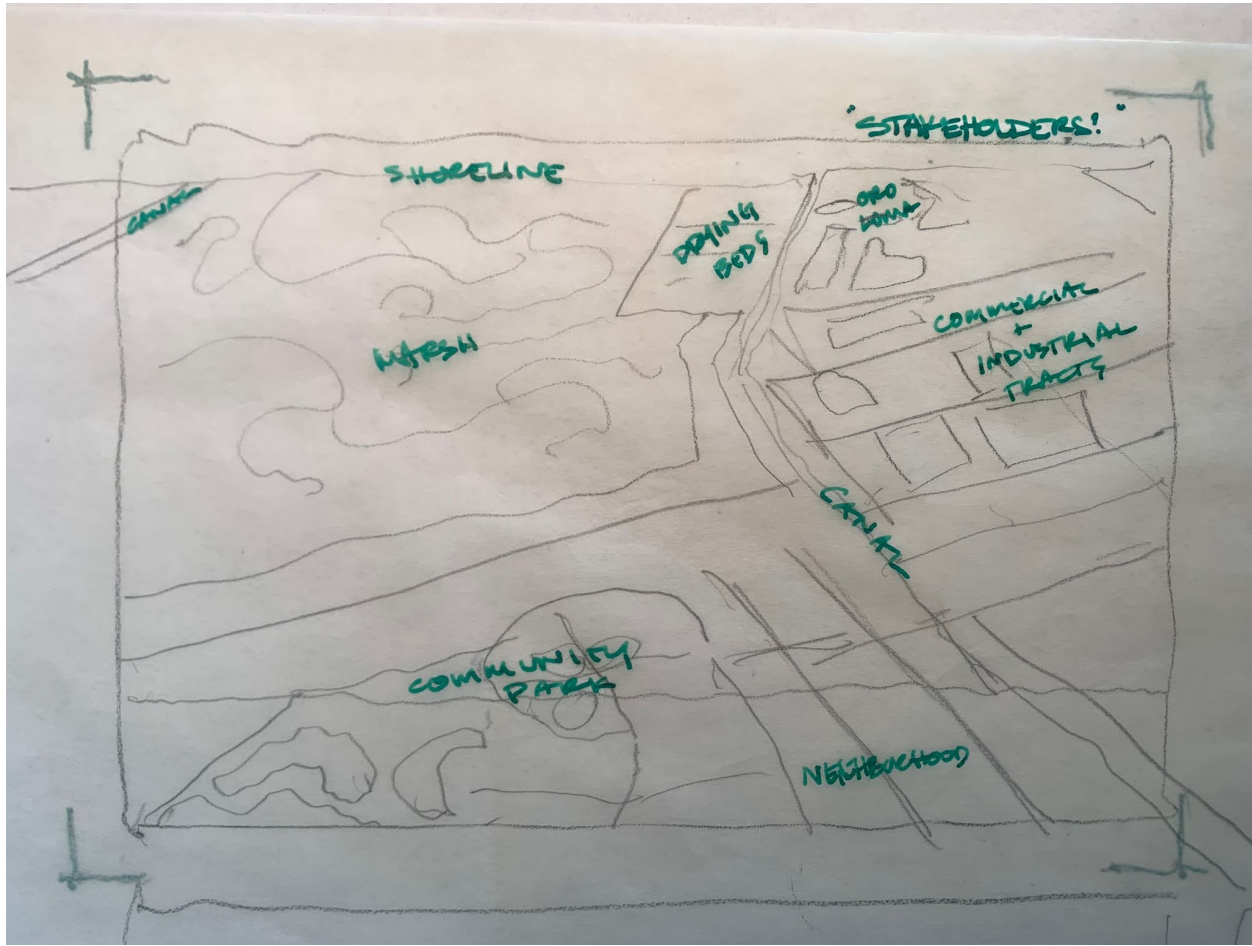
DRAWING 5: Hydraulics/Mechanics. Hybrid drawing using a cutaway approach to show and convey functional elements and flows interacting with or managed by the HL. Elements may include canal/slough and its waters; groundwater; R/O Concentrate; waters of the Bay, etc. May also show basic biogeochemical performance of the HL by calling out various points or stages in the treatment train; and situates the landform in a landscape context. Can be sited in various parts of First Mile to capture desired elements; or serve as a diagram without a specific or specified location. Hybrid drawing.



BIRDSEYE 1 (Drawing #6): Local Birdseye WITH Horizontal Levee. Drawing from low-slung aerial perspective (~2500' elevation) showing the First Mile project in local context. Various elements from the surrounding area can be highlighted or omitted based on framing and cropping. Demonstrates how the HL would be integrated into the tracts and parcels constituting the broader site conditions, and illustrates its adjacent, contiguous and proximal relationships to key points in the landscape including neighborhoods, parks, amenities, businesses, existing infrastructure, etc. May use diagrammatic elements to display and describe these.



BIRDSEYE 2 (Drawing #7): Local Birdseye WITHOUT Horizontal Levee. Drawing from low-slung aerial perspective (~2500' elevation) possibly looking roughly E/NE intended for use with prior drawing (#6) contrasting the state of the local landscape with and without HLs at First Mile. This drawing conveys the latter condition: one in which a lack of HLs has created a situation in which open water has inundated the Bayland parcels to a "brimfull" condition with the existing levees; and one in which freeboard is limited and numerous parcels and assets are exposed to impacts of more proximate flood conditions.



BIRDSEYE 3 (Drawing #8): Local Stakeholders. Drawing from low-slung aerial perspective facing West, illustrating numerous local and regional stakeholders and their property, parcels, resources, assets, infrastructure and spatial relationship to First Mile and its landscape elements including HLs. This drawing may be partially diagrammatic to display information graphically or in text overlays to illustrate or emphasize various stakeholders and their assets. A cursory review of the site and its environs demonstrates the rich and complex interplay of the urban landscape fabric, and comprised of numerous private and public land ownership, management/stewardship relationships in addition to functional services provided by various actors. Drawing serves to illustrate the deep interconnectedness and broad interest that complex adaptation projects must increasingly encounter and embody.

Budgeting and Costs

<u>Consultant Services</u>	<u>Tasks</u>	<u>Costs</u>
Project Management and Delivery	Project onboarding including strategy, scoping and editing; site visits, document review and analysis; Communications consulting and planning; preparatory work including drafting, discussing and finalizing deliverables; Ongoing meetings, updates and progress reviews; Post-production work including packaging, formatting, sharing, archiving, distributing project materials.	\$4,810
Work Products / Deliverables*	All actions associated with production of high-quality, hi-res visuals, including field work/photography/sampling, mapping, 3D rendering, photo collage, schematic design and renderings, incorporation and integration of graphic elements including text blocks, diagramming etc.	\$21,000
Total		\$25,810

* Cost spec'd for full, 8-drawing suite of deliverables itemized in previous section, above.

Fee Disbursement Schedule

<u>Milestone</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
Project Initiation	SOW Approval and Signatures	July 21st, 2023	\$ 1,500
Rough Drafts 1	Annotated Hand-Drawn Set	August 1st, 2023	\$ 3,500
Digital Drafts 1	Project Team Redline Session 1 - Core Team Optional	August 22nd*, 2023	\$ 3,500
Digital Drafts 2	Project Team Redline Session 2	September 15th, 2023	\$ 3,500
50% Final Drafts	Project Team Review/Guidance	October 13th, 2023	\$ 4,000
75% Final Drafts	Project Team Review/Guidance	October 27th, 2023	\$ 4,000
Project Close	Delivery of Final Set of Drawings	November 21st, 2023	\$ 5,810
Contingency**			\$4,190
Total			\$30,000

*Approximate meeting date: exact date TBD.

**To be spent only upon written authorization by EBDA.

ITEM NO. OM8 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A TASK ORDER-BASED AGREEMENT WITH GSE, INC., TASK ORDER NUMBER 1 FOR AS-NEEDED SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000 AND TASK ORDER NUMBER 2 FOR OLEPS WET WELL SLUICE GATE REPAIRS IN THE AMOUNT OF \$75,000

Recommendation

Approve the motion authorizing the agreement and task orders.

Background

For a number of years, the Oro Loma Effluent Pump Station (OLEPS) North Wet Well influent gate has had a broken guide-bearing and a bent shaft. Because it was still operational, staff elected to defer repair until a larger related need arose.

Last Fall, in the process of completing preventative maintenance activities at OLEPS, the Effluent Pump No. 2 Inlet Gate got stuck in the closed position when the actuator drive threads failed. OLSM Maintenance staff disassembled the gate actuator, opened the gate using the OLEPS Bridge Crane, and sent the old actuator part out to have a new one custom fabricated. On October 31, 2022, the newly fabricated actuator drive threads were installed, and the Effluent Pump No. 2 Inlet Gate is fully operational.

Following this failure, staff added a project to the FY 2023/2024 Renewal and Replacement Fund List to repair this gate and perform inspections and preventative maintenance on all seven OLEPS Wet Well sluice gates.

Discussion

GSE, Inc. (GSE) is in the process of completing a sluice gate replacement project for OLSM. Staff is therefore recommending hiring GSE to conduct work on EBDA's OLEPS sluice gates. Staff recommends executing a task order-based contract with GSE. Under Task Order 1, GSE would provide construction services on small projects as they arise at the direction of EBDA, up to a cost ceiling of \$25,000. Under Task Order 2, GSE would perform work on the OLEPS sluice gates. GSE would begin by repairing the broken guide-bearing and bent shaft on the North Wet Well influent gate. They would then inspect all the gates to identify and then implement any other recommended repairs. Lastly, GSE would perform preventative maintenance on all the gates. Staff believes that the proposed cost ceiling of \$75,000 provides sufficient flexibility to cover the proposed work.

ITEM NO. OM9 MOTION AUTHORIZING THE GENERAL MANAGER TO EXECUTE A WORK ORDER-BASED AGREEMENT WITH D.W. NICHOLSON CORPORATION, TASK ORDER NUMBER 1 FOR AS-NEEDED SERVICES IN AN AMOUNT NOT TO EXCEED \$25,000 AND TASK ORDER NUMBER 2 FOR OLEPS EMERGENCY OUTFALL WEIR IMPROVEMENT IN THE AMOUNT OF \$55,822

Recommendation

Approve the motion authorizing the agreement and task orders.

Background

As approved in the RRF Project List for FY 2023/2024, staff is proposing to improve the Oro Loma Effluent Pump Station (OLEPS) emergency outfall weir. The current weir height was increased by one foot with lumber, and while originally intended as a temporary measure, it has been in place for a number of years. In 2021, staff engaged Carollo Engineers (Carollo) to perform an engineering evaluation and hydraulic analysis of the emergency outfall. Carollo's recommendation following that analysis was to remove and replace the existing lumber weir with a permanent weir and increase its elevation. Carollo initially suggested replacing the existing weir with a permanent concrete weir at an increased elevation. The concept was then revised to include installation of a new permanent stainless-steel weir at an increased elevation. By changing the material of the new weir from concrete to stainless steel, the installation of the new weir will be greatly simplified.

This proposed upgrade will improve the integrity of the weir, and the increased height will increase system detention time, delaying or preventing an unanticipated bypass in the event of a catastrophic failure at OLEPS.

Discussion

Staff received two bids for the OLEPS Emergency Outfall Weir Improvement Project, and D.W. Nicholson Corporation (DWN) was the lowest responsive bidder. DWN has performed construction work for renewal and replacement of EBDA infrastructure for many years. Staff is recommending authorizing a task order-based contract with DWN. Under Task Order 1, DWN would provide construction services on small projects as they arise at the direction of EBDA, up to a cost ceiling of \$25,000. Under Task Order 2, DWN would complete the OLEPS Emergency Outfall Weir Improvement Project at their bid price of \$55,822.

ITEM NO. 15

PERSONNEL COMMITTEE AGENDA

**Tuesday, July 18, 2023
4:00 p.m.**

**In-person: East Bay Dischargers Authority, 2651 Grant Avenue, San Lorenzo, CA
and Holiday Inn Lobby, 1330 Pembina Hwy, Winnipeg, MB, Canada
Teleconference link: <https://us02web.zoom.us/j/83766452754>
Call-in: 1(669) 900-6833 and enter Meeting ID number: 837 6645 2754**

**Meeting will be conducted in-person at the addresses noted above and virtually
via Zoom teleconference.**

Committee Members: Azevedo (Chair), Simon

- P1. Call to Order**
- P2. Roll Call**
- P3. Public Forum**
- P4. Staffing Update**
(The Committee will be updated on staffing changes.)
- P5. Closed Session**
(The Committee may meet in closed session pursuant to Government Code §54957 to discuss Public Employment – Title: General Manager.)
- P6. Reconvene Open Session**
(The Commission Chair will report any action taken in Closed Session.)
- P7. 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 Juanita Villasenor at juanita@ebda.org or (510) 278-5910. Notification of

Agenda Explanation
East Bay Dischargers Authority
Personnel Committee
July 18, 2023

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>.

**Next Scheduled Personnel Committee meeting is
October 17, 2023 at 4:00 p.m.**

ITEM NO. P4 STAFFING UPDATE

Recommendation

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

Background

EBDA's Classification Plan currently includes four roles: General Manager, Operations and Maintenance Manager, Administration Manager, and Administrative Support Specialist. The first three roles are currently budgeted as full-time positions. The Administrative Support Specialist role is currently budgeted as a half-time position. EBDA also currently engages a part-time accountant by contract.

Discussion

A workload analysis conducted by staff in 2020 concluded that the administrative function for EBDA, which includes Clerk of the Commission, human resources, records management, and financial management and accounting support responsibilities, requires approximately two full-time equivalents (FTEs). As a fiscally conservative approach, staff recommended, and the Commission supported, hiring a half-time Administrative Support Specialist to support the full-time Administration Manager. EBDA hired Bert (Bubba) Manzo in the Administrative Support Specialist role in late 2021.

Mr. Manzo has accepted a position as a full-time operator at Oro Loma Sanitary District beginning July 10, 2023. EBDA staff thanks Mr. Manzo for his dedication to EBDA over the past several years and congratulates him on this opportunity to work with one of our Member Agencies.

Staff is also preparing for the retirement of EBDA's long-time contract accountant, Deborah Quinn. Ms. Quinn, who has been a critical member of the EBDA team since 1989, has indicated that she would like to phase out her role as the Authority's primary accountant after the FY 2022/2023 audit. She has agreed to assist in getting new accounting staff onboarded through the end of FY 2023/2024. In anticipation of this retirement, staff has been working with the management of Castro Valley Sanitary District (CVSan) to identify a joint solution to meet the agencies' accounting needs. Both agencies require part time accounting support, and therefore staff's intent is to procure an accounting contract jointly. By partnering together, EBDA and CVSan expect to be better able to secure dedicated contract resources. Staff will bring additional details of this proposed arrangement to the Commission in the next several months.

In advance of backfilling the Administrative Support Specialist position, and given the transition in accounting, staff is recommending that the Authority work to streamline certain administrative and financial processes. In particular, staff is going through a selection process to identify a software package that can streamline and automate elements of the Authority's accounts payable work flow. The accounts payable process at this time is paper-heavy and manual, and there appears to be an opportunity to reduce workload by improving it. Staff is also evaluating other streamlining opportunities related to integrating payroll with the Authority's financial tools. As these streamlining efforts are implemented, staff will reassess administrative and accounting support workload and

come back to the Commission with a recommendation on whether to fill the Administrative Support Specialist position half time, full time, or at another level. Given the existing workload and backlog of administrative tasks, staff does not expect that a reduction in the total number of FTEs will be recommended, even after streamlining.

ITEM NO. 16 ITEMS FROM THE COMMISSION AND STAFF

The Commission and staff may comment on items of general interest.

ITEM NO. 17 CLOSED SESSION

The Commission will meet in closed session to discuss the following:

Public Employment – Title: General Manager (Government Code §54957)

ITEM NO. 18 RECONVENE OPEN SESSION

ITEM NO. 19 ADJOURNMENT