

AGENDA Board Meeting Tuesday, April 16, 2024 5:00 PM

Location: In-person at OLSD's Boardroom, 2655 Grant Avenue, San Lorenzo, CA and via Teleconference - Please see details below.

IMPORTANT NOTICE:

This meeting will be conducted in-person at the address listed above and virtually via the Zoom Webinar platform. All members of the public who are seeking to observe the meeting and/or address the Board of Directors may participate in the meeting either virtually or in-person.

MEETING INFORMATION:

At the noticed date and time listed above, the meeting will be accessible virtually at the following web address via Zoom: https://us02web.zoom.us/j/4882542320

The meeting will also be accessible via telephone by dialing: **(669) 900-6833** and entering **Meeting I.D.** #488-254-2320.

For those who wish to speak during the meeting:

If you are participating via Zoom, please select "Raise Hand" from the "Reactions" menu at the bottom of your screen.

If you are participating by phone, please press *9.

For best performance, please consider updating to the latest version of the Zoom application and restarting your device before joining the meeting.

ACCESSIBILITY INFORMATION: In compliance with the Americans with Disabilities Act of 1990, if you need special assistance to participate in a District meeting or you need a copy of the agenda in an appropriate alternative format, please contact the District Secretary at (510) 276-4700. Notification of at least 48 hours prior to the meeting will assist District staff with ensuring that reasonable arrangements can be made.

Page

- CALL TO ORDER
- 2. ROLL CALL: DIRECTORS DUNCAN, LEE, SIMON, STELZMANN, YOUNG
- 3. PLEDGE OF ALLEGIANCE
- 4. GENERAL PUBLIC

(Members of the public wishing to comment on any item not on the agenda, but within the Board's jurisdiction, should notify the Board at this time. Those wishing to comment on any item on the agenda should do so at the time the item is considered. Comments may be limited to three (3) minutes. Time limitations shall be at the discretion of the President.)

	5.1.	Approval of Board Minutes, April 2 and 9, 2024	3 - 7
		Recommended Motion: Approve the minutes.	
		Minutes - Board Workshop, April 9, 2024	
	5.2.	Minutes - Board Workshop, April 9, 2024 Approval of Compliance 2 Activity Benerte, March 2024	8 - 19
	5.2.	Approval of Compliance & Activity Reports, March 2024 Recommended Motion: Approve monthly compliance and activity reports.	0-19
		Attachment - Compliance & Activity Reports, March 2024	
6.	CLOS	SED SESSION	
	6.1.	Conference with Legal Counsel – Anticipated Litigation Government Code section 54956.9(d)(2) Claim from Marilyn Burns	
7.	RECO	ONVENE TO OPEN SESSION	
8.	BOA	RD DISCUSSION ITEM	
	8.1.	Hayward Area Shoreline Planning Agency (HASPA) Staff will present the highlights of the draft HASPA JPA Agreement. Following discussion, the Board will be asked whether they elect to join or not join HASPA.	20 - 39
		Attachment - HASPA 2024 Amended and Restated JPA	
9.	COM	MITTEE/AUTHORITY/ASSOCIATION REPORTS	
	9.1.	Report from Personnel Committee, April 10, 2024 - Director Stelzmann	40 - 43
		Minutes - Personnel Committee Meeting, April 10, 2024	
	9.2.	Approval of Committee Minutes for Entry to District Record Recommended Motion: Approve the Committee minutes for entry to the District record by reference.	
10.	NEW	BUSINESS	
	10.1.	Approval of Communications Plan 2024 Based upon Board direction from the March 12, 2024 workshop, staff has drafted an updated Communications Plan. Recommended Motion: Approve updated Communications Plan. Attachment - Draft Communications Plan 2024	44 - 53
11.	STAF	F/DIRECTOR COMMENTS	
12.	ADJC	DURNMENT	

5.

CONSENT CALENDAR

MINUTES BOARD MEETING ORO LOMA SANITARY DISTRICT

TUESDAY, APRIL 2, 2024

5:00 PM

ORO LOMA SANITARY DISTRICT BOARDROOM 2655 GRANT AVENUE, SAN LORENZO, CA 94580

1. CALL TO ORDER

Vice President Young called the meeting to order at 5:00 p.m.

2. ROLL CALL: DIRECTORS DUNCAN, LEE, SIMON, STELZMANN, YOUNG

PRESENT: Fred Simon, President (Via teleconference)

Shelia Young, Vice President

Benny Lee, Secretary Rita Duncan, Director Paul Stelzmann, Director

STAFF: Bill Halsted, District Engineer

Zaneta Luna, Administrative Services Manager

Liliana Moreno, Finance Manager Joseph Carlini, Operations Manager

Christopher Brown, Collection System Manager

Patricia Schofield, District Secretary

PUBLIC: None

3. PLEDGE OF ALLEGIANCE

Secretary Lee led the assembly in the pledge of allegiance.

4. GENERAL PUBLIC

There were no members of the public present and therefore no comments.

5. CONSENT CALENDAR

5.1. Approval of Board Minutes, March 19, 2024

Moved by Director Paul Stelzmann, seconded by Director Benny Lee. Recommended Motion: Approve the minutes.

Carried unanimously

5.2. Approval of Financial Statements, February 2024

Moved by Director Paul Stelzmann, seconded by Director Benny Lee. **Recommended Motion:** Approve monthly financial statements.

Carried unanimously

6. <u>COMMITTEE/AUTHORITY/ASSOCIATION REPORTS</u>

Page 1 of 3 Page 3 of 53

- **6.1.** Report from Construction Committee, March 20, 2024 Director Young Summary of minutes from the March 20, 2024 meeting.
- 6.2. Report from Hayward Area Shoreline Planning Agency (HASPA), March 21, 2024 Director Duncan

The main topic was an update on the HASPA JPA agreement.

6.3. Report from East Bay Dischargers Authority (EBDA), March 21, 2024 - Director Simon

Summary of minutes from the March 21, 2024 meeting.

- **6.4.** Report from Finance & Insurance Committee, March 22, 2024 Director Lee Summary of minutes from the March 22, 2024 meeting.
- 6.5. Report from Alameda County Waste Management Authority StopWaste, March 27, 2024 Director Young

The main topics were: StopWaste Building Rooftop Heat Pump HVAC Upgrade, Household Hazardous Waste (HHW) Program and Fee Analysis and Legislative Positions for 2024.

- **6.6.** Report from Operations Committee, March 28, 2024 Director Simon Summary of minutes from the March 28, 2024 meeting.
- 6.7. Approval of Committee Minutes for Entry to District Record

Moved by Director Paul Stelzmann, seconded by Director Rita Duncan. Recommended Motion: Approve the Committee minutes for entry to the District record by reference.

Carried unanimously

7. <u>NEW BUSINESS</u>

7.1. Authorization to Call for Bids: EV Charging Station Project Phase 1

Moved by Director Rita Duncan, seconded by Director Paul Stelzmann. Recommended Motion: Approve authorization to call for bids: EV Charging Station Project Phase 1.

Carried unanimously

8. STAFF/DIRECTOR COMMENTS

Operations Manager Carlini thanked the Board for their support.

Director Stelzmann stated he was pleased the District is moving forward with its 10-year goal to reduce energy consumption.

Director Duncan thanked staff for their great work and stated it was greatly appreciated. She then thanked District Engineer Halsted for his great work in overseeing the District's construction projects.

Secretary Lee thanked staff for their great work and great reports. He also thanked Director Duncan for advocacy on HASPA and stated that he looked forward to future discussions on the Board's potential involvement in the organization.

Page 2 of 3 Page 4 of 53

President Simon stated that it had been a great meeting and thanked Vice President Young for running the meeting so efficiently. He then commended staff for their great work.

Vice President Young stated that she was in agreement with her fellow Directors' comments. She also thanked Director Duncan for her work and advocacy with HASPA.

9. ADJOURNMENT

There being no further business to come before the Board, Vice President Young adjourned the meeting at 5:43 p.m.

Page 3 of 3 Page 5 of 53

MINUTES BOARD WORKSHOP MEETING ORO LOMA SANITARY DISTRICT

TUESDAY, APRIL 9, 2024

5:00 PM

ORO LOMA SANITARY DISTRICT BOARDROOM 2655 GRANT AVENUE, SAN LORENZO, CA 94580

1. CALL TO ORDER

President Simon called the meeting to order at 5:00 p.m.

2. ROLL CALL: DIRECTORS DUNCAN, LEE, SIMON, STELZMANN, YOUNG

PRESENT: Fred Simon, President

Shelia Young, Vice President

Rita Duncan, Director Paul Stelzmann, Director

ABSENT: Benny Lee, Secretary

STAFF: Jimmy Dang, General Manager

Zaneta Luna, Administrative Services Manager

Liliana Moreno, Finance Manager Patricia Schofield, District Secretary

PUBLIC: None

3. GENERAL PUBLIC

There were no members of the public present and therefore no comments.

4. STAFF PRESENTATION

4.1. State of the District's Finances

Finance Manager Moreno and General Manager Dang presented an overview of the the District's finances, economic outlook, and ten-year cash flow projection.

5. STAFF/DIRECTOR COMMENTS

General Manager Dang stated the Informational Workshop for the Public regarding proposed rate increases was scheduled for April 10, 2024 at 5:30 p.m.

Director Duncan stated that it had been a great presentation and that she had been especially interested in seeing the District's expenses on the solid waste side.

Director Stelzmann stated that it had been a good presentation. He then stated that he was pleased to see that a lot of the information that had been presented mirrored what was included the Bartle Wells rate study and reaffirmed the assumptions included in the budget. Lastly, he thanked staff for bringing the information to the Board.

Page 1 of 2 Page 6 of 53

President Simon stated that it had been a nice presentation and that it was great to see that the District is financially healthy.

6. <u>ADJOURNMENT</u>

There being no further business to come before the Board, President Simon adjourned the meeting at 5:39 p.m.

Page 2 of 2 Page 7 of 53

Engineering Department March 2024 Monthly Activity Report

PERMITS ISSUED: 17/231 (month/fiscal year) **INSPECTIONS:**

Lateral Repair: 13/165 Permits: 56/572

Plan Review: 4/30 New Connections: 0/24 Other: 0/8

RESIDENTIAL IMPROVEMENTS: COMMERCIAL IMPROVEMENTS:

In Review: 13 In Review: 1
In Construction: 27 In Construction: 1

ACTIVE PROJECTS:

Sewer Line Replacement Strategic Renewal (Phases 1-10) Construction:

- Phase 3 provides for 3.06 miles of pipe rehabilitation.
 - Awarded to Westland Contractors in the amount of \$4,069,496.
 - Notice to proceed issued April 25, 2022.
 - Project is 100% complete; contractor is closing out permits.
- Phase 4 provides for 3.02 miles of pipe rehabilitation.
 - Awarded to Andes Construction in the amount of \$4,171,517.
 - Notice to proceed issued November 2, 2022.
 - Project is 100% complete; contractor is closing out permits.
- Phase 5 provides for 3.55 miles of pipe rehabilitation.
 - Awarded to California Trenchless in the amount of \$6,424,789 March 5, 2024.
 - Notice to proceed issued March 30, 2024.
- Phase 7 provides for 3.60 miles of pipe rehabilitation.
 - Awarded to Andes Construction in the amount of \$4,917,705.
 - Notice to Proceed issued January 23, 2024.
 - Submittals are under review and Permits are being processed.
 - Construction began March 25, 2024.
 - Current work is on sheet C-11 Via Del Sol Street

Treatment Plant and Lift Station Roof Rehabilitation

- Project provides for the rehabilitation of 4 building roofs within the treatment plant and 4 building roofs at lift stations.
- Project awarded to Garland; \$375,246 for the work in the treatment plant; \$183,680 for the work at the lift stations
- Work commencement is on April 08, 24

Treatment Unit Gate Replacement

- Project provides for the replacement of 6 aeration basin inlet gates and 6 drain gates, as well as one gate at the chlorine contact channel.
- Awarded to GSE at \$279,700.
- Project is complete.

Point Repairs Project

- Project provides for repair of 58 Point Repairs.
- Awarded to APB Engineering at \$308,168.

- Change Order 1 added 7 items for \$72,800.
- Change Order 2 added 6 items for \$22,200.
- Change Order 3 added 1 item for \$4,379.
- Project is 98% complete with completion expected in April 2024.

Plant Battery Project

- Project provides for the installation of a Tesla battery to offset peak electrical rates.
- This is a design build contract with Duke Energy (REC Solar).
- Battery and electrical equipment procured April 2023.
- Project is 95% complete with completion expected in May 2024.
- The contractor is currently working on wiring, and the District has hired Bockmon & Woody Electrical to complete the underground work required by PG&E to install their equipment.

Electrical System Master Plan Study

- The Electrical System Master Plan Study will evaluate the treatment plant's current load flow and power distribution system equipment and configuration, as well as provide recommendations and alternatives for current and future system changes.
- The study has been awarded to Beecher Engineering at \$145,200.
- Project is 85% complete with completion expected in April 2024.

Digester Rehabilitation Project

- The District has contracted with Carollo Engineers for the design of the Digester Rehabilitation Project at a cost of \$1,399,477.
- Alternatives Analysis Meeting is scheduled for April 9, 2024.
- Design completion is scheduled for October 2024.

Electrical Vehicle Charging Station

- The project provides for the installation of 4 level 2 charging stations.
- Project bidding is planned for March 2024 with an engineer's estimate of \$200,000.
- Bid contract and documents are being prepared for public bidding in April 2024.

Parking Lot Fence

- Project to fence the Engineering/Admin/EBDA parking lot.
- tBP/Architecture's design received in February 2024 and is being reviewed.
- Project bidding is planned for May 2024 with an engineer's estimate of \$570,000.

Underground Vault Piping Replacement

- This project provides for the replacement of the pipes in the underground vault between the treatment unit and the digester complex.
- Awarded to GSW in the amount of \$393,000.
- Construction to start May 2024.

Plant Fuel Tank Replacements

- This project provides for the replacement of the diesel and gasoline tanks and pumps in the treatment plant.
- The tanks have been ordered at a cost of \$110,000, with an expected delivery date of May 2024.
- The engineer's estimate for the project is \$310,000.

CONTINUOUS ACTIVITIES:

- Respond to Underground Service Alert requests (Locator Logix):
 - Mark in the street and notify Collections of directional drilling and construction around critical lines.
- GIS / Base Map Updates
- Hydraulic Model Maintenance/Update
 Cities and County Road Reconstruction and Paving Projects

OTHER ACTIVITIES:

- GIS/AIMS Updates
- Hypochlorite Tank #2 Repair
- Roof maintenance
- Shelving and concrete pad behind Quonset Hut Under contract
- Boardroom ADA Compliance Seeking quotes
- Pond Roads North Slope to Drain Regrading Seeking quotes for material
- Aeration Basin Fiberglass Grating Replacement finalizing scope of work

LINE REPLACEMENT LOG:

496 Pipe Segments totaling 24.1 miles of pipe are on the Line Replacement Log:

- 100 Pipe Segments in the SRF Project Scope; these include structural defects and lines on the 90-day and one-year hydro-saw list.
 - 3.55 miles of pipe.
 - 3.55 miles under contract for replacement.
- 260 Pipe Segments in the WIFIA Project Scope; these include structural defects and lines on the 90-day and one-year hydro-saw list.
 - 14.4 miles of pipe.
 - 3.6 miles under contract for replacement.
- 136 Pipe Segments identified for replacement due to structural needs (not under contract).
 - 6.2 miles of pipe

193 Pipe Segments totaling 9.2 miles of pipe have been identified for replacement due to O&M needs and are not listed on the Line Replacement Log above; these include pipes on the 90-day and the one-year hydro-saw list.

POINT REPAIR LOG:

- Point Repairs:
 - 120 Work Orders to be bid
 - 8 Work Orders currently out to bid
 - 10 Work Orders under contract awaiting completion
 - 66 Completed this fiscal year
- Work Requests Received: 15
 - Items that have been marked as defective by Collections and may need repair.

Collections Department March 2024 Monthly Activity Report

SEWER LINES CLEANED/CCTV INSPECTED (in feet)

	CLEANING	ссти	TOTAL
March Goals	72,204	50,000	122,204
Total for Month	107,454	44,633	152,087(+19.6%)
Total for FY	932,327	369,902	1,302,229

MAINTENANCE AND CONSTRUCTION	MONTHLY #	FY2022/23 MONTHLY AVERAGE
Requests for Engineering Services	6	3
% of System on High Frequency Cleaning	9.99%	10.78%
New Service Connections Inspected	2	3
Completed Repairs Inspected	0	3
New Tracts/Line Replacements Inspected	4	11
Horizontal Boring Jobs Inspected	0	0

CUSTOMER SERVICE CALLS	WORK HOURS	AFTER HOURS	TOTAL
Service Calls requiring response	8	4	12
Stoppages Serviced	0	0	0
Calls handled by phone	0	1	1
Average Response Time (min)	17.6	25.3	20.2
Fiscal Year-to-Date (# calls)	46	21	67

MISCELLANEOUS						
Damage Claims Filed	0					
Safety Meetings Conducted	1					
Sick Leave Usage (hours)	226.5 hrs. (28.3 days)					
Lost Time Accident (hours)	0 hrs.					
Vacation Days (days)	(8.6 days)					
Days Utility Worker/Temp/ Intern used (days)	0					

REQUEST FOR ENGINEERING SERVICES

DATE	ASSET	LOCATION	DESCRIPTION
03/05	3332-K07+3332-H05	Rainier Avenue	Broken Pipe
03/05	3332-K07+3332-H05	Rainier Avenue	Broken Pipe
03/15	3334-N07	Hampton Road	Channel Repair
03/15	3034-K33+3034-N33	Harvard Avenue	Off-Set Pipe
03/15	3334-P08	Boston Road	Broken Pipe
03/21	3326-R09	Lester Avenue	Channel Repair

STOPPAGES/OVERFLOWS

DATE	TIME	LOCATIO	ON	OVERFLOW AMOUNT	CAUSE
Stoppages for Fiscal Year (not resulting in an SSO)		7	1	Over 1,000: @ 100 - 1,000: Under 100:	
Overflows for F	iscal Year	1		onder 100.	

SPECIAL TRAINING:

- 03/06 Safety Meeting, Spill Prevention, (1 hr. All)
- 03/06 Town Hall Meeting, (1 hr. All.)
- 03/13 CWEA TCP Training, (1 @ 8 hrs.)

SPECIAL PROJECTS, REQUESTS FROM OTHER DEPARTMENTS and COMMENTS:

- 03/01 Perform CCTV Re-Inspection of (1) Line Segment, (2 @ 2 hrs.)
 03/04 Perform CCTV Re-Inspection of (1) New Connection, (2 @ 2 hrs.)
 03/07 Perform CCTV Re-Inspection of (2) Line Segment, (2 @ 4 hrs.)
 03/12 Perform CCTV Re-Inspection of (1) Line Segment, (2 @ 2 hrs.)
 03/12 Perform CCTV Inspection of (1) New Connection, (2 @ 2 hrs.)
- 03/12 Provide Water @ Railroad Lift Station, (1 @ 1 hr.)
- 03/14 Perform CCTV Inspection of (1) New Connection, (2 @ 2 hrs.)

COLLECTION SYSTEM/FIELD MAINTENANCE STATISTICS

SERVICE CALLS							AGES CL	EARED		
	2024	2023	2022	2021	2020	2024	2023	2022	2021	2020
Jan	6	14	3	4	12	0	0	2	0	0
Feb	8	9	6	8	12	1	0	0	0	0
Mar	12	4	8	10	10	0	1	0	0	0
Apr		20	5	10	9		1	1	0	1
May		2	10	6	4		0	0	0	0
Jun		13	7	8	11		1	0	0	0
Jul		7	3	11	9		1	0	0	1
Aug		9	11	7	9		1	1	1	0
Sep		6	8	8	11		0	1	1	0
Oct		3	8	9	14		1	0	0	1
Nov		6	6	11	7		1	0	0	0
Dec		10	16	5	17		1	0	1	1
Avg.	8.6	8.6	7.6	8.1	10.4	.3	.7	.4	.3	.3

LINE FOOTAGE CLEANED/CCTV INSPECTED

	2024	2023	2022	2021	2020
Jan	138,508	128,327	157,342	135,135	150,738
Feb	137,544	146,168	152,890	152,418	155,046
Mar	152,087	150,055	160,583	136,081	73,809
Apr		158,279	151,765	145,288	51,495
May		155,815	170,182	160,711	90,667
Jun		152,268	157,988	169,199	74,792
Jul		131,972	142,706	159,697	113,661
Aug		162,341	182,806	167,248	109,451
Sep		149,657	143,789	161,380	106,302
Oct		169,890	151,509	148,890	165,808
Nov		159,768	137,746	152,248	141,364
Dec		145,828	108,691	153,717	106,805
Total	428,139	1,810,367	1,817,997	1,842,012	1,339,938
Avg.	142,713	150,864	151,499	153,501	111,666

Operations Department March 2024 Monthly Activity Report

EFFLUENT QUALITY	PERMIT LIMIT	ACTUAL
Monthly Effluent Suspended Solids	30 mg/l	DNQ 1.9 mg/l
Total Suspended Solids Removal	85%	99%
Monthly Effluent CBOD	25 mg/l	3 mg/l
CBOD Removal	85%	98%
Weekly Effluent Suspended Solids	45 mg/l	5 High DNQ 1.5 Low
Weekly Effluent CBOD	40 mg/l	5 High 2 Low
H ₂ S (12-month average)	200 ppm	60 ppm

|--|

PLANT PROCESS:

EBDA effluent standards were met 100 % of the time.

SKYWEST:

• 0 million gallons were supplied to Skywest Golf Course during the month.

COGENERATION PERFORMANCE:

- This month, the co–gens provided <u>80.3%</u> of the plant's electrical demand.
- Solar produced 2,911 kilowatt-hours (Administration Building).

AVERAGE HORIZONTAL LEVEE FLOWS:

• <u>50,000</u> gallons per day supplied to the Horizontal Levee.

EBDA FACILITIES:

Completed <u>14</u> preventative maintenance tasks

OLSD FACILITIES:

Completed <u>39</u> PM Tasks.

BOILER GAS HOURS:

- Digester gas 376.6 hours and 0 minutes
- Natural gas 0 hours and 0 minutes

OPERATIONS SAFETY AND TRAINING:

- Bi-Weekly Cybersecurity Training
- Attended bi-weekly safety meetings
- Operator Training Nutrient removal (ABAC) system
- Operator Training Settleability and Microscopic Examination
- OLSD Lab Video Training
- Operational Training EBDA Facility
- Title 22 Hazardous Waste Management Spill Prevention Protocol

OPERATIONS SPECIAL PROJECTS:

- · Working in all ponds.
- Plant housekeeping and cleaning.
- Supported effluent bypass channel gate replacement.
- Adjusted high and low dissolved oxygen level set points for the nutrient removal system (ABAC).
- Adjusted run times for influent bar rack operation.
- Flushed and removed stagnant mixed liquor from aeration system troughs.
- Sampling anoxic zones for denitrification performance.
- Reviewed grease trap monthly charges.
- Modified return activated sludge (RAS) rate to operate in a lead/lag control system instead of a manually fixed flow rate.

Maintenance Department March 2024 Monthly Activity Report

	PREVIOUS OUTSTANDING	ISSUED	COMPLETED	OUTSTANDING
Total Number of Corrective Work Orders	39	31	37	33
Total Number of PREVENTATIVE MAINTENANCE Work Orders	47	139	137	49
Total Number of Work Orders	86	170	174	82
Total PREVENTATIVE MAINTENANCE Tasks at EBDA and Skywest	0	26	26	0

% Preventive Maintenance of Total Maintenance (total preventive/total w.o. current+previous)
 % Completed of Total Assignment (total completed/total w.o. current+previous)
 67.97%
 Vehicle Service Hours

MAINTENANCE DEPARTMENT ACTIVITIES:

- Completed inspection of the reversing conveyor belt, looking at scraper blade wear, cracking, misalignment, and oil levels. – Charvet
- Completed repair of torn element on the ferric metering pump #3. Charvet
- Replaced the motor on the reversing conveyor belt at the belt press. Grimsley, Charvet
- Completed Semi-Annual inspection and all required service on Yamaha electric flatbed cart #60. Grimsley
- Installed new blower motor, pully, and belt on Keaser digester gas blower. Hansen, Grimsley
- Completed diagnosis of the standby generator coolant issue at Monika Lift Station and repaired the problem. –
 Hansen
- Completed quarterly PM on the Rail Road lift station exhaust fan to grease and check the belt and the tightness
 of the fasteners. Haynes
- Completed Monthly PMs to test the emergency backup generators at Trojan, Canyon Drive, and Railroad Lift Stations. – Haynes
- Replaced the winch with a kinked cable on the Ford Transit TV van. Nausin
- Diagnosed and repaired pump running issue at Wickman Lift Station by replacing faulty low-level float. Nausin
- Performed oil change on the Onan genset installed on the Ford transit TV van. Fletcher
- Completed significant service on the Toyota Camry, which included the water pump, oil change, tire replacement, and alignment. – Fletcher
- Diagnosed and repaired the issue with the false level reading for scum pit #1. Goodman
- Replaced the sample pump motor on the sulfite analyzer at the outfall. Goodman
- Completed inspection and maintenance on influent pump #4, which included replacing wear rings and packing.
 Lahey
- Completed repair of broken muffler on a Honda Gorman Rupp pump. Lahey
- Installed a new level indicator on the Ferric tank to replace the failed unit. Monteiro, Goodman
- Solved communication issues with the MLSS radio by replacing the power supply, the lightning arrester, and some programming. – Monteiro

MAINTENANCE DEPARTMENT MEETINGS:

- Title 22 Hazardous Waste
- Spill Prevention Control and Countermeasures (SPCC plan)

AFTER NORMAL HOURS CALLS: Plant – 4, Lift Stations – 1

CO–GEN UPTIME: Engine #1 – 99%, Engine #2 – 99%

ORO LOMA SANITARY DISTRICT OPERATING REPORT METALS SUMMARY (ug/L)

	FLOW *	CYANIDE	ARSENIC	CADMIL	M CHROMIUM	COPPER	LEAD	NICKEL	SILVER	ZINC	SELENIUM	PAH'S	MERCURY
August 2021	10.7	2.0	0.72	0.050	0.34	8.0	0.32	1.8	0.020	51	0,49		0.0023
September 2021	10.6	3.3	0.74	0.050	0.30	3.8	0.25	1.8	0.020	40	0.41		0.0015
October 2021	10.5	1.8	0.70	0.050	0.34	3.9	0.28	1.6	0.020	48	0.40		0.0010
November 2021	12.8	1.8 🧸	1.6	0.050	0.34	3.4	0.17	2.2	0.020	31	0.66		0.0014
December 2021	11.0	2.4	1.3	0.050	0.37	8.8	0.29	2.1	0.020	56	0.67		0.0026
January 2022	13.5	1.0	2.0	0.050	0.34	6.4	0.19	2.2	0.050	32	0.70-		0.0020
February 2022	10.0	1.7	1.3	0.050	0.35	5.7	0.30	1.9	0.050	40	0.65		0.0030
March 2022	9.9	1.8	1.3	0.050	0.41	9.6	0.40	2.0	0.050	48	. 0.68		0.000
April 2022	9.8	2.9	1.1	0.050	0.32	5.1	0.25	2.1	0.050	41	0.46		
May 2022	9.6	2.2	0.99	0.050	0.31	4.2	0.26	2.1	0.050	39	0.49		0.0015
June 2022	9.1	4.7	1.2	0.050	0.36	10	0.47	2.5	0.050	51	0.45		0.0010
July 2022	9.1	2.0	1.4	0.050	0,33	6.2	0.31	1.7	0.050	58	0.76		
August 2022	9.0	1.6	0.93	0.050	0.30	4.6	0.21	1.5	0.050	42	0.51		0.0014
September 2022	8.6	1:5	1.1	0.050	0,30	7.0	0.20	1.8	0.050	40	. 0.40		0.0011
October 2022	8.3	3.3	0.96	0.050	0.29	7.3	0.24	1.5	0.050	48	0.42		
November 2022	8.5	2.3	1.1	0.050	0.35	7.6	0.25	1.9	0.050	39	0.57		0.0030
December 2022	9.8	0.90	1.0	0.050	0.27	3.4	0.19	0.62	0.050	32	0.65		0.0000
January 2023	42.2	1.2.	3.2	0.050	0.60	7.5	0.36	2.9	0.050	20	0.86		
February 2023	12.6	1.7	1.4	0.050	0.41	4.6	0.16	2.1	0.050	29	0.76		0.0019
March 2023	17.8	0.96	2.5	0.050	0.36	3.8	0.17	1.9	0.050	21	0.91		0.0010
April 2023	14.3	1.3	1.7	0.050	0.42	3.8	0.20	2.3	0.050	28	0.95		
May 2023	12.7	0.97	1.6	0.050	0.44	4.8	0.20	1.5	0.050	30	0.72		0.0028
June 2023	10.5	1.8	1.1	0.050	0,38	4.3	0.22	1.4	0.050	39	~ 70.67		0.0020
July 2023	10.0	1.1	1.2	0.500	0.39	4.5	0.19	1.3	0.050	40	0.66		
August 2023	12.9	2.0	1.1	0.050	0.40	5.1	0.28	1.7	0.050	37	0.72		0.0021
September 2023	9.1	2.1	1.1	0.050	0.41	4.2	0.22	1.7	0.051	41	0.78		0.0021
October 2023	9.5	1.9	0.98	0.050	0.35	5.7	0.37	1.5	0.051	38	0.40		
November 2023	9.4	1.7	0.82	0.050	0.33	2.9	0.24	1.2	0.051	36	0.41		0.0012
December 2023	10.6	1.8	1.0	0.050	0.40	5.4	0.28	1.4	0.051	45	0.61.		
January 2024	12.5	1.1	1.5	0.050	0.33	5.3	0.30	1.7	0.051	35	0.82		
February 2024	25.6	1.1	2.0	0.050	0.45	3.8	+0.18	1.8	0.051	24	0.80		0.0023
March 2024	16.7	3.6	1.8	0.050	0.36	3.4	0.18	1.9	0.051	26	0.70		
detected but not quantified below detection limit													
Monthly NPDES Ta		20	NA	NA	NA	53	NA	NA	NA	NA	NA		0.066
Maximum	25.6	3.6	2.0	0.0 0.050	0.45	5.7	0.37	1.9	0.051	45	0.82	0.0	0.0023
Minimum	9.4	1.1	0.8	0.0 0.050	0.33	2.9	0.18	1,2	0.051	24	0.40	0.0	0.0012
6 Month Average	14.1	1.9	1.4	#### 0.050	0.37	4.4	0.26	1.6	0.051	34	0.62	#DIV/0!	0.0012

^{*} Max, Min, and Average are the most recent 6 months
* Flow refers to day of sample

ORO LOMA HISTORY

2023 MAR - 2024 MAR

	OLSD	CVSD	Total Treated	CVSD	Skywest	Plant Flow	Ave Daily	Max Daily	Min Daily	Co-gen	Solar	Electric	PG&E	Net
	Flow	Flow	Flow	Flow Ratio	Flow	to EBDA	Flow	Flow	Flow	Generated	Generated	Returned	Electricity	Purchase
	MG	MG	MG	%	MG	MG	MGD	MGD	MGD	KWH	KWH	KWH	Purchased KWH	KWH
2023 MAR	469.7	225.6	695.2	32.4	0.0	695.2	22.4	41.8	15.6	531,360	53,980	26,027	88,727	62,700
2023 APR	288.9	109.3	398.2	27.4	0.0	398.2	13.3	17.5	11.5	530,880	78,158	25,659	124,358	98,699
2023 MAY	263.2	105.5	368.7	28.6	1.7	367.0	11.9	13.9	10.9	527,640	70,202	17,144	143,372	126,228
2023 JUN	223.4	92.8	316.3	29.4	1.7	314.6	10.5	11.5	9.7	518,860	74,213	33,375	89,651	56,276
2023 JUL	228.3	90.6	318.9	28.4	1.1	317.8	10.3	14.5	8.6	518,880	79,851	33,246	88,489	55,243
2023 AUG	225.2	90.3	315.5	28.6	1.1	314.4	10.2	12.9	8.7	459,360	68,813	7,853	190,587	182,734
2023 SEP	209.9	87.8	297.7	29.5	1.1	296.6	9.9	11.9	9.1	511,680	52,966	23,385	93,068	69,683
2023 OCT	212.6	92.1	304.8	30.2	1.1	303.7	9.8	11.5	8.3	532,320	46,603	23,210	90,779	67,569
2023 NOV	204.5	89.3	293.8	30.4	0.0	293.8	9.8	11.6	9.2	501,516	32,611	16,148	116,413	100,265
2023 DEC	238.8	106.9	345.6	30.9	1.0	344.6	11.1	17.2	9.2	526,560	22,421	14,061	111,011	96,950
2024 JAN	346.3	160.4	506.7	31.6	0.0	506.7	16.3	33.3	11.5	535,200	23,960	9,014	175,684	166,670
2024 FEB	384.0	178.1	562.1	31.7	0.0	562.1	19.4	35.0	13.1	495,360	34,637	9,085	121,041	111,956
2024 MAR	317.5	157.9	475.4	33.2	0.0	475.4	15.3	23.8	11.8	534,240	*	*	*	*
Average	274.6	119.1	393.6	29.9	0.7	392.9	12.9	19.4	10.5	515801	53201	19851	119432	99581
Maximum	469.7	225.6	695.2	32.4	1.7	695.2	22.4	41.8	15.6	535200	79851	33375	190587	182734
Minimum	204.5	87.8	293.8	27.4	0.0	293.8	9.8	11.5	8.3	459360	22421	7853	88489	55243

^{*}Solar not available at report time.

TREATMENT PLANT PERFORMANCE

DATE	Ra	w Wastewat	er	Primary Effluent		Mixed Liquor	-		Final E	Overall Plant Removal Percent			
	Total Flow	CBOD	TSS	TSS	MLSS	SVI	SRT	CBOD (mg/l)		TSS (mg/l)		CBOD	TSS
	MGD	mg/l	mg/l	mg/l	mg/l	mL/gr	Days	Target	Actual	Target	Actual	%	%
Aug-21	10.8	316	362	106	2345	199	12.8	25	2	30	4	99%	99%
Sep-21	10.6	341	403	142	2809	103	13.8	25	4	30	3	99%	99%
Oct-21	11.9	188	366	190	3052	126	15.3	25	6	30	15	97%	96%
Nov-21	12.2	222	353	111	2244	164	11.3	25	6	30	5	97%	99%
Dec-21	16.6	225	270	129	1715	276	10.1	25	10	30	17	95%	94%
Jan-22	11.6	218	285	94	2281	136	10.0	25	12	30	5	94%	98%
Feb-22	9.8	233	292	126	2698	253	11.2	25	7	30	5	97%	98%
Mar-22	9.7	249	303	132	2170	231	8.4	25	7	30	6	97%	98%
Apr-22	10.6	195	341	140	2059	163	7.9	25	6	30	5	97%	99%
May-22	9.7	253	383	121	1965	144	8.6	25	8	30	5	97%	99%
Jun-22	9.4	255	328	121	1796	101	12.8	25	4	30	3	99%	99%
Jul-22	9.2	278	339	107	1790	167	9.6	25	4	30	5	99%	98%
Aug-22	9.0	262	331	110	1857	171	10.9	25	2	30	2	99%	99%
Sep-22	8.8	214	353	111	1839	126	11.3	25	3	30	2	99%	99%
Oct-22	8.6	222	353	99	1857	202	10.7	25	3	30	5	99%	99%
Nov-22	9.2	216	303	97	2261	121	11.0	25	5	30	3	98%	99%
Dec-22	15.0	191	252	112	2295	292	9.1	25	5	30	6	97%	98%
Jan-23	28.8	104	171	106	1690	122	9.1	25	15	30	15	86%	91%
Feb-23	14.4	140	215	105	1968	227	8.2	25	5	30	8	96%	96%
Mar-23	22.4	129	180	103	1931	354	9.0	25	6	30	10	95%	95%
Apr-23	13.3	147	254	103	1857	270	8.1	25	12	30	6	92%	98%
May-23	11.9	197	285	108	1944	132	10.0	25	8	30	5	96%	98%
Jun-23	10.5	219	310	106	2206	184	9.9	25	3	30	2	99%	99%
Jul-23	10.3	230	312	107	2005	180	8.3	25	4	30	2	98%	99%
Aug-23	10.2	234	294	125	2450	171	10.2	25	7	30	3	97%	99%
Sep-23	9.9	256	323	106	1919	200	9.6	25	6	30	3	97%	99%
Oct-23	9.8	223	328	112	1765	178	9.8	25	5	30	3	98%	99%
Nov-23	9.8	220	338	115	1763	162	9.7	25	5	30	3	98%	99%
Dec-23	11.1	221	320	110	1817	356	10.6	25	4	30	4	98%	99%
Jan-24	16.3	125	194	104	1742	300	9.0	25	16	30	13	87%	93%
Feb-24	19.4	111	190	99	1519	360	8.6	25	12	30	DNQ 2.9	89%	
Mar-24	15.3	150	203	100	2570	140	17,9	25	3	30	DNQ 2.9 DNQ 1.9	98%	97%
Average	12,4	212	298	114	2068	197	10.4	25	6	30	6 6	96%	99% 98%

AMENDED AND RESTATED HAYWARD AREA SHORELINE PLANNING AGENCY JOINT EXERCISE OF POWERS AGREEMENT

July 1, 2024

TABLE OF CONTENTS

Secti	ion 1. Definitions	7
Secti	ion 2. Authority and Purpose	8
Secti	ion 3. Creation of HASPA	9
Secti	ion 4. Powers	9
Secti	ion 5. Organization	10
a.	HASPA Board	10
b.	Voting	11
c.	JPA Amendments	11
d.	Certain JPA Amendments Delegated to the Board	11
e.	Certain JPA Amendments Delegated to the Manager/Managing Agency	11
f.	Meetings	12
g.	Bylaws	12
Secti	ion 6. Managing Agency/Manager	
a.	Managing Agency	12
b.	Manager	12
Secti	ion 7. Employees	
a.	Agency Employees	13
b.	Officers, Employees, Agents of the Parties	13
Secti	ion 8. Budget and Finance	13
a.	Budget	
b.		
c.	Funding and Agency Financial Commitments	14
Secti	ion 9. Treasurer, Controller, Accountability, and Access to Property	14
a.	Treasurer	14
b.	Controller	15
c.	Accountability of Funds	16
d.	Access to Property and Funds	16
Secti	ion 10. Term, Termination, and Withdrawal of a Party	16
a.	Term	16
b.	Termination	16
c.	Withdrawal	17
d.	Reinstatement	17
Secti	ion 11. Elections	17

Section 12. Boundaries and Service Area	18
Section 13. Amendments	
Section 14. New Parties	18
Section 15. Dispute Resolution	19
Section 16. Severability	19
Section 17. Counterparts	19
Section 18. Successors; Assignment	20
Section 19. Governing Law	20
Section 20. Joint Drafting	

TABLE OF SCHEDULES

Schedule A: Service Area Map

Schedule B: HASPA Boundary Map

Schedule C: Annual Dues Table/Weighted Voting Chart

Schedule C-1: Example Annual Dues Table



AMENDED AND RESTATED HAYWARD AREA SHORELINE PLANNING AGENCY JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated for convenience as of July 1, 2024, is made and entered into by and among the East Bay Regional Park District, a special district (hereinafter referred to as "Regional Park District"); the Oro Loma Sanitary District, a sanitary district (hereinafter referred to as "Oro Loma"), the Alameda County Mosquito Abatement District, a mosquito control district (hereinafter referred to as "ACMAD"), the Hayward Area Recreation and Park District, a California special district (hereinafter referred to as "HARD"); and the City of Hayward, a municipal corporation (hereinafter referred to as "Hayward") (collectively "Parties" and individually "Party"); each duly organized and existing in the County of Alameda under the constitution and laws of the State of California.

WITNESSETH:

WHEREAS, the Hayward Area Shoreline Planning Agency (hereinafter referred to as "HASPA" or "Agency"), is a joint powers authority consisting of representatives from the Regional Park District, Oro Loma, ACMAD, HARD, and Hayward;

WHEREAS, HASPA was formed pursuant to the December 7, 1970 Joint Exercise of Powers Agreement (hereinafter the "Agreement");

WHEREAS, the Agreement was subsequently extended on October 7, 1975, November 13, 1979, June 10, 1985, September 11, 1990, September 21, 1995, August 25, 2000, July 1, 2005, June 30, 2010, June 30, 2015, December 1, 2015, January 1, 2021, January 1, 2022, June 30, 2022, and May 11, 2023;

WHEREAS, HASPA's original purpose, which has been fulfilled, was to study, plan, and adopt policies concerning the land uses in the Shoreline area, in order to develop a

comprehensive plan for the governing bodies of the original parties so that the plans and actions of each party are compatible with those of the other parties;

WHEREAS, the Hayward Shoreline faces serious impacts to public health, infrastructure, and resources caused by sea level rise, groundwater intrusion, and storm surge ("Climate Change Impacts");

WHEREAS, HASPA adopted the Hayward Regional Shoreline Adaptation Master Plan, which creates a framework for a region-wide response to Climate Change Impacts;

WHEREAS, the Parties wish to continue HASPA and its powers and functions in addressing the new mission of responding to Climate Change Impacts by promoting public health and climate adaptation measures, protecting critical infrastructure at the shoreline, and maintaining public access to the shoreline, as more particularly described herein;

WHEREAS, Climate Change Impacts create a unique challenge to the preservation of open space resources at the shoreline. Climate adaptation measures facilitate the conservation and restoration of park lands and habitat for threatened species in the East Bay;

WHEREAS, Climate Change Impacts threaten waste water treatment facilities located along the Hayward Shoreline. Addressing and mitigating sea level rise is necessary to ensure these sanitary sewer facilities remain functional and to prevent the sewer overflows into the San Francisco Bay in order to protect public health;

WHEREAS, the coastal inundation and flooding exacerbated by sea level rise increase the breeding habitat for mosquitoes and warmer temperatures associated with climate change can accelerate mosquito development. Engaging in preventative climate change efforts is a crucial way to combat and prevent the transmission of vector-borne diseases which will further ACMAD's mission of improving the health and comfort of Alameda County residents;

WHEREAS, HARD is a recreational and park district established under Public Resources Code Section 5780 *et seq.* empowered to, among other things, acquire, operate, maintain, and improve recreational facilities and open space, which includes the authority to respond to Climate Change Impacts by implementing climate adaptation measures to safeguard its property;

WHEREAS, the City of Hayward, pursuant to Section 200 of the City Charter and Article XI, Section 5 of the California Constitution, may make and enforce all laws and regulations in respect to municipal affairs, and pursuant to Article XI, Section 7 of the California Constitution may exercise its police powers to make and enforce ordinances and regulations to promote the public health, safety, and welfare, which includes development and implementation of climate adaption measures to address Climate Change Impacts along the Hayward Shoreline, including sea level rise and/or inundation;

WHEREAS, the Parties desire that this Agreement supersede and supplant all previous iterations of the Agreement set forth above;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

Section 1. Definitions

- a. "Agency" means HASPA.
- b. "Agreement" means this Amended and Restated Joint Exercise of Powers
 Agreement.
- c. "HASPA Board" means the Hayward Area Shoreline Planning Agency Board of
 Trustees, being the governing body of HASPA.
- d. "Controller" means the public officer performing the functions of auditor or controller as determined pursuant to the Act.

- e. "Hayward Shoreline" or "Service Area" means all areas of the City of Hayward and all areas of the unincorporated land in the Alameda County that are west of the Southern Pacific Railroad tracks and are between the boundaries of the City of San Leandro on the north and the City of Fremont on the south and all areas where the 100 year inundation line is currently shown on FEMA maps, as shown in Schedule A.
- f. "Manager" or "Managing Agency" means the Party, individual, or independent contractor, designated by the HASPA Board to act for and on behalf of the Agency, as the agent or representative of the Agency, pursuant to and within the scope of authority provided in this Agreement and delegated by the HASPA Board, as further described in Section 6.
- g. "Supporting Agency" means a Party that contracts for a project within the Service

 Area that is not otherwise supported by annual dues.
- h. "Surcharge" means funds required for any expenditure that is approved by the HASPA Board, but is not itemized in the annual budget.
- i. "Treasurer" means the public officer designated and performing the functions of as determined pursuant to Section 6505.5 or Section 6505.6 of the Act.

Section 2. Authority and Purpose

This Agreement is made pursuant to Chapter 5, of Division 7, Title 1 of the California Government Code (Sections 6500 *et seq.*; the "Act") and relates to the joint exercise of powers held by each of the Parties and as otherwise granted by the Act. The purpose of this Agreement is to jointly exercise the common powers of the Parties to address Climate Change Impacts on the Hayward Shoreline by promoting and implementing climate adaptation measures on the

Hayward Shoreline through shoreline planning activities, collaboration to advance projects, and seeking funding for projects.

Section 3. Creation of HASPA

The Agency is a public agency separate from the Parties. The Agency will exercise the powers set forth in this Agreement. No debt, liability, or obligation of the Agency will constitute a debt, liability, or obligation of the Parties, except as expressly provided in this Agreement.

Section 4. Powers

To the greatest extent permitted by law and in the manner provided herein, the Agency will exercise the powers which are common to each Party, or as otherwise permitted under the Act, and all incidental, implied, expressed, or necessary powers to accomplish the purposes of this Agreement. The Agency is hereby authorized, in its own name, to perform all acts necessary to fulfill the purposes of this Agreement, including but not limited to any or all of, the following:

- a. to make and enter into contracts;
- b. to employ agents and employees;
- c. to apply for and accept grants, advances and contributions
- d. to receive, accept, and expend or disburse monies by contract or otherwise for purposes consistent with this Agreement;
- e. to employ or contract for the services of planners, financial advisors, consultants, contractors, fiscal agents, and such other persons as the HASPA Board deems necessary and to establish compensation, salaries, and other benefits for such persons as are necessary to implement this Agreement;
- f. to make plans and conduct studies;
- g. to acquire, hold or dispose of property;

- to sue and be sued in its own name;
 to incur debts, liabilities or obligations and issue indebtedness;
- i. to prepare and adopt a general budget for HASPA's functions;
- j. to explore shoreline protection in conjunction with climate adaptation;
- to develop and adopt bylaws and policies for the conduct of the business of the
 Agency;
- 1. to insure itself and the Parties from loss, liability, and claims arising out of or in any way connected with the performance of this Agreement; and
- m. To enter into joint exercise of powers agreements pursuant to the Act.

For the purposes of California Government Code Section 6509, the powers of the Agency will be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the City of Hayward, a charter city.

Section 5. Organization

a. HASPA Board

The Agency will be governed by the HASPA Board, which will exercise all powers and authority on behalf of the Agency except as otherwise provided herein. The HASPA Board is composed of representatives from each Party, who are known as trustees. Each Party to this Agreement will appoint one member of its governing body to be a trustee and will appoint a second member of its governing body to be an alternate trustee to serve in the absence of that Party's trustee. Each trustee and alternate will serve at the pleasure of his or her governing body, but in no event will either a trustee or alternate trustee serve on the HASPA Board if he or she is no longer a member of the governing body of a Party. Each trustee (or alternate trustee serving the absence of the trustee) is allocated one vote on any matter before the HASPA Board. In

accordance with the Bylaws, the trustees will elect from among themselves, and establish the terms of office for, a Chair and such other officers, as they deem necessary or desirable.

b. Voting

1. Majority Vote and Weighted Voting. Generally, the affirmative vote of a majority of the total membership of the HASPA Board is required to adopt any action. However, any trustee may call for any motion to be subject to weighted voting. The call for weighted voting must be made before the motion is made. The weighted percentage of each trustee's vote will be as set forth in Schedule C. An affirmative vote of at least 51% is required to adopt any motion subject to weighted voting, subject to the consent requirement in Section 8(a) if applicable.

c. JPA Amendments.

Unless explicitly provided in the Agreement, the HASPA Board and the governing boards of the Parties must unanimously approve all amendments to the Agreement, including any amendments to the Agreement that effect the rights, obligations, or status of the Parties to this Agreement, add new parties to the Agreement, or alter the authority and purpose of the Agency.

d. Certain JPA Amendments Delegated to the Board.

The Parties have delegated to the HASPA Board the authority to make any revision to the provisions of the Agreement related to the operations of the Agency, which is necessary to affect the purpose of the Agency.

e. <u>Certain JPA Amendments Delegated to the Manager/Managing Agency.</u>

In addition, the Parties have delegated to the Manager/Managing Agency the authority to make such administrative revisions to the Agreement as described in Section 12.

f. Meetings

All meetings of the HASPA Board are public meetings and will be held subject to the requirements of the Ralph M. Brown Act, Section 54950 *et seq*. of the California Government Code, other applicable laws of the State of California, and the bylaws of the HASPA Board. A majority of the trustees will constitute a quorum.

g. <u>Bylaws</u>

The HASPA Board may adopt, and from time to time amend, bylaws of the HASPA Board as necessary or convenient in the determination of the HASPA Board to achieve its purposes. The bylaws may set forth how meetings of the HASPA Board will be conducted.

Section 6. Managing Agency/Manager

a. <u>Managing Agency</u>

If the HASPA Board designates a Party as the Managing Agency, the duties of the Managing Agency will alternate among the Tier 3 Parties as set forth in Schedule C. The Tier 3 Parties will rotate the Managing Agency role as needed.

b. <u>Manager</u>

The HASPA Board may employ a staff member of one of the Parties or other individual to manage the Agency, or it may contract for the services of the Manager. In such case, the HASPA Board will prescribe the duties, compensation, and terms and conditions of employment, or of the contract, of the Manager. At a minimum, the Manager will coordinate the business of the Agency, hire and direct any Agency employees, attend HASPA Board meetings, prepare, distribute and maintain agendas and minutes of the HASPA Board meetings and official actions of the Agency, and carry out other duties as may be assigned by the HASPA Board. The Manager will serve at the pleasure of the HASPA Board. In the event the HASPA Board

employs or contracts for the services of a Manager, the Managing Agency will be responsible for supporting tasks such as administration of the contract for the services of a Manager and use of office resources.

Section 7. Employees

a. Agency Employees

The Agency may directly employ officers, agents, or employees, but none of the officers, agents, or employees directly employed by the Agency will be deemed, by reason of their employment by the Agency, to be employed by any Party or to be subject to any of the requirements of any Party. Any officer, employee, or agent of the Agency may also be an officer, employee, or agent of any Party, provided that the HASPA Board or Manager determines that the two positions are compatible.

b. Officers, Employees, Agents of the Parties

All privileges and immunities from liability, all exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of a Party when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

Section 8. Budget and Finance

a. Budget

The Agency may adopt a budget for activities consistent with its powers and may require the contribution of funds from the Parties for the expenditures included in that budget. As opportunities arise, the Board may approve the imposition of Surcharges to fund expenses that are not otherwise included in the adopted budget. Generally, Surcharges will be allocated to each

Party in accordance with the percentages in Schedule C. However, at the request of any Party, the Board may consider a different allocation for the Surcharge. At the Board's discretion, such allocation may be among all of the Parties or only a portion of the Parties. The intent of any such alternative allocation is to give Supporting Agencies and/or any Party that may receive unique benefits from the expense the opportunity to contribute at a higher level than the applicable percentage in Schedule C. If a Party's Surcharge allocation is higher than the percentage in Schedule C, the Party must consent in writing to the Surcharge allocation. The Board's decision on any allocation will be final.

b. Dues

On July 1 of each year, each Party will pay the annual dues to the Agency. The total amount of annual dues will equal the total adopted budget for that fiscal year. Each Party's allocation of the annual dues will be based on the percentages set forth in Schedule C.

c. Funding and Agency Financial Commitments

The Agency may apply for and receive grants and other funding from outside sources to support its purpose. The Agency may be the responsible fiscal agency for the funding or an appropriate Party may be selected. The Agency may not make any financial commitment that requires revenues in excess of those available to it.

Section 9. Treasurer, Controller, Accountability, and Access to Property

a. <u>Treasurer</u>

Pursuant to Government Code Section 6505.5, the treasurer of the Managing Agency, or other duly authorized staff person, is the Treasurer of the Agency. Alternatively, pursuant to Government Code Section 6505.6, the HASPA Board may appoint one of the Agency's officers

or employees as Treasurer of the Agency. The Treasurer will be the depositary, and have custody of all the money of the Agency from whatever source. The Treasurer will:

- Receive and receipt for all money of the Agency and place it in the treasury of the Treasurer to the credit of HASPA.
- 2. Be responsible upon his or her official bond for the safekeeping and disbursement of all Agency money and personal property.
- 3. Pay, when due, out of money of the Agency, all sums due from the Agency, or any portion thereof, only upon warrants of the public officer performing the functions of Controller of the Agency.
- 4. Verify and report in writing on the first day of July, October, January, and April of each year to the Agency, and to each of the Parties, the amount of money held for HASPA, the amount of receipts since the last report, and the amount paid out since the last report.
- 5. Invest all of the Agency's funds not currently required in the manner provided by law including but not limited to Government Code sections 6509.5 and 53601 and collect interest thereon for account of the Agency.
- 6. Have the powers, duties, and responsibilities of the treasurer as specified in the Act, including, without limitation, Sections 6505 and 6505.5 thereof.

b. Controller

Pursuant to Government Code Section 6505.5, the auditor of the Managing Agency, or other duly authorized staff person, is the Controller of HASPA. Alternatively, pursuant to Government Code Section 6505.6, the HASPA Board may appoint one of the Agency's officers

or employees as Controller of the Agency. If an appointment is made pursuant to Government Code Section 6505.6, the offices of the Treasurer and Controller may be held by the separate individuals or the offices may be held by the same individual. The Controller will draw warrants to pay demands against the Agency when the demands have been duly authorized by the HASPA Board. The Controller will have the powers, duties, and responsibilities specified in the Act, including, without limitation, Sections 6505 and 6505.5 thereof.

c. <u>Accountability of Funds</u>

There will be strict accountability of all HASPA funds and report of all receipts and disbursements and compliance with the Act. The Controller will either make or arrange for a contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Agency.

d. Access to Property and Funds

As provided in Section 6505.1 of the Act, the Treasurer is hereby designated as the person who has charge of, handles, and has access to the property of the Agency. The HASPA Board will require such person to file an official bond in an amount to be fixed by the HASPA Board and the cost of said bond will be paid by the Agency.

Section 10. Term, Termination, and Withdrawal of a Party

a. Term

This Agreement is effective as of the date of execution by the last Party hereto and will continue in full force and effect until terminated by mutual agreement of the Parties.

b. Termination

Upon mutual agreement of the Parties to terminate the Agreement, the Agency will liquidate any assets. After the discharge of all enforceable liabilities, the liquidated assets will be

divided as agreed to by the Parties. In terminating this Agreement, the Parties agree to apportion any employee retirement obligations of the Agency equally among all Parties. All Parties will comply with all legal requirements related to the Agency's pension liabilities and obligations as specified in the Act and the Public Employees Retirement Law (California Government Code Section 20000 et seq.).

c. Withdrawal

Any Party may withdraw from the Agency by reaching an agreement with the remaining Parties, whereby the remaining Party(ies) acquires all of the rights in this Agreement and in the Agency and assumes all liability, including bonded indebtedness, of the withdrawing Party.

d. Reinstatement

A Party, subsequent to its filing of its notice of withdrawal or its actual withdrawal from the Agency, may seek reinstatement as a member of the Agency in accordance with the procedures for adding a new party as set forth in Section 14.

Section 11. Elections

For the purpose of holding any election within the Agency's boundaries, the HASPA Board may call and hold an election to submit propositions to the electors of the Agency in the same manner as the board of supervisors of a county may call and hold county elections, and the electors of the Agency will have the right to petition for referendum on any ordinance enacted by the HASPA Board in the same manner as the electors of a county, except that all computations referred to in those sections and the officers of the county mentioned in those sections will be construed to refer to comparable computations and officers of the Agency. For the purposes of any such election or referendum petition, the electors residing within the boundaries of the

Agency who would be qualified to vote for candidates for Governor at any general election will be the electors of the Agency.

Section 12. Boundaries and Service Area

The boundary of the Agency will be the consolidated boundaries of all Parties, as may be amended from time to time. The current boundaries are shown in Schedule B. In the event the Agency's boundaries change, the Managing Agency or Manager will prepare an updated Schedule B, which will be automatically incorporated into this Agreement. For clarity, HASPA generally will exercise the common powers described in this Agreement within the Service Area, as shown in Schedule A. In the event the Service Area changes (e.g. due to the withdrawal of a Party, updates to the FEMA maps), the Managing Agency or Manager will prepare an updated Schedule A, which will be automatically incorporated into this Agreement. The Managing Agency or Manager will inform the Board of updates to Schedule A or B.

Section 13. Amendments

The Parties authorize the HASPA Board to approve amendments to the Agreement as described in section 5(d) and the trustees are each authorized to execute any such amendments on behalf of their respective agencies. All other amendments to this Agreement require approval by unanimous vote of the total membership of the HASPA Board and a writing approved and executed by the governing bodies of all Parties.

Section 14. New Parties

A new party may be added to this Agreement by forwarding a duly adopted resolution of its governing body to the Manager or Managing Agency. If approved by the HASPA Board, the

addition of the new party will be effective upon approval of the amendment by the governing bodies of all Parties.

Section 15. Dispute Resolution

In the event of any dispute, the Parties will promptly meet and confer, first at a staff level and then elevated to a meeting of the HASPA Board, in a good faith attempt to resolve the dispute. In connection with such negotiations, the Party asserting the dispute must provide the other with a written description of the nature of the dispute, along with reasonable supporting documentation. If a dispute cannot be resolved by the Parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third Party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally. In the alternative, a Party may choose to resolve questions or disputes arising under the Agreement through arbitration or judicial determination.

Section 16. Severability

If any one or more of the covenants or agreements set forth in this Agreement should be contrary to any provision of law or contrary to the policy of law to such an extent as to be unenforceable in any court of competent jurisdiction then such covenant or covenants, or such agreement or agreements, will be null and void and will be deemed separable from the remaining covenants and agreements and will in no way affect the validity of remaining portions of this Agreement.

Section 17. Counterparts.

This Agreement may be separately executed in any number of counterparts, and each counterpart signature page and the remainder of this Agreement will constitute the original

Agreement. Facsimile, electronic, or digital signatures will be treated in all respects as having the same effect as an original signature.

Section 18. Successors; Assignment

This Agreement will be binding upon and inure to the benefit of the successors of the Parties. No Party may assign any right or obligation hereunder without the consent of the others.

Section 19. Governing Law

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to conflict of law provisions.

Section 20. Joint Drafting

All Parties participated in the drafting of this Agreement and the Agreement will not be construed against any Party as the drafter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and attested by their respective officers, duly authorized to so act, on the dates set forth.

SIGNATURE BLOCKS ON FOLLOWING PAGES

MINUTES PERSONNEL/SAFETY/PUBLIC INFORMATION COMMITTEE MEETING ORO LOMA SANITARY DISTRICT

WEDNESDAY, APRIL 10, 2024

4:30 PM

ORO LOMA SANITARY DISTRICT BOARDROOM 2655 GRANT AVENUE, SAN LORENZO, CA 94580

1. CALL TO ORDER

Chair Stelzmann called the meeting to order at 4:30 p.m.

2. ROLL CALL: CHAIR STELZMANN AND DIRECTOR LEE

Chair Stelzmann was present as well as General Manager Dang and Administrative Services Manager Luna. Director Lee was absent.

3. PUBLIC COMMENTS

There were no members of the public present and therefore no comments.

4. REVIEW STATUS OF STRATEGIC GOALS

The Committee reviewed the status of the updated strategic goals related to Personnel/Safety/Public Information and found them in good order.

4.1. Personnel Committee Goals Report 4-10-24

5. REVIEW KEY PERFORMANCE INDICATORS

The Committee reviewed updated Key Performance Indicators (KPIs) related to Personnel/Safety/Public Information. Chair Stelzmann noted that KPIs are progressing to being met on time or before the scheduled deadlines.

5.1. Personnel Committee KPIs 04-10-24

6. RECRUITMENT UPDATE

Administrative Services Manager Luna reported on ongoing recruitments for Electrical & Instrumentation Technician (EIT), Lead Worker, Associate Engineer, and Plant Operator II. She noted that the recruitment for an EIT had been reopened due to the lack of qualified candidates interviewed in the first round. Chair Stelzmann inquired whether the recruitment for the Plant Operator II had been initiated due to the recent promotion of the Operations Manager, which staff confirmed. General Manager Dang noted that the 4 vacancies represent about 10% of the workforce.

7. STAFF AND DIRECTOR COMMENTS

Chair Stelzmann inquired whether there were any pressing items scheduled for the May Personnel Committee meeting. Staff stated that there were no urgent items currently scheduled for May, and consensus was reached to cancel the meeting.

8. ADJOURNMENT

There being no further business to come before the Committee, Chair Stelzmann adjourned the meeting at 4:37 p.m.

Page 1 of 4 Page 40 of 53

Page 2 of 4 Page 41 of 53

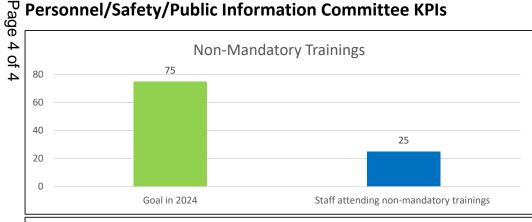
PERSONNEL/SAFETY/PUBLIC INFORMATION STRATEGIC PLAN GOALS REPORT

10-Year Goal	Intermediate Two-Year Goal	Status
Zero lost time accidents. (2013)	Continue existing high-level of safety training (minimum 20 training sessions per year).	No lost-time injuries in 2024 to date.
Maintain High Performing Safety Culture (2013)	Maintain average time for correction of safety work orders at or under 30 days (excludes work orders where alternate, safe methods of work are available). Hold monthly Safety Committee meetings and distribute minutes to all staff. Perform written management safety audits a minimum of four times per year.	On track: Avg. time for correction of safety work orders - 4.25 days; Monthly Safety Committee meetings and minutes distributed in 2024 - 3 Management safety audits in 2024 - 1 so far
Survey Oro Loma Safety Culture every two years and maintain a minimum of 90% positive responses in the aggregate. (2015)	Perform Safety Culture survey in Fall of 2024 and present findings to the management team. Identify action plan for any areas in need of improvement.	Next survey in the fall of 2024.
Maintain safety policies and procedures by auditing, updating, and training on policies at least every three years. (2013)	Review all safety procedures in 2025 and update as needed.	On track to complete by 2025.
As a District, we will provide financial support and encourage any employee with a plan and desire to improve knowledge, skills, and/or abilities. (2017)	Promote the availability of the educational reimbursement program to all staff two times per year	On track - program will be promoted in the spring of 2024 and the fall of 2024. At least one lunch and learn to gauge interest.
Conduct annual management development training (commit to a minimum of two training topics per year). (2017)	Coordinate annual management training and develop program for existing management team. Management team to identify potential training needs and agree on the highest priority items for group training.	On track to complete by December every year.
Maintain policies and procedures within guidelines of "industry best". (2013)	Audit procedures annually. Perform update on any policy or procedure older than three years.	On track to be completed by December every year.
Research and establish vision for Administration & Finance office of the future. (2021)	Modernize administrative practices – investigate options for paperless A/P, and remote work policy. Identify and implement practices to increase customer service via computer-based interfaces.	New employee onboarding through our website, electronic record keeping for A/P, and RecycleCoach app for customers to learn how to sort their waste.
Update "10-Year Strategic Vision and Goals" document every three years. (2021)	Next update scheduled for April 2027.	Update was completed in January of 2024. Next update in April 2027.
Increase the call-to-action messaging for the public, with emphasis on its role in protecting the environment. (2021)	Implement the direction established in the Communications Plan – recycle right and 3Ps.	This year the two campaigns are RecycleCoach (in the spring) and FOG (in the fall).
Maintain a Communications Plan for District outreach efforts. Update the plan every five years. (2019).	Update existing plan in FY 2025/26. Review plan with Board at least every two years.	Update wias presented to the Board in March of 2024. The following update will be in April of 2026.
Measure customer satisfaction related to sewer, solid waste, and recycling activities every two years. Identify areas for improvement. (2013)	Administer customer satisfaction survey every two years (Summer 2024) and present results to the Board.	Survey will be conducted in the summer of 2024.
3/6/2024	do from the provious month	1

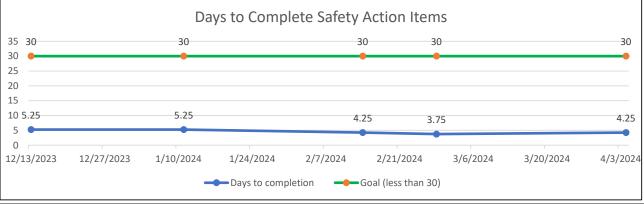
Lighter shade means updates were made from the previous month.

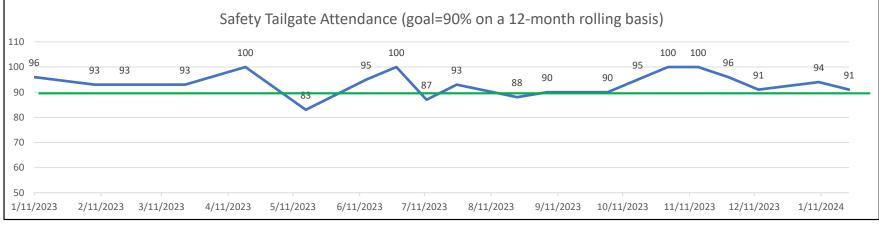
Page 3 of 4 Page 42 of 53

Personnel/Safety/Public Information Committee KPIs



Lost-Time Injuries in 2024 0





Notes: Tailgate attendance dip in June 2022 due to Covid outbreak and vacations. The dip in December 2022 due to holiday time off. Dip in May 2023 - full-days CPR, First Aid, and confined space training, some employees on shift or working, will make up training later in the year One injury with lost-time during the month of September of 2023.

COMMUNICATIONS PLAN 2024







OVERVIEW

The District's first Communications Plan was developed in 2016 and approved in 2017. Staff has been working on the plan since then, implemented a vast majority of the recommendations, and presented regular updates to the Oro Loma Board. During a Board review in April 2020, the Board instructed staff to update the plan based on a new direction for communication and outreach – focus all future messaging on "calls-to-action" for the public. The "calls-to-action" communicate the public's role in protecting the environment while using the District's core services – recycling and proper sorting, and discarding only the 3Ps (pee, poo, (toilet) paper) in the toilet. During a recent review in March 2024, the Board reaffirmed that direction.

Value of Communication

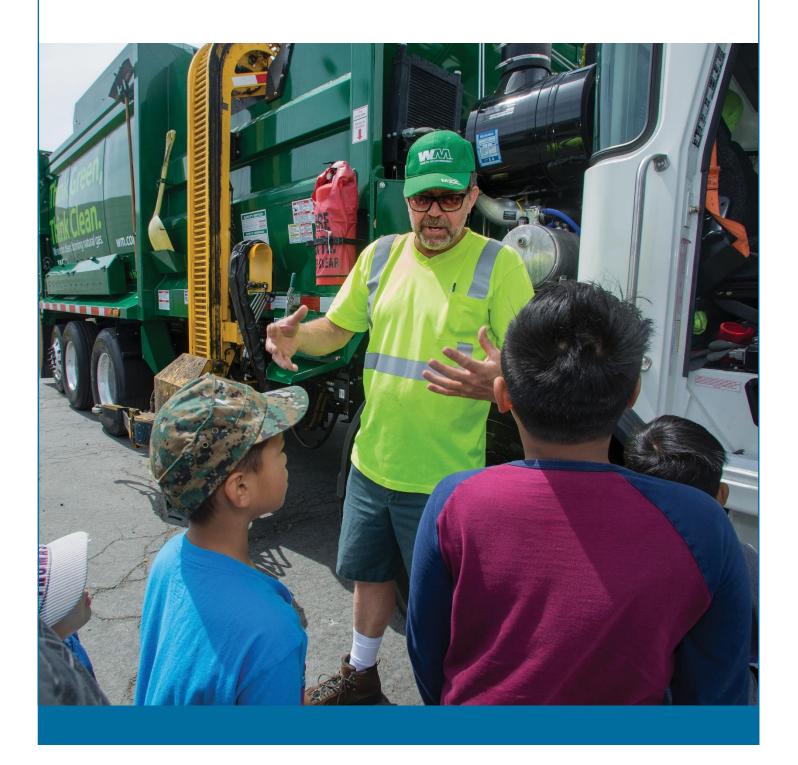
Effective communication and outreach with customers is critical and must be ongoing, open, and timely. Communications can help:

- Strengthen understanding, trust, and collaboration between the District and its customers;
- Build support in times of crisis and support for funding and resources through educated customers;
- Improve participation in customer responsibilities such as proper waste disposal when educated customers lead efforts for behavior change;
- Connect the District and customers as partners working together to solve issues and protect the environment for future generations;
- Open lines of communication to receive meaningful feedback.

Desired Outcomes

The following is a summary of desired outcomes for the communications program:

- Educate customers about their role in protecting the environment through proper waste disposal sewer and solid waste;
- · Help people understand the value of Oro Loma's services and its challenges;
- · Lead to greater awareness about Oro Loma in general;
- Develop community relationships to increase trust, awareness, and reach.





CORE MESSAGING

In 2020, the Board determined that the single most impactful message to be used in future communication and outreach was the customer "call-to-action". That determination was reaffirmed in September 2021. If customers are informed and educated on the activities related to the District's business, this could be the most helpful for Oro Loma in maintaining great service.

In 2024, the Board reconfirmed the direction established in 2020, streamlined to one core message: focus all future outreach and communication on Customer Calls-to-Action on three specific topics:

- Only flush the three Ps (pee, poo, and toilet paper); no fats, oils, or grease (FOG) down the drain; treat water before it is released to the Bay;
- Sort discarded materials properly: recycle, organics, trash, and hazardous waste;
- Promote the District's Volunteer Litter Pickup Program designed to support community cleanups by providing volunteers with basic tools, such as gloves, pickers, bags, and trash collection service.

The Board's direction also included specific instructions to stay disciplined in the three topics to avoid diluting the effectiveness of the messaging. This does not exclude highly newsworthy informational items.



STRATEGIES AND TACTICS

Strategy

Get all customers to understand, care, and take action:

- Create focused campaigns on the call-to-action topics to build interest and engagement;
- Make the messages fun and easy for people to understand by making use of graphics and reducing the amount of text;
- Make content available in multiple languages where possible;
- Track historical data to establish a baseline and future goals;
- Keep focus on the core messages.

Program

- **Campaigns:** Create single Call-to-Action-focused campaigns that use the various communication channels website, email, social media, print, and personal contact to engage and educate customers.
- Content:
 - Develop top 3-5 marketing pieces to update design, streamline content, and add graphics for easier communication.

ORO LOMA SANITARY DISTRICT - COMMUNICATIONS PLAN 2024

Messaging to non-English speakers:

- Feature more visual content instead of written content to carry messages across all languages;
- Provide translation tools on the website Chinese Traditional, Chinese Simplified, Spanish, Tagalog, and Vietnamese;



- Develop QR codes and put them on all printed materials direct links to District web pages, translatable in the languages listed above;
- Track the number of visitors to our website, who switch languages, using current website analytics tools;
- Research the communications strategies and materials used by other agencies, and consider implementing them if feasible.

Social media:

o Engage customers over social media platforms to help carry the messages.

Monthly emails:

- Send monthly emails that are strong, single subject, with a strong call-to-action message;
- Continue to allow opt-out;
- Track analytics;
- Make efforts to grow the existing list of over 20K email addresses (~49% of District accounts).

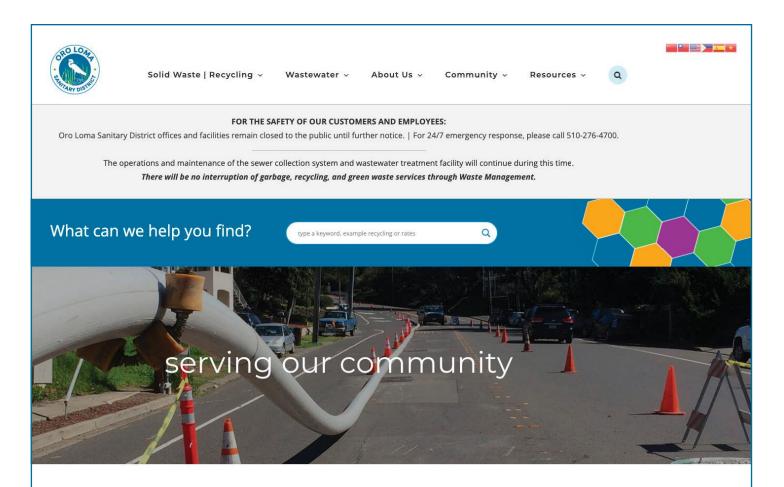
Direct mailings:

- Single subject with strong call-to-action; multi-language translation, if needed;
- In printed newsletters, use quick "did you know" facts and statistics about the process and impact of solid waste and
 - wastewater treatment activities in the community.

Collaborations with other agencies:

- Promote Alameda County's Mobile Citizen app and San Leandro's MySL app for reporting illegal dumping;
- Promote HHW facilities for safe and proper disposal of household hazardous waste materials.
- Promote the RecycleCoach app, which is a mobile solid waste resource tool that helps customers with sorting, provides collection service reminders (such as recycle week setouts), and other Oro Loma-specific program information.
- Keep exploring options and costs for small displays to share information about the District without staff time; potential placement at the offices of community organizations (e.g. San Lorenzo Village Homes Association, Cherryland Community Center).





• Website:

- o Promote the primary messages;
- Produce and promote plant tour videos, promote recycle and organics sorting training videos, and promote 3Ps (what not to flush) training video;
- Promote email signup pop-up window, where customers could provide email addresses;
- o Keep the website current with frequent updates.

• Community events:

 Participate in six community meetings or events per year focused on the core message components – such as proper sorting and keeping the water in the Bay clean – to educate and engage customers.

• Plant Tours:

- o Conduct quarterly plant tours and on-demand tours for organized groups;
- o Promote the plant tours on the website and social media;
 - Provide attendees with Oro Loma branded items and take-home educational materials.

Schools Student Project:

- Conduct Schools Student Project on themes derived directly from the core "call-to-action" messages.
- The Board approved a more inclusive version of the Schools Outreach Program on November 5, 2019, which was not realized due to the COVID-10 pandemic but will resume in 2024.
- The Board expanded the program from the traditional "drawing only" or "writing only" format to a combination of media that encompasses the students' various talents – essay, poem, drawing, painting, collage, or 3D object. The new structure is as follows:
 - Students submit entries on one topic/prompt derived from one of the three core message subcategories –, Flush Right, HHW – in one of the following categories:
 - Category A: an essay or poem up to 250 words double-spaced, or
 - Category B: a drawing/painting/collage depicting the theme assigned, or
 - Category C: a 3D object to represent the theme
- Promote the program and celebrate the winners through newsletters, social media, and on the District website.
- Solid Waste Program Outreach to Businesses, Multi-families, and Schools: Continue to provide technical assistance, which includes: the right sizing of collection services, employee/tenant trainings, signage, and identification of waste reduction opportunities.
- Board recognition for community partners or individuals for doing the right thing.



MEASUREMENT

Reach and Engagement

- Establish dashboards to monitor and measure analytics for the website, monthly emails, and social media platforms
 - Review dashboards quarterly and, if necessary, adjust content/outreach according to engagement
 - Facebook: Measure page likes, like growth, organic and paid impressions, effective post formats, and engagement;
 - Twitter: Measure followers, follower growth, engagement, impressions, and effective post formats;
 - Monthly emails: Measure opened email rates, effectiveness of distribution times, link clicks, and content value;
 - Website: Track page views, which channel drives the most traffic and the most engaged traffic, new visitors, returning visitors, top visited pages, and engagement spikes mapped to outreach activities.
- Perform event analysis to summarize the value of plant tours and community events
 - Track the number of visitors and engagements (quantity and quality);
 - Summarize feedback received, if any.
- Perform Schools Student Project analysis to summarize the value
 - Track the number of posters, essays/writing, and 3D object entries;
 - Track the number of attendees at the awards ceremony/open house;
 - Summarize feedback received, if any.

Social Marketing Reach/Behavior Change

- Monitor the number of inquiries about the RecycleCoach app, and the fats, oils, and grease (FOG) campaign.
- Monitor the effectiveness of the container monitoring program continuously.

Awareness, Perception, and Satisfaction

Execute a Customer Satisfaction Survey every two years.