



**Executive Board Meeting
AGENDA**
Friday, September 21, 2018, 8:30 a.m. to 9:00 a.m.
EBMUD, 2nd Floor Large Training Room
375 11th Street, Oakland, CA

<u>Agenda Item</u>	<u>Time</u>	<u>Pages</u>
ROLL CALL AND INTRODUCTIONS	8:30 AM	
PUBLIC COMMENT	8:33 AM	
CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER	8:34 AM	
CONSENT CALENDAR 1 August 17, 2018, BACWA Executive Board Meeting Minutes 2 July 2018 Treasurer's Reports	8:35 AM	2-9 10-20
APPROVALS & AUTHORIZATIONS 3 <u>Approval</u> : California Indian Environmental Alliance Risk Reduction Agreement FY19-21 4 <u>Approval</u> : UC Merced Research on Biosolids in Soil Health & Climate Change Mitigation Agreement	8:36 AM	21-34 35-50
OTHER BUSINESS - POLICY/STRATEGIC 5 <u>Discussion</u> : Regional Water Board/BACWA Joint Meeting Debrief 8/23/18 6 <u>Discussion</u> : Pardee Technical Seminar Draft Program 9/21/18 7 <u>Discussion</u> : UC Berkeley Nutrient Research Results RESULTS	8:45 AM	51-53 54-55
REPORTS 8 Executive Director Report 9 Regulatory Program Manager Report	8:55 AM	56-64 65-66
10 SUGGESTIONS FOR FUTURE AGENDA ITEMS	8:58 AM	
NEXT MEETING The next regular meeting of the Board is scheduled for November 16, 2018 from 9:00 am to 12:30 pm at SFPUC, Hetch Hetchy Room, 13th Floor, 525 Golden Gate Ave., San Francisco, CA. The BACWA Technical Seminar is scheduled for October 25-26, 2018 at the EBMUD Pardee Facility.		
ADJOURNMENT	9:00 AM	

ROLL CALL AND INTRODUCTIONS

Executive Board Representatives: Lori Schectel (Central Contra Costa Sanitary District); Amit Mutsuddy (San Jose); Laura Pagano (SFPUC); Eileen White (East Bay Municipal Utility District); Jacqueline Zipkin (East Bay Dischargers Authority).

Other Attendees:

<u>Name</u>	<u>Agency/Company</u>
Alicia Chakrabarty	EBMUD
Allison Petsche	McGovern McDonald Engineers
Amanda Roa	Delta Diablo
Arvind Akela	SVCW
Bhavani Yerrapotu	Sunnyvale
Brian Henderson	SFPUC
Daniela Brandao	Representing San Mateo
Dave Richardson	RMC
David Senn	SFEI
Eric Dunlavey	San Jose
Greg Baatrup	Fairfield Suisun
Holly Kennedy	HDR
Jenny Pang	SFPUC
Manon Fisher	SFPUC
Nohemy Revilla	SFPUC
Patricia McGovern	McGovern McDonald Engineers
Ravi Krishnaiah	SFPIC
Sandeep Sathyamoorthy	Black & Veatch
Tom Hall	EOA, Inc.
Yu Yun Shang	EBMUD
David Williams	BACWA
Lorien Fono	BACWA
Sherry Hull	BACWA

PUBLIC COMMENT

None.

CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER – Item 6.b and Item 6.c was taken out of order. Item 12, Discussion: Biosolids Fire Restoration Project, was taken out of order before Item 4, Approval: Biosolids Fire Restoration WERF Project Contribution.

CONSENT CALENDAR

1. July 20, BACWA Executive Board Meeting Minutes – The approved minutes will be posted on the BACWA website.

2. June 2018 Treasurer’s Reports and Financial Summary – A Financial Summary Report was included in the Packet. A copy of the FY18 Budget as of June 30, 2018, (100% of the fiscal year) was included. It, along with the Summary, provides the Board with a concise overview of the Fund Balances and the current status of the Annual Budget and points out any variances in the budget to date. The Executive Director noted that the Funds Report includes a report on the Alternative Investments and, because those investments are less liquid than previous investments, a report on BACWA liquidity is also provided.

Consent Calendar items 1 and 2: A motion to approve was made by Jacqueline Zipkin and seconded by Eileen White. The motion was approved unanimously.

APPROVALS & AUTHORIZATIONS

3. Approval: BACWA Biennial Conflict of Interest Code Review – A Board Action Request, the BACWA Conflict of Interest Code, the BACWA Consultant Requirements, and the 2018 Biennial Notice from FPPC were included in the Packet. The Executive Director noted that there have been no material changes to the BACWA structure during the last two years and recommends no changes to the Code.

Item 3: A motion to approve was made by Laura Pagano and seconded by Eileen White. The motion was approved unanimously.

4. Approval: Biosolids Fire Restoration WRF Project Contribution – A Board Action Request and the WRF Unsolicited Research Program Preproposal were included in the Packet. CASA is requesting that BACWA contribute \$10,000 to match funds requested from WRF to study the use of biosolids to benefit fire ravaged lands. The Executive Director asked the BACWA Member requesting the approval to summarize the Proposal.

Item 4: A motion to approve was made by Eileen White and seconded by Laura Pagano. The motion was approved unanimously.

5. Approval: APA Risk Reduction Agreement FY19 – A Board Action Request, the Agreement and the APA Proposal, including a Scope of Work, Timeline and Budget, were included in the Packet. The ED/RPM gave an overview of the request. A second proposal is expected to be submitted by CIEA by the end of August, and that contract is expected to be approved at the September Executive Board meeting.

Item 5: A motion to approve was made by Jacqueline Zipkin and seconded by Eric Dunlavey. The motion was approved unanimously.

OTHER BUSINESS-POLICY/STRATEGIC

Agenda Item 6 – Discussion: Nutrients

- a. Regulatory
 - i. Nutrient Strategy Team Review – A Summary of Discussion at the NST Meeting with the Water Board on July 20, 2018, along with the Agenda for the August 17, 2018 meeting were included in the Packet. The Executive Director gave the Board an update noting that he will present additional information at the NST Meeting that follows.
 - ii. HDR Update—HDR provided an update on their preparations for the workshop at the Water Board on September 17, 2018, and status of the Brochure development. The presentation will be reviewed by the CMG during the September 14 conference call. The Executive Board also requested that they be given a preview prior to meeting with the Water Board. Individual appendices for the 2018 Group Annual Report are expected to be distributed to agencies for review by Labor Day.
- b. Technical Work -
 - i. Potential Funding of Nutrient-related SEP Projects – The Science Manager updated the Board on the program. The Board expressed concern with subembayment boundaries and the science manager indicated that studies will provide better data to determine boundaries, but that there may be different boundaries for different parameters of concern. There was a discussion about how a single agency may impact nutrient concentrations in multiple subembayments.
- c. Governance Structure –
 - i. Planning Subcommittee Meeting #33 Debrief – The Summary of the July 26, 2018 meeting was included in the Packet. A Board Member who attended the meeting gave an overview. The Science Manager noted that the high priority is DO in the margins, while deep water DO concentrations are a lower priority. There should be a long-term monitoring plan to track toxins, but spending should not go to new mechanistic models. The SFEI science team is working on a way to fund a statewide effort on investigating coastal impacts of nutrients, but Bay study resources should not shift to that. The Executive Board stressed the importance of better understanding the biogeochemistry of each subembayment to get a better understanding of their assimilative capacities, which may inform future load caps.

Agenda Item 7 - Discussion: Water Board Jt Mtg Draft Agenda 8/23/18 – A Draft Agenda for the meeting was included in the Packet. The Regulatory Program Manager gave an overview of the Agenda and asked for feedback from the Board. Several suggestions were made, and the agenda will be updated by removing the discussion about advancing funding to the NMS and

adding an item on State efforts to develop CEC monitoring recommendations.

Agenda Item 8 - Discussion: Draft Agenda Pre-Pardee Technical Seminar 9/21/18 – A Draft Program for the September 21, 2018 meeting, along with a Draft Program and list of confirmed attendees for the Pardee Seminar planned for October 25-26, 2018, were included in the Packet. The Executive Director gave an overview of the Pre-Pardee Program and asked the Board for feedback. It was suggested that a schedule for milestones related to the Chlorine Residual BPA work be added to the Program.

Agenda Item 9 – Discussion: Membrane Aerated Biofilm Reactor (MABR) Research – Sandeep Sathyamoorthy of Black & Veatch gave a presentation on the technology which has the potential to reduce capital expenditures by 20-30%. They are investigating linkages between COD/N ratios and COD loading on nitrogen removal, as well as how to best manage the biofilm to maximize nutrient removal. There is a [LINK](#) to the presentation.

Agenda Item 10 – Discussion: Contaminants of Emerging Concern Whitepaper – A Draft White Paper Outline was included in the Packet. The Regulatory Program Manager gave an overview noting the different parameters that will be used to determine representative POTWs for future CECs studies by the RMP.

Agenda Item 11 – Discussion: SSS WDR Incorporation into NPDES Permits – An email regarding Revised TO's for SASM and Tiburon was included in the Packet. The Executive Director gave an overview of the change in language pertaining to SSS WDR incorporation into NPDES permits between the original TOs and the revised TOs. The Board supported a request by a couple of BACWA members to ask the Water Board to further clarify that the State SSS WDR is not incorporated into the NPDES permit but is merely mentioned as a way of ensuring a properly functioning collection system.

Agenda Item 12 – Discussion: Biosolids Fire Restoration Project – This item was taken out of order prior to Item 4. The Executive Director introduced the BACWA Member making the request. The Member provided an overview of the proposal, led by CASA, to study the beneficial reuse of biosolids to amend soils in fire ravaged areas.

Agenda Item 13 – Discussion: Santa Clara Countywide Water Reuse Master Plan – An email invitation, a letter invitation, a roster of stakeholders, and a Board Member's notes from the meeting were included in the Packet. The Executive Director noted that a BACWA Member has volunteered to provide BACWA representation to the CWRMP. The Board concurred with the member serving as the BACWA representative on the master plan effort.

Agenda Item 14 – Discussion: SSS WDR CASA Redline – An Email, a [LINK](#) to the Final WDR Redline document and a [LINK](#) to the Final MRP Reline document, along with a list of other SSS WDR Issues for Discussion, were included in the Packet. The Regulatory Program Manager gave

an overview of the main issues that CASA's Collection Systems Workgroup is proposing for revision. CASA will submit comments to the State Water Board in early September. The Water Board plans to put out its own revisions in early 2019, and adoption of the revised SSS WDR is planned for the end of 2019. The BACWA Board supported the CASA redline.

Agenda Item 15 – Discussion: Annual BAAQMD Meeting Debrief – A copy of the August 6, 2018 Meeting Agenda was included in the Packet. The Executive Director asked for feedback from those who attended. There was a discussion about the importance of maintaining a consistent message when talking with regulators as well as balancing advocacy for improvements in the regulations with maintaining a good working relationship with the regulators. BACWA will internally discuss next steps for working strategically with the Air District on obtaining timely permits for construction and pilot projects.

Agenda Item 16 – Discussion: Air/Water Case Studies – Mr. Arvind Akela from SVCW gave a presentation on a SVCW Pilot Project, to be funded with CEC grant money, to extrude organic material from food waste for co-digestion. He related their frustration in the permitting process with the Air District and the delays that caused. SVCW was ultimately successful in obtaining a workable permit by meeting with Air District management. Nohemy Revilla from SFPUC, and Chair of the BACWA AIR Committee, noted SFPUC's concern that if there are new pollution control requirements following the changes to Rule 11-18, there could be construction and permitting delays for their CIP projects which can get very expensive.

Agenda Item 17 – Discussion: Toxicity Litigation Update – A email from Downey Brand was included in the Packet. The Executive Director gave an overview of the status. An RA Settlement Meeting is scheduled for September 11, 2018.

Agenda Item 18 – Discussion: Wetlands Workshop Debrief 8/14/18 – A list of discussion topics, a list of talking points, and a [LINK](#) to the Wetland Policies Update were included in the Packet. A Board Member suggested BACWA create a working group to develop comments which are due by September 14, 2018. Several agencies volunteered and the Regulatory Program Manager will notify other agencies of the opportunity to participate.

OTHER BUSINESS-OPERATIONAL

Agenda Item 19 – Discussion: Options for Supporting the Bay Area Biosolids Coalition – An email from BABC, their 2018 Guidance Budget and Dues Structure, along with an overview of how BACWA might provide services to BABC were included in the Packet. Due to time constraints this item will be moved to a future Agenda.

Agenda Item 20 – Discussion: Bay Area Climate Adaptation Network (BayCAN) Launch – An email regarding the BayCAN Launch was included in the Packet. A Board Member attended the

meeting and gave an overview. They are looking for members. The Executive Director will provide Board Members with information so that a decision can be made on whether to add BayCAN to the BACWA Collaborations list.

Agenda Item 21 - Discussion: Operations and Maintenance Committee Attendance – The results of an O&M Meeting Topics Survey were included in the Packet. The Regulatory Program Manager noted that the next meeting is August 29, 2018

Agenda Item 22 - Discussion: BACWA Bulletin - Member News Section – A [LINK](#) to the CASA Newsletter showing a Member News section was included in the Packet. Due to time constraints this item will be moved to a future Agenda.

Agenda Item 23 - Discussion: Recognition of Outstanding Regulators – Due to time constraints this item will be moved to a future Agenda.

Agenda Item 24 - Discussion: Second Representative for RMP Technical Review Committee – The Regulatory Program Manager gave an overview of the issue and noted that it appears that the vacant seat needs to be filled by the City of San Jose, which has its own seat on the Committee, and not by BACWA. The Board suggested that BACWA invite the RMP to a future BACWA meeting to discuss BACWA's participation in the RMP and interest in resource allocation.

Agenda Item 25 - Discussion: Possible Unintended Consequences of Conservation Workshop – A Draft Agenda of the Workshop, along with a [LINK](#) to a presentation on Unintended Consequences, and a [LINK](#) to a presentation on Connecting the Dots, were included in the Packet. It was suggested that the workshop include a roundtable discussion for those agencies impacted.

REPORTS

Agenda Item 26 – Committee Reports – BACWA Committee Reports were included in the Packet. A was included in the Packet.

AIR Committee: A [LINK](#) to the BAAQMD Conferences website was included in the Packet.

BAPPG Committee: A report from the August 1, 2018 meeting was included in the Packet.

Biosolids Committee: No meeting.

Collections Committee: A report from the August 2, 2018 meeting was included in the Packet.

InfoShare - Asset Management: No meeting.

InfoShare – Operations & Maintenance: No meeting.

Lab Committee: A report from the August 8, 2018 meeting was included in the Packet.

Permits Committee: A report from the August 7, 2018 meeting was included in the Packet.

Pretreatment Committee: No meeting.

Recycled Water Committee: A report from the July 17, 2018 meeting was included in the Packet.

Agenda **Item 27** - Discussion: Member Highlights - Executive Board Representatives (Board) were given an opportunity to provide updates from each of the Principal agencies. Non-principal members were also given an opportunity to report out on behalf of their agencies. No actions were taken on the report-outs.

EBDA: No report.

EBMUD: No report.

Central Contra Costa: No report.

San Francisco: No report.

San Jose: No report.

Delta Diablo: No report.

Sunnyvale: No report.

Fairfield Suisun: No report.

Agenda **Item 28** - The **Executive Director's (ED) Report** for July 2018, along with the Board Calendar, and BACWA Action Items, were included in the Packet. It was noted that 65 of 66 action items from FY18, and 11 of 13 action items from FY19 have been completed.

Agenda **Item 29** - The **Regulatory Program Manager (RPM) Report** for July 2018 was included in the Packet.

Agenda **Item 30 - Other BACWA Representative Reports** – BACWA Representative were given an opportunity to provide updates. No actions were taken based on the reports.

- a. RMP-TRC: Mary Lou Esparza – A Chart of Pesticides and Pathways was included in the Packet.
- b. RMP Steering Committee: Karin North; Leah Walker; Eric Dunlavey – No report
- c. Summit Partners: Dave Williams; Lori Schectel – No report.
- d. **ASC/SFEI:** Laura Pagano; Dave Williams; Amit Mutsuddy; Karin North – No report
- e. Nutrient Governance Steering Committee: Eric Dunlavey; Eileen White; Bhavani Yerrapotu; Lori Schectel – No report.
 - i. Nutrient Planning Subgroup: Eric Dunlavey
 - ii. NMS Technical Workgroup: Eric Dunlavey
- f. SWRCB Nutrient SAG: Dave Williams – No report.
- g. SWRCB Focus Group – Mercury Amendments to the State Plan: Tim Potter; Dave Williams; Laura Pagano – No report
- h. NACWA Taskforce on Dental Amalgam: Tim Potter – No report.
- i. BAIRWMP: Cheryl Munoz, Linda Hu, Dave Williams - No report.
- j. NACWA Emerging Contaminants: Karin North, Melody La Bella – No report
- k. CASA State Legislative Committee: Lori Schectel – No report.

- l. CASA Regulatory Workgroup – Lorien Fono - No report.
- m. ReNUWI: Jackie Zipkin; Karin North – No report.
- n. RMP Microplastics Liaison: Nirmela Arsem – No report.
- o. AWT Certification Committee: Maura Bonnarens – No report.
- p. Bay Area Regional Reliability Project: Eileen White– No report
- q. WateReuse Working Group: Cheryl Munoz – No report.
- r. San Francisco Estuary Partnership – Eileen White; Dave Williams – No report
- s. CPSC Policy Education Advisory Committee – Doug Dattawalker – No report.
- t. California Ocean Protection Council – Lorien Fono – No report.

Agenda Item 31 - SUGGESTIONS FOR FUTURE AGENDA ITEMS.

ANNOUNCEMENTS:

The next regular meeting of the Board is scheduled for **September 21, 2018 from 8:30 am – 9:00 am** at the **EBMUD Headquarters, 2nd Floor Large Training Room 375 1th Street, Oakland, CA. This is a shortened meeting due to the Pre-Pardee Seminar that begins at 9:00 am.**

The BACWA Chair noted that the SFPUC designate, Laura Pagano, is leaving the agency and that Brian Henderson will be the new designate from SFPUC. The Chair noted Laura’s long and distinguished history with BACWA and presented her with a service award.

To receive a copy of any materials provided to the Board at a BACWA Executive Board meeting contact Sherry Hull at shull@bacwa.org.

The meeting adjourned at 12:34 pm.



MONTHLY FINANCIAL SUMMARY REPORT July 2018

Fund Balances

In FY 19 BACWA has three operating funds (BACWA, Legal, and CBC) and two pass-through funds for which BACWA provides only contract administration services (WOT & Prop 84).

BACWA Fund: This fund provides the resources for BACWA staff, its committees, and other administrative needs. The ending fund balance on July 31, 2018 was \$1,198,855 which is significantly higher than the target reserve of \$160,000 which is intended to cover 3 months of normal operating expenses. \$555,016 of the ending fund balance is shown on the July Fund & Investments Balance Report as obligated to meet on-going operating line item expenses for BAPPG Committee Support, Legal services, IT services, Board meeting expenses, accounting services and BACWA staff support. As the details of what regulatory requirements will be included in the next Nutrient Watershed Permit, these excess funds may be transferred to the CBC fund and used to offset potential Nutrient Surcharge increases to the BACWA members.

CBC Fund: This fund provides the resources for completing special investigations as well as meeting regulatory requirements. The ending fund balance on July 31, 2018 was \$1,621,144 which is significantly higher than the target reserve of \$400,000. \$190,248 of the ending balance is obligated to meet line item expenses for completion of the Optimization/Upgrade Studies contract, the Chlorine Residual BPA work, and for technical support. This leaves an actual unobligated excess fund balance of \$1,430,896 as of July 31, 2018. Total Disbursements for FY19 from the CBC Fund include the Nutrient Voluntary Contribution of \$200,000. The Unobligated Fund Balance for July does not reflect the \$880,000 payment that will be made in accordance with the Nutrient Watershed Permit. As the details of what regulatory requirements will be included in the next Nutrient Watershed Permit, any excess CBC funds may be used to offset potential Nutrient Surcharge increases to the BACWA members.

Legal Fund: This fund provides for needed legal services. The ending balance was \$300,000 which is at the target reserve of \$300,000.

Budget To Actual

The BACWA Annual Budget includes all expected revenues as well as budgeted expenses. Transfers are made from the BACWA Fund and/or the CBC Fund to balance the Annual Budget if expenses exceed revenues and vice versa. It is therefore important to achieve the anticipated revenues and not exceed the budgeted expenses on an annual basis in order to maintain the BACWA and CBC Fund balances at the levels projected in the 5 Year Plan.

Revenues as of July, 2018 (8% of the FY) are at 2.77% due entirely to timing of invoices. The FY19 BACWA invoices were sent at the end of July 2018 and the end of August 2018.


Overall Expenses as of July 31, 2018 (8% of the FY) are at 12% due to the timing of the Nutrient Contributions.

No line items are either 10% over or under budget.



MONTHLY FINANCIAL SUMMARY REPORT
July 2018

NOTE: One Alternative Investment holding matured in May, 2018 in the amount of \$140,000. Another holding is expected to mature in October, 2018 in the amount of \$165,000. Based on information about interest rates and size of holdings obtained from the Investment division of EBMUD, staff recommends that the \$140,000 be kept in cash until October when the entire \$300,000 can be invested in a 3-year maturity.

A	B	C	D	E	F	G	H
1							
			8% of Budget				
2	BACWA FY19 BUDGET	Line Item Description	FY 2019 Budget	Actuals July 2018	Actual % of Budget July 2018	Variance	NOTES
3	REVENUES & FUNDING						
4	Dues	Principals' Contributions	\$496,837	\$0	0.00%	-\$496,837	FY19: 2% increase.
5		Associate & Affiliate Contributions	\$182,144	\$0	0.00%	-\$182,144	FY19: 2% increase. Assoc: \$8,090; Affiliate: \$1,600 (\$197 over budget)
6	Fees	Clean Bay Collaborative	\$675,000	\$0	0.00%	-\$675,000	Prin: \$450,000; Assoc/Affil: \$225,000
7		Nutrient Surcharge	\$800,000	\$0	0.00%	-\$800,000	Prin: \$533,335; Assoc/Affil: \$266,673
8		Voluntary Nutrient Contributions	\$0	\$0		\$0	
9	Other Receipts	AIR Non-Member	\$6,800	\$0	0.00%	-\$6,800	5% increase (Santa Rosa)
10		BAPPG Non-Members	\$3,800	\$0	0.00%	-\$3,800	2% increase (Sta Rosa, Sac Reg'l, Vacaville)
11		Other	\$0	\$50,000		\$50,000	Biosolids & Climate Change Research in Agricultural Soils Project
12	Fund Transfer	Special Program Admin Fees	\$5,000	\$0	0.00%	-\$5,000	FY19: BACWWE increase in FY19 , may include Prop 84 Admin Fees for FY16, FY17 and FY18 if closed out
13	Interest Income	LAIF	\$20,000	\$4,332	21.66%	-\$15,668	BACWA, Legal, & CBC Funds invested in LAIF
14		Higher Yield Investments	\$9,000	\$6,497	72.19%	-\$2,503	Alternative Investment Interest (Legal & CBC Funds invested in AltInv)
15		Total Revenue	\$2,198,581	\$60,829	2.77%	-\$2,137,752	
16							
17	BACWA FY18 BUDGET	Line Item Description					NOTES
18	EXPENSES						
19	Labor						
20		Executive Director	\$201,682	\$16,807	8.33%	-\$184,875	2.9% CPI (SF/Oakland/San Jose Metro Area Dec 2017)
21		Assistant Executive Director	\$90,526	\$8,524	9.42%	-\$82,002	2.9% CPI (SF/Oakland/San Jose Metro Area Dec 2017)
22		Regulatory Program Manager	\$119,815	\$7,141	5.96%	-\$112,674	2.9% CPI (SF/Oakland/San Jose Metro Area Dec 2017)
23		Total	\$412,023	\$32,472	7.88%	-\$379,551	
24							
25	Administration						
26		EBMUD Financial Services	\$40,800	\$0	0.00%	-\$40,800	2% increase
27		Auditing Services (Maze)	\$6,426	-\$4,430	-68.94%	-\$10,856	FY19: \$6,300 Accrued from FY18 to FY19, less \$1,870 paid for FY18 in July 2018. New Agrmt with Maze in FY19
28		Administrative Expenses	\$7,650	\$84	1.10%	-\$7,566	Travel, Supplies, Parking, Mileage, Tolls, Misc.
29		Insurance	\$4,590	\$0	0.00%	-\$4,590	2% increase
30		Total	\$59,466	-\$4,346	-7.31%	-\$63,812	
31							
32	Meetings						
33		EB Meetings	\$2,550	\$134	5.25%	-\$2,416	2% increase. Catering, Venue, other expenses
34		Annual Meeting	\$10,200	\$500	4.90%	-\$9,700	2% increase. Catering, Venue, other expenses. (Deposit to hold venue + deposit to hold caterer)
35		Pardee	\$6,120	\$0	0.00%	-\$6,120	2% increase. Catering, Venue, other expenses
36		Misc. Meetings	\$5,100	\$520	10.20%	-\$4,580	2% increase. Holiday & Committee Chair Lunch, Staff Mtgs, Finance Comm, Summit Partners, CASA, NACWA Tech WS
37		Total	\$23,970	\$1,154	4.81%	-\$22,816	
38							
39	Communication						
40		Website Hosting (Computer Courage)	\$600	\$600	100%	\$0	No increase predicted
41		File Storage (Box.net)	\$750	\$0	0%	-\$750	
42		Website Development/Maintenance	\$1,500	\$0	0%	-\$1,500	Domains, website changes (will be over budget by about \$800 in FY18)
43		IT Support (As Needed)	\$2,600	\$0	0%	-\$2,600	
44		Other Commun (MS, SM, Backup, PollEv)	\$1,500	\$59	4%	-\$1,441	MS Exchange, Survey Monkey, CrashPlanPro, Carbonite, PollEv
45		Total	\$6,950	\$659	9.48%	-\$6,291	

FY 2019
BACWA BUDGET

	A	B	C	D	E	F	G	H
18	EXPENSES							
47	Legal							
48		Regulatory Support	\$2,601	\$0	0%	-\$2,601	2% increase	
49		Executive Board Support	\$2,091	\$0	0%	-\$2,091	2% increase	
50		Total	\$4,692	\$0	0.00%	-\$4,692		
52	Committees							
53		AIR	\$51,000	\$0	0%	-\$51,000	Lunches included in budget but not in Carollo agreement	
54		BAPPG	\$100,000	\$11,955	12%	-\$88,045	Includes CPSC @ \$10,000 and Pest. Reg Spt. @ \$15,000	
55		Biosolids Committee	\$3,100	\$0	0%	-\$3,100	Includes WEF Conf	
56		Collections System	\$1,000	\$0	0%	-\$1,000		
57		InfoShare Groups	\$1,200	\$0	0%	-\$1,200	Funds for 2 workgroups (Asset Mgmt & O&M)	
58		Laboratory Committee	\$6,100	\$0	0%	-\$6,100	Includes Tech Conf. & training funds	
59		Permits Committee	\$1,000	\$182	18%	-\$818		
60		Pretreatment	\$7,500	\$0	0%	-\$7,500	Request for training funds & Factsheet not expended in FY18	
61		Recycled Water Committee	\$1,000	\$0	0%	-\$1,000		
62		Misc Committee Support	\$45,000	\$0	0%	-\$45,000		
63		Manager's Roundtable	\$1,000	\$0	0%	-\$1,000	New line item in FY18	
64		Total	\$217,900	\$12,137	5.57%	-\$205,763		
66	Collaboratives							
67		Collaboratives						
68		State of the Estuary (SFEP-biennial)	\$20,000	\$0	0%	-\$20,000	Biennial in Odd Fiscal Years. (Paid biennially in odd years for even year conference)	
69		Arleen Navarret Award	\$0	\$0		\$0	Biennial in Even Fiscal Years	
70		FWQC (Fred Andes)	\$7,500	\$0	0%	-\$7,500	Dues unchanged in FY19	
71		Stanford ERC (ReNUWit)	\$10,000	\$0	0%	-\$10,000		
72		Misc	\$5,000	\$0	0%	-\$5,000		
73		Total	\$42,500	\$0	0.00%	-\$42,500		
75	Other							
76		Unbudgeted Items						
77		Other	\$0	\$0		\$0	Misc Expense Items Not Budgeted (Placeholder for Actuals)	
78			\$0	\$0	0.00%	\$0		
80	Tech Support							
81		Technical Support						
82		Nutrients						
83		Watershed	\$880,000	\$0	0%	-\$880,000		
84		NMS Voluntary Contributions	\$200,000	\$200,000	100%	\$0	\$200,000 add'l funds approved by Board August 2017	
85		Additional work under permit	\$100,000	\$0	0%	-\$100,000	Increased at Board's request (LimnoTech, HDR add'l SOW in FY19)	
86		Opt/Upgrade/Annual Reporting Studies	\$25,000	\$0	0%	-\$25,000	FY19: Balance remaining on agreement at end of FY18 (Actual \$25,652.20)	
87		Member Voluntary Nutrient Contributions	\$0	\$0		\$0		
88		Nutrient Workshop(s)	\$20,000	\$0	0%	-\$20,000	Pilot Studies/Plant Review/Innovative Technologies	
89		General Tech Support	\$51,000	\$0	0%	-\$51,000	2% increase. EOA ChlResidBPA continues into FY19	
90		Risk Reduction	\$10,000	\$0	0%	-\$10,000	\$50,000 over 5 years (FY19-FY23)	
91		Total	\$1,286,000	\$200,000	15.55%	-\$1,086,000		
93		TOTAL EXPENSES	\$2,053,501	\$242,076	11.79%	-\$1,811,425		
95		NET INCOME BEFORE TRANSFERS	\$145,080					
96		TRANSFERS FROM RESERVES	\$0					
97		NET INCOME AFTER TRANSFERS	\$145,080					

ON BACWA LIQUIDITY THRESHHOLD

	FY19											FY20	BUDGET
	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Totals FY19</u>
BEGINNING UNOBLIGATED FUND BALANCE	\$3,301,245	\$3,771,648	\$3,162,051	\$3,632,455	\$4,102,858	\$4,024,991	\$3,947,124	\$3,869,257	\$3,791,390	\$3,713,523	\$3,635,656	\$3,557,789	
Average Monthly Revenues	\$548,270	\$548,270	\$548,271	\$548,270	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,198,581
Average Monthly Expenditures (Less Large one time Expenses)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	(\$77,867)	\$973,501
Less Large Expenditures	\$0	(\$1,080,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$200,000)	
NET AVAILABLE FOR INVESTMENT	\$3,771,648	\$3,162,051	\$3,632,455	\$4,102,858	\$4,024,991	\$3,947,124	\$3,869,257	\$3,791,390	\$3,713,523	\$3,635,656	\$3,557,789	\$3,279,922	
NEW INVESTMENTS													
Higher Yield (non-liquid)	(\$905,000)	(\$905,000)	(\$905,000)	(\$905,000)	(\$905,000)	(\$905,000)	(\$905,000)	(\$905,000)	(\$905,000)	(\$765,000)	(\$765,000)	(\$765,000)	
MATURITIES/Called													
Higher Yield (non-liquid)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$140,000	\$140,000	\$140,000	
AVAILABLE LIQUID FUNDS	\$2,866,648	\$2,257,051	\$2,727,455	\$3,197,858	\$3,119,991	\$3,042,124	\$2,964,257	\$2,886,390	\$2,808,523	\$3,010,656	\$2,932,789	\$2,654,922	
TARGET AVAILABLE LIQUID FUNDS	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	\$1,500,000 ok	



Bay Area Clean Water Agencies

A Joint Powers Public Agency

Leading the Way to Protect our Bay

September 7, 2018

MEMO TO: Bay Area Clean Water Agencies Executive Board
MEMO FROM: D. Scott Klein, Controller, East Bay Municipal Utility District
SUBJECT: First Month FY 2019 Treasurer's Report

As required by section eight of the Joint Powers Agreement establishing the Bay Area Clean Water Agencies (BACWA) and California Government Code Sections 6500 et seq., attached is the BACWA Treasurer's Report for the period covering **July 1, 2018 through July 31, 2018** (one month of Fiscal Year 2019). This report covers expenditures, cash receipts, and cash transfers for the following BACWA funds:

- Bay Area Clean Water Agencies (BACWA),
- BACWA Legal Reserve Fund (Legal Rsrv),
- Water Quality Attainment Strategy (WQA CBC),
- Water/Wastewater Operator Training (WOT),
- Prop84 Bay Area Integrated Regional Water Mgmt (PRP84)

BACWA Fund Report as of July 31, 2018

BACWA FUND BALANCES - DATA PROVIDED BY ACCOUNTING DEPT.							
DEPTID	DESCRIPTION	FISCAL YEAR BEGINNING FUND BALANCE	TOTAL RECEIPTS TO-DATE	TOTAL DISBURSEMENTS TO-DATE	MONTH-ENDING FUND BALANCE	OUTSTANDING ENCUMBRANCES	MONTH-END UNOBLIGATED FUND BALANCE
800	BACWA	1,186,598	54,332	42,075	1,198,855	555,016	643,838
804	LEGAL RSRV	300,000	-	-	300,000	-	300,000
805	CBC	1,814,647	6,497	200,000	1,621,144	190,248	1,430,896
	SUBTOTAL 1	3,301,245	60,829	242,075	3,119,999	745,264	2,374,735
810	WOT	208,214	-	-	208,214	-	208,214
	SUBTOTAL 2	208,214	-	-	208,214	-	208,214
811	PRP84	117,907	-	-	117,907	-	117,907
	SUBTOTAL 3	117,907	-	-	117,907	-	117,907
	GRAND TOTAL	3,627,367	60,829	242,075	3,446,120	745,264	2,700,856

Top Chart: Reflects CASH on the Books Includes Encumbrances
Bottom Chart: Reflects CASH in the Bank Includes Payables (bills received but not paid)
Allocations: Priority for non-liquid investments

BACWA INVESTMENTS BALANCES - DATA PROVIDED BY TREASURY DEPT.													
DEPTID	DESCRIPTION	FISCAL YEAR BEGINNING FUND BALANCE	TOTAL RECEIPTS TO-DATE	TOTAL DISBURSEMENTS TO-DATE	MONTH-ENDING FUND BALANCE	RECONCILIATION TO FINANCIAL STATEMENTS	MONTH-END RECONCILED FUND BALANCE	UNINVESTED CASH BALANCES	LAIF INVESTMENTS AMOUNTS	LAIF INVESTMENTS PERCENTAGE	ALTERNATIVE INVESTMENTS AMOUNTS	ALTERNATIVE INVESTMENTS IDENTIFIERS	ALTERNATIVE INVESTMENT INSTRUCTIONS AND NOTES
800	BACWA	1,186,598	54,332	42,075	1,198,855	34,260	1,233,114	126,659	1,106,456	49%	-	n/a	priority # 3 for allocation
804	LEGAL RSRV	300,000	-	-	300,000	-	300,000	-	-	0%	300,000	AR5	priority # 1 for allocation
805	CBC	1,814,647	6,497	200,000	1,621,144	-	1,621,144	-	1,156,144	51%	465,000	G64, ME2	priority # 2 for allocation
	SUBTOTAL 1	3,301,245	60,829	242,075	3,119,999	34,260	3,154,259	126,659	2,262,600	100%	765,000		
810	WOT	208,214	-	-	208,214	-	208,214	208,214	-	0%	-		pass-through funds, no allocation
	SUBTOTAL 2	208,214	-	-	208,214	-	208,214	208,214	-	0%	-		
811	PRP84	117,907	-	-	117,907	-	117,907	117,907	-	0%	-		pass-through funds, no allocation
815	PRP50	-	-	-	-	-	-	-	-	0%	-		pass-through funds, no allocation
	SUBTOTAL 3	117,907	-	-	117,907	-	117,907	117,907	-	0%	-		
	GRAND TOTAL	3,627,367	60,829	242,075	3,446,120	34,260	3,480,379	452,779	2,262,600		765,000		

Reconciliation to Trial Balance - accrual basis

Per Report above:

General	60,829
WOT	-
PROP	-
subtotal	60,829

Billings-Pending Receipts

4686	Mem Contrib	964,835
4687	Transfer	-
4690	Assoc Contrib	-
4696	Other	483,335
4731	State Grant	-
4732	Grant Retention	-
subtotal		1,448,170

Trial Balance Revenue Accounts

4411	Interest	(10,829)
4686	Mem Contrib	(964,835)
4687	Transfer	-
4690	Assoc Contrib	-
4696	Other	(533,335)
4731	State Grant	-
4732	Grant Retention	-
subtotal		(1,508,999)
Difference		-

BACWA Revenue Report as of July 31, 2018

FUND #	DEPARTMENT	JOB	REVENUE TYPE	AMENDED BUDGET	CURRENT PERIOD			YEAR TO DATE				UNOBLIGATED
					Admin & General	Contributons	Interest, Transfers, Others	Admin & General	Contributons	Interest, Transfers, Others	ACTUAL	
800	BACWA	1011099	BDO Member Contributions	496,837	-	-	-	-	-	-	-	496,837
800	BACWA	1011108	BDO Other Receipts	-	-	-	-	-	-	-	-	-
800	BACWA	1011109	BDO Fund Transfers	5,000	-	-	-	-	-	-	-	5,000
800	BACWA	1011117	BDO- Interest Income from LAIF	20,000	-	-	4,332	-	-	4,332	4,332	15,668
800	BACWA	1011133	BDO Assoc.&Affiliate Contr	182,144	-	-	-	-	-	-	-	182,144
800	BACWA	1014251	BDO Non-Member Contr BAPPG	3,800	-	-	-	-	-	-	-	3,800
800	BACWA	1014252	BDO Non-Member Contr AIR	6,800	-	-	-	-	-	-	-	6,800
800	BACWA	1014511	BDO-Alternative Investment Inc	9,000	-	-	-	-	-	-	-	9,000
800	BACWA	1015005	Biosolids&ClimateRsch-Otr Rcpts	-	-	50,000	-	-	50,000	-	50,000	(50,000)
BACWA TOTAL				723,581	-	50,000	4,332	-	50,000	4,332	54,332	669,249
805	WQA-CBC	1011099	BDO Member Contributions	675,000	-	-	-	-	-	-	-	675,000
805	WQA-CBC	1011108	BDO Other Receipts	800,000	-	-	-	-	-	-	-	800,000
805	WQA-CBC	1011117	BDO- Interest Income from LAIF	-	-	-	6,497	-	-	6,497	6,497	(6,497)
805	WQA-CBC	1014528	BDO-Voluntary Nutrient Contrib	-	-	-	-	-	-	-	-	-
WQA CBC TOTAL				1,475,000	-	-	6,497	-	-	6,497	6,497	1,468,503
TOTAL				2,198,581	-	50,000	10,829	-	50,000	10,829	60,829	2,137,752

	DEPARTMENT	JOB	REVENUE TYPE	AMENDED BUDGET	CURRENT PERIOD			YEAR TO DATE				UNOBLIGATED
					Admin & General	Contributons	Interest, Transfers, Others	Admin & General	Contributons	Interest, Transfers, Others	ACTUAL	
810	WOT	1011099	BDO Member Contributions	-	-	-	-	-	-	-	-	-
810	WOT	1011108	BDO Other Receipts	-	-	-	-	-	-	-	-	-
810	WOT	1011117	BDO- Interest Income from LAIF	-	-	-	-	-	-	-	-	-
WOT TOTAL				-	-	-	-	-	-	-	-	-

	DEPARTMENT	JOB	REVENUE TYPE	AMENDED BUDGET	CURRENT PERIOD			YEAR TO DATE				UNOBLIGATED
					Admin & General	Contributons	Interest, Transfers, Others	Admin & General	Contributons	Interest, Transfers, Others	ACTUAL	
811	PROP 84			-	-	-	-	-	-	-	-	-
PROP TOTAL				-	-	-	-	-	-	-	-	-

Grand Total				2,198,581	-	50,000	10,829	-	50,000	10,829	60,829	2,137,752
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BACWA Expense Detail Report as of July 31, 2018

EXPENSE TYPE	JOB	AMENDED BUDGET	CURRENT PERIOD				YEAR TO DATE				OBLIGATED	UNOBLIGATED
			ENC	PV	DA	JV	ENC	PV	DA	JV		
LABOR												
AS-Executive Director	1011123	201,682	184,875	16,807	-	-	184,875	16,807	-	-	201,682	-
AS-Assistant Executive Directo	1011124	90,526	82,002	8,524	-	-	82,002	8,524	-	-	90,526	-
AS-Regulatory Program Manager	1011149	119,815	112,674	7,141	-	-	112,674	7,141	-	-	119,815	-
ADMINISTRATION												
AS-EBMUD Financial Services	1011125	40,800	40,800	-	-	-	40,800	-	-	-	40,800	-
AS-Audit Services	1014512	6,426	-	1,870	-	(6,300)	-	1,870	-	(6,300)	(4,430)	10,856
AS-BACWA Admin Expense	1011118	7,650	-	-	84	-	-	-	84	-	84	7,566
AS-Insurance	1011126	4,590	-	-	-	-	-	-	-	-	-	4,590
MEETINGS												
GBS-Meeting Support-Exec Bd	1014513	2,550	2,416	134	-	-	2,416	134	-	-	2,550	-
GBS-Meeting Support-Annual	1014514	10,200	-	-	500	-	-	-	500	-	500	9,700
GBS-Meeting Support-Pardee	1014515	6,120	-	-	-	-	-	-	-	-	-	6,120
GBS-Meeting Support-Misc	1014516	5,100	-	-	520	-	-	-	520	-	520	4,580
GBS- Meeting Support	1011122	-	-	-	-	-	-	-	-	-	-	-
COMMUNICATION												
CAR-BACWA Website Hosting	1014517	750	-	-	600	-	-	-	600	-	600	150
CAR-BACWA File Storage	1014518	1,500	-	-	-	-	-	-	-	-	-	1,500
CAR-BACWA IT Support	1014519	2,600	2,600	-	-	-	2,600	-	-	-	2,600	-
CAR-BACWA IT Software	1014520	1,500	-	-	59	-	-	-	59	-	59	1,441
CAR-BACWA Website Dev/Maint	1011116	600	-	-	-	-	-	-	-	-	-	600
LEGAL												
LS-Regulatory Support	1011107	2,601	2,601	-	-	-	2,601	-	-	-	2,601	-
LS-Executive Board Support	1011110	2,091	2,091	-	-	-	2,091	-	-	-	2,091	-
COMMITTEES												
AIR-Air Issues&Regulation Grp	1014253	51,000	50,000	-	-	-	50,000	-	-	-	50,000	1,000
BC-BAPPG	1011147	100,000	74,957	1,043	10,912	-	74,957	1,043	10,912	-	86,912	13,088
BC-Biosolids Committee	1011101	3,100	-	-	-	-	-	-	-	-	-	3,100
BC-Collections System	1011097	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-InfoShare Groups	1011102	1,200	-	-	-	-	-	-	-	-	-	1,200
BC-Laboratory Committee	1011103	6,100	-	-	-	-	-	-	-	-	-	6,100
BC-Permit Committee	1011098	1,000	-	-	182	-	-	-	182	-	182	818
BC-Pretreatment Committee	1011146	7,500	-	-	-	-	-	-	-	-	-	7,500
BC-Water Recycling Committee	1011100	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-Managers Roundtable	1014444	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-Miscellaneous Committee Sup	1011104	45,000	-	-	-	-	-	-	-	-	-	45,000
COLLABORATIVES												
CAS-Arleen Navaret Award	1012201	-	-	-	-	-	-	-	-	-	-	-
CAS-FWQC	1012202	7,500	-	-	-	-	-	-	-	-	-	7,500
CAS-Stanford ERC	1011969	10,000	-	-	-	-	-	-	-	-	-	10,000
CAS-CWCCG	1011148	-	-	-	-	-	-	-	-	-	-	-
CAS-PSSEP	1011112	20,000	-	-	-	-	-	-	-	-	-	20,000
CAS-Misc Collaborative Sup	1014521	5,000	-	-	-	-	-	-	-	-	-	5,000
BDO-Contract Expenses (PHARM)												
BDO-Contract Expenses (PHARM)	1014551	-	-	-	-	-	-	-	-	-	-	-
BACWA TOTAL		767,501	555,016	35,519	12,857	(6,300)	555,016	35,519	12,856	(6,300)	597,092	170,409
TECH SUPPORT												
WQA-CE Addl Work Under Permit	1014254	100,000	86,410	-	-	-	86,410	-	-	-	86,410	13,590
WQA-CE-Technical Support	1011127	51,000	78,186	-	-	-	78,186	-	-	-	78,186	(27,186)
WQA-CE CASA Chem of Concern	1011128	-	-	-	-	-	-	-	-	-	-	-
WQA-CE Opt-Upgrade Studies	1014255	25,000	25,652	-	-	-	25,652	-	-	-	25,652	(652)
WQA-CE Risk Reduction	1014023	10,000	-	-	-	-	-	-	-	-	-	10,000
WQA-CE-Nutrient WS Permit Comm	1014021	880,000	-	-	-	-	-	-	-	-	-	880,000
WQA-CE-Program Mgmt	1011131	-	-	-	-	-	-	-	-	-	-	-
WQA-CE Voluntary Nutr Contrib	1014529	200,000	-	-	200,000	-	-	-	200,000	-	200,000	-
Member Voluntary Nutrient Cont	1015014	-	-	-	-	-	-	-	-	-	-	-
Nutrient Workshops	1015015	20,000	-	-	-	-	-	-	-	-	-	20,000
TECH SUPPORT (CBC) TOTAL		1,266,000	190,248	-	200,000	-	190,248	-	200,000	-	390,248	875,752
GRAND TOTAL		2,033,501	745,264	35,519	212,857	(6,300)	745,264	35,519	212,856	(6,300)	987,340	1,046,161
							TOTAL	242,075				
WOT												
Administrative Support	1011142	-	-	-	-	-	-	-	-	-	-	-
BDO Contract Expenses	1011143	-	-	-	-	-	-	-	-	-	-	-
Page 18 of 66												
GRAND TOTAL (BDO, CBC, WOT)		2,033,501	745,264	35,519	212,857	(6,300)	745,264	35,519	212,856	(6,300)	987,340	1,046,161

Proposition 84 Revenue Report as of July 31, 2018

DEPTID	DEPARTMENT	JOB	REVENUE TYPE	AMENDED BUDGET	CURRENT PERIOD			YEAR TO DATE				UNOBLIGATED
					Admin & General	Contributons	Interest, Transfers, Ot hers	Admin & General	Contributons	Interest, Transfers, O thers	ACTUAL	
811	Prop84BayAreaIntegRegnlWtrMgmt	1011117	BDO- Interest Income from LAIF	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1011142	Administrative Support	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1011691	Water Efficient Landscape Reba	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1011705	Regional Green Infrastructure	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1011706	Hacienda Ave Green St Improvem	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1011707	WQ Improve Flood Mgmt & EP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1011911	Stream Restoration w/Schools i	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012209	Water Efficient LRP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012210	Bay Friendly Landscape TP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012211	Weather Based Irrigation Cntrl	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012212	High Efficiency Toilet & UR	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012213	High Efficiency Toilet & UI	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012214	High Efficiency Clothes Washrs	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012215	Napa Co. Rainwater HP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012216	Conservation Program Admin	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012218	Stream Restoration in North BD	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012219	Flood Infrastructure Mapping T	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012220	Stormwater Improvements & PBP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012221	Richmond Shoreline & San PFP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012222	Pescadero Integrated FRAH	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012223	Restoration Guidance, San FC	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012224	SF Estuary Steelhead MP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012225	Watershed Program Admnstrtn	-	-	-	-	-	-	-	-	-
PROP 84 TOTAL				-	-	-	-	-	-	-	-	-

Proposition 84 Expense Detail Report for July 2018

DEPTID	DEPARTMENT	EXPENSE TYPE	AMENDED BUDGET	CURRENT PERIOD				YEAR TO DATE				OBLIGATED	UNOBLIGATED
				ENC	PV	DA	JV	ENC	PV	DA	JV		
811	Prop84BayAreaIntegRegnlWtrMgmt	BDO Fund Transfers	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Administrative Support	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	BDO Contract Expenses	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Regional Green Infrastructure	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Hacienda Ave Green St Improvem	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Water Efficient LRP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Bay Friendly Landscape TP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Weather Based Irrigation Cntrl	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	High Efficiency Toilet & UR	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	High Efficiency Toilet & UI	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	High Efficiency Clothes Washrs	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Napa Co. Rainwater HP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Conservation Program Admin	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Flood Infrastructure Mapping T	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Stormwater Improvements & PBP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Richmond Shoreline & San PFP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Pescadero Integrated FRAH	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Restoration Guidance, San FC	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	SF Estuary Steelhead MP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Stream Restoration in North BD	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Watershed Program Admnstrtn	-	-	-	-	-	-	-	-	-	-	-
PRP84 TOTAL			-	-	-	-	-	-	-	-	-	-	-



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 3
FILE NO.: 19-20
MEETING DATE: September 21, 2018

TITLE: Request for BACWA Executive Board to Approve an Agreement with the California Indian Environmental Alliance for FY19, FY20, and FY21

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Approve an agreement with the California Indian Environmental Alliance (CIEA) in FY2019 through FY2021 to provide work to satisfy the Risk Reduction requirement in the 2017 Mercury and PCB Watershed Permit.

SUMMARY

BACWA members are permitted under the Regional Water Quality Control Board's Watershed Permit governing discharge of mercury and PCBs to the San Francisco Bay (https://www.waterboards.ca.gov/sanfranciscobay/board_info/agendas/2017/November/5b_final_to.pdf). Per the Watershed Permit: *"Each Discharger shall continue to implement and participate in programs to reduce mercury and PCBs-related risks to humans from consumption of San Francisco Bay and Sacramento-San Joaquin River Delta fish. This requirement may be satisfied by a combination of related efforts through the Regional Monitoring Program or other similar collaborative efforts. Each Discharger shall describe the progress of its efforts in its Annual Self-Monitoring Report. Alternatively, the Bay Area Clean Water Agencies (BACWA) may fulfill the annual reporting requirement by providing a summary of annual risk reduction program efforts for agencies that choose to participate through BACWA."*

BACWA is providing a grant program of \$50,000 to cover the risk reduction requirement in this permit term, which extends from January 2018 through December 2022. The intention is to provide \$25,000 each to two Community-Based Organizations (CBOs). In early 2018 BACWA issued a request for proposal (RFP) to each of the two CBOs that BACWA had previously selected in a competitive process to receive grant funding during the term of the 2012 Mercury and PCB Watershed Permit. The CBOs were APA Family Support Services (APA) and CIEA, who have both submitted satisfactory proposals that meet the requirements laid out in BACWA's RFP. BACWA's Executive Board approved a contract with APA at its August 17, 2018 meeting.

The contract with CIEA includes payment of two lump sums covering a two year period. The first will be remitted following a mid-point progress summary in late 2019. The second will be remitted upon the completion of work in late 2020. The Scope of Work includes presentations to both the BACWA Executive Board, and Regional Water Board staff.

FISCAL IMPACT

The BACWA FY19 Budget includes \$10,000 for Risk Reduction based on an expected expenditure of \$50,000 over five years. The current plan is to expend the full \$50,000 over three

fiscal years with approximately \$12,500 to be expended in FY19 to APA. CIEA will not submit an invoice for their first lump sum payment until FY20. The funds will be paid from the Technical Support – Risk Reduction line item in the BACWA Budget and the program will be managed and tracked by the Regulatory Program Manager.

ALTERNATIVES

Do not award the grant to CIEA, and issue an open Requests for Proposals so another CBO can be selected to perform the risk reduction work required by the Mercury and PCB Watershed Permit. This alternative is not recommended, since BACWA was satisfied by the work performed by APA in the previous permit term, and elected to sole source the grant this permit term to reduce the staff time spent on the effort. CIEA has submitted a satisfactory proposal and is expected to continue to provide the services needed for BACWA to fulfill its commitments under the Watershed Permit.

Attachments:

CIEA Proposal, including SOW, Timeline and Budget
CIEA Agreement

Approved: _____
Lori Schectel
Chair, BACWA Executive Board

Date: September 21, 2018

1. BACWA Mercury / PCB Watershed Permit Risk Reduction Compliance

Date: August 31, 2018

Organization:

Proposal from California Indian Environmental Alliance

Physical Address: 6323 Fairmount Ave., Suite # B, El Cerrito, CA 94530

Mailing Address: PO Box 2128, Berkeley, CA 94702

(510) 848-2043

www.cieaweb.org

Contacts: Sherri Norris, Executive Director

Timeline: October 2018 – October 2020

Amount of Proposal: \$25,000

Project Title: “Eating Fish Safely” Tribal Exposure Reduction in the SF Bay Area

Project Summary: The goal of the “Eating Fish Safely” program is 1) to Promote awareness and understanding of fish consumption advisories, contamination issues and health risks and benefits of eating San Francisco Bay fish, and 2) to Reduce human exposure to mercury and PCBs from eating San Francisco Bay Fish.

We will outreach directly to moderate-to-high consumers, consumers of highly contaminated species and sensitive populations including children, women who are pregnant or nursing, and those who are of child-bearing age and therefore may become pregnant. Our primary target will be consumers of fish from the San Francisco Bay as well as their families and friends who consume their catch.

We intend to gather fish consumption surveys to advise BACWA and local agencies on which species families in the bay are consuming and provide Tribal and low-income families with local fish consumption advisories on mercury and PCBs and advise them on ways to continue to eat fish from the Bay Area by avoiding those highest in mercury. We will have direct communication with family members at community events, workshops and direct trainings for Native American Programs and clinics serving low income and program will directly reach to Tribal families with family members who are most at risk including Bay Area Tribes, Tribal communities, families, Tribal organizations and Non-Tribal health organizations who serve Tribal and low-income families of the nine counties of the San Francisco Bay Area focused on The Central Bay east of the Golden Gate Bridge, including San Leandro Bay; the South Bay; and the North Bay including Richardson Bay, San Rafael Bay, San Pablo Bay, the Carquinez Strait, Suisun Bay, Grizzly Bay and Honker Bay.

2. Description of Organization and Qualification

The California Indian Environmental Alliance (CIEA) was formed in September 2006 at the request of California Tribal members and leaders to specifically address mercury toxins through the formation of a California Tribal organization to share mercury environmental health information so that families could avoid mercury and PCBs in fish, and to build Tribal capacity to create strategies for cleanup of mercury contaminated sites. In 2003 California activists, elders and Tribal members recognized that pregnant moms did not know that eating fish with mercury could lead to permanent learning disabilities for their children. Tribal leaders and community members asked us to inform the Indian Health Clinics and communities. We were formed to provide that information so that California Indian Families could make informed choices to protect their families from toxins in California Fish.

Since before we were formed, as early as 2003 CIEA staff have consistently distributed information about mercury in California Waters and have been holding Tribal strategy meetings to address this toxin and we have administered fish consumption surveys in the San Francisco Bay, the upper Klamath River, Mendocino, Sonoma and Lake Counties.

Sherri Norris, CIEA's Executive Director will provide oversight, trainings and guidance. Sherri has twelve years of experience working as a Tribal health and environmental advocate at the local level and at international fora and has given hundreds of presentations and trainings on the cycle and health effects of mercury on environmental health, exposure-reduction strategies, solution development and opportunities for advocacy related to mining issues in California. She has trained hundreds of individuals who are Tribal environmental staff, community members and health care providers on how to conduct fish consumption surveys and provide community members with safer fish consumption advice using the local OEHHA/CDPH advisories.

JoAnne Lee will provide fish consumption surveys at community events and provide advice using the local fish advisories. She was the Executive Director of the Native American Recruitment and Retention Center at the University of California Berkeley where she was the face of the organization. She would contact local and statewide Native American organizations, Schools (K-12) and Colleges to hold panels about the importance of education for Native and Indigenous people. JoAnne has extensive experience in advocacy and education, event tabling. She has organized community events with 50-100 attendees to educate people on the many issues that face Native American people.

Alex Tavizon will coordinate and schedule meetings and trainings, and administer the fish consumption surveys. He has experience working with underrepresented communities on outreach and community relations building. Alex has extensive experience in events tabling, creating workshops, public speaking and creating informational materials working nationally with Children's Defense Fund.

3. Project description

Intended Audience. CIEA will reach out to CA Families and has extensive contacts including the following the following Bay Area Specific Tribes:

Amah Mutsun Tribal Band of Costanoan/Ohlone Indians
Chochenyo/Karkin Ohlone
Federated Indians of Graton Rancheria (NCRP Member Tribe) *
Kashia Band of Pomo Indians of Stewarts Point Rancheria, (NCRP Member Tribe) *
Muwekma Ohlone Tribe of the San Francisco Bay Area
Ohlone Tribe
Ramaytush Ohlone

These are our main outreach targets within the Bay Area community since they are eating traditional fish in the region. From there we will widen our outreach to reach the twenty organizations in the Bay area and clinics that serve low-income and Tribal communities. While we have given trainings to these health clinics previously in the Bay Area, not all were able to receive our trainings because of scheduling so we want to offer a Train the Trainers course. However, the main focus of this grant is to directly reach families through tabling events, holding workshops and going to where these communities are already gathering such as health fairs, big-times, Pow-wows and other community events.

In each case when we have provided information about mercury in fish the top two questions that families ask remain the same: 1) which local fish and waters are safe to eat from, and 2) how do we secure safe fishing locations? To answer these questions CIEA coordinates with agencies tasked with regulating waterbodies and issuing fish consumption advisories. This project will 1) allow us to gather information from Bay Area Tribal and low-income families on what species and locations that fish are caught and eaten from and 2) will provide those families with information on how they can reduce exposure to fish.

The California Indian Environmental Alliance (CIEA) became a 501c3 in 2009 and since that time we have conducted fish consumption surveys in the San Francisco Bay, the upper Klamath River, Mendocino, Sonoma and Lake Counties generally for the Tribes themselves. We follow accepted procedures to protect patient confidentiality and release the results in aggregate to the Tribe or organization that we are working for. In this case BACWA would receive the fish consumption advice in aggregate. We will form an Advisory Committee, including Tribal community members and local agency experts to assist in interpreting those results before they are released as final results at the end of this proposed project.

Fish serve an important dietary and cultural role in many Native communities throughout California. Unfortunately, both wild-caught and store-bought fish can be contaminated with mercury and other chemicals like PCBs. These chemicals can affect the health and development of the fetus, infants and young children. Exposure can lead to permanent learning disabilities, an increase in type 2 diabetes and heart disease later in life. Information provided by agencies to consumers is often outdated or confusing.

However, fish are the best source of omega-3 fatty acids, which is essential for brain development. For this reason CIEA recommends that Tribal and low-income families still continue to eat fish but some species are not healthy to eat. We provide safer fish consumption options by distributing and discussing local fish consumption advisories.

The geographic area that this project funds will be the nine counties of the San Francisco Bay Area focused on the Central Bay east of the Golden Gate Bridge, including San Leandro Bay; the South Bay; and the North Bay including Richardson Bay, San Rafael Bay, San Pablo Bay, the Carquinez Strait, Suisun Bay, Grizzly Bay and Honker Bay.

We chose to focus on reaching community members directly because there are several efforts throughout the Bay including the Triennial Review of the San Francisco Bay Basin Plan. Asking community members to complete fish consumption surveys will give us data to advise activities aimed at reducing exposure of those most at risk. Providing fish consumption advice after the completion of a fish consumption survey allows us to target the advice based on what species of fish they say they are eating and the locations they are eating from. This gives the respondent immediate results to protect themselves and their family from future exposure and we can point to fish that are safer to eat to encourage they continue to receive the good benefits that eating fish do provide.

We have been to clinics and intend to do so through this pilot but we specifically want to reach families directly through this project in part to find out if their clinics are giving them this information and also to receive information to inform local decision-makers.

Bay Area Tribal families traditionally ate fish and we have seen and heard that they still continue to do so. Because Tribes eat from generally their traditional territories those from the Bay are most likely to be moderate to high consumers, and Tribes eat fish like sturgeon that are known to be more highly contaminated. Lastly, all of our materials and those of OEHHA are aimed at families with young children. Our survey captures how many of different age groups and different at risk family members are in the home.

Most Tribal families speak English as a first language, CIEA's accompanying materials have been vetted through California Tribes to be sure they are easily understood and are culturally relevant. We will also distribute OEHHA/CDPH fish consumption advisories in the languages offered that the clinics we give trainings need to communicate with their constituencies. The training we have in PowerPoint and in the "Mercury Health Toolkit" we developed with doctors and nurses contain cultural considerations information for health care providers to follow.

We will closely track who we reached through the survey, and where and what their fish consumption patterns are. We will determine success by the special distribution of the materials and accompanying receipt of surveys, the number of surveys received and the number of Tribal groups and families from the different Tribes in the Bay that we reach. We are open to other measures of success that BACWA can recommend.

4. Project Scope of Work

Outreach to all Tribes, Tribal Organizations and Clinics serving Tribal members in the Bay Area – by email and by phone in at minimum two rounds

In coordination with Tribes, Tribal organizations, Clinics, BACWA, OEHHA and CDPH gather the Advisory Committee members to assist in interpreting the results of the fish consumption surveys we receive (goal 5-7 reviewer's minimum on our AC to review at the end of each of two years of results)

Scheduling and coordinating tabling at a minimum of twelve (12) community events, workshops and/or trainings

Print and gather from BACWA/OEHHA/CDPH materials to reach four-hundred (450) families

Gather at minimum 180 surveys (estimated 15 per event at a minimum of 12 community events)

Schedule, coordinate and provide training at a minimum of four (4) Bay Area clinics

At the end of the first year or when ½ of our project goals are reached. We will provide a progress report and update on the work and request the second portion.

In addition to the ½ year report CIEA will include a final project evaluation to BACWA based the metrics defined in Section 3 above.

CIEA will provide two presentations: One to BACWA, Executive Board and one to the SFRWQCB staff. BACWA will assist in scheduling these presentations.

5. Timeline Template – See attached

6. Project Budget Form – See attached

7. Additional Attachment – CIEA 501c3 form

Program Activities - CIEA	Year 1 - 1st Qtr	Year 1 - 2nd Qtr	Year 1 - 3rd Qtr	Year 1 - 4th Qtr	Year 2 - 1st Qtr	Year 2 - 2nd Qtr	Year 2 - 3rd Qtr	Year 2 - 4th Qtr
Outreach to all Tribes, Tribal Organizations and Clinics serving Tribal members in the Bay Area – by email and by phone in at minimum two rounds	x	x	x	x	x	x	x	x
In coordination with Tribes, Tribal organizations, Clinics, BACWA, OEHHA and CDPH gather the Advisory Committee members to assist in interpreting the results of the fish consumption surveys we receive (goal 5-7 reviewer's minimum on our AC to review at the end of each of two years of results)			x	x			x	x
Scheduling and coordinating tabling at a minimum of twelve (12) community events, workshops and/or trainings	x	x	x	x	x	x	x	x
Print and gather from BACWA/OEHHA/CDPH materials to reach four-hundred (450) families	x				x			
Gather at minimum 180 surveys (estimated 15 per event at a minimum of 12 community events)		x	x	x		x	x	x
Schedule trainings at a minimum of four (4) Bay Area clinics	x				x			
Coordinate and provide training at a minimum of four (4) Bay Area clinics		x	x	x		x	x	x
At the end of the first year or when ½ of our project goals are reached. We will provide a progress report and update on the work and request the second portion.				x				
In addition to the ½ year report CIEA will include a final project evaluation to BACWA based the metrics defined in Section 3 above.								x
CIEA will provide a presentation to BACWA, Executive Board and to the SFRWQCB staff upon project completion BACWA will assist in scheduling these presentations								TBD

CIEA Budget

Personnel:

Salaries & wages

Executive Director - trainings & strategy	\$450 per month x 12 mo. 15% of total work time	5,400.00
Program Coordinator - scheduling & materials prep	\$600 per month x 12 mo. 25% of total work time	7,200.00
Heath educataor - event trainings & tabling	\$400 per month x 12 mo. 25% of total work time	6,000.00
Consultant - Mapping & Needs Assessment	2 consultants task delivery based mail chimp and Arc	1,000.00
Total Personnel		<u>19,600.00</u>

Operating Expenses:

Supplies, Materials, Printing	450 x 5 x .45 per copy + brochure holders, stickers, flyers & charts	\$1,987.46
Travel	20 x 100.5 mi (average) x .454/mile	912.54
Total Operating Costs		<u>\$2,900.00</u>
Indirect Costs	15% of grant	<u>2,500.00</u>
		<u>25,000.00</u>

-

BAY AREA CLEAN WATER AGENCIES PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT, effective **September 21, 2018**, is between Bay Area Clean Water Agencies (“BACWA”), a joint powers agency which exists as a public entity separate and apart from its Member Agencies, created January 4, 1984 by a Joint Powers Agreement between Central Contra Costa Sanitary District, East Bay Dischargers Association, East Bay Municipal Utility District, the City and County of San Francisco and the City of San Jose, with a mailing address of P.O. Box 24055, MS 702, Oakland, CA 94623, and **the California Indian Environmental Alliance** (“Consultant”), a 501(c)3 Non-Profit doing business at 10 Nottingham Place, San Francisco, CA 94133 for professional services as described in any Exhibit A attached hereto.

In consideration of the mutual covenants, stipulations and agreements, the parties agree as follows:

Description and Standard of Services to be Performed

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities (“Subconsultants”) to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants’ compliance with all the terms and conditions of this agreement.
3. Consultant will exercise that degree of care in performing the Services in accordance with that prevailing among firms of comparable standing in the State of California (“Professional Standard”). Consultant will promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation.
4. Consultant warrants that it is fully licensed, registered and otherwise fully authorized to perform the Services in the State of California to the extent applicable law requires such licensure, registration or authorization.
5. BACWA’s review, approval, acceptance, use, or payment for all or any part of the Services hereunder will not alter the Consultant’s obligations or BACWA’s rights hereunder, and will not excuse or diminish Consultant’s responsibility for performing all Services consistent with this Contract.

Payment for Services

6. BACWA will pay Consultant up to a maximum amount payable of **\$25,000.00**. Payment will be remitted in two lump sums of \$12,500 each.
7. Consultant shall submit two invoices to Sherry Hull, BACWA Assistant Executive Director at shull@bacwa.org. The first invoice, to be submitted on or after August 1, 2019 and will include a progress report of the work performed to date. The second invoice will be submitted on or after August 1, 2020, upon completion of the Scope of Work and submission of the final Project Report and Evaluation.
8. Payments under this Contract will be due thirty (30) days after BACWA’s receipt of invoices. BACWA may withhold from any progress or final payment any damages, backcharges or claims incurred or anticipated by BACWA to the extent caused by Consultant.

Document Ownership and Retention

9. Consultant will maintain all financial records relating to this Contract in accordance with generally accepted accounting principles and for at least three years following termination of this Contract. Consultant will grant BACWA and its representatives access upon request to all such records and all

other books, documents, papers, drawings, and writings of Consultant that refer or relate to this Contract.

Indemnification

- 10.** To the fullest extent allowed by law, Consultant will indemnify, hold harmless, reimburse and defend BACWA, its Member Agencies, and each of their officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties, including but not limited to reasonable attorneys' and expert witnesses' fees, arising out of or relating to the Services but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Contract.

Insurance

- 11.** Consultant will purchase and maintain, at Consultant's expense, the following types of insurance, covering Consultant, its employees and agents:
- a. Workers' Compensation Insurance as required by law, subject to a waiver of subrogation in favor of BACWA;
 - b. Employers Liability Insurance with a per accident value at \$1,000,000, Policy Limit of \$1,000,000 and Each Employee of \$1,000,000, subject to a waiver of subrogation in favor of BACWA.
 - c. Comprehensive General Liability Insurance covering personal injury and property damage with a combined single limit, or the equivalent, of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate, and naming BACWA as an additional insured.
 - d. Business Automobile Liability Insurance with combined single limit coverage of not less than \$1,000,000.00 aggregate for each claim, incident, or occurrence; and naming BACWA as an additional insured.

Assignment

- 12.** Consultant will not assign or transfer any of its interest in this Contract, in whole or in part, without the prior written consent of BACWA. BACWA may assign this Contract and any rights relating to this Contract (including but not limited to its right to assert claims and defenses against Consultant) at BACWA's discretion.

Independent Contractor

- 13.** Consultant will perform the Services as an independent contractor. Although Consultant will perform its Services for the benefit of BACWA, and although BACWA reserves the right to determine the schedule for the Services and to evaluate the quality of the completed performance, BACWA does not control the means or methods of Consultant's performance. Consultant is solely responsible for determining the appropriate means and methods of performing the Services, and Consultant's liability will not be diminished by any review, approval, acceptance, use or payment for the same by BACWA or any other party.

Termination of Contract; Suspension of Services

- 14.** This contract shall automatically terminate on **June 30, 2021**. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by

one party from the other. BACWA may terminate this Contract in whole or in part for cause, in which event the termination will be effective ten (10) days after Consultant's receipt of BACWA's written notice and Consultant's failure during that period to cure the default.

Dispute Resolution

15. Consultant will give prompt written notice to BACWA of any claim, dispute or other matter in question, but in no event will Consultant give such notice later than ten (10) days after Consultant's becoming aware of the event or circumstance giving rise to the claim, dispute or matter in question.
16. All claims, disputes and other matters in question between BACWA and Consultant arising out of or relating to this Contract will be subject to alternative dispute resolution. If both parties agree to arbitration it will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Notice of the demand for arbitration will be filed in writing with the other party to this Contract and with the American Arbitration Association. Any arbitration arising out of or relating to this Contract will include, by consolidation, joinder or joint filing, any other person or entity not a party to this Contract that is substantially involved in a common issue of law or fact and whose involvement in the consolidated arbitration is necessary to achieve a final resolution of a matter in controversy therein. This agreement to arbitrate will be specifically enforceable by any court with jurisdiction thereof.
17. A demand for dispute resolution by either party will be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event will it be made after the date when institution of court litigation based on such claim, dispute or other matter in question would be barred by the applicable period of limitations. For all claims by BACWA against Consultant, the applicable period of limitations will not commence to run, and any alleged cause of action will not be deemed to have accrued (whether such action is based on negligence, strict liability, indemnity, intentional tort or other tort, breach of contract, breach of implied or express warranty, or any other legal or equitable theory), unless and until BACWA is fully aware of all three of the following: (1) the identity of the party(ies) responsible, (2) the magnitude of the damage or injury and (3) the cause(s) of the damage or injury. The contractual limitations period and discovery rule provided herein applies in lieu of any otherwise applicable statute or related case law.
18. The failure of either party to enforce any provision of this Contract will not constitute a waiver by that party of that or any other provision of this Contract.

Severability

19. BACWA and Consultant agree that if any term or provision of this Contract is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Contract remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.

Survival

20. All rights and obligations set out in this Contract and arising hereunder will survive the termination of this Contract (i) as to the parties' rights and obligations that arose prior to such termination and (ii) as is necessary to give effect to rights and obligations that arise after such termination but derive from a breach or performance failure that occurred prior to the termination.

This Contract constitutes the entire, legally binding contract between the parties regarding its subject matter. No waiver, consent, modification or change of terms of this Contract is binding unless in writing and signed by both parties.

The following documents are incorporated into and made a part of this Contract. Any conflicts between these documents and this Contract will be resolved in favor of this Contract.

Exhibit A – Proposal, including Scope of Work, Timeline, and Budget

CONSULTANT: California Indian Environmental Alliance

6323 Fairmount Ave., Suite # B,

Street Address

El Cerrito, CA 94530

City, State, Zip Code

27-0861293

Tax Identification No.

Consultant Signature

Click here to enter a date.

Date

Sherri Norris, Executive Director

Name, Title

BACWA Signature

Click here to enter a date.

Date

Lori Schectel, Chair, BACWA Executive Board

Name, Title

Professional Services by the California Indian Environmental Alliance.
Fiscal Year 2019

EXHIBIT A

SCOPE OF WORK, TIMELINE, AND BUDGET

See Attached Proposal from California Indian Environmental Alliance.



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 4

FILE NO.: 19-21

MEETING DATE: Sept 21, 2018

TITLE: Request for BACWA Executive Board Approval of Agreement with UC Merced.

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Authorize Agreement between BACWA and UC Merced to collect and distribute funds in the amount of \$85,000 from five separate funding agencies to UC Merced for conducting research on beneficial use of biosolids.

SUMMARY

During the April 2017 Executive Board meeting, BACWA approved funding to support a targeted biosolids research project for the purpose of comparing biosolids amendments to traditional compost and synthetic fertilizer. In addition to the \$10,000 provided by BACWA, \$75,000 has been raised from four additional stakeholders: the King Foundation, the Bay Area Biosolids Coalition, the San Francisco Public Utilities Commission, and the Fairfield Suisun Sewer District for a total amount of \$85,000.

Phase I of this research was slated to begin at the end of April 2018. The Bay Area Biosolids Coalition has requested that BACWA serve as the fund administrator for this research project. Since the work is being conducted by UC Merced, BACWA needs to have an agreement in place that would recognize the terms and conditions for UC Merced billing BACWA for work completed. BACWA staff has negotiated an agreement. The agreement will result in no direct cost to BACWA, there will however be minimal staff costs associated with accounting and invoice processing.

Project management will be conducted by staff from the San Francisco Public Utilities Commission who will approve all payment requests prior to BACWA's payment of any invoices.

FISCAL IMPACT

If approved, providing administrative and contract services will result in no cost to BACWA other than staff time and accounting time associated with invoicing the funding agencies, establishing a separate account to keep all collected funds separate and administering funds to UC Merced.

ALTERNATIVES

The authorization of the agreement could be denied. However, given further restrictions on biosolids from pending regulations, efforts that would result in expanded beneficial use of biosolids are a prudent investment. In addition, several of the project funders who have requested BACWA's participation are BACWA members.

Attachments: Agreement between BACWA and UC Merced

Approved: _____ Date: September 21, 2018
Lori Schectel, Chair, BACWA Executive Board

RESEARCH AGREEMENT

Between

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
UNIVERSITY OF CALIFORNIA, MERCED**

And

BAY AREA CLEAN WATER AGENCIES

This Research Agreement (“Agreement”) is entered into on this 21st day of September, 2018 (the “Effective Date”) by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California Constitutional corporation (“The Regents”), on behalf of its Merced campus (“University”) and Bay Area Clean Water Agencies (“BACWA”), a joint powers agency which exists as a public entity separate and apart from its Member Agencies, created January 4, 1984 by a Joint Powers Agreement between Central Contra Costa Sanitary District, East Bay Dischargers Association, East Bay Municipal Utility District, the City and County of San Francisco and the City of San Jose, with a mailing address of P.O. Box 24055, MS 702, Oakland, CA 94623, (“Sponsor”), with respect to the facts set forth below.

WHEREAS, University is a non-profit organization engaged, in part, in researching ways to improve the science and management of human organics for climate change mitigation and efficient nutrient cycling in California.

WHEREAS, Sponsor desires to provide certain funding as part of University’s research activities described above.

WHEREAS, the research project contemplated by this Agreement is of mutual interest and benefit to both the University and Sponsor and is consistent with the research and educational objectives of the University.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

1. Statement of Work

University, through its Principal Investigator (as defined below), shall use reasonable efforts to perform the research activities set forth in and attached hereto as EXHIBIT A, which is hereby incorporated in full by reference (the “Research Program”). Any changes to the Research Program shall be agreed to by the parties in writing. Notwithstanding the foregoing, University makes no warranties or representations regarding its ability to achieve, nor shall it be bound to accomplish, any particular research objective or results.

2. Supervision of the Research Program

University’s performance of the Research Program will be conducted by or under the direction of Professor Rebecca Ryals, (the “Principal Investigator”). In the event that Principal Investigator leaves University or becomes unable or unwilling to continue work under this Agreement University agrees to find a replacement Principal Investigator reasonably acceptable to sponsor, which acceptance shall not be unreasonably withheld. In the event that University fails to appoint a replacement Principal investigator reasonably acceptable to sponsor, Sponsor shall have a right to terminate this Agreement upon delivery

to University of written notice of intent to terminate pursuant to this Article 2, which notice must be delivered to University not less than thirty (30) days nor more than ninety (90) days after delivery by University to Sponsor of the name of the replacement Principal Investigator. Sponsor understands and agrees that Principal Investigator is the scientific contact for University but is not authorized to amend, modify or terminate the terms and conditions of this Agreement. Requests to amend, modify or terminate the terms of this Agreement must be directed to University's Office of Sponsored Research Services and must comply with the notice requirements of this Agreement.

3. Cost to Sponsor

The cost to Sponsor for University's performance hereunder shall not exceed \$85,000. When expenditures reach the above amount, Sponsor will not be required to fund, and University will not be required to perform, additional work hereunder unless by mutual agreement of the parties.

4. Payment

The sponsor shall make a onetime advance payment of \$85,000.00.

A check shall be made payable to The Regents of the University of California and shall be sent to:

University of California Merced
C/O Campus Cashiering
P.O. Box 2450
Merced, CA 95344

Payments should refer to both the Principal Investigator's last name and Sponsor's name.

University shall not be obligated to perform any of the research specified herein or to take any other action required under this Agreement if the funding is not provided as set forth in EXHIBIT C and in accordance with the payment schedule as set forth in this Article 5. Furthermore, should Sponsor fail to make the first payment to University in accordance with this Article 5, University shall have the right to immediately terminate this Agreement and this Agreement shall be null and void *ab initio*.

5. Supplies and Equipment

In the event that University purchases supplies or equipment hereunder, title to such supplies and equipment will vest in University. All capital equipment provided under this Agreement by Sponsor for use by university remains the property of sponsor unless other disposition is agreed upon in writing by the parties. If title to this equipment remains with Sponsor, sponsor is responsible for maintenance and repair of the equipment, insuring the equipment against damage or loss, and the costs of its transportation to and from the site where it will be used.

6. Reports

University agrees that within sixty (60) days following the last day of each calendar year during the term of this Agreement, University shall furnish Sponsor with a written report summarizing the results of the research included within the scope of the Research Program during the immediately preceding calendar year, including, but not limited to all data, conclusions, results, observations and a detailed description of all procedures. All such reports shall be treated as Confidential Information by Sponsor.

7. Inventions

7.1 Inventorship and ownership of any invention, result, discovery, know-how, biological material, software, information and/or data, whether patentable or not, conceived and reduced to practice during the performance of the Research Program developments or discoveries first conceived and actually reduced to practice in the performance of this Agreement (each a “Subject Invention”) will be determined in accordance with applicable U.S. Patent Law and University policy.

7.2 The Regents shall retain sole ownership and title to Subject Inventions invented solely by University or its personnel and to all intellectual property rights related thereto. University shall, in the good faith exercise of its discretion, undertake reasonable efforts to preserve and maintain its ownership and title as University deems appropriate. Ownership of and title to Joint Subject Inventions shall be vested jointly in University and Sponsor, with each owning an undivided interest therein.

7.3 University and Sponsor acknowledge that University has received, and expects to continue to receive, funding from the United States Government in support of University's research activities. University and Sponsor acknowledge and agree that their respective rights and obligations pursuant to this Agreement shall be subject to the rights of the United States Government, existing and as amended, which may arise or result from University's receipt of research support from the United States Government, including but not limited to, 37 CFR 401, the NIH Grants Policy Statement and the NIH Guidelines for Obtaining and Disseminating Biomedical Research Resources.

7.4 University reserves the right to use for any research or educational purposes any Subject Invention, patent rights, biological materials, or research tools, without University being obligated to pay Sponsor any royalties or other compensation. In addition, university reserves the right to grant non-exclusive research and educational use licenses to other nonprofit or academic institutions to patent rights, biological materials, or research tools, without the other non-profit entity being obligated to pay Sponsor any royalties or other compensation. University shall have no obligation to notify or inform Sponsor of such use or licenses.

8. Disclosure of Inventions

After Principal Investigator submits an invention disclosure covering any Subject Invention to University's Office of Technology Development and that Subject Invention is assigned a case number by The Regents, University shall disclose such Subject Invention in writing to Sponsor (an “Invention Disclosure”). University shall use reasonable efforts to provide an Invention Disclosure that contains sufficient detail to (i) enable both parties to determine whether or not the particular invention is a University Subject Invention or a Joint Subject Invention; and (ii) enable Sponsor to evaluate the advisability of exercising the option granted hereunder with respect to such Subject Invention. All such Technology Disclosures shall be maintained in confidence by Sponsor.

9. Patent Rights and Licensing

9.1 Patent Rights shall mean (a) the U.S. patent application(s) directed to a Subject Invention; (b) the foreign counterpart applications of the respective application(s) referenced in sub-clause (a) above; (c) divisionals, substitutions (only those claims of such substitutions that cover the identical subject matter that is covered by the application for which it is substituted), and continuations of any applications referenced in sub-clauses (a) and (b) above; (d) any claim(s) of a continuation-in-part application of any application set forth in sub-clauses (a)-(c) above that covers the exact subject matter disclosed in the specification of the respective application(s) referenced in sub-clause (a) above; (e) the patents issued from the applications referenced in sub-clauses (a)-(c) above and any reissues, reexaminations, renewals

and patent term extensions of such patents; and (f) any claim(s) of a patent issued from a continuation-in-part application referenced in sub-clause (d) above that satisfies all of the requirements of sub-clause (d), and any claim(s) of a reissue, reexamination, renewal and patent term extension of a patent issued from a continuation-in-part application referenced in sub-clause (d) that satisfies all of the requirements of sub-clause (d); *provided, however*, that in all cases under sub-clauses (b) – (f) above, the Patent Rights include only the subject matter and claims contained in the items referenced in sub-clauses (b) – (f) that are entitled to the priority date of the respective application(s) referenced in sub-clause (a) above.

9.2 To the extent that University will have the legal right to do so, and provided Sponsor pays all direct and indirect costs of the Research Program including a proportionate share of all researcher salaries and benefits, Sponsor will have a time-limited first right to negotiate a license to the University's interest in any Patent Rights.

9.3 Subject to the terms of this Agreement and the reservation of rights specified in Sections 7.3 and 7.4, University hereby grants to Sponsor:

(a) an exclusive option (the "Option") to acquire an exclusive, worldwide license, including the right to sublicense under University's rights in the Patent Rights, to offer for sale, sell and have sold products, processes and Biological Material in the Field. In the event that a product, process or biological material utilizes a research tool, such research tool shall be made available to Sponsor solely on a non-exclusive basis.

(b) a non-exclusive, royalty-free, non-transferable license to make and use a Subject Invention solely for Sponsor's internal research purposes during the performance of the Research Program. Any transfer of materials to Sponsor under this Section 9.3(b) shall require the execution of a material transfer agreement.

9.4 Sponsor will notify University in writing within thirty (30) days of notice of a Subject Invention to Sponsor whether or not it wishes to secure an option or license to University's interest in the disclosed Subject Invention ("Election Period"). Sponsor will have ninety (90) days from the date of election to conclude such option or license agreement with University ("Negotiation Period"). Said option or license will contain reasonable terms, will require diligent performance by Sponsor for the timely commercial development and early marketing of all Subject Inventions subject to the license, and will include Sponsor's obligation to reimburse University's patent costs for all Subject Inventions subject to the option or license. In the event it is necessary in the opinion of University to file any patent applications to protect a Subject Invention during the Election or Negotiation Periods, Sponsor will reimburse patent costs incurred by University during such period(s). If such option or license negotiation is not concluded within the Negotiation Period or if Sponsor does not notify University of its wish to secure an option or license within the Election Period, neither party will have any further obligation to the other with respect to University's interest in the Subject Invention and the rights to such Subject Invention will be disposed of in accordance with University's policies.

9.5 University shall direct and control the preparation, filing and prosecution of patent applications and patents within the Patent Rights. Sponsor shall pay all fees and costs, and any and all future fees and costs associated with work performed by any independent patent counsel and related to the preparation, filing, prosecution and maintenance of the Patent Rights or relinquish any rights to the patent. Payment shall be made within thirty (30) days after Sponsor receives an invoice therefor. Failure of Sponsor to pay patent fees and expenses as set forth above shall immediately relieve University from its obligation to incur any further patent fees and expenses. Sponsor's obligation to pay all patent fees and costs incurred pursuant to this Agreement shall survive the termination or expiration of this Agreement. Sponsor shall have full rights of consultation with the patent attorney so selected on all matters relating to patent application(s).

10. Confidentiality

The term “Confidential Information” shall mean any and all proprietary information of University or Sponsor that may be exchanged between the parties at any time and from time to time during the term hereof. The fact that a party may have marked or identified as confidential or proprietary any specific information shall be indicative that such party believes such information to be confidential or proprietary, but the failure to so mark information shall not conclusively determine that such information was or was not considered confidential information by such party. Confidential Information shall also include any information which, given the circumstances surrounding the disclosure, would be considered confidential by the disclosing party. Information shall not be considered confidential to the extent that it:

- a. Is publicly disclosed through no fault of any party hereto, either before or after it becomes known to the receiving party; or
- b. Was known to the receiving party prior to the Effective Date, which knowledge was acquired independently and not from the other party hereto (including such party's employees); or
- c. Is subsequently disclosed to the receiving party in good faith by a third party who has a right to make such disclosure; or
- d. Has been published by a third party as a matter of right.

If Confidential Information is required to be disclosed by law or court order, the Party required to make such disclosure shall limit the same to the minimum required to comply with the law or court order, and shall use reasonable efforts to attempt to seek confidential treatment for that disclosure, and prior to making such disclosure that Party shall notify the other party, not later than ten (10) days (or such shorter period of time as may be reasonably practicable under the circumstances) before the disclosure in order to allow that other Party to comment and/or to obtain a protective or other order, including extensions of time and the like, with respect to such disclosure.

Because University is a public, non-profit educational institution and does not have identified resources to sustain liability for disclosure of information, Sponsor agrees that no financial liability shall attach to University in the event such disclosure occurs.

The parties agree that during the term of this Agreement, and for a period of five (5) years after this Agreement terminates, a party receiving Confidential Information of the other party will (a) maintain in confidence such Confidential Information to the same extent such party maintains its own proprietary information; (b) not disclose such Confidential Information to any third party without the prior written consent of the other party; and (c) not use such Confidential Information for any purpose except those permitted by this Agreement.

11. Publication

Sponsor acknowledges that it is the general policy of The Regents to encourage publication of research results in technical or scientific journals; and Sponsor agrees that University shall have a right to publish in accordance with its general policy. University will furnish Sponsor with a copy of any proposed written or oral publication (including manuscripts, abstracts, and oral presentations) at least thirty (30) days prior to submission for publication (“Review Period”). Upon written notification by Sponsor within the Review Period, University agrees to delete any of Sponsor’s Confidential Information that appears in the publication. If it is determined that a patent application should be filed, University will delay

publishing such proposed publication for a maximum of an additional thirty (30) days in order to protect the potential patentability of any invention described therein.

12. Export Control

The parties acknowledge that, because University is an institution of higher education and has many foreign persons who are students, employees and visitors, University conducts its research activities as “fundamental research” under export control regulations (as set forth in ITAR 120.10(5) and 120.11, and EAR 15 C.F.R. 734(b)(3) and 734.7 through 734.11). Accordingly, the parties agree that Sponsor shall not provide University with any export-controlled proprietary data or technology.

13. Applicable Law

This Agreement shall be interpreted and enforced according to the laws of the State of California without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of courts in San Francisco, California for any action or proceeding regarding this Agreement.

14. Notice

Whenever any notice is to be given hereunder, it will be in writing and sent to the Authorized Representative for the receiving party indicated below by certified mail or overnight courier, at following address:

University: University of California, Merced
Office of Sponsored Research Services
5200 North Lake Road
Merced, California 95343
Attn: Director

Sponsor: Bay Area Clean Water Agencies
P.O. Box 24055, MS 702,
Oakland, CA 94623
Attn: Director

15. Term and Termination

15.1 The Term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years from the Effective Date. The Term may be extended following mutual written agreement by the Parties.

15.2 Either University or Sponsor may terminate this Agreement by giving sixty (60) days written notice to the other. Sponsor will pay University actual direct and indirect costs and non-cancellable commitments incurred prior to the date of termination and fair close-out related costs. If the total of such costs is less than the total funds advanced, the balance will be returned to Sponsor.

15.3 In the event that Sponsor fails to pay to University any payment in accordance with Section 4, University shall not be obligated to perform any of the research specified herein or to take any other action required under this Agreement and may terminate this Agreement immediately upon such non-payment, without any possibility for Sponsor to cure such non-payment. Termination pursuant to this Section 15.3 shall not relieve Sponsor of any liability under this Agreement.

15.4 In the event of the termination of this Agreement, Sections 6, 10, 13 and 17 shall survive such termination.

16. Publicity

Except as otherwise provided herein or required by law, no party shall originate any publication, news release or other public announcement, written or oral, whether in the public press, stockholders' reports, or otherwise, relating to this Agreement or to the performance hereunder without the prior written approval of the other party, which approval shall not be unreasonably withheld. Scientific publications published in accordance with Article 11 of this Agreement shall not be construed as publicity governed by this Article 16.

17. Indemnification

Sponsor shall defend, indemnify, and hold University, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Sponsor, its officers, agents, or employees.

University shall defend, indemnify, and hold Sponsor, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of its performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents, or employees.

This Article shall survive the termination or expiration of this Agreement.

18. Excusable Delays

University will be excused from performance hereunder if a delay is caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of governmental officials or agencies, terrorism, or any other cause beyond the control of University. The excusable delay is allowed for the period of time affected by the delay. If a delay occurs, the parties will revise the performance period or other provisions hereunder as appropriate.

19. Assignment

Neither party will assign its rights or duties under this Agreement to another without the prior express written consent of the other party; provided, however, that Sponsor may assign this Agreement to a successor in ownership of all or substantially all its business assets in the field to which this Agreement relates if such successor will expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment will be void.

20. Amendments

No agreements, modifications, or waivers to this Agreement shall be valid unless in writing and signed by the authorized representatives of the parties.

21. Miscellaneous

21.1 Not a Partnership or Joint Venture. It is understood and agreed by the parties that the University is performing this contract as an independent contractor. The parties, by this Agreement, do not intend to create a partnership, principal/agent, master/servant, or joint venture relationship and nothing in this Agreement shall be construed as creating such a relationship between the parties.

21.2 Severability. Should any one or more of the provisions of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, it shall be considered severed from this Agreement and shall not serve to invalidate the remaining provisions thereof. The parties shall make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by them when entering this Agreement may be realized.

21.3 Recitals & Headings. The recitals herein constitute an integral part of the Agreement reached and are to be considered as such. However, the captions and headings contained in this Agreement have been inserted for reference and convenience only and in no way define, limit, or describe the text of this Agreement or the intent of any provision.

21.4 No Waiver. The waiver by either party of a breach or default of any provision of this Agreement shall not constitute a waiver of any succeeding breach, nor shall any delay or omission on the part of either party to exercise any right that it has under this Agreement operate as a waiver of such right, unless the terms of this Agreement sets forth a specific time limit for the exercise thereof.

21.5 Independent Contractors. The relationship between University and Sponsor is that of independent contractors. University and Sponsor are not joint venturers, partners, principal and agent, master and servant, employer or employee, and have no other relationship other than independent contracting parties. University and Sponsor shall have no power to bind or obligate each other in any manner, other than as is expressly set forth in this Agreement.

21.6 Compliance with U.S. Laws. Nothing contained in this Agreement shall require or permit University or Sponsor to do any act inconsistent with the requirements of any United States law, regulation or executive order as the same may be in effect from time to time.

21.7 Headings. The headings for each article and section in this Agreement have been inserted for the convenience of reference only and are not intended to limit or expand on the meaning of the language contained in the particular article or section.

22. Entire Agreement

This Agreement, and EXHIBITS A through D, constitute the entire agreement and understanding between the parties and supersedes all previous agreements and understandings on the subject matter of this Agreement, if any. There shall be no amendments or modifications to this Agreement, except by a written document which is signed by both parties.

BAY AREA CLEAN WATER AGENCIES

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

By:

By:
Title:
Date:

By:

By:
Title:
Date:

Marcus Tucker

Marcus Tucker
Post-Award Manager
9/10/2018

EXHIBIT A
Statement of Work

Scope of Work:

Exploring the Beneficial Role of Biosolids in Soil Health and Climate Change Mitigation in California's Agricultural Soils

Background:

Beneficial reuse of biosolids offers an enormous potential to recycle a large source of organic carbon and nutrients to soils. Research from the Marin Carbon Project showed that a one-time application of compost (derived from plant waste streams) to managed California grassland soils increases ecosystem carbon storage, boosts plant growth, improves soil's ability to hold water, and reduces life cycle greenhouse gas emissions. Further, microbial research on thermophilic decomposition of human waste conducted by Lawrence Berkeley National Labs Ecology Department has demonstrated the reduction of pathogens, harmful bacteria and reduction of pharmaceuticals and other compounds of emerging concern through the composting process.

Biosolids and biosolids-products (e.g. compost, liquid biofertilizer) may provide similar benefits, but there remain key questions about the ecological implications of this innovative reuse of human waste nutrients. Wastewater utilities understand that biosolids offer a source of nutrient-rich organic matter that can replenish soil organic carbon and boost plant growth, as well as potentially offset the use of synthetic fertilizers through the addition of slowly-releasing plant nutrients. Biosolids amendments offer great potential to enhance soil carbon sequestration and improve soil health across the State of California, yet experimental tests that quantify these benefits are sparse. Further, little is known about potential tradeoffs of land application of biosolids, such as soil nitrous oxide (a potent greenhouse gas) emissions or leaching of nitrate (a groundwater contaminant). The extent to which biosolids amendments impact these microbial processes that transform nitrogen and stabilize carbon needs to be thoroughly understood to optimize management practices to maximize soil health and minimize undesirable impacts on environmental and human health.

This proposal is a collaborative partnership between Dr. Rebecca Ryals at University of California, Merced and California-based sanitation agencies.

Objectives:

The broad goal of the project is to improve the science and management of human organics for climate change mitigation and efficient nutrient cycling in California. The *long-term objectives* of the proposed research is to initiate controlled field experiments across California's climatic regions in order to (i) advance the understanding about the potential of biosolids-based amendments to restore soil health in California's agricultural soils, (ii) quantify benefits to the climate from enhanced soil carbon sequestration and reductions to greenhouse gas emissions, and (iii) integrate observations in ecosystem-level nutrient fluxes with microbial communities and function in order to elucidate the mechanisms driving changes to soil health and carbon storage. To better inform field experiments, *immediate objectives* are to:

Objective 1. Conduct a greenhouse experiment comparing the effects of biosolids amendments (pelletized, biofertilizer, compost) and synthetic fertilizer on crop production, nutrient losses, water retention, and carbon and greenhouse gas dynamics.

Objective 2. Conduct an extensive sampling survey of soil carbon, nitrogen, and microbial communities in fields that have been amended with biosolids

Approach:

To achieve Objective 1, the research team began a pilot experiment in a greenhouse setting in September 2017. Treatments include pelletized biosolids, composted fecal matter, lystegro biofertilizer, and lystegro biofertilizer with biochar, as well as urea (a chemical fertilizer) and an unfertilized control. Amendments were applied at the same rate of available nitrogen (100 kg PAN/ha). The amendments were applied only once, and measurements are

made over at least three cropping cycles to determine the legacy effects of amendments. The team is measuring soil greenhouse gas emissions, soil carbon and nitrogen dynamics, soil microbial communities, nutrient leaching, and crop yields. High throughput DNA sequencing of 16S rRNA genes and targeted quantitative PCR (qPCR) measurements will be used on a subset of soil samples to measure microbial community composition and abundance, respectively, in order to determine which microbial populations are associated with different soil amendments. The preliminary results indicate that the organic amendments increase crop yields 2 to 3 times more than chemical fertilizer, and contribute to improvements in soil properties that increase the retention of water and nutrients. To achieve Objective 2, the research team is currently coordinating with the SFPUC to identify field sites for a sampling campaign. Criteria for field selection include (1) at least one time application of biosolids, (2) a record of the amount and time of biosolids application, (3) an unamended comparison field with similar soil and management conditions. At each paired-site, the team will collect replicate (n = 15 per site) soil samples at four depth increments to a 1 meter depth (0-10, 10-30, 30-50, and 50-100 cm). Each soil sample will be analyzed for total soil carbon and nitrogen. Soil samples will also undergo a physical fractionation procedure to determine the stability of carbon pools in amended and unamended soils. Soil microbial biomass will be measured on a subset of samples as an indicator of biological mechanisms of carbon stabilization. The limitations to this survey are the lack of controlled experimental conditions through time and the exclusive sampling of Class A/B biosolids amendments, and absence of composted or novel biosolids amendments. However, this survey, along with results from the pilot greenhouse study, will provide key insights that will inform a large-scale field study. These initial data, observations, and partnership with state agencies will equip us with the knowledge and tools to design an efficient, novel, and management- and policy-relevant long-term biosolids research agenda.

Funding Sources:

A research budget is included with this proposed scope of work. A large portion (~83%) of funding needs for Objective 1 has already been met through in-kind support and grants from the lead project director, Dr. Ryals. She manages the Agroecology Lab at UC Merced that is outfitted with essential analytical equipment that will be used for this research.

In addition to in kind support, \$85,000 has been raised by interested stakeholders across the San Francisco Bay Area, including wastewater utilities, non-governmental organizations and private industry.

Funding Source	Funding Amount
King Foundation	\$15,000
Bay Area Biosolids Coalition	\$50,000
Bay Area Clean Water Agencies	\$10,000
San Francisco Public Utilities Commission	\$5,000
Fairfield Suisun Sewer District	\$5,000
Total	\$85,000

Expected Outcomes:

Ultimately, this project aims to provide a better understanding of the role that biosolids soil amendments can play in mitigating climate change, improving soil health and to therefore further their recognition as a valued resource. The results of this study will provide important guidance for efforts to turn wastes into resources that improve soil health in California. Project deliverables will include (i) a peer-reviewed scientific article of the results from Obj 1 and Obj 2, (ii) a policy brief integrating project findings with local and state organics management plans, and (iii) presentations at scientific conferences and to public agencies. Throughout this research, we will engage with public utilities and other local stakeholders to ensure that the research questions and experimental design are scientifically robust as well as relevant to local policy and management needs. We hope that this project will serve as a demonstration and integration of co-benefits to sanitation and agriculture in the state of California.

Timeline:

April-May 2018	Collect funds from all stakeholders
May 2018	Identification of field sites; Field and laboratory preparation
May – June 2018	Collect soil samples in Sacramento, Solano, and Merced Counties

July - October 2018	Analyze soil samples for soil carbon, nitrogen, microbial biomass, and soil characteristics
August 2018	Complete final harvest of greenhouse experiment
August - December 2018	Microbial community analysis of soil in greenhouse experiment
October, 2018 – February, 2019	Laboratory fractionation of soil carbon pools
March – May 2019	Produce findings in a final report for distribution and ultimate publication in peer reviewed academic journal

EXHIBIT B
Reports

University shall provide Sponsor with a final technical report within ninety (90) days after the end date of this Agreement.

EXHIBIT C
Payment Schedule

The sponsor shall make a onetime advance payment of \$85,000.00.

A check shall be made payable to The Regents of the University of California and shall be sent to:

University of California Merced
C/O Campus Cashiering
P.O. Box 2450
Merced, CA 95344

Payments should refer to both the Principal Investigator's last name and Sponsor's name.

Budget

Principal Investigator: Becca Ryals								Budget Start Date:									
Sponsor: BACWA								Budget End Date:									
Project Title:																	
Salaries		Monthly Rate				Year 1	Year 2	Year 3	Year 4	Year 5	Total	#Personnel Per Yr					
PI: Research												Personnel	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Technician:						35,000						PI: Research Technician:	1				
Postgraduate Staff												Postgraduate Staff Career					
Career												Undergraduate:					
Undergraduate:												TBN GSR-AY:	1				
TBN GSR-AY: TBN												TBN GSR-Sumr:					
GSR-Sumr: Named												Named GSR-AY					
GSR-AY Named												Named GSR-Sumr					
GSR-Sumr Other												Other Personnel					
Personnel Other												Other Personnel					
Personnel													# of Months Per Yr				
Total Salaries						35,000					35,000	Personnel	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Fringe		2018	2019	2020	2021	2022						PI:					
PI:		4.8%	4.9%	5.0%	5.0%	5.0%						Research Technician:	0.8				
Research Technician:		4.8%	4.9%	5.0%	5.0%	5.0%	1,715				1,715	Postgraduate Staff					
Postgraduate		40.0%	42.0%	42.8%	43.6%	44.5%						Career					
Staff Career		45.6%	47.8%	48.8%	49.7%	50.7%						Undergraduate:					
Undergraduate:		4.8%	4.9%	5.0%	5.0%	5.0%						TBN GSR-AY:					
TBN GSR-AY:		4.8%	4.9%	5.0%	5.0%	5.0%						TBN GSR-Sumr:					
TBN GSR-Sumr:		4.8%	4.9%	5.0%	5.0%	5.0%						Named GSR-AY					
Named GSR-AY		4.8%	4.9%	5.0%	5.0%	5.0%						Named GSR-Sumr					
Named GSR-Sumr		4.8%	4.9%	5.0%	5.0%	5.0%						Other Personnel					
Other Personnel												Other Personnel					
Total Fringe						1,715					1,715	% of Effort Per Month Per Yr					
Total F & S						36,715					36,715	Personnel	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Equipment												PI: Research					
Equipment:												Technician:					
Equipment												Postgraduate Staff					
Equipment												Career					
Total Equipment												Undergraduate:					
Travel												TBN GSR-AY:					
Travel-domestic						1,950					1,950	TBN GSR-Sumr:					
Travel-Foreign												Named GSR-AY					
Total Travel						1,950					1,950	Named GSR-Sumr					
Participant Support												Other Personnel					
Stipends												Other Personnel					
Travel												Inflation	1.03				
Subsistence																	
Other:																	
Total Participant Support																	
Subawards																	
Subaward 1																	
Subaward 2																	
Subaward 3																	
Total Subawards																	
Other Direct Costs																	
Materials/Supplies						44,335					44,335						
Publication Costs						2,000					2,000	Tuition	0	0	0	0	0
Consultant Services												Non-resident Supplies	0	0	0	0	0
Computer Services												Student Services Fee	0	0	0	0	0
Other:												Health Insurance	0	0	0	0	0
Other: (Includes GSR Tuition & Fees)																	
Tuition		Fall	5,751	Spring	575												
Non-resident Supplemental Tuition																	
Student Services Fee Health						564					564	Tuition	0	0	0	0	0
Insurance						1049					1468	Non-resident Supplies	0	0	0	0	0
Sub-Total Tuition & Fees												Student Services Fee	0	0	0	0	0
Total Other Direct Costs						46,335					46,335	Health Insurance	0	0	0	0	0
Total Direct Costs						85,000					85,000	Tuition Increase			1.1		
Portion of Sub-award to be charged IDC																	
MTDC (less equipment, Stdnt fees, & SK's > 25,000)						85,000					85,000						
Total Indirect Costs						0%											
Total Request						85,000					85,000						
												NSF GSR Salary Totals Per Year					
												Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Total

# Personnel Per Yr					
Personnel	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
PI:					
Research Technician:	1				
Postgraduate					
Staff Career					
Undergraduate:					
TBN GSR-AY:	1				
TBN GSR-Sumr:					
Named GSR-AY					
Named GSR-Sumr					
Other Personnel					
Other Personnel					
# of Months Per Yr					
Personnel	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
PI:					
Research Technician:	0.6				
Postgraduate Staff					
Career					
Undergraduate:					
TBN GSR-AY:					
TBN GSR-Sumr:					
Named GSR-AY					
Named GSR-Sumr					
Other Personnel					
Other Personnel					
% of Effort Per Month Per Yr					
Personnel	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
PI: Research					
Technician:					
Postgraduate Staff					
Career					
Undergraduate:					
TBN GSR-AY:					
TBN GSR-Sumr:					
Named GSR-AY					
Named GSR-Sumr					
Other Personnel					
Other Personnel					
Inflation	1.03				

Fall Semester # GSR					
Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
Tuition	0	0	0	0	0
Non-resident Supplemental	0	0	0	0	0
Student Services Fee	0	0	0	0	0
Health Insurance	0	0	0	0	0
Spring Semester # GSR					
Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
Tuition	0	0	0	0	0
Non-resident Supplemental	0	0	0	0	0
Student Services Fee	0	0	0	0	0
Health Insurance	0	0	0	0	0
Tuition Increase					1

Joint BACWA/Regional Water Board staff Meeting Summary

August 23, 2018, 10am-12pm

Attendees:

Eileen White, EBMUD
Amit Mutsuddy, San Jose
David Williams, BACWA
Lorien Fono, BACWA
Lori Schectel, CCCSD
Eric Dunlavey, San Jose
Jackie Zipkin, EBDA
Tom Hall, EOA
Chuck Weir, LAVWMA

Leah Walker, Petaluma
Daniela Brandao, CH2MHill for San Mateo
Robert Schlipf, Regional Water Board
Tom Mumley, Regional Water Board
Bruce Wolfe, Regional Water Board
Bill Johnson, Regional Water Board
James Parrish, Regional Water Board
Bhavani Yeropotu, City of Sunnyvale

1. Introductions

2. Nutrients

- a. **Optimization/Upgrade Studies** – BACWA will provide a workshop to walk Regional Water Board staff through the Optimization/Upgrade final report on Sept 17. There was discussion that the meeting is expected to be well attended, and the group would need a sufficiently large room at the Regional Water Board offices.
- b. **2nd Watershed Permit** – Discussion was deferred to the afternoon (see item 12).
- c. **Science Plan** – BACWA asked Water Boards staff about how conclusions from the science plan would inform the setting of load caps in the 2024 permit. Regional Water Board staff replied that there would be general language in the Permit to describe how a baseline would be set, and under what circumstances it would be altered. By Pardee, the goal is to have an embayment framework with load calculation schemes that the group can discuss. The Water Board's goal is to avoid negative regulatory impacts on individual plants absent a science-based impetus. The science plan will need to refine what are the particular concerns for each subembayment.

3. Wetlands

The Water Board held a workshop on Wetlands Policy 94-086 on August 14. BACWA is forming a workgroup to respond to the questions teed up at the workshop regarding implementation scenarios for wetlands projects, how to remove impediments, and the line between Waters of the US and a wetland that is part of a treatment train. The Water Board is looking at how to incorporate wetland's ability to assimilate loads of some constituents better than open waters.

Water Board reported that EPA is supportive of revising the wetlands policy. Dave Smith is moving to the EPA's Water Quality Standards Group. Water Boards staff noted that as an initiative under Measure AA, regulatory and resource agencies are getting together to work through policy implications of different wetlands projects.

4. Selenium Objectives in the San Francisco Bay

USGS published a report updating recommendations for water column objectives for selenium in the South Bay. This report was an outgrowth of the meeting between POTW representatives and EPA staff where POTWs argued that the EPA's proposed Selenium objectives for the San Francisco Bay failed to account for data in the South Bay. Water Board staff does not think that EPA plans to adopt the USGS' proposed selenium objectives, and is instead focusing on tissue concentration objectives. As part of his new role at the EPA, Dave Smith will be in charge of this effort.

5. Chlorine Residual Basin Plan Amendment

EOA is writing up an approach for deep water discharge compliance, based on EPA's 1984 chlorine criteria for marine waters. The criteria include a 1 hour and 4 day compliance period, although the 4 day period doesn't make sense for chlorine discharges. They are considering how to calculate averages when most values are DNQs. They are also looking at what changes can be implemented by permit, and not by Basin Plan Amendment, such as implementing a reasonable reporting limit to help shallow water dischargers. They are also making a note of the issue of chlorine discharges to wetlands, and how those should be regulated. Water Board staff leading this effort will be out of the office in early October.

6. Triennial Review

The Water Board does not intend to identify new priorities for the 2018 Triennial Review. The subsistence fishing community is pushing for designation of the new beneficial uses, but Water Board staff are concerned that the uses are not attainable. BACWA will provide oral comments at the Triennial Review hearing on 9/12.

7. Dioxin Synthesis Report

This RMP report's release was delayed for a year, and provides updated estimates of loading and fish tissue concentrations. POTW loads are an order of magnitude less than atmospheric deposition. It shows that there are concerns for some levels of fish consumption. A proposal to the dioxin report, Region 2 is commenting on the Ocean plan that they should use bioaccumulation equivalency factors (BEFs) in addition to Toxic equivalency factors. The report will be noted in the next Estuary News bulletin, and could be used to update the boilerplate language in NPDES permits.

8. Recycled Water Policy

The State Water Board plans to terminate 96-011 one year after the adoption of the revised Recycled Water Policy. The State General Order does not cover the production of recycled water, only its distribution. There is a concern that satellite facilities whose operations are not included in an NPDES permit could be left without coverage. BACWA will develop a list of example facilities so that we can work through the permitting issues with Regional Water Board staff.

9. SSS WDR

CASA and the Regional Wastewater Agencies have been working on SSS WDR redlines to provide to the State Water Board. Key items that proposed changes relate to are:

- Streamlined Reporting
- Audit Schedules
- De Minimis Threshold Language
- Climate Change Language/Considerations
- SSMP Change Log
- Other Potential Assistance

POTW representatives plan to meeting with State Water Board staff in September.

The Water Board noted that EPA action on blending is pending. EPA is pleased with Region 2's actions, notably allowing blending where agencies are taking appropriate actions to minimize blending.

10. Climate Change

The State Water board is developing a survey to get information about POTWs' and Collection Systems' vulnerability to the impacts of Climate Change. Max Gomberg is the State Water board staff in charge of this effort. Regional Water Board staff circulated the proposed survey at the meeting. BACWA will discuss the survey with the Summit Partners and recommend that CASA take the lead on responding to the State Water Board's needs without resorting to a global survey.

11. CECS

BACWA is developing a White Paper on POTW representation and participation in the RMP's CEC studies. The White Paper will include data on plant and service area characteristics, and industrial users. The State Water Board is still aiming to develop a Statewide Program, and a science panel has been reconvened with funding from the OPC.

12. Second Nutrient Watershed Permit

a. Regional Study

BACWA proposed that a Regional Study on non-greyscape nutrient removal alternatives be managed by SFEI. Staff at SFEI are currently developing a scope for this project. This effort will generate candidate scenarios for updating the wetlands policy.

b. Developing a baseline for future load reductions

BACWA expressed that it does not believe than any mention of load caps should be included in the 2019 permit, since the Science Program has not indicated the need for restricting loads. The Regional Water Board responded that the still want to establish a baseline, but instead could call it a "frame of reference", which would be used to develop "planning targets". This frame of reference could be used to give regulatory certainty to agencies implementing capital projects to reduce nutrient loads, that they would not need to do further reductions for a specified number of permit cycles. The Regional Water Board plans to work to put together different loading scenarios. BACWA will draft a memo on its ideas on how planning targets would be implemented in the permit.

ADJOURNMENT



DRAFT PROGRAM
BACWA ANNUAL TECHNICAL SEMINAR
October 25-26, 2018
EBMUD Pardee Facility

<u>Day</u>	<u>Time</u>	<u>Theme</u>	<u>Attendees</u>	<u>Item</u>	<u>Topic</u>
Thur	8:30 AM		BACWA Members and Staff	<u>Breakfast</u>	
	9:15 AM	BACWA Operational		<u>Financial</u>	
				1 FY 19 Budget	
				2 5 Year Plan	
				-Assumptions for Future Dues/CBC/Nutrient Surcharges	
				3 Consideration of Options for Modifying BACWA Reserve Policy	
				4 Review of Collaborative Relationships	
				5 Classes of Membership	
				7 2019 Calendar	
	10:45 AM	Nutrients - 2nd Watershed Permit		<u>Update and Discussion</u>	
				8 1st WS Permit Status and Schedule	
				-the 4th Group Annual Report	
				-Review of Optimization/Upgrade Brochure	
				9 2nd WS Permit	
				-draft Permit language for Incentivizing Early Actions	
				-establishing a baseline in the 2nd WS Permit	
				- draft Permit Language for the Regional Study	
				-approach for completing Annual Reports	
				-continuation of CMG	
				-schedule	
	Noon			<u>Lunch</u>	
	12:30 PM	Nutrients - 2nd Watershed Permit (con't)			
	1:30 PM	Other Regulatory Issues	Board/ED/Staff/Associates	<u>Update and Discussion</u>	
				10 AIR Issues Discussion	
				-Brief Review of Air Issue from Pre-Pardee Discussion	
				-Finalize Strategy for Future Engagement with BAAQMD	
				-Final agenda for Joint Meeting with WB/BAAQMD	
	2:30 PM			<u>Break</u>	
	3:00 PM			11 Other Regulatory Hot Topics (need to select key topics)	
				-Biosolids Survey	
				-Collection system issues (i.e. blending, PSL, capital projects) in NPDES permits	
				-Ocean Protection Strategy and microplastics	
				-CEC White Paper	
				-ELAP and TNI implementation	
				-Toxicity	
	4:00 PM			12 Engaging the Water Board	
				-summary of topics and positions	
	4:45 PM		WB/D. Senn Arrives	<u>Break for Day</u>	
	6:30 PM		Board/ED/Staff/Associates /WB/D. Senn	<u>Dinner</u>	

Fri	Coordination with WB	BACWA Members/Staff/WB/David S./HDR	<u>Breakfast</u>
8:00 AM			
8:30 AM			<u>Update and Discussion</u> 13 Science Plan Key Updates and Issues -brief update on findings -update on Assessment Framework -Direction over coming years with increased funding
10:30 AM			<u>Break</u>
10:40 AM			14 1st Watershed Permit Compliance -Group Annual Report -Optimization/Upgrade brochure -Water Board Member briefing
12:00 PM			<u>Lunch</u>
12:20 PM			15 2nd WS Permit -Review of Key Tenets -Load Caps and Incentivizing Early Actions -Discussion of Permit Language -Approach and Permit Language for the Regional Study
1:20 PM			16 Chlorine Residual Basin Plan Amendment
1:45 PM			17 Review of the draft of the CEC White Paper
2:00 PM			18 <u>Other Technical/Regulatory Issues</u> -Progress on the Wetlands Policy Update -Collection system requirements (i.e. I/I reduction to reduce blending, PSL, capital projects) in NPDES Permits -Expectations under the Revised Recycled Water Policy -Triennial Review update -Toxicity update -TNI Implementation -Risk Reduction -Climate Change
2:45 PM			<u>Adjourn</u>



B A C W A
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C L E A N W A T E R
A G E N C I E S

Executive Director's August 2018 Report

NUTRIENTS:

Completed a variety of tasks and activities associated with BACWA's interests on nutrients and collaborating with the Water Board including:

- Coordinated with the OP/Upgrade consulting team on administrative issues.
- Coordinated with the NMS Science Manager on presentations, meetings, and key issues on nutrients.
- Held a Nutrient Strategy Team meeting to discuss approaches on watershed permit language to incentivize early actions to reduce nutrients. Provided meeting summary notes to the NST.
- Worked with SFEI to plan for the 34th meeting of the NMS Planning Subcommittee and the 18th meeting of the Steering Committee
- Coordinated with the HDR Project Manager on the schedule and budget for the Op/Upgrade Report brochure and summary presentation to the Water Board.

BACWA BOARD MEETING AND CONFERENCES:

- Worked with staff in preparing for the August Board Meeting including review of the final agenda with the BACWA Chair and coordination with presenters.
- Organized and participated in the August Board Meeting.
- Continued to track all action items to completion.
- Planned for and conducted the August Nutrient Strategy Team meeting.
- Planned for and conducted the bimonthly Joint Meeting with the Water Board followed by a Nutrient Strategy Tem Meeting

ASC/SFEI:

- As the Chair of the Governance Committee, coordinated with the SFEI Executive Director on committee activities.
- Participated in discussions on the approach to updating the organization's strategic plan and submitted comments on the final draft plan.

COLLECTION SYSTEM COMMITTEE:

- Coordinated with the RPM on planning for the next Collection System Committee meeting.
- Coordinated with BACWA staff on the collaborative effort amongst CASA, SCAP and BACWA on review and commenting on the proposed revisions to the SWRCB's SSO WRD and participated in a conference call amongst the stakeholders.



FINANCE:

- Reviewed the monthly BACWA financial reports with the AED.
- Continued coordinating with the AED in closing out the FY 18 financial reports.
- Coordinated with the AED in preparation for sending the FY 19 annual invoices to the BACWA membership.

PERMIT COMMITTEE:

- Coordinated with the RPM for items to agendaize for the next Permit Committee meeting.
- Participated in the August Permit Committee meeting and provided updates on BACWA issues.

COLLABORATIONS:

- Coordinated with CASA Regulatory Program Manager and Executive Director on regulatory issues of mutual concern.
- Coordinated with the Bay Area Biosolids Coalition to discuss a potential role for BACWA in assisting with the administration of the Coalition's activities. Continued serving as contract administrator for a research effort with UC Merced.
- Coordinated with SCAP and their legal team on the next steps on the toxicity lawsuit against EPA
- Represented BACWA at the quarterly meeting of the San Francisco Estuary Partnership Implementation Committee.

AIR COMMITTEE:

- Coordinated with the AIR Committee leadership on current regulatory issues.
- Worked with staff to develop the agenda for the annual joint meeting with the BAAQMD and attended the joint meeting.

WOT:

- Communicated with the BACWWE Executive Committee on the results of the Spring Semester
- Coordinated with Solano Community College in planning for the Fall 2018 BACWWE classes.
- Met with the BayWork group to discuss collaboration between BayWork and BACWWE.



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C L E A N W A T E R
A G E N C I E S

-Represented BACWA/BACWWE on the newly formed EPA Workforce Convening effort to foster collaboration among public agencies in preparing to meet the workforce challenges of the future. -Participated in conference calls to plan for the EPA hosted Workforce Convening event in Washington DC in November.

MANAGER'S ROUNDTABLE

-Planned for the next Bay Area Manager's Roundtable.

ADMINISTRATION:

-Planned for and conducted the monthly BACWA staff meetings to coordinate and prioritize activities.
-Signed off on invoices, reviewed correspondence, prepared for upcoming Board meetings, responded to inquiries on BACWA efforts, oversaw updating of web page and provided general direction to BACWA staff.
-Worked with the RPM in the preparation of the monthly BACWA Bulletin.
-Coordinated with the AED to plan activities and review duties, schedules, and priorities.
-Developed and responded to numerous emails and phone calls as part of the conduct of BACWA business on a day-to-day basis.

MISCELLANEOUS MEETINGS/CALLS:

- BACWA Chair and Committee Chairs on items that arose during the month
- Water Board staff on coordinating the nutrient activities
- other misc calls and inquiries regarding BACWA activities
- participated in coordination calls with the HDR project manager
- responded to Board members requests for information



BACWA ACTION ITEMS

Number	Subject	Task	Deadline	Status
Action Items from August 17, 2018 BACWA Executive Board Meeting				
2018.8-24	Conservation Workshop	update Board on the planned Conservation Workshop in terms of speakers, round table format, etc. (RPM)	8/31/2018	Completed
2018.8-23	Air Issues	Lori will discuss with Petaluma and Brenda Cabral at BAAQMD the importance and desire of BACWA working collaboratively on air issues	8/31/2018	Completed
2018.8-22	Nutrient Strategy Team	BACWA Staff to provide membership update to Executive Board	8/31/2018	Completed
2018.8-21	RMP Technical Committee	Invite Phil Trowbridget to BACWA meeting (ED) November meeting with Rebecca	8/31/2018	Completed
2018.8-20	Wetlands Comments	Create working group to develop Comments by 9/14/18 (RPM)	8/31/2018	Completed
2018.8-19	Other BACWA Reps	Refresh intent & send monthly email to obtain any points of interest for Board (ED/AED)	9/7/2018	Completed
2018.8-18	Other BACWA Reps	Add Water Reuse Master Plan (Bhavani Yerrapotu is new Rep) (AED)	8/31/2018	Completed
2018.8-17	Pre-Pardee Program	Add Chlorine Residual BPA update on game plan & schedule to Program (ED)	8/31/2018	Completed
2018.8-16	Joint WB Meeting Agenda	Update (RPM)	8/20/2018	Completed
2018.8-15	Sept 14, 2018 CMG Meeting	Provide presentation First to EB and Early to CMG Members in preparation for meeting	9/7/2018	Completed
2018.8-14	New Board & CMG Members	Send Outlook invites to new Board Member & new CMG Members (AED)	8/31/2018	Completed
Action Items Remaining from Previous BACWA Executive Board Meetings				
2018.7-02	State level AIR & Water Regulatory conflicts	Take to next meeting of Summit Partners (ED)	9/30/2018	Pending
2018.7-01	BACWA Rep to RMP Tech Comm	Identify additional rep (Nirmela) and request Board approval (ED) put on Nov Agenda	11/30/2018	Pending
2018.3-49	TNI InfoShare Workshop	In about 6 months (RPM)	12/15/2018	Completed
2016.3-61	Membership Policy	Develop policy for out of region agency membership (ED)	12/31/2018	Completed

FY19 22 of 24 Action Items completed
 FY18 66 of 66 Action Items completed
 FY17: 90 of 90 Action Items completed
 FY16: 96 of 97 Action Items completed



DATE	AGENDA
10/25-26/2018	No Board Actions Permitted
Pardee Technical Seminar Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull	
11/16/2018	Consent
Monthly Board Mtg Items due: 11/9 Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull	Previous Board Meeting Minutes (AED) Monthly Financial Report Authorizations & Approvals Approval: Adoption of FY18 Annual Reports Other Business - POLICY/STRATEGIC Discussion: Pardee Debrief & Survey Discussion: Draft Agenda Joint Meeting with WB Discussion: ReNEWIt Industrial Advisory Board Meeting Debrief Discussion: Climate Change Update Other Business - OPERATIONAL Discussion: Annual Meeting Planning Reports Committee Reports (Committee Chairs) Board Reports (Executive Board) ED Report (ED) RPM Report (RPM) Other BACWA Representative Reports
12/?/2018	
Joint Meeting - Water Board Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono	Other Business: Discussions
12/21/2018	Consent
Monthly Board Mtg Items due: 12/14 Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull HOLIDAY LUNCH COMMITTEE APPRECIATION LUNCH	Previous Board Meeting Minutes (AED) Monthly Financial Report Authorizations & Approvals Other Business - POLICY/STRATEGIC Discussion: WB Joint Meeting Debrief Other Business - OPERATIONAL Discussion: Annual Meeting Agenda Discussion: Budget Schedule & Key Issues Reports Committee Reports (Committee Chairs) Board Reports (Executive Board) ED Report (ED)

	RPM Report (RPM) Other BACWA Representative Reports
1/25/2019 Annual Members Mtg Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull	Service & Leadership Recognition RMP & NMS Update EPA, CWRCB, RWCB, Air Dist,
2/15/2019 Monthly Board Mtg Items due: 2/8 Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull	Consent Previous Board Meeting Minutes (AED) Monthly Financial Report Authorizations & Approvals Approval: Other Business - POLICY/STRATEGIC Discussion: Draft Agenda Joint Meeting with WB Other Business - OPERATIONAL Discussion: FY2019 Budget Planning - 1st Draft of FY19 Budget Discussion: Annual Meeting Debrief Reports Committee Reports (Committee Chairs) Board Reports (Executive Board) ED Report (ED) RPM Report (RPM) Other BACWA Representative Reports
3/?/2019 Joint Meeting Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono	Other Business: Discussions
3/15/2019 Monthly Board Mtg Items due: 3/8 Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull	Consent Previous Board Meeting Minutes (AED) Monthly Financial Report Authorizations & Approvals Other Business - POLICY/STRATEGIC Discussion: WB Joint Meeting Debrief Other Business - OPERATIONAL Discussion: Second Draft of FY20 Budget Discussion: Biannual Update on CASA Climate Change Program Reports Committee Reports (Committee Chairs) Board Reports (Executive Board) ED Report (ED) RPM Report (RPM) Other BACWA Representative Reports
4/19/2019 Monthly Board Mtg Items due: 4/12	Consent Previous Board Meeting Minutes (AED) Monthly Financial Report

Schectel, Mitsuddy, White, Zipkin, Henderson
Williams; Fono; Hull

Authorizations & Approvals

Approval: FY20 Budget

Other Business - POLICY/STRATEGIC

Discussion: Draft Agenda Joint Meeting with WB

Other Business - OPERATIONAL

Discussion: Update on BAAQMD Regulations

Discussion: Update on regional and statewide biosolids issues

Discussion: NBWA Conference Debrief

Reports

Committee Reports (Committee Chairs)

Board Reports (Executive Board)

ED Report (ED)

RPM Report (RPM)

Other BACWA Representative Reports

5/?/2019

Joint Meeting - Water Board

Schectel, Mitsuddy, White, Zipkin, Henderson
Williams; Fono

Other Business: Discussions

5/17/2019

Monthly Board Mtg

Items due: 5/10

Schectel, Mitsuddy, White, Zipkin, Henderson
Williams; Fono; Hull

Consent

Previous Board Meeting Minutes (AED)

Monthly Financial Report

Authorizations & Approvals

Approval: FY19 Staff Consulting Amendments/Agreements

Approval: Officers: Chair & Vice-Chair FY19

Authorization (ED): Legal & IT Support Amendments FY19

Other Business - POLICY/STRATEGIC

Discussion: Water Board Jt Mtg Draft Agenda

Discussion: CEC Update

Discussion: Update on regional and statewide biosolids issues

Other Business - OPERATIONAL

Reports

Committee Reports (Committee Chairs)

Board Reports (Executive Board)

ED Report (ED)

RPM Report (RPM)

Other BACWA Representative Reports

6/21/2019

Monthly Board Mtg

Items due: 6/14

Schectel, Mitsuddy, White, Zipkin, Henderson
Williams; Fono; Hull

Consent

Previous Board Meeting Minutes (AED)

Monthly Financial Report

Authorizations & Approvals

Approval: FY19 Agreements

Approval: Confirm BACWA Rep to ASC/SFEI Jt Board

Other Business - POLICY/STRATEGIC

Discussion: WB Joint Meeting Debrief

Other Business - OPERATIONAL

Discussion: BAAQMD Annual Meeting Draft Agenda

Discussion: CPSC Update

Reports

Committee Reports (Committee Chairs)

Board Reports (Executive Board)

ED Report (ED)

RPM Report (RPM)

Other BACWA Representative Reports

7/19/2019

Consent

Monthly Board Mtg

Items due: 7/12

Schectel, Mitsuddy, White, Zipkin, Henderson

Williams; Fono; Hull

Previous Board Meeting Minutes (AED)

Monthly Financial Report

Authorizations & Approvals

Approval: Annual Nutrient WS Payment

Approval: FY20 Agreements

Other Business - POLICY/STRATEGIC

Discussion: Water Board Jt Mtg Draft Agenda

Discussion: Draft Agenda Pre-Pardee Technical Seminar

Discussion: Risk Reduction Update

Other Business - OPERATIONAL

Discussion:

Reports

Committee Reports (Committee Chairs)

Board Reports (Executive Board)

ED Report (ED)

RPM Report (RPM)

Other BACWA Representative Reports

8/16/2019

Consent

Monthly Board Mtg

Items due: 8/9

Schectel, Mitsuddy, White, Zipkin, Henderson

Williams; Fono; Hull

Previous Board Meeting Minutes (AED)

Monthly Financial Report

Authorizations & Approvals

Approval: BACWA Biennial Conflict of Interest Code Review

Other Business - POLICY/STRATEGIC

Discussion: Water Board Jt Mtg Draft Agenda

Discussion: Draft Agenda & Schedule Pre & Pardee Technical Seminar

Discussion: Membrane Aerated Biofilm Reactor (MABR) Research

Discussion: RMP & NMS Update (Phil Trowbridge/David Senn)

Other Business - OPERATIONAL

Discussion: Options for Supporting the Bay Area Biosolids Coalition

Reports

Committee Reports (Committee Chairs)

Board Reports (Executive Board)

ED Report (ED)

RPM Report (RPM)

Other BACWA Representative Reports

8/?/2019

Joint Meeting - Water Board

Schectel, Mitsuddy, White, Zipkin, Henderson

Williams; Fono

Other Business: Discussions**9/20/2019** **Consent****Monthly Board Mtg**

Items due: 9/13

Schectel, Mitsuddy, White, Zipkin, Henderson

Williams; Fono; Hull

Previous Board Meeting Minutes (AED)

Monthly Financial Report

Authorizations & Approvals

Approval:

Other Business - POLICY/STRATEGIC

Discussion: Draft Agenda Pardee Technical Seminar

Discussion: Annual Meeting Planning

Discussion: Update on CASA Climate Change Program (Short Meeting)

Other Business - OPERATIONAL**Reports**

Committee Reports (Committee Chairs)

Board Reports (Executive Board)

ED Report (ED)

RPM Report (RPM)

Other BACWA Representative Reports

9/20/2019 **No Board Actions Permitted****Pre-Pardee Seminar**

Schectel, Mitsuddy, White, Zipkin, Henderson

Williams; Fono; Hull

***CURRENTLY UNSCHEDULED &
SIGNIFICANT****** Suggestions for Monthly Meeting Guest Speakers/Presenters: i.e. Jim
McGrath, State Water Board**



Regulatory Program Manager's Report to the Board

August 2018

NUTRIENTS: Attended NST meetings on 8/17 and 8/23. Uploaded 2015 Nutrient Questionnaire data files from HDR to BACWA's Box account. Reviewed ReNUWIt article on Nutrient Management Decision Making.

BACWA BULLETIN: Distributed August Bulletin. Drafted September Bulletin.

HG/PCBs: Received proposals from two community based organizations. Drafted BAR for contract with APA family support services. Discussed beneficial use designation with CASA.

WETLANDS: Drafted BACWA talking points for 8/14 Regional Water Board wetlands policy meeting, and attended meeting. Drafted outline for BACWA comment letter and held conference call for BACWA wetlands workgroup to get feedback. Worked with member agencies to get information about proposed projects.

CECs: Met with RMP staff to develop list of factors to consider for POTW representation in CECs studies. Shared list with Permits Committee and Regional Water Board. Began to collect data on source water. Watched EPA webinar on PFAS.

LOW FLOWS WORKSHOP: Worked with consultants and PPIC to plan Unintended Consequences of Conservation Workshop. Set up registration and sent invite to committees.

COMMITTEE SUPPORT:

AIR – Attended annual meeting with BAAQMD staff. Discussed Annual meeting agenda, and future joint meeting with Water Board and Air District.

BAPPG – Attended meeting, drafted notes and Board Report. Updated baywise.org at direction of website subcommittee.

Biosolids – Solicited responses to Biosolids Survey. Developed BAR for committee request to fund research into biosolids use in fire ravaged lands.

Collection Systems – Reviewed CASA SSS WDR redlines and participated in conference call. Attended committee meeting and drafted Board report.

Laboratory – Attended meeting and drafted Board report. Developed survey for committee support of signing onto SCAP letter on dual accreditation.

O&M Infoshare – Finalized meeting topic survey. Drafted meeting agenda and attended meeting.

Permits – Developed agenda, and participated in meeting. Drafted Board Report. Reviewed member TOs.

Recycled Water – Discussed satellite facility permitting with RWB staff. Drafted Board Report. Worked on Recycled Water Survey report.

Executive Board – Prepared for and attended Executive Board meeting. Edited action items and meeting minutes. Finalized agenda for 8/23 joint meeting with Regional Water Board and attended meeting.

ADMINISTRATION/STAFF MEETING – Managed committee Google Groups. Updated documents on website. Met with BACWA staff for planning and BACWA operations. Finalized FY18 BACWA Annual Report.

MEETINGS ATTENDED: BAPPG (8/1), Staff meeting (8/1), BACWA Collection Systems Committee (8/2), AIR Committee meeting with BAAQMD (8/6), Permits Committee (8/7), Lab Committee (8/8), Wetlands Workshop (8/14), CASA SSS WDR Call (8/15), Executive Board meeting (8/17), NST meeting (8/17), Joint meeting with RWB (8/23), EPA Webinar on PFAS (8/28), O&M Infoshare (8/29), CASA Conf Call on OPC goals (8/30), BACWA Wetlands Workgroup Call (8/31).