



**BACWA**  
**BAY AREA**  
**CLEAN WATER**  
**AGENCIES**

**Executive Board Meeting**  
**AGENDA**  
**Friday, July 19, 2019, 9:00 a.m. –**  
**12:30 p.m.**  
**EBMUD, 2nd Floor Large Training**

<u>Agenda Item</u>	<u>Time</u>	<u>Page</u>
<b>ROLL CALL AND INTRODUCTIONS</b>	<b>9:00 AM</b>	
<b>PUBLIC COMMENT</b>	<b>9:03 AM</b>	
<b>CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER</b>	<b>9:04 AM</b>	
<b>CONSENT CALENDAR</b>	<b>9:05 AM</b>	
1 June 21, 2019 BACWA Executive Board Meeting Minutes		3-11
2 May 2019 Treasurer's Reports		12-21
<b>APPROVALS &amp; AUTHORIZATIONS</b>	<b>9:06 AM</b>	
3 <u>Approval</u> : Amendments to Executive Director and Regulatory Program Manager Contracts		22-44
4 <u>Approval</u> : FY20 SGA Contract for BAPPG Support		45-49
5 <u>Approval</u> : FY20 SRT Contract for Support of Bay Area Biosolids Coalition Communications		50-55
6 <u>Approval</u> : Contract with HDR for Report on Nutrient Discharge Reduction by Recycled Water		56-67
<b>OTHER BUSINESS - POLICY/STRATEGIC</b>	<b>9:10 AM</b>	
7 <u>Discussion</u> : Nutrients		
a. Regulatory		
i. Debrief from Nature Based Solutions Study kickoff meeting		68-73
ii. Update on Recycled Water Report		
iii. Invoice for \$2M for NMS Scientific Investigations		
b. Technical		
i. Challenges to Addressed Prior to Adoption of the 3rd Watershed Permit		
c. Governance		
i. Planning Subcommittee Meeting #39 debrief		74
8 <u>Discussion</u> : Biosolids Update		
9 <u>Discussion</u> : PFAS Policy and Science concerns and legislative Update		75-76
10 <u>Discussion</u> : Chlorine residual Basin Plan update		
11 <u>Discussion</u> : Debrief from 7/18 meeting with Regional Water Board		77
12 <u>Discussion</u> : Toxicity Update	<a href="#">link</a>	
13 <u>Discussion</u> : Planning for Engagement in Future Microplastics Discussions	<a href="#">link</a>	78-79
14 <u>Discussion</u> : Draft agenda for the Pardee Technical Seminar		80-81
15 <u>Discussion</u> : Enterococcus Sampling Program Update		82-84
16 <u>Discussion</u> : Next Steps in the Water Board Efforts to Implement Bacterial Objectives		85-87
<b>OTHER BUSINESS - OPERATIONAL</b>	<b>10:45 AM</b>	
17 <u>Discussion</u> : Alternatives for Funding the 5 Year Plan		
18 <u>Discussion</u> : California Water Quality Monitoring Council Representatives		88-92
19 <u>Discussion</u> : Update on Assistant Executive Director Recruitment		93-95
20 <u>Discussion</u> : Updating the Sewer Rate Survey	<a href="#">link</a>	
21 <u>Discussion</u> : Administrative Support for the Bay Area Chemical Consortium		96-103
22 <u>Discussion</u> : State of the Estuary Biannual Conference Update		104-107
23 <u>Discussion</u> : BACWA Participation in Envision	<a href="#">link</a>	
24 <u>Discussion</u> : Update on Audit of Internal Controls		108-110
<b>REPORTS</b>	<b>12:10 PM</b>	
25 Committee Reports		111
26 Member Highlights		
27 Executive Director Report		112-121

28	Regulatory Program Manager Report			122
29	Other BACWA Representative Reports			
	a. RMP Technical Committee	Mary Lou Esparza, Nirmela Arsem	<a href="#">link</a>	
	b. RMP Steering Committee	Karin North; Leah Walker; Eric Dunlavy		
	c. Summit Partners	Dave Williams; Lori Schectel		
	d. ASC/SFEI	Dave Williams; Amit Mutsuddy; Karin North		
	e. Nutrient Governance Steering Committee	Eric Dunlavy; Eileen White; Lori Schectel		
	e.i Nutrient Planning Subgroup	Eric Dunlavy		
	e.ii NMS Technical Workgroup	Eric Dunlavy		
	f. SWRCB Nutrient SAG	Dave Williams		
	g. NACWA Taskforce on Dental Amalgam	Tim Potter		
	h. BAIRWMP	Cheryl Munoz; Linda Hu; Dave Williams		123
	i. NACWA Emerging Contaminants	Karin North; Melody LaBella		
	j. CASA State Legislative Committee	Lori Schectel		
	k. CASA Regulatory Workgroup	Lorien Fono	<a href="#">link</a>	
	l. ReNUWIt	Jackie Zipkin; Karin North		
	m. RMP Microplastics Liaison	Nirmela Arsem		
	n. AWT Certification Committee	Maura Bonnarens,		
	o. Bay Area Regional Reliability Project	Eileen White,		
	p. WaterReuse Working Group	Cheryl Munoz;		
	q. San Francisco Estuary Partnership	Eileen White; Dave Williams		
	r. CPSC Policy Education Advisory Committee	Coleen Henry		
	s. California Ocean Protection Council	Lorien Fono		
	t. Countywide Water Reuse Master Plan	Karin North		
	u. BayCAN	Dave Williams, Lorien Fono	<a href="#">link</a>	
30 SUGGESTIONS FOR FUTURE AGENDA ITEMS			12:27 PM	
NEXT MEETING			12:28 PM	
The next regular meeting of the Board is scheduled for August 16, 2019 from 9:00 am to 2:00 pm at SFPUC, 13th Floor, Hetch Hetchy Room, 525 Golden Gate Ave, San Francisco, CA.				
ADJOURNMENT			12:30 PM	



## Executive Board Meeting Minutes

June 21, 2019

### ROLL CALL AND INTRODUCTIONS

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

### Other Attendees:

<u>Name</u>	<u>Agency/Company</u>
Eric Dunlavey	San Jose
Amanda Roa	Delta Diablo
Jim Graydon	Woodard and Curran
Tom Hall	EOA
David Williams	BACWA
Lorien Fono	BACWA
Karin North	City of Palo Alto
David Senn	SFEI

### PUBLIC COMMENT

None.

**CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER** – The Executive Director asked if anyone wished to take an item out of order or if any BACWA Representative wished to present a report or request BACWA direction on an issue out of order. Item 25 was taken between items 3 and 4 to accommodate the schedule for the representative from DSRSD.

### CONSENT CALENDAR

1. Item 1 - Public Employee Discipline/Dismissal/Release Gov't Code 94957(b)(1). The Executive Board met in closed session. There was no report-out.
2. May 17, 2019, BACWA Executive Board Meeting Minutes – The approved minutes will be posted on the BACWA website.
3. February 2019 Treasurer's Reports and Financial Summary – A Financial Summary Report, along with Treasurer's Reports for April 19, 2019, were included in the Packet. A copy of the FY19 Budget as of April 33, 2019, (83.3% 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.

**Consent Calendar items 2 and 3:** A motion to approve was made by Amit Mutsuddy and seconded by Eileen White. The motion was approved unanimously.

## **APPROVALS & AUTHORIZATIONS**

**4.** Approval: Chair Authorization to Amend HDR Contract to update Group Annual Report – item pulled from agenda.

**5.** Approval: Extension of Biosolids Research Contract with Dr. Ryals. The ED described the no-cost extension of the contract with Dr. Ryals at UC Merced to complete the biosolids research that was begun in FY19. The FY19 Contract was included in the packet

***Item 5.** A motion to approve was made by Amy Chastain and seconded by Jackie Zipkin. The motion was approved unanimously.*

**6.** Approval: Extension of Chlorine Residual BPA Contract with EOA. The ED described the no-cost extension to the Contract with EOA. The original contract expires June 30, 2019, and the extension would go to June 30, 2020. There was a question about amending the contract in the future for additional work in the future. However, BACWA needs feedback about level of effort and timing for additional work, as well as coordination with the Regional Water Board.

***Item 6.** A motion to approve, was made by Eileen White and seconded by Amit Mutsuddy. The motion was approved unanimously.*

**7.** Approval: Approval of Contract with Carollo Engineers for FY20 AIR Committee Support. Carollo was selected through a competitive process to continue to provide support for the AIR Committee. A new contract and Scope of Work for FY 20 were included in the packet.

***Item 7.** A motion to approve, was made by Jackie Zipkin and seconded by Amit Mutsuddy. The motion was approved unanimously.*

**8.** Approval: FY20 Staff Consulting Amendments/Agreements. Extensions to the ED and RMP contracts for FY20 were included in the packet.

***Item 8.** A motion to approve, was made by Eileen White and seconded by Jackie Zipkin. The motion was approved unanimously.*

**9.** Approval: TDC Environmental, LLC FY20 Consulting Agreement Amendment for BAPPG Support. This is the first of four optional 1-year amendments to the contract for Pesticides regulatory support first entered into in FY19. The FY19 contract as well as an updated Scope of

Work were included in the packet. It was noted that there was an error in the BAR that the original contract was adopted June 15, 2018, not June 15, 2019 as written.

**Item 9.** A motion to approve, was made by Amy Chastain and seconded by Jackie Zipkin. The motion was approved unanimously.

**10.** Approval: Stephanie Hughes Consulting Agreement Amendment for BAPPG Support. This is the first of four optional 1-year amendments to the contract for Pesticides regulatory support first entered into in FY19. The FY19 contract as well as an updated Scope of Work were included in the packet.

**Item 10.** A motion to approve, was made by Jackie Zipkin and seconded by Eileen White. The motion was approved unanimously.

**11.** Approval: Selection of BACWA Chair & Vice-Chair for FY20

**Item 11.** A nomination of Lori Schectel for Chair was made by Amy Chastain and seconded by Amit Mutsuddy. A nomination of Amit Mutsuddy for Vice-Chair was made by Lori Schectel and seconded by Eileen White. Both nominations were approved unanimously.

## **OTHER BUSINESS-POLICY/STRATEGIC**

**Agenda Item 12 – Discussion: Nutrients**

**a. Regulatory**

- i. Nutrient Removal by Water Recycling – A [link](#) to the Request for proposals was provided in the packet. The deadline for proposals is June 28. A selection committee made up of BACWA staff, a BACWA Board member, and Recycled Water Committee leadership will decide to either choose a team based on the strength of the written proposal, or to conduct interviews with the proposing teams.
- ii. Nature Based Solutions Kickoff meeting – The ED and RPM had a pre-kickoff call with SFEI. Over the course of the project, SFEI will conduct quarterly meetings with the oversight group. However, there will be three meetings prior to the submission of the Scoping and Evaluation Plan on December 1, 2019. Members that are not officially part of the contract management group are welcome to attend meetings. Palo Alto requested that they be added to the group.
- iii. Group Annual Reporting Worksheet – HDR presented the reporting worksheet, provided at this link, to the permits and lab committees. The worksheet covers the period from the permit's effective date, July 1, 2019, through the end of the water

year, September 30, 2019. An updated worksheet for the Oct 1 2019 to Sept 30 2020 water year will be provided in October 2019.

- b. Technical Work
  - i. Update on the Nutrient Management Strategy Science Plan – provided as [link](#) in the packet and handouts. The Science Manager provided an update on the Science Plan and proposed funding allocation for different projects. See [link](#) for presentation. There was a discussion about continued USGS support for SF Bay monitoring. Their budget from the Federal Government is unlikely to be cut, therefore continued support for our region depends on USGS internal management decisions. Support for the NMS from the RMP is minimal this year, and BACWA representatives to the TRC will advocate for more funding, and for directing SEP funds to nutrient projects.
  - ii. Advance Funding for the Science Program – There was a discussion about the value of providing a larger share of the 5-year total of \$11M that BACWA is obligated to spend on the NMS, in the first few years of the permit. The intent would be to accelerate the pace of the science program so that scientific results would inform management decisions when negotiating the third watershed permit in 2023.
- c. Governance Structure –
  - i. Debrief from May 2019 Nutrient technical Workgroup meeting – There was a discussion about which studies will be funded.
  - ii. Nutrient Management Strategy Steering Committee Meeting #21. – The 2020 Program Plan (per 12.b.i, above) was the main topic of discussion at the meeting.

**Agenda Item 13** - Discussion: Progress Report on the Chlorine Residual Basin Plan Amendment- Tom Hall reported that the effort is moving along well. There still needs to be interaction with Water board staff about whether to package other changes to Oil and Grease monitoring, and Bacterial Objectives for REC-1 Use in the Basin Plan Amendment. The Water Board needs to determine whether it is more efficient to do one or two Amendments. A Board member expressed concern about timing of packaging all the items together. The actual edits to the Basin Plan are not work-intensive, but the supporting information for the Staff Report could take a lot of resources. Key Water Board staff are going to be experiencing increased workload shortly, so wrapping up this effort quickly is important. Water Board staff in the Planning Division will be invited to participate at the next Joint Meeting with the Water Board.

**Agenda Item 14** - Discussion: Debrief from Joint Meeting with the Water Board on 5/20/19 – The ED gave an overview of the summary that was included in the packet.

**Agenda Item 15** - Discussion: Draft agenda for Joint Meeting with the Water Board on 7/18/19. The ED gave a summary of the draft agenda. The RPM noted that it includes an agenda item to discuss the recent Tentative Order for SSF/San Bruno that includes a requirement to adopt a private sewer lateral ordinance in exchange for continued bypass approval.

Agenda **Item 16** -Discussion: Debrief from SFEI Microplastics Workgroup Meeting on 5/22. There was a summary of the materials in the packet, including a BACWA talking points summary, the discussion on moving microplastics to the “moderate concern” level of the tiered risk framework for CECs, the draft Policy document from 5Gyres, as well as the meeting summary provided by [link](#) in the agenda. The Board requested that BAPPG take the lead in developing a BACWA Fact Sheet on Microplastics.

Agenda **Item 17** - Discussion: State Water Resources Control Board Toxicity Provisions Update. Material from CASA’s meetings with State Water Board members was included as a [link](#). The RPM gave an update on the State Water Board’s schedule for adopting the Provisions.

Agenda **Item 18** - Discussion: SSS WDR Listening Session Summary. The RPM gave a brief summary of the Water Board’s response to the Workshop listening sessions, and noted that CASA and the Water Board had met with the NGO community to find common ground.

Agenda **Item 19** - Discussion: Enterococcus sampling proposal – The ED gave an overview of the status of the proposal. Sampling will be conducted by SFPUC staff. The analysis will be conducted by Cel Analytical.

Agenda **Item 20** - Discussion: Update on Ethoxylated Surfactant study – The ED gave an update on the study. SFEI would like to recruit 8 volunteers based on a diversity of treatment processes and location. BACWA staff worked with SFEI and the Water Board on a process to select potential facilities. BACWA will help contact potential volunteers, identified by SFEI staff. An email was included in the packet addressing POTW volunteer selection.

## **OTHER BUSINESS-OPERATIONAL**

Agenda **Item 21**- Discussion: Basis for Nutrient Surcharge in FY21 – The RPM presented a spreadsheet showing different alternatives for timeframes that will serve as the three-year rolling average for the nutrient surcharge for FY21. The Board agreed to use the most recent three years of data available. The ED then asked whether we should reduce the surcharge in FY21, or should we draw down reserves beginning this fiscal year. There was a discussion about the appropriate level of reserves. The ED will develop options for surcharge versus reserves spending over the permit term.

Agenda **Item 22** - Discussion: Short Term Utility Fire Prevention Power Outages – PG&E has been holding meetings about their plan to cut off power during high wind/high heat/low humidity periods. If conditions are in Tier 2 or 3 fire danger, PG&E will shut down power to the grid, including hospitals, utilities. They will be shutting down transmission lines which will impact people further afield from the fire danger areas. Some facilities are required to have backup power. It takes days to restart a power grid, and there are concerns that PG&E has inadequate plans for emergency facilities. BACWA could work to identify vulnerable plants, and

discuss public health impacts. We will revisit this item on future agendas.

Agenda **Item 23** - Discussion: State of the estuary Conference Agenda – The conference is looking for a moderator on the nutrient session. A Board member volunteered.

Agenda **Item 24** Discussion: Representative for ReNUWIt Stormwater meeting July 25/26 – They are looking for a representative to discuss stormwater use and capture at their planning meeting. Emails about this request were provided in the packet. A Board member volunteered.

Agenda **Item 25** - Discussion: Consideration of Support for the Bay Area Chemical Consortium – ED noted the documents in the packet and provided via link. He gave a history of BACC, the number of participant agencies and chemicals purchased by a group buy. DSRSD has been the administrator for this effort, and is asking BACWA to take over the administration, which involves putting together bid documents. The effort is logged by DSRSD and then reimbursed by participating agencies. The effort would be 300-400 hours per year for mainly administrative time. A Board member suggested adding chemical price trends, and adding additional chemicals. DSRSD noted they've saved approximately \$1M over 9 years from their participation in the program. The total cost from last year for the administration was \$35K, divided by 72 agencies. There was concern expressed that BACWA take this on when many of the participants in BACC aren't BACWA members. This process would begin in October 2019. This will be brought back to the July Executive Board meeting as an action.

Agenda **Item 26** - Discussion: Recruitment for BACWA Administrative Support – BACWA is moving forward with recruitment and CCCSD's HR department will assist.

Agenda **Item 27** - Discussion: Fire Reclamation Study Advisor – CASA is looking for participants from the agencies funding the biosolids fire reclamation study to serve on their advisory committee. Emails about this request were provided in the packet. The ED will ask staff from SFPUC, or extend the invitation to BABC.

Agenda **Item 28** - Discussion: BACWA speaker for Regional Monitoring Program Annual meeting – There was a discussion about options for the wastewater segment at the meeting. A BACWA Board member may give a history of wastewater. Someone from the Sedlak lab could give a presentation on contaminant removal through the RMP. A Board member volunteered to moderate the session.

Agenda **Item 29** - Discussion: Pre-Pardee planning – The ED gave a status update on key issues that face BACWA this summer. The consensus was to hold a regular meeting but to end later and order lunch to cover more items with less rush.

Agenda **Item 30** - Discussion: Public Policy Institute of California Request for Support – They are asking for regular annual support. Material related to this request was provided in the packet.



The Board declined to offer support, since much of their work doesn't have a clear wastewater nexus.

Agenda **Item 31** - Discussion: Committee Succession Plan – A list of committee leadership was provided in the packet. There was a discussion about providing staff to fill vacant leadership positions.

Agenda **Item 32** - Discussion: Meeting Schedule for FY20 – A schedule was included in the packet.

## REPORTS

Agenda **Item 33** – Committee Reports – BACWA Committee Reports were included in the Packet.

AIR Committee: No meeting

BAPPG Committee: A report from the June 5, 2019 meeting was included in the packet.

Biosolids Committee: Committee on hiatus, and will be removed from this list in the future until the committee chooses to restart activities.

Collections Committee: No meeting.

Lab Committee: A report from the June 11, 2019 meeting was included in the Packet.

Operations & Maintenance – InfoShare Group: No meeting

Permits Committee: A report from the June 11, 2019 meeting was included in the Packet.

Pretreatment Committee: No meeting.

Recycled Water Committee: A report from the May 21, 2019 meeting was included in the Packet.

Agenda **Item 34** - 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.

## Members :

**CCCS**D: Central San will receive an SRF loan for \$90 million to fund the construction of a solids handling facility. This loan is expected to save the agency \$20M. Lori Schectel will be making a presentation on collaborative decision making at the July 24 WEF Nutrient Symposium.

Agenda **Item 35** - The **Executive Director's (ED) Report** for May 2019 along with the Board Calendar, and BACWA Action Items, were included in the Packet. It was noted that 101 of 105 action items from FY19 have been completed.

Agenda **Item 36** - The **Regulatory Program Manager (RPM) Report** for May 2019 was included in the Packet.

Agenda **Item 37 - 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, Nirmela Arsem – No report.
- b. RMP Steering Committee: Karin North; Leah Walker; Eric Dunlavy – No report
- c. Summit Partners: Dave Williams; Lori Schectel – No report.
- d. ASC/SFEI: Eileen White; Dave Williams; Amit Mutsuddy; Karin North – A [link](#) was provided in the packet to the 2019-2024 Strategic Plan.
- e. Nutrient Governance Steering Committee: Eric Dunlavy; Eileen White; Lori Schectel; Jacqueline Zipkin – No report.
  - i. Nutrient Planning Subgroup: Eric Dunlavy
  - ii. NMS Technical Workgroup: Eric Dunlavy
- f. SWRCB Nutrient SAG: Dave Williams – No report.
- g. NACWA Taskforce on Dental Amalgam: Tim Potter – No report.
- h. BAIRWMP: Cheryl Munoz, Linda Hu, Dave Williams – A Committee Meeting Summary Report from March 25, 2019 was included in the Packet.
- i. NACWA Emerging Contaminants: Karin North, Melody La Bella – No report
- j. CASA State Legislative Committee: Lori Schectel – No report.
- k. CASA Regulatory Workgroup – Lorien Fono – No report
- l. ReNUWIt: Jackie Zipkin; Karin North – No report.
- m. RMP Microplastics Liaison: Nirmela Arsem – No report.
- n. AWT Certification Committee: Maura Bonnarens – No report.
- o. Bay Area Regional Reliability Project: Eileen White– No report
- p. WaterReuse Working Group: Cheryl Munoz – No report.
- q. San Francisco Estuary Partnership – Eileen White; Dave Williams – No report
- r. CPSC Policy Education Advisory Committee – Doug Dattawalker – No report.
- s. California Ocean Protection Council – Lorien Fono – No report.
- t. Countywide Water Reuse Master Plan - Karin North; Pedro Hernandez – No report.
- u. BayCAN: Bay Area Climate Adaptation Network - David R. Williams; Lorien Fono – No report – SLR adaptation in Marin presentation was provided as a [link](#) in the packet.
- v. CHARG: Coastal Hazards Adaptation Resiliency Group – Jacqueline Zipkin – No report.

Agenda **Item 38 - SUGGESTIONS FOR FUTURE AGENDA ITEMS.** None.

**ANNOUNCEMENTS:** The next regular meeting of the Board is scheduled for July 19, 2019 from 9:00 am to 12:30 pm at EBMUD, 2nd Floor Large Training Room, 375 11th Street, Oakland, CA.

To receive a copy of any materials provided to the Board at a BACWA Executive Board meeting contact Lorien Fono at [lfono@bacwa.org](mailto:lfono@bacwa.org).

The meeting adjourned at. 12:48



## MONTHLY FINANCIAL SUMMARY REPORT May 2019

### **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 contract staff, its committees, and other administrative needs. The ending fund balance on May 31, 2019 was \$ 1,292,534 which is significantly higher than the target reserve of \$191,875 which is intended to cover 3 months of normal operating expenses based on the BACWA FY19 Budget. \$115,274 of the ending fund balance is shown on the May 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 contract staff support. This leaves an actual unobligated excess funds of \$985,384 (i.e. actual fund balance of \$1,177,259 less target reserves) as of May 31, 2019. As the details of the costs of the various regulatory requirements included in the next Nutrient Watershed Permit become better defined, 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 May 31, 2019 was \$1,956,950 which is significantly higher than the target reserve of \$1,000,000 which was approved by the BACWA Executive Board on December 21, 2018. \$281,291 of the ending balance is obligated to meet line item expenses for completion of the Group Annual Report contract, the Chlorine Residual BPA work, and for technical support. This leaves actual unobligated excess funds of \$675,658 (i.e. actual fund balance of \$1,675,658 less target reserves) as of May 31, 2019. Total Disbursements for FY19 from the CBC Fund include the Nutrient Voluntary Contribution of \$200,000 and the Nutrient Watershed Permit payment of \$880,000. In addition, an unscheduled advance payment of \$200,000 was made in December 2018 towards the FY20 Nutrient Watershed Permit requirement. As the strategy to fund compliance with the 2<sup>nd</sup> Nutrient Watershed Permit becomes better defined, 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. If needed, transfers can be made between the BACWA Fund and the CBC Fund in order to ensure adequate funds are available to complete all the work designated to be paid for by these two funds. It is 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 May 31, 2019, 2018 (91.7% of the FY) are at 104.1% due primarily to timing of invoices, and to higher interest rates. The FY19 BACWA invoices were sent at the end of July 2018 and the end of August 2018 and all invoiced dues and fees have been received.



MONTHLY FINANCIAL SUMMARY REPORT  
May 2019

Overall Expenses as of May 31, 2019 (91.791.7% of the FY) are at 99.37% due to the timing of the Nutrient Surcharge payments required by the 1<sup>st</sup> Nutrient Watershed Permit, voluntary contributions to support additional science, and an advance payment for FY20 nutrient science funding. Additionally, BACWA is serving as an administrator for Biosolids & Climate Change Research in Agricultural Soils Project, which is an unbudgeted expense for which \$30k was received in FY18.

Those needing additional explanation (i.e. either 10% over or under budget) are:

Administration: This category is 53.52% expended at 91.791.7% of the FY due to the timing of invoices.

Communication: This category is 56.75% expended at 91.791.7% of the FY due primarily to timing of invoices and lower than budgeted expenditures on website development and maintenance and IT support.

Legal: This category is 15.70% expended at 91.7% of the FY due to little need for legal support to date.

Committees: This category is 55.80% expended at 91.7% of the FY due to timing of invoices, and some committees not making use of planned budgets.

Technical Support: This category is 106.88% expended at 91.7% of the FY due to the timing of the payments for funding nutrient scientific program.

**NOTE:** An Alternative Investment in the amount of \$300,000 purchased in December 2018 was called in January 2019. It will be replaced, but LAIF rates continue to be higher than Alternative Investments since the yield curve is negative out to 7 years.



91.7% of  
Budget

<u>BACWA FY19 BUDGET</u>	<u>Line Item Description</u>	<u>FY 2019 Budget</u>	<u>Actuals May 2019</u>	<u>Actual % of Budget May 2019</u>	<u>Variance</u>	<u>NOTES</u>
<b>REVENUES &amp; FUNDING</b>						
<b>Dues</b>	Principals' Contributions	\$496,837	\$496,835	100.00%	-\$2	FY19: 2% increase. (Diff due to rounding error)
	Associate & Affiliate Contributions	\$182,144	\$183,035	100.49%	\$891	FY19: 2% increase. Assoc: \$8,090; Affiliate: \$1,600. 1 Coll Syst cancelled, 1 new Member
<b>Fees</b>	Clean Bay Collaborative	\$675,000	\$674,250	99.89%	-\$750	Prin: \$450,000; Assoc/Affil: \$225,000
	Nutrient Surcharge	\$800,000	\$799,998	100.00%	-\$2	Prin: \$533,335; Assoc/Affil: \$266,673
	Member Voluntary Nutrient Contributions	\$0	\$0		\$0	
<b>Other Receipts</b>	AIR Non-Member	\$6,800	\$6,800	100.00%	\$0	FY19: 5% increase (Santa Rosa)
	BAPPG Non-Members	\$3,800	\$3,801	100.03%	\$1	FY19: 2% increase (Sta Rosa, Sac Reg'l, Vacaville)
	Other	\$0	\$55,000		\$55,000	Biosolids & Climate Change Research in Agricultural Soils Project (Addl \$30k received in FY18)
<b>Fund Transfer</b>	Special Program Admin Fees	\$5,000	\$5,000	100.00%	\$0	FY19: BACWWE increase in FY19, may include Prop 84 Admin Fees for FY16, FY17, FY18, FY19 when closed out
<b>Interest Income</b>	LAIF	\$20,000	\$50,991	254.96%	\$30,991	BACWA, Legal, & CBC Funds invested in LAIF
	Higher Yield Investments	\$9,000	\$13,001	144.46%	\$4,001	Alternative Investment Interest (Legal & CBC Funds invested in AltInv)
	<b>Total Revenue</b>	<b>\$2,198,581</b>	<b>\$2,288,711</b>	<b>104.10%</b>	<b>\$90,130</b>	
<b>BACWA FY18 BUDGET</b>						
	<u>Line Item Description</u>	<u>FY 2019 Budget</u>	<u>Actuals May 2019</u>	<u>Actual % of Budget May 2019</u>	<u>Variance</u>	<u>NOTES</u>
<b>EXPENSES</b>						
<b>Labor</b>						
	Executive Director	\$201,682	\$184,875	91.67%	-\$16,807	2.9% CPI (SF/Oakland/San Jose Metro Area Dec 2017)
	Assistant Executive Director	\$90,526	\$77,323	85.42%	-\$13,203	2.9% CPI (SF/Oakland/San Jose Metro Area Dec 2017)
	Regulatory Program Manager	\$119,815	\$97,048	81.00%	-\$22,767	2.9% CPI (SF/Oakland/San Jose Metro Area Dec 2017)
	<b>Total</b>	<b>\$412,023</b>	<b>\$359,246</b>	<b>87.19%</b>	<b>-\$52,777</b>	
<b>Administration</b>						
	EBMUD Financial Services	\$40,800	\$20,873	51.16%	-\$19,927	FY19: 2% increase
	Auditing Services (Maze)	\$6,426	-\$67	-1.04%	-\$6,493	FY19: \$6,300 Accrued from FY18 to FY19, less \$1,870, \$3,740 & \$623 paid for FY18
	Administrative Expenses	\$7,650	\$6,625	86.61%	-\$1,025	Travel, Supplies, Parking, Mileage, Tolls, Misc.
	Insurance	\$4,590	\$4,393	95.71%	-\$197	FY19: 2% increase
	<b>Total</b>	<b>\$59,466</b>	<b>\$31,824</b>	<b>53.52%</b>	<b>-\$27,642</b>	
<b>Meetings</b>						
	EB Meetings	\$2,550	\$1,702	66.75%	-\$848	FY19: 2% increase. Catering, Venue, other expenses
	Annual Meeting	\$10,200	\$9,113	89.34%	-\$1,087	FY19: 2% increase. Catering, Venue, other expenses.
	Pardee	\$6,120	\$5,608	91.63%	-\$512	FY19: 2% increase. Catering, Venue, other expenses
	Misc. Meetings	\$5,100	\$4,792	93.96%	-\$308	FY19: 2% increase. Hol & Comm Chair Lunch, Staff Mtgs, Fin Comm, Summit Ptnrs, CASA, NACWA Tech WS, Low Flow WS
	<b>Total</b>	<b>\$23,970</b>	<b>\$21,215</b>	<b>88.51%</b>	<b>-\$2,755</b>	
<b>Communication</b>						
	Website Hosting (Computer Courage)	\$750	\$1,200	160%	\$450	BACWA and BayWise web site hosting
	File Storage (Box.net)	\$1,500	\$720	48%	-\$780	
	Website Development/Maintenance	\$600	\$0	0%	-\$600	Domains, website changes
	IT Support (As Needed)	\$2,600	\$540	21%	-\$2,060	
	Other Commun (MS, SM, Backup, PollEv)	\$1,500	\$1,484	99%	-\$16	MS Exchange, Survey Monkey, CrashPlanPro, Carbonite, Doodle Polls, PollEv
	<b>Total</b>	<b>\$6,950</b>	<b>\$3,944</b>	<b>56.75%</b>	<b>-\$3,006</b>	
<b>Legal</b>						

FY 2019  
BACWA BUDGET

EXPENSES						
	Regulatory Support	\$2,601	\$195	7%	-\$2,406	FY19: 2% increase
	Executive Board Support	\$2,091	\$542	26%	-\$1,550	FY19: 2% increase
	<b>Total</b>	<b>\$4,692</b>	<b>\$737</b>	<b>15.70%</b>	<b>-\$3,956</b>	
<b>Committees</b>						
	AIR	\$51,000	\$32,583	64%	-\$18,417	Lunches included in budget but not in Carollo agreement
	BAPPG	\$100,000	\$85,060	85%	-\$14,940	Includes CPSC @ \$10,000 and Pest. Reg Spt. @ \$15,000
	Biosolids Committee	\$3,100	\$206	7%	-\$2,894	Includes WEF Conf
	Collections System	\$1,000	\$0	0%	-\$1,000	
	InfoShare Groups	\$1,200	\$719	60%	-\$481	funds for 2 workgroups (Asset Mgmt & O&M - Asset Mgmt on hiatus)
	Laboratory Committee	\$6,100	\$0	0%	-\$6,100	Includes Tech Conf. & training funds
	Permits Committee	\$1,000	\$1,133	113%	\$133	Went \$113 over budget due to providing lunches for all meetings, including lab committee jt. Meetings.
	Pretreatment	\$7,500	\$1,503	20%	-\$5,997	Includes training funds & Factsheet not expended in FY18
	Recycled Water Committee	\$1,000	\$78	8%	-\$922	
	Misc Committee Support	\$45,000	\$0	0%	-\$45,000	\$10,000 increase in FY19
	Manager's Roundtable	\$1,000	\$297	30%	-\$703	
	<b>Total</b>	<b>\$217,900</b>	<b>\$121,579</b>	<b>55.80%</b>	<b>-\$96,321</b>	
<b>Collaboratives</b>						
	<b>Collaboratives</b>					
	State of the Estuary (SFEP-biennial)	\$20,000	\$0	0%	-\$20,000	Biennial in Odd Fiscal Years. (Paid biennially in odd fiscal years for even fiscal year conference)
	Arleen Navarret Award	\$0	\$1,000		\$1,000	Biennial in Even Fiscal Years (FY18 Budgeted Amount paid in FY19)
	FWQC (Fred Andes)	\$7,500	\$7,500	100%	\$0	Dues unchanged in FY19
	Stanford ERC (ReNUWit)	\$10,000	\$10,000	100%	\$0	
	Misc	\$5,000	\$23,971	479%	\$18,971	BayCAN FY19 Annual Membership (\$1,500), Cerio Tox Whitepaper (\$6,796), SFEI ED Donation (\$100), ReNUWit (\$15k)
	<b>Total</b>	<b>\$42,500</b>	<b>\$42,471</b>	<b>99.93%</b>	<b>-\$29</b>	
<b>Other</b>						
	<b>Unbudgeted Items</b>					
	Other	\$0	\$85,000		\$85,000	Biosolids & Climate Change Research in Agricultural Soils Project (\$30k rec'd in FY18, \$55k rec'd in FY19)
	<b>Total</b>	<b>\$0</b>	<b>\$85,000</b>		<b>\$85,000</b>	
<b>Tech Support</b>						
	<b>Technical Support</b>					
	Nutrients					
	Watershed	\$880,000	\$1,080,000	123%	\$200,000	Includes Adv Funding of FY20 payment. \$200k paid in Dec 2018
	NMS Voluntary Contributions	\$200,000	\$200,000	100%	\$0	
	Additional work under permit	\$100,000	\$12,132	12%	-\$87,868	Increased at Board's request (LimnoTech, HDR add'l SOW's in FY19 - 2 Amendments)
	Opt/Upgrade/Annual Reporting Studies	\$25,000	\$25,652	103%	\$652	FY19: Balance remaining on agreement at end of FY18 (Actual \$25,652.20)
	Member Voluntary Nutrient Contributions	\$0	\$0		\$0	
	Nutrient Workshop(s)	\$20,000	\$0	0%	-\$20,000	Pilot Studies/Plant Review/Innovative Technologies
	General Tech Support	\$51,000	\$44,173	87%	-\$6,827	FY19: 2% increase. EOA ChlResidBPA continues into FY19
	Risk Reduction	\$10,000	\$12,500	125%	\$2,500	\$50,000 over 5 years (FY19-FY23) 2 Contracts for \$25,000 each over FY19, 20, & 21
	<b>Total</b>	<b>\$1,286,000</b>	<b>\$1,374,457</b>	<b>106.88%</b>	<b>\$88,457</b>	
	<b>TOTAL EXPENSES</b>	<b>\$2,053,501</b>	<b>\$2,040,472</b>	<b>99.37%</b>	<b>-\$13,029</b>	
	<b>NET INCOME BEFORE TRANSFERS</b>	<b>\$145,080</b>	<b>\$248,239</b>			
	<b>TRANSFERS FROM RESERVES</b>	<b>\$0</b>				
	<b>NET INCOME AFTER TRANSFERS</b>	<b>\$145,080</b>				




## Bay Area Clean Water Agencies

A Joint Powers Public Agency

Leading the Way to Protect our Bay

June 20th, 2019

MEMO TO: Bay Area Clean Water Agencies Executive Board  
MEMO FROM:  Damien Charléty, Treasurer, East Bay Municipal Utility District  
SUBJECT: Eleventh 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 May 31, 2019** (eleven months 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 May 31, 2019

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	771,951	666,015	1,292,534	115,274	1,177,259
804	LEGAL RSRV	300,000	-	-	300,000	-	300,000
805	CBC	1,814,647	1,516,760	1,374,457	1,956,950	281,291	1,675,658
	<b>SUBTOTAL 1</b>	<b>3,301,245</b>	<b>2,288,710</b>	<b>2,040,472</b>	<b>3,549,483</b>	<b>396,566</b>	<b>3,152,918</b>
810	WOT	208,214	148,500	34,338	322,375	-	322,375
	<b>SUBTOTAL 2</b>	<b>208,214</b>	<b>148,500</b>	<b>34,338</b>	<b>322,375</b>	<b>-</b>	<b>322,375</b>
811	PRP84	117,907	1,791,393	1,791,393	117,907	-	117,907
	<b>SUBTOTAL 3</b>	<b>117,907</b>	<b>1,791,393</b>	<b>1,791,393</b>	<b>117,907</b>	<b>-</b>	<b>117,907</b>
	<b>GRAND TOTAL</b>	<b>3,627,367</b>	<b>4,228,603</b>	<b>3,866,203</b>	<b>3,989,766</b>	<b>396,566</b>	<b>3,593,200</b>

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	771,951	666,015	1,292,534	41,277	1,333,811	1,028,160	305,650	14%	-		priority # 3 for allocation	
804	LEGAL RSRV	300,000	-	-	300,000	-	300,000	-	-	0%	300,000	ME2	priority # 1 for allocation	
805	CBC	1,814,647	1,516,760	1,374,457	1,956,950	-	1,956,950	-	1,956,950	86%	-		priority # 2 for allocation	
	<b>SUBTOTAL 1</b>	<b>3,301,245</b>	<b>2,288,710</b>	<b>2,040,472</b>	<b>3,549,483</b>	<b>41,277</b>	<b>3,590,760</b>	<b>1,028,160</b>	<b>2,262,600</b>	<b>100%</b>	<b>300,000</b>			
810	WOT	208,214	148,500	34,338	322,375	-	322,375	322,375	-	0%	-		pass-through funds, no allocation	
	<b>SUBTOTAL 2</b>	<b>208,214</b>	<b>148,500</b>	<b>34,338</b>	<b>322,375</b>	<b>-</b>	<b>322,375</b>	<b>322,375</b>	<b>-</b>	<b>0%</b>	<b>-</b>			
811	PRP84	117,907	1,791,393	1,791,393	117,907	-	117,907	117,907	-	0%	-		pass-through funds, no allocation	
815	PRP50	-	-	-	-	-	-	-	-	0%	-		pass-through funds, no allocation	
	<b>SUBTOTAL 3</b>	<b>117,907</b>	<b>1,791,393</b>	<b>1,791,393</b>	<b>117,907</b>	<b>-</b>	<b>117,907</b>	<b>117,907</b>	<b>-</b>	<b>0%</b>	<b>-</b>			
	<b>GRAND TOTAL</b>	<b>3,627,367</b>	<b>4,228,603</b>	<b>3,866,203</b>	<b>3,989,766</b>	<b>41,277</b>	<b>4,031,043</b>	<b>1,468,443</b>	<b>2,262,600</b>		<b>300,000</b>			

verification

To be used to cover Reconciliation to Financial Statements (\$0)

## Reconciliation to Trial Balance - accrual basis

Per Report above:

General	2,288,710
WOT	148,500
PROP	1,791,393
<b>subtotal</b>	<b>4,228,603</b>

## Billings-Pending Receipts

4686	Mem Contrib	-
4687	Transfer	-
4690	Assoc Contrib	-
4696	Other	(54,786)
4731	State Grant	(0)
4732	Grant Retention	(16,597)
<b>subtotal</b>		<b>(71,384)</b>

## Trial Balance Revenue Accounts

4411	Interest	(63,991)
4686	Mem Contrib	(1,319,585)
4687	Transfer	(5,000)
4690	Assoc Contrib	(183,035)
4696	Other	(810,813)
4731	State Grant	(1,597,316)
4732	Grant Retention	(177,480)
<b>subtotal</b>		<b>(4,157,219)</b>
<b>Difference</b>		<b>(0)</b>

## BACWA Revenue Report as of May 31, 2019

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	0408511	Administrative & General	-	-	-	-	-	-	-	-	-
800	BACWA	1011099	BDO Member Contributions	496,837	-	-	-	-	496,835	-	496,835	2
800	BACWA	1011108	BDO Other Receipts	-	-	-	-	-	-	-	-	-
800	BACWA	1011109	BDO Fund Transfers	5,000	-	-	-	-	-	5,000	5,000	-
800	BACWA	1011117	BDO- Interest Income from LAIF	20,000	-	-	-	-	-	17,387	17,387	2,613
800	BACWA	1011133	BDO Assoc.&Affiliate Contr	182,144	-	-	-	-	183,035	-	183,035	(891)
800	BACWA	1014251	BDO Non-Member Contr BAPPG	3,800	-	-	-	-	3,801	-	3,801	(1)
800	BACWA	1014252	BDO Non-Member Contr AIR	6,800	-	-	-	-	6,800	-	6,800	-
800	BACWA	1014511	BDO-Alternative Investment Inc	9,000	2,293	-	-	4,093	-	-	4,093	4,907
800	BACWA	1014514	GBS-Meeting Support-Annual	-	-	-	-	-	-	-	-	-
800	BACWA	1015005	Biosolids&ClimateRsSch-Otr Rcpts	-	-	-	-	-	55,000	-	55,000	(55,000)
<b>BACWA TOTAL</b>				<b>723,581</b>	<b>2,293</b>	<b>-</b>	<b>-</b>	<b>4,093</b>	<b>745,471</b>	<b>22,387</b>	<b>771,951</b>	<b>(48,370)</b>
805	WQA-CBC	1011099	BDO Member Contributions	675,000	-	-	-	-	674,250	-	674,250	750
805	WQA-CBC	1011108	BDO Other Receipts	800,000	-	-	-	-	799,998	-	799,998	2
805	WQA-CBC	1014511	BDO-Alternative Investment Inc	-	3,000	-	-	8,908	-	-	8,908	(8,908)
805	WQA-CBC	1011117	BDO- Interest Income from LAIF	-	-	-	-	-	-	33,604	33,604	(33,604)
805	WQA-CBC	1014528	BDO-Voluntary Nutrient Contrib	-	-	-	-	-	-	-	-	-
<b>WQA CBC TOTAL</b>				<b>1,475,000</b>	<b>3,000</b>	<b>-</b>	<b>-</b>	<b>8,908</b>	<b>1,474,248</b>	<b>33,604</b>	<b>1,516,760</b>	<b>(41,760)</b>
<b>TOTAL</b>				<b>2,198,581</b>	<b>5,293</b>	<b>-</b>	<b>-</b>	<b>13,001</b>	<b>2,219,719</b>	<b>55,991</b>	<b>2,288,711</b>	<b>(90,130)</b>

	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	-	-	-	-	-	148,500	-	148,500	(148,500)
810	WOT	1011108	BDO Other Receipts	-	-	-	-	-	-	-	-	-
810	WOT	1011117	BDO- Interest Income from LAIF	-	-	-	-	-	-	-	-	-
<b>WOT TOTAL</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>148,500</b>	<b>-</b>	<b>148,500</b>	<b>(148,500)</b>

	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			-	-	-	-	-	1,791,393	-	1,791,393	(1,791,393)
<b>PROP TOTAL</b>				<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,791,393</b>	<b>-</b>	<b>1,791,393</b>	<b>(1,791,393)</b>

<b>Grand Total</b>				<b>2,198,581</b>	<b>5,293</b>	<b>-</b>	<b>-</b>	<b>13,001</b>	<b>4,159,612</b>	<b>55,991</b>	<b>4,228,604</b>	<b>(2,030,023)</b>
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## BACWA Expense Detail Report for May 2019

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	(33,614)	33,614	-	-	16,807	184,875	-	-	201,682	-
AS-Assistant Executive Directo	1011124	90,526	-	-	-	-	13,203	77,323	-	-	90,526	-
AS-Regulatory Program Manager	1011149	119,815	(8,387)	8,387	-	-	22,767	97,048	-	-	119,815	-
ADMINISTRATION												
AS-EBMUD Financial Services	1011125	40,800	-	-	-	-	19,927	20,873	-	-	40,800	-
AS-Audit Services	1014512	6,426	5,240	-	-	-	5,240	1,870	4,363	(6,300)	5,173	1,253
AS-BACWA Admin Expense	1011118	7,650	-	-	469	-	-	-	6,625	-	6,625	1,025
AS-Insurance	1011126	4,590	-	-	-	-	-	-	4,393	-	4,393	197
MEETINGS												
GBS-Meeting Support-Exec Bd	1014513	2,550	-	-	-	-	2,075	475	1,227	-	3,777	(1,227)
GBS-Meeting Support-Annual	1014514	10,200	-	-	-	-	-	-	9,413	(300)	9,113	1,087
GBS-Meeting Support-Pardee	1014515	6,120	-	-	-	-	-	-	5,608	-	5,608	512
GBS-Meeting Support-Misc	1014516	5,100	-	-	38	-	-	-	4,792	-	4,792	308
GBS- Meeting Support	1011122	-	-	-	-	-	-	-	-	-	-	-
COMMUNICATION												
CAR-BACWA Website Hosting	1014517	750	-	-	-	-	-	-	1,200	-	1,200	(450)
CAR-BACWA File Storage	1014518	1,500	-	-	-	-	-	-	720	-	720	780
CAR-BACWA IT Support	1014519	2,600	-	-	-	-	2,060	540	-	-	2,600	-
CAR-BACWA IT Software	1014520	1,500	-	-	-	-	-	-	1,484	-	1,484	16
CAR-BACWA Website Dev/Maint	1011116	600	-	-	-	-	-	-	-	-	-	600
LEGAL												
LS-Regulatory Support	1011107	2,601	-	-	-	-	2,406	195	-	-	2,601	-
LS-Executive Board Support	1011110	2,091	(152)	152	-	-	1,550	542	-	-	2,091	-
COMMITTEES												
AIR-Air Issues&Regulation Grp	1014253	51,000	-	-	963	-	19,390	30,610	1,973	-	51,973	(973)
BC-BAPPG	1011147	100,000	(3,242)	7,542	74	-	9,851	53,183	31,876	-	94,910	5,090
BC-Biosolids Committee	1011101	3,100	-	-	-	-	-	-	206	-	206	2,894
BC-Collections System	1011097	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-InfoShare Groups	1011102	1,200	-	-	315	-	-	-	719	-	719	481
BC-Laboratory Committee	1011103	6,100	-	-	-	-	-	-	-	-	-	6,100
BC-Permit Committee	1011098	1,000	-	-	158	-	-	-	1,133	-	1,133	(133)
BC-Pretreatment Committee	1011146	7,500	-	-	-	-	-	-	1,503	-	1,503	5,997
BC-Water Recycling Committee	1011100	1,000	-	-	-	-	-	-	78	-	78	922
BC-Manager's Roundtable	1014777	1,000	-	-	-	-	-	-	297	-	297	703
BC-Miscellaneous Committee Sup	1011104	45,000	-	-	-	-	-	-	-	-	-	45,000
COLLABORATIVES												
CAS-Arleen Navaret Award	1012201	-	-	-	-	-	-	-	1,000	-	1,000	(1,000)
CAS-FWQC	1012202	7,500	-	-	-	-	-	-	7,500	-	7,500	-
CAS-Stanford ERC	1011969	10,000	-	-	-	-	-	-	10,000	-	10,000	-
CAS-CWCCG	1011148	-	-	-	-	-	-	-	-	-	-	-
CAS-PSSEP	1011112	20,000	-	-	-	-	-	-	-	-	-	20,000
CAS-Misc Collaborative Sup	1014521	5,000	-	-	-	-	-	-	23,971	-	23,971	(18,971)
BDO-Contract Expenses (PHARM)												
BDO-Contract Expenses (PHARM)	1014551	-	-	-	-	-	-	-	-	-	-	-
BIOSOLIDS & CLIMATE RESEARCH												
Biosolids&ClimateRsch-Otr Rcpts	1015005	-	-	-	-	-	-	-	-	-	-	-
Biosolids&ClimateRsch-CntctExp	1015006	-	-	-	-	-	-	-	85,000	-	85,000	(85,000)
BACWA TOTAL		767,501	(40,154)	49,694	2,018	-	115,274	467,535	205,081	(6,600)	781,290	(13,789)
TECH SUPPORT												
WQA-CE Addl Work Under Permit	1014254	100,000	(57,000)	-	-	-	247,279	12,132	-	-	259,410	(159,410)
WQA-CE-Technical Support	1011127	51,000	(10,344)	10,344	-	-	34,013	44,173	-	-	78,186	(27,186)
WQA-CE CASA Chem of Concern	1011128	-	-	-	-	-	-	-	-	-	-	-
WQA-CE Opt-Upgrade Studies	1014255	25,000	-	-	-	-	-	25,652	-	-	25,652	(652)
WQA-CE Risk Reduction	1014023	10,000	-	-	12,500	-	-	-	12,500	-	12,500	(2,500)
WQA-CE-Nutrient WS Permit Comm	1014021	880,000	-	-	-	-	-	-	1,080,000	-	1,080,000	(200,000)
WQA-CE-Program Mgmt	1011131	-	-	-	-	-	-	-	-	-	-	-
WQA-CE Voluntary Nutr Contrib	1014529	200,000	-	-	-	-	-	-	200,000	-	200,000	-
Member Voluntary Nutrient Cont	1015014	-	-	-	-	-	-	-	-	-	-	-
Nutrient Workshops	1015015	20,000	-	-	-	-	-	-	-	-	-	20,000
TECH SUPPORT (CBC) TOTAL		1,286,000	(67,344)	10,344	12,500	-	281,291	81,957	1,292,500	-	1,655,748	(369,748)
GRAND TOTAL		2,053,501	(107,498)	60,038	14,518	-	396,566	549,491	1,497,581	(6,600)	2,437,038	(383,537)
WOT												
Administrative Support	1011142	-	-	-	-	-	-	-	-	5,000	5,000	(5,000)
BDO Contract Expenses	1011143	-	-	-	26,000	-	-	-	29,338	-	29,338	(29,338)
		-	-	-	26,000	-	-	-	29,338	5,000	34,338	(34,338)
GRAND TOTAL (BDO, CBC, WOT)		2,053,501	(107,498)	60,038	40,518	-	396,566	549,491	1,526,919	(1,600)	2,471,376	(417,875)

# BACWA Revenue Report as of May 31, 2019

Prop 84

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,Ot hers	ACTUAL	
811	Prop84BayAreaIntegRegnlWtrMgmt	1011117	BDO- Interest Income from LAIF	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1011142	Administrative Support	-	-	-	-	-	58,069	-	58,069	(58,069)
811	Prop84BayAreaIntegRegnlWtrMgmt	1011691	Water Efficient Landscape Reba	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1011702	Sears Point WtInd & Wtrshd Res	-	-	-	-	-	1,138,500	-	1,138,500	(1,138,500)
811	Prop84BayAreaIntegRegnlWtrMgmt	1011705	Regional Green Infrastructure	-	-	-	-	-	194,925	-	194,925	(194,925)
811	Prop84BayAreaIntegRegnlWtrMgmt	1011706	Hacienda Ave Green St Improvem	-	-	-	-	-	194,077	-	194,077	(194,077)
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	-	-	-	-	-	151,494	-	151,494	(151,494)
811	Prop84BayAreaIntegRegnlWtrMgmt	1012220	Stormwater Improvements & PBP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012221	Richmond Shoreline & San PFP	-	-	-	-	-	18,360	-	18,360	(18,360)
811	Prop84BayAreaIntegRegnlWtrMgmt	1012222	Pescadero Integrated FRAH	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012223	Restoration Guidance, San FC	-	-	-	-	-	14,657	-	14,657	(14,657)
811	Prop84BayAreaIntegRegnlWtrMgmt	1012224	SF Estuary Steelhead MP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	1012225	Watershed Program Admnstrtn	-	-	-	-	-	21,311	-	21,311	(21,311)
PROP 84 TOTAL				-	-	-	-	-	1,791,393	-	1,791,393	(1,791,393)

# BACWA Expense Detail Report for May 2019

Prop 84

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	-	-	-	-	-	-	-	58,069	-	58,069	(58,069)
811	Prop84BayAreaIntegRegnlWtrMgmt	BDO Contract Expenses	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Regional Green Infrastructure	-	-	-	-	-	-	-	194,925	-	194,925	(194,925)
811	Prop84BayAreaIntegRegnlWtrMgmt	Hacienda Ave Green St Improvem	-	-	-	-	-	-	-	194,077	-	194,077	(194,077)
811	Prop84BayAreaIntegRegnlWtrMgmt	Sears Point Wtlnd & Wtrshd Res	-	-	-	-	-	-	-	1,138,500	-	1,138,500	(1,138,500)
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	-	-	-	-	-	-	-	151,494	-	151,494	(151,494)
811	Prop84BayAreaIntegRegnlWtrMgmt	Stormwater Improvements & PBP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Richmond Shoreline & San PFP	-	-	-	-	-	-	-	18,360	-	18,360	(18,360)
811	Prop84BayAreaIntegRegnlWtrMgmt	Pescadero Integrated FRAH	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Restoration Guidance, San FC	-	-	-	-	-	-	-	14,657	-	14,657	(14,657)
811	Prop84BayAreaIntegRegnlWtrMgmt	SF Estuary Steelhead MP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Stream Restoration in North BD	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Watershed Program Admnstrtn	-	-	-	-	-	-	-	21,311	-	21,311	(21,311)
<b>PRP84 TOTAL</b>			-	-	-	-	-	-	-	<b>1,791,393</b>	-	<b>1,791,393</b>	<b>(1,791,393)</b>



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 3

FILE NO.: 20-13 and 20-14

MEETING DATE: July 19, 2019

### **TITLE: Approval of Fiscal Year 2019 Amendments to Contracts**

☐ RECEIPT      ☐ DISCUSSION      ☐ RESOLUTION      ☒ APPROVAL

#### **RECOMMENDED ACTION**

**Authorize the approval of newly worded contracts for the Executive Director (ED) and Regulatory Program Manager (RPM).**

#### **SUMMARY**

At the June 21, 2019 BACWA Board meeting, the Board approved amendments to the existing ED and RPM's contracts to reflect an increase in the contract amount. Since then the Board received a legal review of the two contracts to ensure they accurately described the functions of the ED and RPM as being performed by independent contractors. The legal review resulted in suggested modifications to the two contract which will make the contracts better aligned with the definitions of an independent contractor. The modifications result in no change in the contract amounts, the term of the contracts, or substantive changes in the scope of work. Both contracts have a term of one year and will terminate on June 30, 2020.

#### **FISCAL IMPACT**

There is no fiscal impact as the contract amounts are not being changed.

#### **ALTERNATIVES**

No other alternatives were considered for these contracts as the changes are needed to better conform the contract language to the definition of an independent contractor.

#### ***Attachments:***

1. DRW Engineering Contract (track changes version and clean version)
2. Lorien Fono Contract (track changes version and clean version)

**Approved:**

Lori Schectel, Chair  
BACWA

**Date:**

**BAY AREA CLEAN WATER AGENCIES  
PROFESSIONAL SERVICES CONTRACT**  
*Executive Director*

This PROFESSIONAL SERVICES CONTRACT, effective July ~~191~~, ~~2014-2019~~through June ~~30, 2015~~, 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 David Williams (“Consultant”), an individual doing business at 1133 Snyder Lane, Walnut Creek, CA for professional services as described in any Exhibit A attached hereto.

The primary purpose of BACWA is to advocate for regulations that are based on sound science. BACWA often supports scientific investigations such as funding the collection of data on aquatic life and quality of waters in the San Francisco Bay system, interpretation of the data to assess the effects of pollution and other factors on the Bay, developing and disseminating information about the Bay, and carrying out other programs of interest to its members.

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

1. Consultant will perform the Services as described by and in accordance with Exhibit A and other duties that may be requested from time to time by the BACWA Executive Board. in a manner acceptable to BACWA. Contractor retains the sole right to control and direct the manner in which it provides the services. Notwithstanding the foregoing, BACWA shall, have a right to inspect the work, which shall include the right to stop the work if necessary to ensure that it conforms to BACWA’s standards and expected results. This work will be performed ~~at the direction to the satisfaction and under the supervision~~ of the BACWA Executive Board.
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. BACWA will pay Consultant a monthly flat rate of \$17,294.25 for services rendered, for a maximum total of \$207,531 for the ~~20142019-202015~~ Fiscal Year (July 1, ~~2014 2019~~ through June 30, ~~20152020~~).
4. No later than June 30 of each year the Executive Board shall evaluate performance under this Agreement and determine whether modification and/or renewal is appropriate. ~~the Executive Director’s performance and consider any appropriate increased to the compensation described in paragraph 3, either based on merit or increases in the Consumer Price Index. Any future increases shall be implemented via an amendment to this contract.~~
5. BACWA agrees to reimburse Consultant for actual and reasonable job-related expenses necessary to carry out the work described in Exhibit A. This includes, but is

not limited to, travel expenses for BACWA-related meetings, and the cost of attending trainings, conferences and other events necessary for the Consultant to act as the Executive Director.

6. Consultant shall submit invoices on a monthly basis. Payments under this Contract will be due thirty (30) days after BACWA's receipt of invoices. The invoices shall include a brief description (not to exceed three pages) of the activities and accomplishments of the previous period.
7. Consultant will maintain all 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.
8. All drawings, specifications, reports, programs, manuals, and other work product of Consultant that result from this Contract ("Work Product") will be considered the exclusive property of BACWA. Consultant agrees that it will not use, disclose, communicate, publish or otherwise make available to third parties any products, analyses, data, compilations, studies, proposals, technical or business information, and any other information related to the Services provided to BACWA without BACWA's prior written approval.
9. The Consultant expressly agrees to indemnify, defend and hold BACWA, its officers, and directors, free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of negligence of the Consultant's work and or performance under this Contract, excepting only such injury or damage as may be caused by the negligence of BACWA.
10. This contract shall automatically terminate on June 30, ~~2015~~2020. 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.
11. If this contract is terminated before June 30, ~~2015~~2020, the Consultant shall only be paid for services provided through the termination date. If the termination date is any date but the last day of the month, the Consultant shall receive payment for those days calculated on a daily pro rata basis.
- ~~11.~~12. This contract is non-exclusive. Consultant shall devote as much time, energy and ability to the performance of the Services hereunder as is necessary to perform them in a timely and productive manner. Consultant is free to perform services for his or her other clients outside the scope of this Agreement, provided such services do not create a conflict of interest with BACWA.
- ~~12.~~13. 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: Scope of Work and Exhibit B: Conflict of Interest Protocol.



CONSULTANT: David R. Williams  
1133 Snyder Lane  
Walnut Creek, CA 94598

---

Tax Identification No.

---

Consultant Signature

---

Date

---

Name, Title

---

BACWA Signature

---

Name, Title

**Exhibit A**  
**BACWA EXECUTIVE DIRECTOR**

**SCOPE OF SERVICES**

The Consultant shall serve, ~~in a full-time capacity,~~ as the Executive Director of the Bay Area Clean Water Agencies (BACWA), providing professional services, ~~which include-at the direction of the BACWA Executive Board. These services include,~~ but are not limited to the following:

**1. Financial/Administrative Management**

- Develop and maintain sound financial practices,
- Prepare an annual budget that implements the Board's goals and objectives,
- Manage contracts to stay within budget,
- Ensure ~~that~~ compliance with applicable rules and regulations,
- Oversee BACWA's role as fiscal agent for State and other grants,
- Maintain official records and documents, and ensure compliance with federal, state and local regulations.

**2. Board, Committee, and Member Functions**

- Organize and facilitate Executive Board meetings,
- Coordinate committees and provide chairs with all necessary support,
- Assist the Executive Board in maintaining beneficial relationships with regulatory agencies,
- Plan and execute the Executive Board fall retreat and the Annual Member Meeting,
- Prepare annual workplan with Executive Board and Committee input,
- Prepare annual report as required by the Joint Powers Agreement,
- Promote active and broad participation by volunteers in all areas of the organization's work.

**3. Communication/Representation**

- Represent BACWA at key forums including, but not limited to, meetings of the Regional and State Water Boards, Integrated Regional Water Management Plan Coordinating Committee, Aquatic Science Center, Regional Monitoring Program,

~~and the Summit Partners, California Association of Sanitation Agency, and the National Association of Clean Water Agencies,~~

- ~~• Represent BACWA at two California Association of Sanitation Agencies conferences per year, the National Association of Clean Water Agencies' National Environmental Policy Conferences, and any such other conferences authorized, in writing, by the Board Chair on case-by-case basis,~~
- Maintain and improve the BACWA website,
- Prepare monthly member newsletter,
- Respond to press and public inquiries.

#### 4. Program Management

- Maintain a working knowledge of significant developments and trends in the field,
- Act as a lead in communicating with regulatory agencies on issues of importance to BACWA,
- Prepare, or assist in preparing, comment letters on behalf of BACWA members regarding technical and regulatory issues,
- At the direction of the Executive Board, carry out technical, regulatory, and scientific projects to benefit BACWA members.

#### **REIMBURSABLE EXPENSES**

~~BACWA shall reimburse the Executive Director for all reasonable, work-related expenses, including the following, consistent with BACWA's policies and procedures:~~

- ~~• Direct expenses incurred on behalf of the agency (e.g., copies, catering, etc.);~~
- ~~• Travel to meetings and workshops as a representative of BACWA;~~
- ~~• Costs of attending professional conferences on behalf of BACWA including the following:~~
  - ~~• Two California Association of Sanitation Agencies conferences;~~
  - ~~• The National Association of Clean Water Agencies' National Environmental Policy Conferences;~~
  - ~~• Any such other conferences authorized, in writing, by the Board Chair on case-by-case basis.~~

**Exhibit B**  
**CONFLICT OF INTEREST PROTOCOL**

Consultant is currently a member of the Board of Directors of the Central Contra Costa Sanitary District (“CCCSD”), which is a member agency of BACWA. In order to address not only potential issues of California law relating to conflicts of interest—including but not limited to the Political Reform Act and Government Code section 1090—but also to avoid the appearance that Consultant, acting in his capacity as Executive Director of BACWA, has placed the interests of CCCSD ahead of the interests of BACWA, Consultant shall abide by the following conflict of interest protocol for so long as he serves as a member of the Board of Directors of CCCSD.

It is the goal of BACWA that its Executive Director shall conduct the assignment in a manner consistent with sound ethical and business practices; that the interests of BACWA shall always be considered when Consultant acts in his/her capacity as Executive Director when conducting BACWA business; that impropriety or the appearance of impropriety shall be avoided to ensure and maintain public confidence in the BACWA; and that Consultant shall execute his/her duties lawfully, fairly, impartially, and without discrimination, and in accordance with the stated purposes of the BACWA.

In the furtherance of this goal, Consultant is expected to devote his best efforts and attention to the performance of his duties as Executive Director, to use good judgment, to adhere to high ethical standards and to avoid situations that create actual or potential conflicts between not only the interests of BACWA and Consultant’s personal interests, but also between the interests of BACWA and the interests of CCCSD. This Protocol is intended to augment, and not to replace or otherwise impact Consultants obligations under any and all California laws relating to conflicts of interest.

Recognizing that California conflict of interest laws—including but not limited to the Political Reform Act and Government Code section 1090—contain exemptions with respect to covered officials and employees who have an interest in more than one government agency, Consultant nonetheless agrees that, while acting in his capacity as Executive Director of BACWA, he shall not make, participate in making or use or attempt to use his position as Executive Director of BACWA to influence: a) any decision directly or indirectly having a material impact on CCCSD, or b) any negotiation of a contract between BACWA and CCCSD, or his position as a member of the Board of Directors of CCCSD to influence: a) any decision directly or indirectly having a material impact on BACWA, or b) any negotiation of a contract between BACWA and CCCSD.

For the purposes of interpreting the foregoing prohibition, the meaning of the terms “making, participating in making, or using or attempting to use his/her official position to influence a decision,” the determination of when a decision directly or indirectly affects CCCSD, and the determination of when such a direct or indirect effect is material to CCCSD shall be construed in a manner consistent with the regulations interpreting the

Political Reform Act promulgated by the California Fair Political Practices Commission (2 Cal. Code Regs. section 18700 et seq.), and by presuming that Consultant has a financial interest in CCCSD as both a “business entity” and as a “source of income.”

The BACWA Board will establish an ad hoc committee that will review situations that have the potential for conflict of interest on the part of the Executive Director in order to provide guidance on whether any particular matter is a conflict or has the potential to be perceived as a conflict by the BACWA membership. Any recommendations from the ad hoc committee shall be voted on by the BACWA Board. The ad hoc committee's review will continue for the term of this contract.

**BAY AREA CLEAN WATER AGENCIES  
PROFESSIONAL SERVICES CONTRACT**  
*Executive Director*

This PROFESSIONAL SERVICES CONTRACT, effective July 19, 2019, 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 David Williams (“Consultant”), an individual doing business at 1133 Snyder Lane, Walnut Creek, CA for professional services as described in any Exhibit A attached hereto.

The primary purpose of BACWA is to advocate for regulations that are based on sound science. BACWA often supports scientific investigations such as funding the collection of data on aquatic life and quality of waters in the San Francisco Bay system, interpretation of the data to assess the effects of pollution and other factors on the Bay, developing and disseminating information about the Bay, and carrying out other programs of interest to its members.

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

1. Consultant will perform the Services as described by and in accordance with Exhibit A and other duties that may be requested from time to time by the BACWA Executive Board.. Contractor retains the sole right to control and direct the manner in which it provides the services. Notwithstanding the foregoing, BACWA shall, have a right to inspect the work, which shall include the right to stop the work if necessary to ensure that it conforms to BACWA’s standards and expected results. This work will be performed to the satisfaction of the BACWA Executive Board.
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 Subsconsultants’ compliance with all the terms and conditions of this agreement.
3. BACWA will pay Consultant a monthly flat rate of \$17,294.25 for services rendered, for a maximum total of \$207,531 for the 2019-2020 Fiscal Year (July 1, 2019 through June 30, 2020).
4. No later than June 30 of each year the Executive Board shall evaluate performance under this Agreement and determine whether modification and/or renewal is appropriate. .
5. BACWA agrees to reimburse Consultant for actual and reasonable expenses necessary to carry out the work described in Exhibit A. This includes, but is not limited to, travel expenses for BACWA-related meetings, and the cost of attending trainings, conferences and other events necessary for the Consultant to act as the Executive Director.
6. Consultant shall submit invoices on a monthly basis. Payments under this Contract will be due thirty (30) days after BACWA’s receipt of invoices. The invoices shall

- include a brief description (not to exceed three pages) of the activities and accomplishments of the previous period.
7. Consultant will maintain all 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.
  8. All drawings, specifications, reports, programs, manuals, and other work product of Consultant that result from this Contract (“Work Product”) will be considered the exclusive property of BACWA. Consultant agrees that it will not use, disclose, communicate, publish or otherwise make available to third parties any products, analyses, data, compilations, studies, proposals, technical or business information, and any other information related to the Services provided to BACWA without BACWA’s prior written approval.
  9. The Consultant expressly agrees to indemnify, defend and hold BACWA, its officers, and directors, free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney’s fees, arising out of negligence of the Consultant’s work and or performance under this Contract, excepting only such injury or damage as may be caused by the negligence of BACWA.
  10. This contract shall automatically terminate on June 30, 2020. 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.
  11. If this contract is terminated before June 30, 2020, the Consultant shall only be paid for services provided through the termination date. If the termination date is any date but the last day of the month, the Consultant shall receive payment for those days calculated on a daily pro rata basis.
  12. This contract is non-exclusive. Consultant shall devote as much time, energy and ability to the performance of the Services hereunder as is necessary to perform them in a timely and productive manner. Consultant is free to perform services for his or her other clients outside the scope of this Agreement, provided such services do not create a conflict of interest with BACWA.
  13. 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: Scope of Work and Exhibit B: Conflict of Interest Protocol.

CONSULTANT: David R. Williams  
1133 Snyder Lane  
Walnut Creek, CA 94598

---

Tax Identification No.

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Consultant Signature

---

Date

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Name, Title

---

BACWA Signature

---

Name, Title



**Exhibit A**  
**BACWA EXECUTIVE DIRECTOR**

**SCOPE OF SERVICES**

The Consultant shall serve as the Executive Director of the Bay Area Clean Water Agencies (BACWA), providing professional services, which include, but are not limited to the following:

**1. Financial/Administrative Management**

- Develop and maintain sound financial practices,
- Prepare an annual budget that implements the Board's goals and objectives,
- Manage contracts to stay within budget,
- Ensure compliance with applicable rules and regulations,
- Oversee BACWA's role as fiscal agent for State and other grants,
- Maintain official records and documents, and ensure compliance with federal, state and local regulations.

**2. Board, Committee, and Member Functions**

- Organize and facilitate Executive Board meetings,
- Coordinate committees and provide chairs with all necessary support,
- Assist the Executive Board in maintaining beneficial relationships with regulatory agencies,
- Plan and execute the Executive Board fall retreat and the Annual Member Meeting,
- Prepare annual workplan with Executive Board and Committee input,
- Prepare annual report as required by the Joint Powers Agreement,
- Promote active and broad participation by volunteers in all areas of the organization's work.

**3. Communication/Representation**

- Represent BACWA at key forums including, but not limited to, meetings of the Regional and State Water Boards, Integrated Regional Water Management Plan Coordinating Committee, Aquatic Science Center, Regional Monitoring Program, and the Summit Partners,

- Represent BACWA at two California Association of Sanitation Agencies conferences per year, the National Association of Clean Water Agencies' National Environmental Policy Conference, and any such other conferences authorized, in writing, by the Board Chair on case-by-case basis,
- Maintain and improve the BACWA website,
- Prepare monthly member newsletter,
- Respond to press and public inquiries.

#### 4. Program Management

- Maintain a working knowledge of significant developments and trends in the field,
- Act as a lead in communicating with regulatory agencies on issues of importance to BACWA,
- Prepare, or assist in preparing, comment letters on behalf of BACWA members regarding technical and regulatory issues,
- At the direction of the Executive Board, carry out technical, regulatory, and scientific projects to benefit BACWA members.

**Exhibit B**  
**CONFLICT OF INTEREST PROTOCOL**

Consultant is currently a member of the Board of Directors of the Central Contra Costa Sanitary District (“CCCSD”), which is a member agency of BACWA. In order to address not only potential issues of California law relating to conflicts of interest—including but not limited to the Political Reform Act and Government Code section 1090—but also to avoid the appearance that Consultant, acting in his capacity as Executive Director of BACWA, has placed the interests of CCCSD ahead of the interests of BACWA, Consultant shall abide by the following conflict of interest protocol for so long as he serves as a member of the Board of Directors of CCCSD.

It is the goal of BACWA that its Executive Director shall conduct the assignment in a manner consistent with sound ethical and business practices; that the interests of BACWA shall always be considered when Consultant acts in his/her capacity as Executive Director when conducting BACWA business; that impropriety or the appearance of impropriety shall be avoided to ensure and maintain public confidence in the BACWA; and that Consultant shall execute his/her duties lawfully, fairly, impartially, and without discrimination, and in accordance with the stated purposes of the BACWA.

In the furtherance of this goal, Consultant is expected to devote his best efforts and attention to the performance of his duties as Executive Director, to use good judgment, to adhere to high ethical standards and to avoid situations that create actual or potential conflicts between not only the interests of BACWA and Consultant’s personal interests, but also between the interests of BACWA and the interests of CCCSD. This Protocol is intended to augment, and not to replace or otherwise impact Consultants obligations under any and all California laws relating to conflicts of interest.

Recognizing that California conflict of interest laws—including but not limited to the Political Reform Act and Government Code section 1090—contain exemptions with respect to covered officials and employees who have an interest in more than one government agency, Consultant nonetheless agrees that, while acting in his capacity as Executive Director of BACWA, he shall not make, participate in making or use or attempt to use his position as Executive Director of BACWA to influence: a) any decision directly or indirectly having a material impact on CCCSD, or b) any negotiation of a contract between BACWA and CCCSD, or his position as a member of the Board of Directors of CCCSD to influence: a) any decision directly or indirectly having a material impact on BACWA, or b) any negotiation of a contract between BACWA and CCCSD.

For the purposes of interpreting the foregoing prohibition, the meaning of the terms “making, participating in making, or using or attempting to use his/her official position to influence a decision,” the determination of when a decision directly or indirectly affects CCCSD, and the determination of when such a direct or indirect effect is material to CCCSD shall be construed in a manner consistent with the regulations interpreting the

Political Reform Act promulgated by the California Fair Political Practices Commission (2 Cal. Code Regs. section 18700 et seq.), and by presuming that Consultant has a financial interest in CCCSD as both a “business entity” and as a “source of income.”

The BACWA Board will establish an ad hoc committee that will review situations that have the potential for conflict of interest on the part of the Executive Director in order to provide guidance on whether any particular matter is a conflict or has the potential to be perceived as a conflict by the BACWA membership. Any recommendations from the ad hoc committee shall be voted on by the BACWA Board. The ad hoc committee's review will continue for the term of this contract.

**BAY AREA CLEAN WATER AGENCIES  
PROFESSIONAL SERVICES CONTRACT  
*Regulatory Program Manager***

This PROFESSIONAL SERVICES CONTRACT, effective July 19, 2019, 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 59, Oakland, CA 94623, and Lorien Fono ("Consultant"), an individual doing business at 1717 Rose Street, Berkeley, CA 94703, for professional services as described in any Exhibit A attached hereto.

The primary purpose of BACWA is to advocate for regulations that are based on sound science. BACWA often supports scientific investigations such as funding the collection of data on aquatic life and quality of waters in the San Francisco Bay system, interpretation of the data to assess the effects of pollution and other factors on the Bay, developing and disseminating information about the Bay, and carrying out other programs of interest to its members.

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

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA. Contractor retains the sole right to control and direct the manner in which it provides the services. Notwithstanding the foregoing, BACWA shall, have a right to inspect the work, which shall include the right to stop the work if necessary to ensure that it conforms to BACWA's standards and expected results. This work will be performed at the direction and under the supervision of the Executive Director.
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. BACWA will pay Consultant for services at an hourly rate of \$100.16 for a maximum of 1,375 hours, up to a maximum annual amount of \$137,727.00 for the 2020 fiscal year. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA. BACWA's Executive Director has discretion to increase the maximum amount payable in any fiscal year by a maximum of ten percent (10%). Any future increases shall be implemented via an amendment to this contract.
4. BACWA agrees to reimburse Consultant for actual and reasonable ~~job-related~~ expenses necessary to carry out the work. This includes, but is not limited to, travel expenses for BACWA-related meetings and events, and the cost of attending trainings necessary for the Consultant to act as the Regulatory Program Manager. Travel to meetings, events and trainings outside of the San Francisco Bay and Sacramento Area must be approved by the Executive Director in advance.
5. Consultant shall submit invoices on a monthly basis. 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.

- 9-10. This contract is non-exclusive. Contractor is free to perform services for his or her other clients outside the scope of this Agreement, provided such services do not create a conflict of interest with BACWA.

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

CONSULTANT:	Lorien Fono
	1815 Delaware St.
	<i>Street Address</i>
	Berkeley, CA 94703
	<i>City, State, Zip Code</i>
	<i>Tax Identification No.</i>

Page 38 of 123

Lorien Fono, Regulatory Program Manager

*Name, Title*

*BACWA Signature*

*Date*

Lori Schectel, BACWA Executive Board Chair

*Name, Title*

**Exhibit A**  
**BACWA REGULATORY PROGRAM MANAGER**  
**SCOPE OF WORK**

CONSULTANT will act as the Regulatory Program Manager and provide professional services ~~at the direction of~~ as requested by the BACWA Executive Director to support BACWA and its Special Programs at a rate of \$100.16/hour for a maximum of 1,375 hours consistent with the following key activities:

**Scope of Work**

The contractor applicant selected will work under the direction of the BACWA Executive Director to assist with some or all of the following:

- Provide periodic briefings and alerts on key regulatory issues. Track and summarize water quality regulations and policies affecting BACWA member agencies;
- Monitor regulatory issues at the local, regional, state and national level and provide technical advice and input to the BACWA Board and its Committees in their efforts to respond and assist in the preparation of comment letters on key regulations;
- Coordinate and participate in meetings with regulatory agencies, including the State Water Resources Control Board, the San Francisco Bay Regional Water Quality Control Board, the Environmental Protection Agency, and the Bay Area Air Quality Management District;
- Attend and report to the Executive Board on public and industry meetings, including but not limited to environmental stakeholder groups, regulatory tasks forces and workgroups, scientific organizations and BACWA Committee Meetings;
- Coordinate with other professional associations including CASA and NACWA;
- Provide support for designated BACWA committees and workgroups;
- Manage communications with the membership through the monthly BACWA Bulletin and the BACWA website;
- Assist the Executive Director with contract and program management, and with other related tasks as requested.

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**BAY AREA CLEAN WATER AGENCIES  
PROFESSIONAL SERVICES CONTRACT  
*Regulatory Program Manager***

This PROFESSIONAL SERVICES CONTRACT, effective July 19, 2019, 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 59, Oakland, CA 94623, and Lorien Fono ("Consultant"), an individual doing business at 1717 Rose Street, Berkeley, CA 94703, for professional services as described in any Exhibit A attached hereto.

The primary purpose of BACWA is to advocate for regulations that are based on sound science. BACWA often supports scientific investigations such as funding the collection of data on aquatic life and quality of waters in the San Francisco Bay system, interpretation of the data to assess the effects of pollution and other factors on the Bay, developing and disseminating information about the Bay, and carrying out other programs of interest to its members.

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

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA. Contractor retains the sole right to control and direct the manner in which it provides the services. Notwithstanding the foregoing, BACWA shall, have a right to inspect the work, which shall include the right to stop the work if necessary to ensure that it conforms to BACWA's standards and expected results.
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. BACWA will pay Consultant for services at an hourly rate of \$100.16 for a maximum of 1,375 hours, up to a maximum annual amount of \$137,727.00 for the 2020 fiscal year. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA. BACWA's Executive Director has discretion to increase the maximum amount payable in any fiscal year by a maximum of ten percent (10%). Any future increases shall be implemented via an amendment to this contract.
4. BACWA agrees to reimburse Consultant for actual and reasonable expenses necessary to carry out the work. This includes, but is not limited to, travel expenses for BACWA-related meetings and events, and the cost of attending trainings necessary for the Consultant to act as the Regulatory Program Manager. Travel to meetings, events and trainings outside of the San Francisco Bay and Sacramento Area must be approved by the Executive Director in advance.
5. Consultant shall submit invoices on a monthly basis. 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.

6. Consultant will maintain all 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.
7. All drawings, specifications, reports, programs, manuals, and other work product of Consultant that result from this Contract ("Work Product") will be considered the exclusive property of BACWA. Consultant agrees that it will not use, disclose, communicate, publish or otherwise make available to third parties any products, analyses, data, compilations, studies, proposals, technical or business information, and any other information related to the Services provided to BACWA without BACWA's prior written approval.
8. The Consultant expressly agrees to indemnify, defend and hold BACWA, its officers, and directors, free and harmless from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of negligence of the Consultant's work and or performance under this Contract, excepting only such injury or damage as may be caused by the negligence of BACWA.
9. This contract shall automatically terminate on June 30, 2020. 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.
10. This contract is non-exclusive. Contractor is free to perform services for his or her other clients outside the scope of this Agreement, provided such services do not create a conflict of interest with BACWA.

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 document is incorporated into and made a part of this Contract. Any conflicts between this document and this Contract will be resolved in favor of this Contract.

Exhibit A – Scope of Work

**CONSULTANT:**

Lorien Fono

1815 Delaware St.

*Street Address*

Berkeley, CA 94703

*City, State, Zip Code*

*Tax Identification No.*

\_\_\_\_\_  
*Consultant Signature*

\_\_\_\_\_  
*Date*

Lorien Fono, Regulatory Program Manager

---

*Name, Title*

---

*BACWA Signature*

---

*Date*

Lori Schectel, BACWA Executive Board Chair

---

*Name, Title*

**Exhibit A**  
**BACWA REGULATORY PROGRAM MANAGER**  
**SCOPE OF WORK**

CONSULTANT will act as the Regulatory Program Manager and provide professional services as requested by the BACWA Executive Director to support BACWA and its Special Programs at a rate of \$100.16/hour for a maximum of 1,375 hours consistent with the following key activities:

**Scope of Work**

The contractor applicant selected will work under the direction of the BACWA Executive Director to assist with some or all of the following:

- Provide periodic briefings and alerts on key regulatory issues;
- Monitor regulatory issues at the local, regional, state and national level and provide technical advice and input to the BACWA Board and its Committees in their efforts to repond
- Coordinate and participate in meetings with regulatory agencies, including the State Water Resources Control Board, the San Francisco Bay Regional Water Quality Control Board, the Environmental Protection Agency, and the Bay Area Air Quality Management District;
- Attend and report to the Executive Board on public and industry meetings, including but not limited to environmental stakeholder groups, regulatory tasks forces and workgroups, scientific organizations and BACWA Committee Meetings;
- Coordinate with other professional associations including CASA and NACWA;
- Provide support for designated BACWA committees and workgroups;
- Manage communications with the membership through the monthly BACWA Bulletin and the BACWA website;
- Assist the Executive Director with contract and program management, and with other related tasks as requested.



## EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 4

FILE NO.: 20-15

MEETING DATE: July 19, 2019

**TITLE: Request for BACWA Executive Board Approval to Execute Agreement with S. Groner Associates to Provide Support for BAPPG's FY20 Priority Pollutant Campaigns**

☐ RECEIPT      ☐ DISCUSSION      ☐ RESOLUTION      ☒ APPROVAL

### RECOMMENDED ACTION

Authorize the execution of an agreement with S. Groner Associates, Inc. to provide outreach and media support for priority pollutant campaigns in an amount not to exceed \$30,000 for FY20.

### SUMMARY

This agreement will provide support for public outreach, graphic design, media relations, and administrative support for placement and payment of advertising services for the Bay Area Pollution Prevention Group (BAPPG). The consultant will support BAPPG Project Leads in executing effective outreach messages and search for new opportunities to inspire behavior change in target groups that will result in reduced pollutant discharges to the wastewater stream in the Bay Area.

Outreach and media efforts will be carried out under the supervision of the project manager Robert C. Wilson with the City of Petaluma.

### FISCAL IMPACT

Funds are available for this agreement and have been allocated for this project within the BAPPG FY20 budget approved on April 19, 2019.

### ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY20 budget and will assist BACWA/BAPPG with executing effective outreach messages and search for new opportunities to inspire behavior change in target groups.
2. Select another consultant to conduct the work. This alternative is not recommended as BACWA completed and RFQ and RFP and S. Groner Associates was selected as the most qualified media consultant.

*Attachments:* FY19 Agreement with S. Groner Associates  
S. Groner Associates's Scope of Work

Approved: \_\_\_\_\_  
Lori Schectel, Chair,  
BACWA Executive Board

Date: \_\_\_\_\_

**BAY AREA CLEAN WATER AGENCIES**  
**CONSULTING AGREEMENT**

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TO: Stephen Groner, PE [sgroner@sga-inc.net](mailto:sgroner@sga-inc.net)  
S. Groner Associates, Inc. 562.597.0205  
317 Washington St., Suite 204  
Oakland, CA 94607

FROM: David Williams, Executive Director [dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)  
BACWA Phone: 925-765-9616  
PO Box 24055, MS702 FAX: (510) 287-1351  
Oakland, CA 94623

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RE: BACWA Agreement for FY20 BAPPG, Outreach and Media Support for Priority Pollutant Campaigns.

This Agreement covers professional services to be performed by S. Groner Associates in order to implement the FY20 BAPPG Outreach and Media Support for Priority Pollutant Campaigns. This work is described in the attached Scope of Work and under the direction of Robert C. Wilson of the City of Petaluma. The total cost of professional services to be performed by S. Groner Associates is not to exceed \$30,000. This contract will be funded by the BACWA Budget under the BAPPG Committee line item.

**This agreement may be extended for up to four additional one-year terms upon approval of the BACWA Executive Board and an amendment to this agreement.**

This Agreement may be terminated by either party at any time for convenience with 30 day's notice. In the event of termination by BACWA, BACWA shall pay S. Groner Associates for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA.

S. Groner Associates shall submit invoices to the BACWA Executive Director via e-mail along with approval by BAPPG Chair, Autumn Cleave, and/or Robert Wilson. Invoices shall indicate hours associated with each task. Invoices will be paid within thirty (30) days of receipt.

BACWA Executive Director E-mail: David Williams [dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)

Approved:

By \_\_\_\_\_  
Lori Schectel  
Chair, BACWA Executive Board

By \_\_\_\_\_  
Stephen Groner, PE  
Groner Associates

Date \_\_\_\_\_

Date \_\_\_\_\_

BACWA EIN: 94-3389334

EIN: 33-0935957

## **OVERVIEW**

This strategy is intended to provide structure to inform SGA's outreach activities on behalf of the Bay Area Pollution Prevention Group (BAPPG) for the 2019/2020 fiscal year. SGA (Contractor) shall seek written request to proceed prior to beginning each task or subtask as it is anticipated priorities may change. Accordingly, at BAPPG staff's sole discretion, funding between tasks may be adjusted as needed to ensure maximum flexibility throughout the course of the fiscal year. In addition, at any time should staff determine that it is in BAPPG's best interest to focus on new or emerging pollutants not included in the list below, this scope may be adjusted to accommodate new tasks and either expand, reduce or eliminate existing tasks as needed. Deliverables for all tasks are to be determined pending final input from staff.

### **TASK 1: TOILETS AREN'T TRASH CANS**

Contractor will implement regional educational outreach efforts to address a variety of pollutants that residents are disposing of incorrectly, including but not limited to Pharmaceuticals and Wipes. Both of these items can be addressed via the "Toilets Aren't Trash Cans" or the "Dirty Dozen" campaign. Any campaign elements will be developed so that BAPPG member agencies may take advantage of assets and repurpose them to conduct outreach in their own communities to supplement the broader efforts of the Contractor. Outreach could include but is not limited to media relations, advertising, material development or a combination of these methods, to be determined at the discretion of BAPPG staff. Task will be implemented in the fall of 2019.

### **TASK 2: FATS, OILS & GREASE**

Contractor will conduct regional outreach to educate residents about proper disposal of Fats, Oils & Grease (FOG). Outreach efforts may include continuing to work with Univision to book Spanish radio ads using ads developed and approved during FY 2016/17, or potentially other outreach tactics such as targeted multilingual social media advertising or Google Ads to ensure the FOG messages reach a broader audience. The campaign will be developed so that BAPPG member agencies may take advantage of assets and repurpose them to conduct outreach in their own communities to supplement the broader efforts of the Contractor. Task will be implemented in the winter of 2019.

### **TASK 3: PESTICIDES**

Contractor will be prepared to conduct regional outreach to disseminate messages about less toxic alternatives to traditional flea and tick pesticides, as well as other emerging pesticides of concern. Outreach may include but is not limited to media relations, advertising, material development or a combination of these methods, to be determined at the discretion of BAPPG staff. Task will be implemented in the spring of 2020.

### **TASK 4: GRAPHIC DESIGN & COPYWRITING**

Contractor will provide graphic design, copywriting and content editing assistance with the BAPPG 2019 Annual Report, the Baywise.org website, and other as needed design, writing and editing tasks throughout the 2019/2020 fiscal year.

### **TASK 5: PROJECT MANAGEMENT SUPPORT**

Contractor will provide ongoing project management and outreach strategy support, including but not limited to participating in meetings, leading strategy discussions, and providing general, as-needed assistance to the BAPPG Steering Committee. Task will be ongoing throughout the 2019/2020 fiscal year.

### **TOTAL BUDGET**

Task 1 – Toilets Aren’t Trash Cans	\$8000
Task 2 – Fats, Oils & Grease	\$8000
Task 3 – Pesticides	\$8000
Task 4 – Graphic Design & Copywriting	\$3000
Task 5 – Project Management Support	\$3000



**SGA RATES - FULLY BURDENED HOURLY RATES\***

<b>JOB FUNCTION:</b>	<b>HOURLY RATE:</b>
Project Director	\$187.00
Strategic Director	\$172.00
Project Manager	\$165.00
Sr. Project Coordinator	\$150.00
Creative Strategist	\$150.00
Graphic Designer	\$130.00
Project Coordinator	\$130.00
Research/Survey Coordinator	\$130.00
Video Services	\$130.00
Project Specialist	\$114.00
Outreach Specialist	\$106.00
Social Media Coordinator	\$106.00
<b>EXPENSES:</b>	
Local Mileage	Current Federal Per
Out of Pocket Expenses	Billed at Cost + 10%
Translation Costs	\$0.20/word

*\*Staff billing rates are adjusted annually on January 1st based on the Southern California inflation/cost of living index.*



## BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 5

FILE NO.: 20-16

MEETING DATE: July 19, 2019

**TITLE: Request for BACWA Executive Board Approval for Contract with SRT Consultants, Inc. for FY20 BABC Communications and Branding, Phase II.**

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

### RECOMMENDED ACTION

Approve agreement between BACWA and SRT Consultants, Inc. for FY20 BABC Communications and Branding, Phase II , not to exceed \$52,050.

### SUMMARY

Beginning in FY, the Bay Area Biosolids Coalition is a Program of Special Benefit of BACWA. BACWA provides administrative services for BABC, but BABC programs are funded by its own member dues, and projects are managed and overseen by the BABC steering committee. BACWA staff time used to support BABC is reimbursed by BABC.

BABC is working with SRT Consultants to develop a communications platform and visual brand identify for the Coalition. The intent of developing this brand is to ensure regional biosolids communications and messages are consistent, benefit-oriented rather than safety-oriented, and written in a way that internal and external target audiences can understand and relate to. The outcomes of this project include: a regional messaging platform and logo to be used in various communication pieces, a new web presence that is inspiring, transparent and regularly updated with relevant information, and clear, factual, consistently branded communications tools for use in internal and external outreach, market development and educational programs. This work is described in the attached Scope of Work and under the direction of Manon Fisher, San Francisco Public Utilities Commission.

### FISCAL IMPACT

This item will be funded by BABC, and will have no impact on the BACWA Budget.

### ALTERNATIVES

No alternatives presented, as SFPUC has approved the extension.

*Attachments:* Agreement between BACWA and SRT Consultants  
SRT Scope of Work

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

Lori Schectel, Chair,  
BACWA Executive Board

**BAY AREA CLEAN WATER AGENCIES**

**CONSULTING AGREEMENT**

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TO:	Tanya Yurovsky SRT Consultants, Inc. 90 Montgomery St. Suite 905 San Francisco, CA 94105	<a href="mailto:tanya@srtconsultants.com">tanya@srtconsultants.com</a> 562.597.0205
FROM:	David Williams, Executive Director BACWA PO Box 24055, MS702 Oakland, CA 94623	dwilliams@bacwa.org Phone: 925-765-9616 FAX: (510) 287-1351

---

RE: BACWA Agreement for FY20 BABC Communications and Branding.

This Agreement covers professional services to be performed by SRT Consultants in order to implement the FY20 Bay Area Biosolids Coalition (BABC) Phase II Branding and Communications Strategy. This work is described in the attached Scope of Work and under the direction of Manon Fisher, San Francisco Public Utilities Commission. The total cost of professional services to be performed by SRT Consultants is not to exceed \$ \$52,050. This contract will be funded by the BACWA Budget under the BABC line item.

This Agreement may be terminated by either party at any time for convenience with 30 day's notice. In the event of termination by BACWA, BACWA shall pay SRT Consultants for professional and competent services rendered to the date of termination upon delivery of assigned work products to BACWA.

SRT Consultants shall submit invoices to the BACWA Executive Director via e-mail along with approval by Project Manager Manon Fisher. Invoices shall indicate hours associated with each task. Invoices will be paid within thirty (30) days of receipt.

BACWA Executive Director E-mail: David Williams [dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)

Approved:

By \_\_\_\_\_  
Lori Schectel  
Chair, BACWA Executive Board

By \_\_\_\_\_  
Tanya Yurovsky  
SRT Consultants

Date \_\_\_\_\_

Date \_\_\_\_\_

BACWA EIN: 94-3389334

EIN/TIN:34-2012788

## THE TEAM

### KATE KURTZ, STRATEGY + PROJECT MANAGEMENT

Kate Kurtz is a soil scientist with over 13 years of experience. She specializes in biosolids and compost management, science, and technical communications. She has served as a biosolids project manager for the King County Wastewater Treatment Division in Seattle, WA, as well as a research assistant at the University of Washington, and a chemist at Soil Control Lab in Watsonville, CA. Her experience includes biosolids and soil science research, branding King County's biosolids product, Loop®, strategic communications planning, project management, and soil, biosolids, and compost analysis and monitoring.

### ED ANDREWS, CREATIVE DIRECTION

Designer Ed Andrews founded Somelab in 2001. Since then, Ed's had the chance to collaborate with a great variety of companies, including The Skirball Cultural Center, The Bill and Melinda Gates Foundation, The Washington Bus, 4Culture, and King County's biosolids product, Loop.

Ed holds a Master of Architecture from the University of Maryland. Before moving to Seattle, Ed spent six years in San Francisco, where he worked for Polshek and Partners, Paulett Taggart Architects and NBBJ. Ed's passion for design beyond architecture led him to Frog Design, where he worked on comprehensive design projects for clients like RealNetworks and Maytag.

### MARCELA BARRIENTOS, CREATIVE DIRECTION + PROJECT MANAGEMENT

A former creative director at the Seattle studio of Fitch, Marcela joined Somelab in early 2007. While at Fitch, Marcela managed the design studio, leading project teams, collaborating with the brand strategy group, and guiding the firm's overall creative vision.

Marcela's experience ranges from branding and identity systems to annual reports, packaging, merchandising, event design and web sites. Her design skills and leadership have shaped projects for clients like Cisco, Seattle City Light, Resource Media, the Espy Foundation and the Make-A-Wish Foundation.

*Since 2001, the Somelab design studio has created branding, websites, environmental graphics and print communications for companies and organizations that strive to inspire and educate others. At its best, this process is always collaborative, giving us the fullest possible understanding of a client's business from their perspective—and allowing us to deliver solutions that are as unexpected as they are on-target. [Visit Somelab's website to learn more.](#)*

### AMY SACKA, COPYWRITER

Amy Sacka's writing experience spans nearly 20 years, delivering award-winning campaigns and powerful, results-proven copy for the world's most recognizable brands. She has worked at leading advertising agencies including BBDO Sydney - Australia, Wunderman Detroit, and POP Seattle, writing everything from digital content to print collateral, ad campaigns to direct mail. Amy's extensive client roster spans myriad industries and includes Adobe, Amazon, Starbucks, Target, Nike, Coca-Cola, Lincoln Mercury and many more. She is also an award-winning street photographer who has been published by National Geographic, National Geographic Traveler and The Guardian.

## PROJECT DESCRIPTION

The Bay Area Biosolids Coalition is a regional consortium of 17 wastewater utilities located in the San Francisco Bay area. The organization was developed and exists to find regional opportunities for shared biosolids management strategies.

The Coalition is seeking a creative environmental consultant that understands the nuances of biosolids communications, is well versed in web design and development, logo development, and technical visual communications tools, including infographics.

The Coalition would like to be identified with the environmental and social values and benefits associated with biosolids recycling.

### PHASE II: PART 1 / MESSAGING + LOGO

Leveraging the research findings, webinar feedback, plus the existing mission and vision statements, we will develop the following:

- **Brand promise** More than just a promise to all stakeholders, it's a brief statement used internally as a filter and action driver for how you approach what you do, and the decisions you make.
- **Brand personality** This element defines the tone of voice and look and feel for the Coalition. It will drive the design of all the visual elements and the tone of the marketing messages and materials.
- **Message platform** Building on the brand platform elements outlined above, we will create a message platform for the brand that will include:
  - Elevator pitch
  - Supporting messages

Based on the final brand strategy, we will develop a creative brief that will guide the development of the logo and the deliverables in Phase II, Part 2.

- **Logo** We will present 5 options for the logo. The preferred logo design will be refined and presented for approval. Logo files for all the different applications you will need will be delivered (in-house printing, online applications, commercial printing, etc.).

*Two rounds of revisions to be included in all above deliverables.*

## PHASE II: PART 2 / BRAND IMPLEMENTATION

Our creative brief will also guide the development of the following cornerstone pieces for BABC to use as key communications tools::

- **Website** We will present 2 options for the website design. The website will include up to 10 pages of content which will be written by our team, with input from the Coalition. Up to 3 infographics will be designed for the website (and then leveraged for the communications tools).

The website will be simple in nature to include text, photos and videos (to be provided by the Coalition). Some of the page types we anticipate are:

- Home page
- About the Coalition
- What are biosolids?
- Resources for member agencies
- Resources for the public

After the website has launched, we will conduct a 30-minute tutorial covering the basic tools, via phone.

*The website will be built using a Squarespace template. Squarespace subscription will need to be acquired by the Coaliton. Simple features like email collection may be added once we have more input from the Coaliton.*

- **Collateral** We will create 3 technical biosolids communications tools, leveraging infographics designed for the website. The tools will be tri-fold brochures (or similar length formats) and will be written by our team, with input from the Coalition.
- **Brand Book** Once all the above work has been completed, we will develop a brand book PDF to include: messaging, logo best practices, color palette, typography and brand samples.

*Two rounds of revisions to be included in all above deliverables.*

## FEES

The estimate below is based on the details outlined in the proposal.  
If the scope changes, we can update the estimate.

- **Messaging**
  - Preliminary brand elements: promise, personality and positioning
  - Message platform: elevator pitch, supporting messages
- **Design**
  - Logo (all necessary file types delivered)
  - Website design, including copywriting and development
  - Collateral (3)
  - Brand book
- **Project management and meetings**

Total: \$52,050

*Note: this estimate does not include the purchasing of stock photography*

## FEE PAYMENT SCHEDULE

The following payments will be made upon the completion of the Phases outlined below.  
Payment terms are net 30.

### **Payment 2: \$14,650**

- Phase II, Part 1: Messaging + Logo

### **Payment 3: \$37,400**

- Phase II, Part 2: Website + Collateral + Brand Book



## EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 6

FILE NO.: 20-17

MEETING DATE: July 19, 2019

**TITLE: Request for BACWA Executive Board Approval to Execute Agreement with the HDR Engineering, Inc. for the Completion of a Regional Evaluation of Potential Nutrient Discharge Reduction by Water Recycling in an amount not to exceed \$154,133.**

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

### RECOMMENDED ACTION

Authorize the execution of an agreement with HDR Engineering, Inc. to complete a Regional Evaluation of Potential Nutrient Discharge Reduction by Water Recycling in an amount not to exceed \$154,133.

### SUMMARY

The 2<sup>nd</sup> Nutrient Watershed Permit was adopted by the San Francisco Water Board on May 8, 2019. The Permit requires that, individually or in collaboration, the major Dischargers shall develop evaluate options and develop planning-level costs for nutrient discharge reduction by water recycling.

On May 31, BACWA issued a Request for Proposals for consultant support of the evaluation. A team led by HDR submitted a proposal that was deemed acceptable by a selection committee made up of BACWA Staff, a BACWA Executive Board member, as well as BACWA Recycled Water Committee leadership. A scope of work is attached with a contract cost of \$154,133.

Once a contract for the work has been executed, the BACWA Recycled Water Committee will oversee completion of the study and keep the Board apprised on progress. To control the level of effort, BACWA staff will assist the consultant team in working with BACWA's member agencies to obtain the needed information for the evaluation.

### FISCAL IMPACT

The BACWA 5 Year Plan anticipated spending \$150,000 for the Evaluation. The funds needed to complete the study are included in the Nutrient Surcharges for individual agencies that has been provided to the BACWA membership and will be collected over the next five years of the 2<sup>nd</sup> Nutrient Watershed permit term.

### ALTERNATIVES



1. Do not complete this work: This alternative is not recommended since the study is a requirement of the 2<sup>nd</sup> Nutrient Watershed Permit and the BACWA members are relying on BACWA to complete the study on their behalf.
2. Select another consultant to conduct the work: This alternative is not recommended since HDR Engineering Inc. was selected through a competitive process to complete the work.

Attachments:

Contract with HDR Engineering, Inc.  
Scope of Work with Level of Effort

Approved: \_\_\_\_\_  
Lori Schectel, Chair,  
BACWA Executive Board

Date: \_\_\_\_

## **BAY AREA CLEAN WATER AGENCIES PROFESSIONAL SERVICES CONTRACT**

This PROFESSIONAL SERVICES CONTRACT, effective 7/19/2019, 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 HDR Engineering Inc. ("Consultant"), a corporation doing business at 2121 N. California Blvd., Walnut Creek, CA 94596 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 nonemployee 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 based on the lump sum amounts for the various tasks shown in the scope of work in Exhibit A, up to a maximum amount payable of \$154,133. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA.
7. Consultant shall submit invoices quarterly (March, June, September, December), or upon completion of major project milestones, with progress made on each task as indicated by a percent of task completed. Payment will be made based on the lump sum for the task and the percentage of the task completed, as listed in Exhibit B. Invoices shall include the lump sum amount requested and a brief description of the work performed.
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.
10. All drawings, specifications, reports, programs, manuals, and other work product of Consultant that result from this Contract ("Work Product") will be considered the exclusive property of BACWA. Consultant agrees that it will not use, disclose, communicate, publish or otherwise make available to third parties any products, analyses, data, compilations, studies, proposals, technical or business information, and any other information related to the Services provided to BACWA without BACWA's prior written approval.

#### Indemnification

11. 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

12. 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

13. 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

14. 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

15. This contract shall automatically terminate on December 31, 2023. 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

16. 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.
17. 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.
18. 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.
19. 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

20. 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

21. 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 – Scope of Work

Exhibit B – Level of Effort and Budget

CONSULTANT:

HDR Engineering Inc.

2121 N. California Blvd

Street Address

Walnut Creek, CA 94596

City, State, Zip Code

47-0680568

Tax Identification No.

Consultant Signature

Date

Click here to enter text.

Name, Title

July 19, 2019

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BACWA Signature

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Date

David R. Williams, Executive Director

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Name, Title

## Bay Area Clean Water Agencies

### Regional Evaluation of Potential Nutrient Discharge Reduction by Water Recycling

#### Scope of Work

##### Task 1. Scoping and Evaluation Plan

The Scoping and Evaluation Plan will present the overall project roadmap. The needs and priorities of stakeholders will be discussed to produce a plan that is agreed upon. The Scoping Plan and Evaluation Plan will be provided as a single document.

For this Study, the Scoping and Evaluation Plan is expected to include:

- The approach to update the initial RW request for information (RFI) Template developed by HDR (<https://bacwa.org/document-category/optimization-and-upgrade-studies/> from 6/10/2016)
- Definition of timeframe for recycled water flow and nutrient load projections: Baseline = 2020 and Future = 2025, 2030, 2035, 2040+
- Development of approach to report level of confidence for each project. For example, will weighting be considered for projects that are still conceptual in nature?
- Approach for updating cost estimates:
  - If available, cost estimates from existing master plans (or more detailed cost estimates) will be updated.
  - All costs will be referenced to the latest Engineering News Record (ENR) Construction Cost Index (CCI) for the San Francisco region to ensure consistency in reporting.
  - Optional task: if costs are not available, Consultant can prepare cost estimates using typical industry sizing criteria (e.g., 5 gpm/sf for peak flow for filter sizing) based on flow and load projections provided by the agency. In this case, cost estimates would be based on the same parametric cost estimating tool that Consultant employed for the 2018 Nutrient Reduction Study.
- Method for estimating nutrient load reduction potential, including consideration of return streams (e.g., RO concentrate). Nutrient load reduction projections will be prepared for total inorganic nitrogen (TIN), and total phosphorus (TP).

Consultant will meet with representatives from the Recycled Water Committee (RWC) once to review the draft Scoping and Evaluation Plan, followed by a second meeting to present the draft plan to the BACWA Executive Board for final approval, prior to submission to the RWQCB. Consultant will also meet with the Regional Water Quality Control Board (RWQCB) to present the plan and obtain their feedback and acceptance. If any final edits or adjustments are needed, those would be implemented prior to the regulatory deadline of December 1, 2019.

Deliverables: Draft Scoping and Evaluation Plan for RWC, Updated Draft Scoping and Evaluation Plan for BACWA Board, Draft Final Scoping and Evaluation Plan for RWQCB, and Final Scoping and Evaluation Plan. All deliverables will be provided as electronic PDFs.

## Task 2. Data Collection and Analysis

Consultant will update the recycled water RFI previously provided to the participating agencies and obtain feedback from the RWC. Following feedback from the RWC, the RFI will be finalized and provided to the participating agencies.

Following distribution of the RFI, Consultant will lead two webinars with participating agencies to review the requested information, how to use the RFI, and to answer questions regarding the need for the information and about the study overall.

The RFIs will be tailored for each agency using information that Consultant previously collected during the Nutrient Reduction Study. Specifically, Consultant anticipates providing the following data for confirmation and update:

- Current recycled water flows and nutrient loads removed (if applicable). Nutrient concentrations will be based on the Group Annual Report data.
- Projected future recycled water use by category in five-year increments (e.g., golf course irrigation, landscape irrigation, industrial use).
- Confidence of each future project based on likelihood of implementation and/or level of project development.
- Description of existing treatment plant, treatment plant processes, and service area.
- Description of existing recycled water program, if applicable.

The RFI will include a request for new information, including capital and O&M cost estimates, as well as the best available documentation (i.e., master plans, feasibility plans, etc.) that describes the existing and planned recycled water program. Once the RFIs have been issued to the participating agencies, consultant will have one meeting (or call) to review and confirm the data provided and resolve any outstanding questions.

The analysis for each participating agency will include the following:

- Recycled water and nutrient load reduction projections with use type.
- Cost and likelihood of implementation (level of certainty).
  - Unit metrics by plant, including:
    - \$/acre-foot (for recycled water used)
    - \$/lb nutrient removed
    - \$/gpd (for comparison against the First Watershed Permit)
- Identification of adverse impacts and benefits from each project (e.g., reduction of potable water demand).



- Assessment of feasibility, efficacy, and reliability for each project (e.g., low reliability for recycled water fill stations).
- Identification of potential challenges to implementation (e.g., disposal of RO concentrate).

The results of the analyses will be documented in individual plant reports described in Task 3a.

Deliverables: Draft Request for Information (RFI) submitted to RWC for review and confirmation, Final RFI submitted to each agency, 2 webinars to review the RFI with participating agency. RFIs will be submitted in Microsoft Excel.

### Task 3a. Individual Reports and Agency Validation

Consultant will prepare a draft agency-specific report template for review by the RWC to facilitate buy-in and early corrections in content and format. The individual reports for the participating agencies will be organized similar to the 2018 Nutrient Reduction Study:

- Executive summary that includes a table (cost, flow projections, load reduction, and likelihood of implementation in five-year increments) and a brief description of the future recycled water concepts and uses.
- Introduction of each agency, plant and processes, and existing recycled water service area and flows.
- Methods for projections, water/nutrient load reductions from discharge, unit cost calculations, and weighting of reuse options.
- Results that present the analysis in tables/plots and discusses the likelihood of implementation per reuse concept.
- Summary of adverse impacts and benefits, feasibility, and potential challenges to implementation.
- Appendices will include any relevant information from the RFI excluded from the main body and agency sign-off.

Each agency will have an opportunity to review its draft individual plant report and provide comments. Upon receiving comments, a conference call will be led by our team to review the comments prior to finalizing each individual report. Once each individual report is finalized, consultant will collect Agency Acceptance Letters that will be included as an appendix within the final report to the Regional Water Board.

Deliverables: Draft Agency-Specific Report Template for review by RWC, Draft Agency-Specific Report for each participating agency, Final Agency-Specific Report for each participating agency. All deliverables will be provided as electronic PDFs.

### Task 3b. Recycled Water Study

Following completion of the agency specific reports an executive style summary report will be prepared to summarize the information and results. Similar to the Nutrient Reduction Study, the components of the Recycled Water Study will include:

- Executive summary that presents the overall findings and provides context on the role of recycled water as a means to reduce nutrient loads to the SF Bay.

- Basis of evaluation that describes the approach and methodologies employed for the study.
- Results summarized by subembayment and bay-wide, presented with tables and graphics
- Study limitations
- Key observations, as appropriate
- Appendices, including each individual plant report, agency acceptance letters, scoping and evaluation plan, basis of cost estimates, and other calculations if appropriate.

Deliverables: Draft Recycled Water Study, Final Recycled Water Study. All deliverables will be provided as electronic PDFs.

#### Task 4. Project Management and Progress Updates

Consultant shall control the Project in terms of staffing, budget, schedule and scope, and promote communication within the project team including with the participating agencies, the recycled water committee, the BACWA Regulatory Program Manager, and the BACWA Executive Board. Consultant shall provide the following services under this task.

Consultant's Project Manager will attend BACWA's Recycled Water Committee Meetings to provide regular updates on project progress and to solicit input and feedback at key milestones. For example, Consultant will present the Draft Scoping and Evaluation Report to the Recycled Water Committee at the September 2019 meeting. Other key milestones where RWC input and feedback will be solicited include: 1) information to be requested in the updated recycled water RFI at the January 2020 RWC Meeting, and 2) the content and format to be presented in the individual agency reports at the May 2020 RWC Meeting. As we learned with the 2018 Nutrient Reduction Study, there will be a number of unanticipated questions and issues that will arise as the project progresses—we will actively engage with the RWC to identify and resolve these as quickly as possible.

Consultant's Project Manager will also present an update to the BACWA Executive Board on project progress at least twice annually. The first meeting is anticipated at this year's September Pre- Pardee meeting to present and obtain feedback on the Draft Scoping and Evaluation Plan, prior to submission to the Regional Water Board.

In addition to these regular engagements with the RWC and BACWA Executive Board, Consultant will also prepare and submit progress updates in June 2021 and again in June 2022 (if needed) for submission to the Regional Water Board. These updates will summarize project progress, ongoing work, and activities remaining to be completed.

Deliverables: Regular invoices and status reports.

**Table 1 - Estimated Work Effort and Cost**

Bay Area Clean Water Agencies

*Regional Evaluation of Potential Nutrient Discharge Reduction by Water Recycling*

Task	QA/QC	Project Manager	Technical Lead	Engineer	Admin/ Clerical	HDR Hours	HDR Cost	QA/QC	Technical Lead	Engineer	Sub Hours	Total Cost
<b>Hourly Rates</b>	<b>\$275</b>	<b>\$250</b>	<b>\$240</b>	<b>\$160</b>	<b>\$145</b>			<b>\$288</b>	<b>\$239</b>	<b>\$168</b>		
1 Scoping and Evaluation Plan	1	4	20	8	0	33	\$7,355	5	8		13	\$10,710
2 Analysis	0	2	21	144	0	167	\$28,580	20	80	100	200	\$70,322
3 Reporting	4	20.25	66.5	68	12	170.75	\$34,743	8	50	80	138	\$62,481
4 PM & Progress Updates		24			12	36	\$7,740	10			10	\$10,620
<b>Totals</b>	<b>5</b>	<b>50.25</b>	<b>107.5</b>	<b>220</b>	<b>24</b>	<b>406.75</b>	<b>\$78,418</b>	<b>43</b>	<b>138</b>	<b>180</b>	<b>361</b>	<b>\$154,133</b>

## MEETING AGENDA

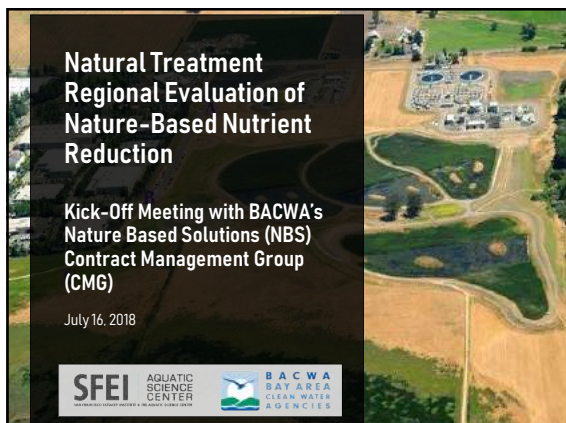
### KICK-OFF MEETING: REGIONAL EVALUATION OF NATURE-BASED NUTRIENT REDUCTION

**Date:** July 16, 2019, 9:00 – 10:30 pm

**Location:** EMBUD HQ, 375 11th St., Oakland; Small Training Room, 2nd Floor (no sign-in required)

1) Introductions	9:00 am
2) Background <ul style="list-style-type: none"> <li>• Permit requirements</li> <li>• Nexus to prior studies</li> <li>• Complimentary regional efforts (OLUs &amp; Transforming Shorelines)</li> </ul>	9:15
3) Scope of Work <ul style="list-style-type: none"> <li>• Project team</li> <li>• Regional evaluations</li> <li>• Site-specific analysis &amp; planning-level concepts</li> <li>• Approaches to overcoming implementation barriers</li> </ul>	9:45
4) Proposed Coordination with BACWA Members <ul style="list-style-type: none"> <li>• Nature Based Solutions (NBS) Contract Management Group (CMG)</li> <li>• Web-based survey</li> <li>• Site visits and consultations with POTW stakeholders</li> </ul>	10:10
5) Future CMG Schedule and Meeting Locations	10:20
6) Adjourn	10:30

Note: Parking is available at the Renaissance Plaza garage next door to the EBMUD parking garage entrance on Webster St. Also 12<sup>th</sup> Street/ City Center BART station is 1-1/2 blocks away.



Background: Permit Requirements

**2<sup>nd</sup> Watershed Permit requirement:**

**Provision VI.C.2: Regional Evaluation of Potential Nutrient Discharge Reduction by Natural Systems**

Background: Permit Requirements

**By July 1, 2023 Permittees must submit a Final Status Report regarding the evaluation of options available for regional nutrient discharge reduction by natural systems and Region 2 POTWs**

Background: Permit Requirements

**Required Deliverables**

- Scoping Plan: December 1, 2019
- Evaluation Plan and schedule: July 1, 2020
- Status Reports: July 2021 and 2022
- Final evaluation: July 2023

Background: Permit Requirements

**Identify the potential for, at all R2 POTWs:**

- Treatment wetland systems
- Wetlands creation or enhancement
- Horizontal levee creation

Background: Permit Requirements

**At each feasible site evaluate:**

- Estimated load reduction
- Ancillary benefits and effects
- Feasibility and cost
- Challenges to implementation

## Background: Prior Studies

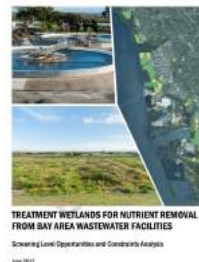
**Builds upon recent efforts:**

- Treatment wetland conceptual evaluation (NMS/SFEI, 2017)
- Optimization and Upgrades (BACWA/HDR, 2018)
- Adaptation Atlas (SFEI, 2019)

## Background: Prior Studies

**Treatment Wetlands Screening Report**

- High-level GIS-driven exercise
- Proof of concept for further study



## Background: Prior Studies

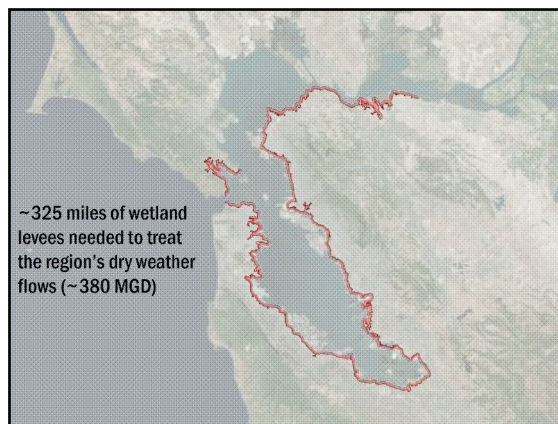
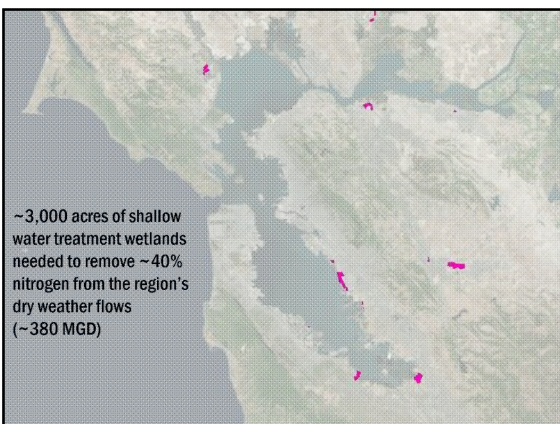
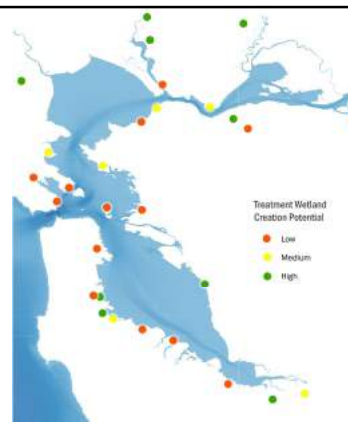
**Treatment Wetlands Screening Report**

- High-level GIS-driven exercise
- Proof of concept for further study

**Results:**

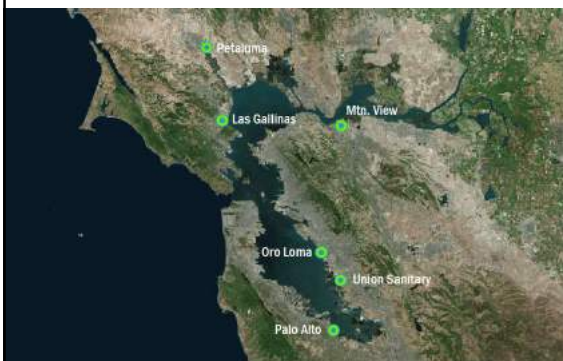
~1/2 of R2 POTWs have significant potential capacity

~3,000 acres of shallow treatment ponds needed to achieve ~40% N-load reduction

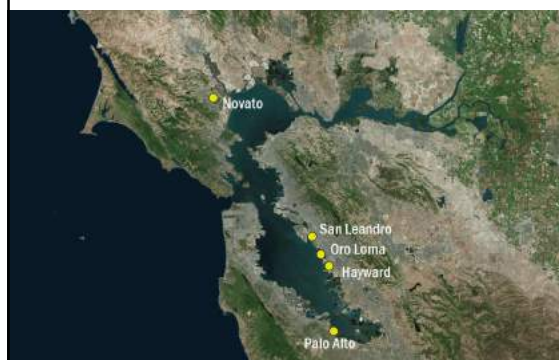




### Bay Area has history of wetland treatment pilots...



### A new generation of projects being considered...



#### Background: Prior Studies

#### Optimization & Upgrade Report

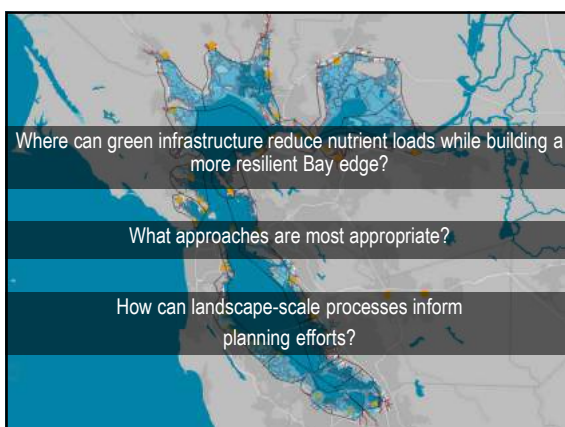
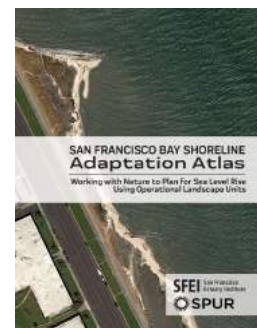
- Treatment Optimization
- Sidestream Treatment
- Treatment Upgrades
- Other means



#### Background: Prior Studies

#### Adaptation Atlas

A framework for developing sub-regional sea level rise adaptation strategies, taking advantage of natural processes



#### Scope of Work

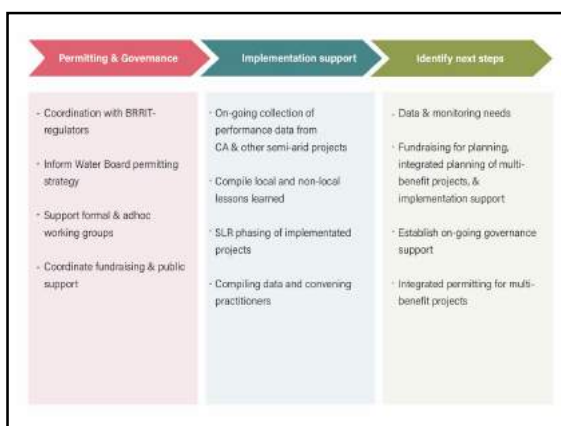
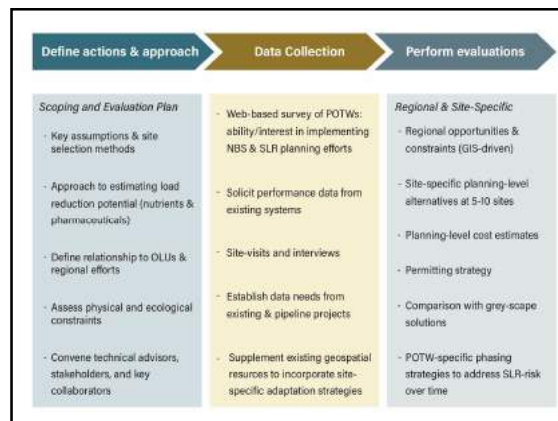
#### SFEI's Proposed Approach

- Convene interdisciplinary team (Aug/Sep '19)
- Scoping & Evaluation Plan (Oct-Dec '19)
- Data collection and outreach
- Conduct evaluations and assess constraints
- Complete evaluations: June 2022

### Scope of Work

#### Project Team

- **SFEI:**
  - **David Senn & Julie Beagle: Project Directors**
  - **Ian Wren: Project Manager**
- **HDR:**
  - **Mike Falk et al: engineering concepts, cost estimation, comparison with optimization & upgrade strategies**
- **Treatment wetland experts**
- **Others (pending available resources)**



### BACWA Coordination

#### Overview of BACWA Engagement

- **Nature Based Solutions (NBS) Contract Management Group (CMG) - quarterly**
- **Web-based surveys – late 2019**
- **Site visits and consultations with candidate facilities (2020/early-21)**

### BACWA Coordination

#### Key 2019 Dates

- **July 16: First CAG Meeting**
- **Oct: 2<sup>nd</sup> CAG Meeting (finalize scoping & evaluation)**
- **Draft Scoping & Evaluation Plan to BACWA: Nov. 1, 2019**
- **Final Draft to Water Board: Dec. 1, 2019**



CAG Meetings

**To-Do Today: Discuss CAG Schedule & Location(s)**



Planning Subcommittee Meeting No. 40

July 17, 2019

9:00 am – 12:00 pm

Water Board Offices

Chair: Tom Mumley

Agenda

- |    |  |       |
|----|--|-------|
| 1. | Agenda Modifications (All) 5 min                       | 9:00  |
| 2. | Review Outstanding Action items (DW) 5 min             | 9:05  |
| 3. | Science Program update (DS) 10 min                     | 9:10  |
|    | a. Staffing  |       |
|    | b. Other   |       |
| 4. | Priority Updates                                       |       |
|    | a. Report-Outs - 10 min                                | 9:20  |
|    | b. Current Issues – 20 min                             | 9:40  |
|    | c. NMS Calendar Review -10 min                         | 9:50  |
|    | i. Review future SC and PS meeting schedules (DW/IW)   |       |
| 5. | Other Updates – 80 min                                 | 10:00 |
|    | a. Discussion: USGS cruise status                      |       |
|    | b. Discussion: SC meeting follow-up re: FY20 Work Plan |       |
|    | c. Discussion: Nature-based nutrient reduction efforts |       |
| 6. | Planning the next Steering Committee meeting – 40 min  | 11:20 |
|    | a. Agenda review and discussion (DS)                   |       |
|    | b. Review of Action items from meeting (DW)            |       |
|    | c. Next steps (ALL)                                    |       |
| 7. | Adjourn or address Parking Lot items                   | 12:00 |

Parking Lot of Identified PS Future Agenda Items

- a. Outreach to resource agencies re: DO objectives
- b. Brainstorming on future priorities for the PS (ALL)
- c. EPA nutrient criteria discussion
- d. Discuss concept of holding an annual forum on nutrients

## Lorien Fono

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**From:** Lorien Fono  
**Sent:** Wednesday, July 17, 2019 10:45 AM  
**To:** Lorien Fono  
**Subject:** FW: [CASA FLC] PFAS/PFOA  
**Attachments:** ATT00001.txt

**From:** Federal-legislative-affairs <[federal-legislative-affairs-bounces@lists.casaweb.org](mailto:federal-legislative-affairs-bounces@lists.casaweb.org)> **On Behalf Of** Eric Sapirstein via Federal-legislative-affairs  
**Sent:** Wednesday, July 10, 2019 3:03 PM  
**To:** CASA Federal Legislative Affairs List Server <[federal-legislative-affairs@lists.casaweb.org](mailto:federal-legislative-affairs@lists.casaweb.org)>  
**Cc:** Eric Sapirstein <[esap@ensresources.com](mailto:esap@ensresources.com)>  
**Subject:** [CASA FLC] PFAS/PFOA

CASA FLC Members,

As many of you have read, Congress continues to wrestle with how best to address the PFAS/PFOA threats. The current House floor debate on the National Defense Authorization Act (H.R. 2500) will likely be approved with a series of PFAS/PFOA related provisions to address both the defense facilities' needs AND overall PFAS/PFOA environmental responses related to water and other media. Of special concern to CASA agencies is the expected passage of an amendment that would designate the chemical compounds as constituents under Superfund. (This effort was defeated in the Senate when it passed its version of H.R. 2500.)

As you know, designation of PFAS/PFOA under Superfund would impose incredible challenges ranging from monitoring, treatment, destruction and disposal for CASA agencies. It could also significantly impact the costs associated on with water recycling. The underlying science on PFAS threats from wastewater is not documented. Additionally, if biosolids were to be caught up in the designation, the ability to treat and dispose of biosolids as a hazardous waste would at best be impossible given the likely need to dispose in "hazardous waste" facilities. And of course, the potential to be subject to Superfund cleanup liability could also arise into the future.

The debate over how to address this issue will continue into the fall when the House and Senate will need to reconcile the two defense bills. Additionally, the White House issued a veto threat on H.R. 2500 given the PFAS/PFOA language.

Below is a letter from the environmental NGO community that summarizes the extent to which this policy issue has become a lightning rod. Given the NGO's position and the Administration and Senate's opposition to the concept of Superfund designation, the ultimate fate and content of the designation language is highly questionable. We will be reviewing the status of this language during the August FLC meeting and appropriate next steps.

Environmental NGO Letter on PFAS/PFOA Amendments to H.R. 2500

**Alliance of Nurses for Healthy Environments \* Center for Biological Diversity \* Center for Environmental Health \* Clean Water Action \* Earthjustice \* Endangered Species Coalition \* Environment America \* Environmental Health Strategy Center \* Environmental Working Group \* GreenLatinos \* League of Conservation Voters \* Natural Resources Defense Council \* Safer Chemicals Healthy Families \* Sierra Club \* Southern Environmental Law Center \* Toxic-Free Future \* Union of Concerned Scientists \* WE ACT for Environmental Justice**

July 10, 2019

RE: Support PFAS amendments to NDAA

Dear Representative:

On behalf of our millions of members and supporters nationwide, we urge you to support PFAS reform amendments to H.R. 2500, the National Defense Authorization Act for FY 2020.

Per-and polyfluoroalkyl (PFAS) substances are “forever chemicals” that contaminate the drinking water of millions of Americans. This week, the House will vote on a series of amendments to H.R. 2500 that would begin to address the PFAS contamination crisis. These amendments will help us understand the scope of the crisis; address ongoing PFAS releases; clean-up legacy PFAS; and assist military families with finding solutions to health problems linked to PFAS pollution.

In particular, we urge you to support amendments that would:

- Designate PFAS as hazardous substances under CERCLA, the Superfund law (Dingell #537)
- Accelerate PFAS cleanup near military and other federal installations (Dingell #538)
- Require community notification of DOD PFAS detections (Turner #94)
- Quickly phase out military use of PFAS in firefighting foam (Dean #512)
- Set limits on PFAS discharges into drinking water supplies (Pappas #665)
- End the use of PFAS in military food packaging (Dingell #141)
- Expand water quality monitoring for PFAS (Kildee #7)
- Regulate incineration of PFAS wastes (Levin #352)
- Provide additional \$5 million for ATSDR study (Dean #518)
- Create an online health database for military members (Pappas #165)
- Require GAO to study DOD’s PFAS clean-up efforts (Kildee #159)

While these actions will not completely solve the PFAS crisis, they are important first steps towards protecting our families and communities from these toxic chemicals.

Again, we urge you to VOTE YES when these amendments are offered to H.R. 2500, the National Defense Authorization Act.

Sincerely,

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Eric Sapirstein,  
ENS Resources, Inc.  
Suite 1005  
1901 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006  
202.466.3755

# DRAFT

## Executive Board Special Meeting Agenda

SF Bay Regional Water Board / BACWA Executive Board Joint Meeting

Thursday July 18, 2019, 10am to 12pm

SF Bay Water Board, 1515 Clay Street, St. 1400 Oakland, CA

**ROLL CALL AND INTRODUCTIONS – 10:00**

**PUBLIC COMMENT – 10:05**

**DISCUSSION/OTHER BUSINESS- 10:10**

Topic	Goal	Time
<b>1. Nutrients</b>	<ul style="list-style-type: none"> <li>• Next steps for NBS and recycled water regional studies</li> <li>• Alternatives for continuing USGS monitoring program</li> <li>• Timing of funding for science program</li> </ul>	10:15
<b>2. Basin Plan Amendments</b>	<ul style="list-style-type: none"> <li>• BACWA Update on progress on Chlorine Residual BPA</li> <li>• Other items to incorporate into BPA or separate BPA</li> <li>• Bacterial Objectives Implementations</li> </ul>	10:35
<b>3. Enterococcus monitoring</b>	<ul style="list-style-type: none"> <li>• BACWA's update on enterococcus sampling effort</li> </ul>	11:00
<b>4. PSL Ordinances in NPDES Permits</b>	<ul style="list-style-type: none"> <li>• Discussion of requirement to adopt PSL Ordinance in SSF/San Bruno NPDES permit</li> </ul>	11:10
<b>5. CECs</b>	<ul style="list-style-type: none"> <li>• BACWA participants in ethoxylated surfactants studies</li> </ul>	11:20
<b>6. Wetlands</b>	<ul style="list-style-type: none"> <li>• Update from Water Board on progress</li> <li>•</li> </ul>	11:25
<b>7. Toxicity</b>	<ul style="list-style-type: none"> <li>• Review of new draft Provisions</li> <li>• Update on meetings with Staff and Board members, including July 15 workshop</li> <li>• Update on adoption</li> </ul>	11:35
<b>8. Climate Change update</b>	<ul style="list-style-type: none"> <li>• Regional Water Board policy/actions on climate change</li> </ul>	11:40
<b>9. Pardee Technical Seminar</b>	<ul style="list-style-type: none"> <li>• Discussion of topics for Pardee: <ul style="list-style-type: none"> <li>○ Science Plan Update</li> <li>○ Group Annual Report</li> <li>○ CEC monitoring/PFAS</li> <li>○ Wetlands</li> <li>○ Climate Change</li> <li>○ Toxicity</li> <li>○ Bacterial Objectives</li> </ul> </li> </ul>	11:50

**ADJOURNMENT**

## **BACWA Microplastics Talking Points**

### **Introduction**

Microplastics are found in many water bodies world-wide and is viewed as a contaminant of emerging concern in San Francisco. The San Francisco Estuary Institute is the lead scientific body investigating microplastic contamination in the Bay. They are collaborating with several other scientific and academic institutions in furthering the science on microplastics. The San Francisco Regional Water Board is engaged in the scientific investigations and is not proposing any regulatory actions pending the availability of more scientific information as to whether or not microplastics pose a threat to aquatic life and water quality.

As governing boards and councils hear more about microplastics they will be seeking information from their staffs on the status of scientific investigations, key issues, and the possibility of future regulations being imposed. As a member of the wastewater public agency community it is important to have a common understanding of the issue and be able to convey a common message to governing bodies. These talking points are intended to present key information that BACWA members can use in briefing their respective governing bodies.

**Methods of Detection:** As a result of early scientific investigation, it became clear that accurately identifying a microparticles as a microplastic was going to be very challenging, expensive and time consuming. However, if accurate detection was ignored, regulations could be adopted that would be expensive and misguided by attempting to reduce naturally occurring microparticles thought to be microplastics.

- Efforts for method standardization are a high priority, and are still underway. SCCWRP is recruiting POTW labs for method development assistance
- Due to the labor intensiveness of spectroscopy, only a small sample of the total particle collected in recent studies have been analyzed. Even with spectroscopy, in many cases it is impossible to differentiate between natural and plastic fibers, especially if they are dyed

**Importance of different sources:** Building on the scientific efforts to accurately identify microplastics and their potential negative impacts on the environment, it will be essential to identify the sources of microplastics so the most cost-effective means for reducing microplastics can be pursued such as end of pipe treatment, source control or runoff control.

- Results of 24-hour composite sampling at 8 POTWs in 2018 showed that advanced secondary plants had lower microparticle counts than plants without filtration. However, the total counts are still millions per day. In aggregate, 47 billion microparticles are discharged annually to the SF Bay by POTWs, of which 21 billion are estimated to be plastic.
- Stormwater contributes more than 200 times more microparticles to the San Francisco Bay than POTWs.
- Atmospheric deposition may be a source, but is poorly understood

**Types of microparticles in POTW effluent:** If POTWs are found to be a significant pathway for microplastics finding their way to the environment, it is important to understand the types of microplastics found in POTW effluent so that the most effective mean for removal can be designed.

- The majority of microparticles discharged by POTWs are fibers, followed by fragments, then foam.
- Most fibers could not be identified as natural or synthetic because the dyes mask the signal of the material.
- Of the fragments, 55% were identified as plastic.

**Policy Issues:** As the science matures on identification of microplastics and their impact on the environment, policies will need to be developed that address the issue. Current policy thinking is as follows:

- Due to persistence, increasing use, and lack of known toxicity thresholds, RMP is following EU decision, and recommending promoting microplastics to “moderate concern” tier
- Recommendations for reducing microfibers in WW effluent do not focus on end-of-pipe treatment. Instead they include development of clothing sheddability standard as well as washing machine filtration

		<b>Draft PROGRAM</b>	
		<b>BACWA ANNUAL TECHNICAL SEMINAR</b>	
		<b>September 26 - 27, 2019</b>	
		<b>EBMUD Pardee Facility</b>	
<b><u>Day</u></b>	<b><u>Time</u></b>	<b><u>Theme</u></b>	<b><u>Topic</u></b>
<b>Thur</b>	8:30 AM		<b><u>Breakfast</u></b>
	9:15 AM	<b>BACWA Operational</b>	<b><u>Financial</u></b>
			FY 20 Budget
			5 Year Plan
			-Assumptions for Future Dues/CBC/Nutrient Surcharges
			2019 Calendar
			Updated Succession Plan
			Recognizing CASA ED
		<b>Nutrients - 2nd Watershed Permit</b>	<b><u>Update and Discussion</u></b>
			2nd WS Permit
			-preview of GAR
		<b>Challenges to Address in Advance of 3rd WS permit</b>	<b><u>Update and Discussion</u></b>
			-Identification of early actors
			-Adjustments to PLTs
			-Continued science funding
			-Imposition of load caps
			-Trading
			-Compliance Schedules
			-BACWA's role
	Noon		<b><u>Lunch</u></b>
	12:30 PM	<b>Regulatory Issues</b>	<b><u>Update and Discussion</u></b>
			-Microplastics
			-Biosolids
			-SWRCB Toxicity Provisions and Toxicity Litigation Update
			-Chlorine BPA (enterococcus, O&G)
			-Bacteria Objectives
			-Enterococcus sampling update
			-PFAS
			<b><u>Break</u></b>
			<b><u>Update and Discussion</u></b>
			-CEC monitoring, ethoxylated surfactants, White Paper
			-AIR Issues Discussion (?)
			-ELAP and TNI implementation
			-Regulatory Matrix Summary





## Proposed Enterococcus sampling locations in San Francisco Bay

### Overview

This sampling plan proposes 16 locations for *Enterococcus* sampling throughout San Francisco Bay. This work is being undertaken to evaluate background *Enterococcus* concentrations so the San Francisco Bay Regional Water Quality Control Board can determine if dilution credits would be allowed in upcoming National Pollution Discharge Elimination System (NPDES) permits. This option is being reviewed because the bacterial objective for water contact recreation was recently reduced from 35 CFU/100 mL to 30 CFU/100 mL.

### Proposed locations for sampling

Proposed sampling locations were selected based on: (1) outfall locations of major publicly-owned treatment works (POTWs), (2) locations of previous studies, and (3) distance from San Francisco due to sample hold times. Deep water discharge locations were prioritized over shallow water outfalls (American Canyon, Fairfield-Suisun, Petaluma, Sonoma Valley, Yountville, St. Helena, Calistoga, Mountain View, and Las Gallinas excluded). The outfall for Novato Sanitary District is too shallow to sample via boat in all conditions. In addition, three Lower South Bay POTW outfalls (Palo Alto, Sunnyvale, and San Jose) were excluded from this study because any dilution credit is unlikely to change their operational practices. Previous enterococcus data have been collected near the POTW outfalls of San Jose, East Bay Discharger Authority (EBDA), and Central Contra Costa Sanitation District (CCCSD). The EBDA and CCCSD outfalls are included in the study.

A total of 16 sites are suggested to be sampled by boat; nine sites south of Marin (Figure 1, Table 1) and seven sites north of Marin (Figure 1, Table 2). Sampling coordinates listed in Tables 1 and 2 are the approximate locations of the discharges. Samples should be collected no less than 500 feet and no more than 1000 feet from these points. To the extent possible, sample upstream (current dependent) of the discharge locations. Sampling should commence at the location furthest away from the sample drop-off location.

Table 1. Nine sites south of Marin

Nearest WWTP discharge	Latitude (degrees north)	Longitude (degrees east)	SHELL Designation?
Marin County/Sewerage Agency of Southern Marin	37.8698	-122.4510	✓
Sausalito-Marín City Sanitation District	37.8428	-122.4685	✓
Treasure Island	37.8308	-122.3573	✓
East Bay Municipal Utility District	37.8165	-122.3496	✓
San Francisco Southeast	37.7502	-122.3718	✓
EBDA	37.6931	-122.2948	✓
North Bayside System Unit*	37.6668	-122.3601	✓
San Mateo	37.5804	-122.2453	✓
Silicon Valley Clean Water	37.5612	-122.2175	✓

\*Includes discharge from Millbrae, SFO, South SF/San Bruno, and Burlingame

Table 2. Seven sites north of Marin

Nearest WWTP discharge	Latitude (degrees north)	Longitude (degrees east)	SHELL Designation?
Central Contra Costa Sanitation District*	38.0437	-122.0986	
Benicia	38.0398	-122.1506	
Crockett Community Services District*	38.0568	-122.2146	
Vallejo Flood & Wastewater District**	38.0897	-122.2533	
Pinole/Rodeo Sanitary District***	38.0511	-122.2718	✓
Central Marin Sanitation	37.9486	-122.4562	✓
West County Agency	37.9129	-122.4180	✓

\*These locations plot on land. Sampling will take place between at least 500 feet away into Carquinez Strait.

\*\* The map shows the Carquinez Strait discharge location but the coordinates are for the Mare Island site.

\*\*\*These outfalls will be represented by a single sample since the outfalls are close to one another.

In addition to the samples collected by boat, two agencies will collect their own samples as listed in Table 3:

Nearest WWTP discharge	Latitude (degrees north)	Longitude (degrees east)
Delta Diablo	38.1828	-121.9236
Napa Sanitation District	38.2329	-122.2884

Neither Delta Diablo nor Napa Sanitation district have a shellfish harvesting beneficial use.

### *Sampling methods*

At each location, one grab sample should be collected from 1 meter below the water surface. If using a sampling device (e.g., Niskin, Van Dorn), the sampler should be rinsed thoroughly with site water before water is collected and dispensed into clean bottles. The sampler should wear gloves to avoid contaminating the sample bottles. Samples should be kept in the dark and on ice, and delivered to the lab within six hours of the first sample time. Field notes should include location, time, sampler name, and qualitative comments regarding wind, rain, and water clarity. Sampling should commence at the farthest away location from the lab drop-off location to ensure samples are delivered within the six-hour hold time. One field duplicate sample will be collected on each day of sampling.

Samples should be collected on two occasions—once during dry weather and once during wet weather. Dry weather sampling should be completed by the end of July 2019. Wet weather sampling should occur by the end of January 2020 but does not have to occur during a storm event.

### *Sample analysis*

A total of 40 samples will be delivered to Cel Analytical in San Francisco over both sampling periods (18 samples in each sampling period collected by boat including 2 field duplicates, plus two collected by agencies) where they will be analyzed for *Enterococcus*. Data will be sent electronically to Melissa Foley ([melissaf@sfei.org](mailto:melissaf@sfei.org)) upon completion of analysis and data QA/QC.

**Table 3-1: Water Quality Objectives for Bacteria<sup>a</sup>**

<b>Beneficial Use</b>	<b>Fecal Coliform (MPN/100ml)</b>	<b>Total Coliform (MPN/100ml)</b>	<b>Enterococcus (MPN/100ml)<sup>g</sup></b>
Water Contact Recreation	geometric mean < 200 90th percentile < 400	median < 240 no sample > 10,000	geometric mean < 35 no sample > 104
Shellfish Harvesting <sup>b</sup>	median < 14 90th percentile < 43	median < 70 90th percentile < 230 <sup>c</sup>	
Non-contact Water Recreation <sup>d</sup>	mean < 2000 90th percentile < 4000		
Municipal Supply: - Surface Water <sup>e</sup> - Groundwater	geometric mean < 20	geometric mean < 100 < 1.1 <sup>f</sup>	

Notes:

- a. Based on a minimum of five consecutive samples equally spaced over a 30-day period.
- b. Source: National Shellfish Sanitation Program.
- c. Based on a five-tube decimal dilution test or 300 MPN/100 ml when a three-tube decimal dilution test is used.
- d. Source: Report of the Committee on Water Quality Criteria, National Technical Advisory Committee, 1968.
- e. Source: California Department of Public Health recommendation.
- f. Based on multiple tube fermentation technique; equivalent test results based on other analytical techniques, as specified in the National Primary Drinking Water Regulation, 40 CFR, Part 141.21(f), revised June 10, 1992, are acceptable.
- g. Applicable to marine and estuarine waters only. Numeric values are based on Section 7958 of Title 17 of the California Code of Regulations, 69FR 67217 et seq., and 40 CFR Part 131.41 (effective date December 16, 2004).

**TABLE 4-2A EFFLUENT LIMITATIONS FOR BACTERIOLOGICAL INDICATORS***(ALL UNITS IN MPN/100ml)*

PARAMETERS:	DAILY MAXIMUM	SEVEN SAMPLE MEDIAN	5 SAMPLE MEDIAN OR GEOMETRIC MEAN
Enterococcus <sup>a,b</sup>			35 (as geometric mean)
Total Coliform Organisms <sup>b,c</sup>			
Shallow Water Discharge <sup>d</sup> (in immediate vicinity of public contact or shellfish harvesting)	240	2.2	
Deep Water Discharge <sup>e</sup>	10,000		240 (as median)

**NOTES:**

- a. This water quality-based effluent limitation shall be implemented as a geometric mean of a minimum of 5 effluent samples spaced over a calendar month. Fewer samples may be used on a case-by-case basis if allowed in the waste discharge requirements. Equivalent test results based on other analytical methods applicable to enterococcus approved in 40 CFR 136.3(a) are acceptable.
- b. For discharges into marine and estuarine receiving waters with the water contact recreation beneficial use, the Water Board will implement the enterococcus effluent limitation. For such discharges, on a case-by-case basis, the Water Board may implement the total coliform effluent limitation in place of the enterococcus effluent limitation. This may occur, for example, when wastewater treatment plants are required by the Water Board or another agency to monitor routinely for total coliform (e.g., for recycled/reclaimed water).

For discharges to receiving waters with the shellfish harvesting beneficial use, or to receiving water designated as freshwater, the Water Board will implement the total coliform effluent limitations.

For intermittent discharges that occur only during wet weather, the Water Board will implement the total coliform maximum daily effluent limitation.

For combined sewer overflows, notwithstanding any other provisions of this plan, discharges from the City of San Francisco's combined sewer system are subject to the U.S. EPA's Combined Sewer Overflow Policy.

Furthermore, the Water Board may apply these limitations selectively to non-sewage discharges, but these limitations shall not preempt Effluent Guideline Limitations established pursuant to Sections 301, 302, 304, or 306 of the federal Water Pollution Control Act, as amended.

- c. (1) The Water Board may consider substituting total coliform organisms limitations with fecal coliform organisms limitations provided that it can be conclusively demonstrated through a program approved by the Water Board that such substitution will not result in unacceptable

adverse impacts on the beneficial uses of the receiving water.

(2) The Water Board may consider establishing less stringent requirements for any discharges during wet weather.

- d. The Water Board may grant exceptions to these requirements where it is demonstrated that beneficial uses will not be compromised by such an exception. Discharges receiving such exceptions shall not exceed a five-sample median of 23 MPN/100 ml nor a maximum of 240 MPN/100 ml during dry weather.
- e. The deep water discharge total coliform effluent limitation is a water quality-based effluent limitation.

## Lorien Fono

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**From:** Lorien Fono  
**Sent:** Wednesday, July 17, 2019 9:38 AM  
**To:** Lorien Fono  
**Subject:** FW: agenda item # 18 - California Water Quality Monitoring Council  
**Attachments:** D3 a CWQMC CASA WG Reps\_Background.pdf

**From:** Walther, Shelly <[SWalther@lacsdc.org](mailto:SWalther@lacsdc.org)>  
**Sent:** Monday, July 15, 2019 2:41 PM  
**To:** Lorien Fono <[lfono@bacwa.org](mailto:lfono@bacwa.org)>; Jared Voskuhl <[JVoskuhl@casaweb.org](mailto:JVoskuhl@casaweb.org)>; David Williams <[dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)>  
**Cc:** Fisher, Manon G <[MFisher@sfwater.org](mailto:MFisher@sfwater.org)>  
**Subject:** RE: Connection with the California Water Quality Monitoring Council

Hi Lorien,

My apologies for the delay. Here is the current list of CWQMC workgroups. CASA's goal is to have 3-4 CASA representatives on each workgroup, evenly distributed amongst northern and southern CA agencies.

Take care,  
Shelly

**Shelly M. Walther**  
Environmental Scientist | Reuse & Compliance  
562-908-4288 ext. 2842 | [swalther@lacsdc.org](mailto:swalther@lacsdc.org)

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**SANITATION DISTRICTS OF LOS ANGELES COUNTY**    
*Converting Waste Into Resources* | <https://www.lacsdc.org/>

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**From:** Lorien Fono [<mailto:lfono@bacwa.org>]  
**Sent:** Tuesday, July 09, 2019 4:33 PM  
**To:** Jared Voskuhl; Walther, Shelly; David Williams  
**Cc:** Fisher, Manon G  
**Subject:** RE: Connection with the California Water Quality Monitoring Council

I did not hear back from anyone based on the notice in the Bulletin or our Permits Committee. However, we will be raising this at our next Executive Board meeting, which is next Friday. Could I also get the most recent list of workgroups that need volunteers so I can include it in the packet?

---

**From:** Jared Voskuhl <[JVoskuhl@casaweb.org](mailto:JVoskuhl@casaweb.org)>  
**Sent:** Tuesday, July 9, 2019 10:22 AM  
**To:** Walther, Shelly <[SWalther@lacsdc.org](mailto:SWalther@lacsdc.org)>; Lorien Fono <[lfono@bacwa.org](mailto:lfono@bacwa.org)>; David Williams <[dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)>  
**Cc:** Fisher, Manon G <[MFisher@sfwater.org](mailto:MFisher@sfwater.org)>  
**Subject:** Re: Connection with the California Water Quality Monitoring Council

Hi Lorien and Shelly,

Thank you for coordinating to get the word out to Bay Area stakeholders about the CWQMC's workgroups. I'm preparing the agenda for CASA's next RWG, and one of the items is the current listing of workgroup participants. I wanted to check in to ask if BACWA's June bulletin generated any interest to participate? If so, please let me know so that we include them on the list and connect them to SWB staff who provide administrative support to the workgroups.



Thank you,  
Jared

Jared Voskuhl  
Legislative and Regulatory Analyst  
California Association of Sanitation Agencies  
916.446.0388, ext. 108 (office)  
916.694.9269 (mobile)  
*Ensuring Clean Water for California*  
casaweb.org | [@casa\\_cleanwater](#) | [casacleanwater](#)



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August 21-23, 2019 Manchester Grand Hyatt San Diego

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[CASACleanwater](#)



[@CASA\\_Cleanwater](#)

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**From:** "Walther, Shelly" <[SWalther@lacsds.org](mailto:SWalther@lacsds.org)>

**Date:** Monday, June 3, 2019 at 8:54 AM

**To:** 'Lorien Fono' <[lfono@bacwa.org](mailto:lfono@bacwa.org)>, David Williams <[dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)>

**Cc:** "Fisher, Manon G" <[MFisher@sfgwater.org](mailto:MFisher@sfgwater.org)>, Jared Voskuhl <[JVoskuhl@casaweb.org](mailto:JVoskuhl@casaweb.org)>

**Subject:** RE: Connection with the California Water Quality Monitoring Council

Thanks Lorien! I think that looks great. Let's see how things develop after BACWA members read that in the June bulletin. If we don't receive sufficient response, we can consider another targeted bulletin item in the future.

Thanks again and take care,  
Shelly

**Shelly M. Walther**

Environmental Scientist | Reuse & Compliance  
562-908-4288 ext. 2842 | [swalther@lacsds.org](mailto:swalther@lacsds.org)

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**SANITATION DISTRICTS OF LOS ANGELES COUNTY** [f](#) [t](#)  
Converting Waste Into Resources | <https://www.lacsds.org/>

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**From:** Lorien Fono [<mailto:lfono@bacwa.org>]

**Sent:** Monday, June 03, 2019 8:52 AM

**To:** Walther, Shelly; David Williams

**Cc:** Fisher, Manon G; Jared Voskuhl ([JVoskuhl@casaweb.org](mailto:JVoskuhl@casaweb.org))

**Subject:** RE: Connection with the California Water Quality Monitoring Council

Shelly, based on your previous email, I had thrown this together and was planning to get it out in the June Bulletin:

The [California Water Quality Monitoring Council](#) (CWQMC) was established in 2008 to comply with California Senate Bill 1070. Under SB 1070, the Monitoring Council develops recommendations to the Secretaries of Cal/EPA and the Natural Resources Agency to improve the coordination and cost-effectiveness of water quality and ecosystem monitoring and assessment, enhance the integration of monitoring data across departments and agencies, and increase public access to monitoring data. The scope of monitoring considered by the Monitoring Council is water quality and associated ecosystem health, which includes surface waters (streams, rivers, lakes, wetlands, and the coastal zone), their related ecosystems, wildlife populations and habitats, drinking water, and groundwater. Actions of the Monitoring Council include making recommendations to the Cal/EPA Agency Secretary for action by individual boards, departments, commissions and conservancies, and proposing legislative solutions. The table at [this link](#) contains a list of CASA members who participate in the CWQMC workgroups. **Additional representatives are needed. Please contact Shelly Walther ([swalther@lacsdsd.org](mailto:swalther@lacsdsd.org)) or Jared Voskuhl ([jvoskuhl@casaweb.org](mailto:jvoskuhl@casaweb.org)) if you can help represent CASA on these workgroups.**

## California Water Quality Monitoring Council: Workgroups and Representatives

The table below contains a list of CASA members who participate in the CWQMC workgroups. Additional representatives are needed. See gaps in representation, below. Please contact **Shelly Walther** ([swalther@lacsds.org](mailto:swalther@lacsds.org)) and **Jared Voskuhl** ([jvoskuhl@casaweb.org](mailto:jvoskuhl@casaweb.org)) if you can help represent CASA on these workgroups!

California Water Quality Monitoring Council				
Workgroup	Southern California	Agency	Northern California	Agency
<a href="#">Bioaccumulation Oversight Group</a>	Carolyn Ginno	City of San Diego		
<a href="#">California CyanoHAB Network</a>	Josh Westfall	LACSD		
<a href="#">California Environmental Flows Workgroup</a>	Josh Westfall	LACSD		
<a href="#">California Estuary Monitoring Workgroup</a>			Rebecca Franklin	Regional San
California Molecular Methods Workgroup	Leslie Nanninga Dr. Yiping Cao	City of San Diego Source Molecular		
<a href="#">California Wetland Monitoring Workgroup</a>				
<a href="#">California Water Quality Monitoring Collaboration Network</a>	Amber Baylor	SOCWA		
<a href="#">Data Utilization Workgroup</a>	Josh Westfall	LACSD		
<a href="#">Inland Beaches Workgroup</a>			Rebecca Franklin	Regional San
<a href="#">Healthy Watersheds Partnership</a>	Elizabeth Sala	West Basin MWD		
<a href="#">Ocean and Coastal Ecosystem Health</a>	Amber Baylor	SOCWA		
<a href="#">Safe Drinking Water Workgroup</a>			Eric Hansen	Silicon Valley Clean Water
<a href="#">Groundwater Ambient Monitoring and Assessment Program</a>				
<a href="#">Safe-to-Swim Workgroup</a>			Rebecca Franklin	Regional San
<a href="#">Trash Monitoring Workgroup</a>	Shelly Walther	LACSD		

### **Background on the CA WQ Monitoring Council**

The [California Water Quality Monitoring Council](#) was established in 2008 to comply with California [Senate Bill 1070 \(Kehoe, 2006\)](#). Under SB 1070, the Monitoring Council develops recommendations to the Secretaries of Cal/EPA and the Natural Resources Agency to improve the coordination and cost-effectiveness of water quality and ecosystem monitoring and assessment, enhance the integration of monitoring data across departments and agencies, and increase public access to monitoring data. The scope of monitoring considered by the Monitoring Council is water quality and associated ecosystem health, which includes surface waters (streams, rivers, lakes, wetlands, and the coastal zone), their related ecosystems, wildlife populations and habitats, drinking water, and groundwater. Actions of the Monitoring Council include making recommendations to the Cal/EPA Agency Secretary for action by individual boards, departments, commissions and conservancies, and proposing legislative solutions.

The Monitoring Council and staff recently realigned their strategy to consider Assembly Bill 1755 (Dodd, 2016). In 2018, the Council approved their [top 5 areas of value and expertise to the State](#), which emphasized their ability to recommend data thresholds, and emerging methods. Specifically, the Council:

1. Can determine if water quality monitoring programs adequately address management questions in an efficient and cost-effective manner.
2. Establishes guidance on data quality and method consistency for established monitoring programs across the state.
3. Can identify where data interpretation thresholds are needed and help provide recommendations on what those thresholds could be.
4. Can identify emerging methods and technologies and offer guidance on how those should be developed to answer current and future management questions.
5. Can link the disparate monitoring programs from local and regional entities that conduct the majority of monitoring across the state.

In further realigning the Council's strategy, in March 2019, the Council finalized a [charter](#) which defines responsibilities of the Secretary for Cal/EPA in overseeing the implementation efforts of the Monitoring Council, Council governance, strategy implementation, staffing, etc.

## Lorien Fono

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**From:** Lorien Fono  
**Sent:** Tuesday, July 16, 2019 9:16 PM  
**To:** Lorien Fono  
**Subject:** FW: agenda item #19 - AED recruitment

**From:** Terrina Manor <[tmanor@centralsan.org](mailto:tmanor@centralsan.org)>  
**Sent:** Monday, July 8, 2019 4:19 PM  
**To:** Lori Schectel <[lschectel@centralsan.org](mailto:lschectel@centralsan.org)>  
**Cc:** David Williams <[dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)>  
**Subject:** RE: Updated Position Announcement

We placed the ad in the following locations. It should appear tomorrow.

- Bcwaterjobs.com
- Wef.org
- Casaweb.org
- Baywork.org
- CWEA
- WaterDistrictJobs.com
- Indeed
- Craigslist – SF East Bay

Thanks

Terrina

## **Assistant Executive Director**

The Bay Area Clean Water Agencies (BACWA) is seeking a part-time Assistant Executive Director to provide professional services to the Executive Director in support of the agency and its programs.

BACWA, a joint powers agency, is comprised of agencies that provide sanitary sewer services to the more than seven million people living in the nine counties of the San Francisco Bay. It was founded, and continues, to assist agencies in carrying out mutually beneficial projects, and to facilitate the development of scientific, economic, and other information about the San Francisco Bay environment and the agencies that work to protect it and public health.

The Assistant Executive Director position will function as an independent contractor/consultant working remotely and attending up to 3-4 meetings per months in the San Francisco/Oakland Bay Area. Core areas of responsibility include financial management, meeting support, document management, and communication and website management.

Duties under this contract will include but are not limited to:

- Ensuring proper and timely processing of contracts, invoices, dues, and payments
- Review and reconcile the monthly Treasurer's report
- Assist with annual budget development and management
- Coordinate and attend meetings, prepare agenda and meeting packets, and prepare and distribute meeting minutes
- Manage retention, organization, maintenance and storage of electronic and paper files
- Manage the delivery of documents and information to members; maintain contact and distribution lists
- Create, maintain, and revise website content; manage website user authorization
- Respond to inquiries from the general public and BACWA members
- Assist with other tasks and projects as assigned

The Ideal contractor will:

- possess significant experience providing support to high level executives;
- be capable of working independently under general guidelines;
- possess exceptional organizational skills;
- possess exceptional verbal and written communication skills;
- be punctual and able to effectively manage and meet multiple deadlines;
- possess exemplary customer service skills; and
- have advanced computer skills and knowledge of various software programs including Microsoft office, Adobe Acrobat, and WordPress, as well as the ability to quickly learn to use new applications, as requested.

The duration of the contract for this position will be one year with approximately 1500 authorized work hours. While each contract term is limited to one year, the contract may be

renewed on a yearly basis. Preference is for a contractor interested in assuming this position on a longer-term basis. Compensation will be on an hourly basis at an attractive rate. Invoices to be submitted monthly.

To be considered for this opportunity, please propose as an individual or firm by submitting a cover letter and resume to [tmanor@centralsan.org](mailto:tmanor@centralsan.org). Deadline to apply is July 19, 2019.  
<https://bacwa.org>

Bay Area Chemical Consortium (BACC) Program Administration  
Meeting between DSRSD and BACWA  
June 17, 2019

Participants:

Jeff Carson, Gemma Lathi, Megan Bucci (DSRSD)  
Jackie Zipkin (EBDA)  
Dave Stoops (BACWA) – via conference call

AGENDA

1. Timeline/Schedule
2. Member Agencies – 72 total, average 60 agencies participate per year
3. Chemicals – 14 typical, as many as 16 depending on agency participation
4. Work Effort Commitment – 300 to 400 hours
5. Growth of Program – participation interest continues

Attachments:

1. Bid 2019: Timeline/Schedule
2. Bid 2019: List of Agencies and Chemicals
3. List of Chemicals
4. List of Member Agencies
5. Sample Bid Document
6. Cost Summary



## BAY AREA CHEMICAL CONSORTIUM (BACC)

### SCHEDULE & PROCESS FOR BIDDING FOR FY 2019-2020 ORDER/DELIVERY

Activity	When	Completion Date
<b>Survey:</b> Send out survey to members to determine what chemicals each agency is interested in bidding this year	October 29, 2018	November 9, 2018
<b>Review:</b> Review of proposed changes to front-end documents	November-December 2018	
<b>Review:</b> Coordinator send summary of proposed changes to front-end documents based on comments/lessons learned and suggestions and requests received from vendors and agencies from last year's bid	November 30, 2018	November 27, 2018
<b>Request for Information:</b> Coordinator sends request for estimated annual quantities and delivery details (attach the templates)	Before Christmas Holiday	December 17, 2018
<b>First Draft of Bid Documents:</b> First draft of front end documents (without estimated annual quantities and delivery details) prepared and submitted to members for review	December 28, 2019	December 28, 2018
<b>Deadline for Estimated Annual Quantities and Delivery Details:</b> Participating members to submit information needed to complete the FY 2019-2020 bid documents *After deadline, coordinator send a summary of estimated annual quantities per chemical, per agency, for accuracy and completeness review	January 11, 2019	January 28, 2019
<b>Ongoing Review and Update of Bid Documents:</b> Incorporate ongoing updates received from agencies, corrections and edits.	January - February 2019	
<b>Final Draft of Bid Documents:</b> Final draft sent to agencies; all final changes must be received by February 22, 2019	February 21, 2019	February 21, 2019
<b>Bid Documents:</b> Bid documents finished and advertised for bidding in the Bay Area News Group newspaper and on eBid Board	March 5, 2019	March 5, 2019
<b>Bid Openings and Preliminary Bid Tabulations:</b> Bid openings for chemical bids. Prepare and send out preliminary bid tabulations same day	April 2, 2019	April 2, 2019
<b>Bid Recommendations:</b> Bid recommendations completed and circulated to BACC agencies with final bid tabulations; request agencies to review, especially any deviations, and provide a deadline to respond if agency has concerns	April 8, 2019	April 8, 2019 except for Ferrous Chloride sent April 17 (lowest bid rejected)
<b>Bid Protest Deadline</b>	April 9, 2019	April 9, 2019
<b>Notice of Intent to Award with Final Bid Tabulation:</b> Notice of intent sent to BACC agencies and to all bidders	April 16, 2019 (10 business days after bid opening, unless there is protest)	April 17, 2019
<b>Award Letters:</b> Award letter mailed to lowest responsive bidder for each chemical bid; email copies to BACC agencies	April 23, 2019	April 19, 2019
<b>Invoices:</b> Participation fee invoices sent to members	June 1, 2019	May 23, 2019
<b>Annual Wrap-up Meeting:</b> Annual wrap-up membership meeting	August 2019	TBD

## BACC Chemicals for Fiscal Year 19/20, Survey Monkey Results

### List of Chemicals to Bid

#### Aluminum Sulfate

Aluminum Sulfate 44%-49% Liquid Solution

Aluminum Sulfate 5% Acidized Liquid Solution (OPTIONAL BID ITEM)

Aluminum Sulfate 7% Acidized Liquid Solution (OPTIONAL BID ITEM)

#### Ammonium Sulfate

Ammonium Sulfate 40% Liquid Solution

#### Aqueous Ammonia

Aqueous Ammonia 19% Solution

Aqueous Ammonia 29% Solution

Aqueous Ammonia 30% Solution

#### Calcium Nitrate

Calcium Nitrate Solution

#### Calcium Nitrate (dry material)

Calcium Nitrate (dry material) Nitrate Oxygen

#### Citric Acid

Citric Acid 48% - 52% Liquid

#### Citric Acid (Crystalline Powder)

Citric Acid (Crystalline Powder) dry material

#### Ferric Chloride

Ferric Chloride

#### Ferrous Chloride

Ferrous Chloride

#### Hydrofluosilicic Acid (Fluoride)

Hydrofluosilicic Acid (Fluoride) 23% - 24%

#### Liquid Chlorine

Liquid Chlorine One-Ton Cylinders (2,000 lbs)

Liquid Chlorine 150-Lb Cylinders (OPTIONAL BID ITEM)

#### Sodium Bisulfite

Sodium Bisulfite 25% Solution

Sodium Bisulfite 40% Solution

#### Sodium Hydroxide

Sodium Hydroxide 20% (Caustic)

Sodium Hydroxide 25% (Caustic)

Sodium Hydroxide 30% (Caustic)

## BACC Chemicals for Fiscal Year 19/20, Survey Monkey Results

### List of Chemicals to Bid

Sodium Hydroxide 50% (Caustic)

#### **Sodium Hypochlorite 12.5%**

Sodium Hypochlorite 12.5%

Sodium Hypochlorite 12.5% In Carboys (OPTIONAL BID ITEM)

#### **Sodium Hypochlorite 5.25%**

Sodium Hypochlorite 5.25% OPTIONAL BID ITEM

#### **Sulfuric Acid**

Sulfuric Acid 50%

Sulfuric Acid 93%

\*Includes 2019 bid participants and those that have participated in the past

**Bay Area Chemical Consortium (BACC)  
Member Agencies by Region**

**Central Valley (8 Members)**

City of Fresno	Fresno
City of Lathrop (Veiola NA)	Lathrop
City of Merced	Merced
City of Stockton	Stockton
City of Tracy	Tracy
Modesto Irrigation District	Modesto
Oakwood Lake Water District	Stockton
Turlock Irrigation District	Turlock

**East Bay (6 Members)**

Alameda County Water District	Fremont
City of Hayward	Hayward
City of San Leandro	San Leandro
East Bay Dischargers Authority	San Leandro
Oro Loma Sanitary District	San Lorenzo
Union Sanitary District	Union City

**Marin Sonoma Napa (10 Members)**

Central Marin Sanitation Agency	San Rafael
City of Mill Valley - Sewerage Agency of Southern Marin	Mill Valley
Fairfield-Suisun Sewer District	Fairfield
Las Gallinas Valley Sanitary District	San Rafael
Marin Municipal Water District	Corte Madera
Napa Sanitation District	Napa
North Marin Water District	Novato
Sanitary District No. 5 of Marin County	Tiburon
Sausalito Marin City Sanitary District	Sausalito
Sonoma County	Santa Rosa

**Bay Area Chemical Consortium (BACC)  
Member Agencies by Region**

**North Bay (16 Members)**

Central Contra Costa Sanitary District	Martinez
City of Antioch	Antioch
City of Brentwood	Brentwood
City of Martinez	Martinez
City of Pinole (Pinole/Hercules WPCP)	Pinole
City of Pittsburg	Pittsburg
City of Watsonville	Watsonville
Contra Costa Water District	Concord
Delta Diablo Sanitation District	Antioch
Diablo Water District	Oakley
Ironhouse Sanitary District	Oakley
Mt. View Sanitary District	Martinez
Pleasant Hill Recreation & Park District	Pleasant Hill
Rodeo Sanitary District	Rodeo
Town of Discovery Bay CSD	Discovery Bay
West County Wastewater District	Richmond

**Peninsula (7 Members)**

City of Burlingame	Burlingame
City of Daly City/North San Mateo County Sanitation District	Daly City
City of Millbrae	Millbrae
City of San Mateo	San Mateo
City of South San Francisco	South San Francisco
Sewer Authority Mid-Coastside	Half Moon Bay
Silicon Valley Clean Water (SVCW)	Redwood City

**Bay Area Chemical Consortium (BACC)  
Member Agencies by Region**

**Sacramento (14 Members)**

Carmichael Water District	Carmichael
City of Folsom	Folsom
City of Roseville	Roseville
City of Sacramento	Sacramento
City of Yuba City	Yuba City
County of Sacramento	Sacramento
El Dorado Irrigation District	Placerville
Nevada Irrigation District	Grass Valley
Placer County Water District	Auburn
Rancho Murieta Community Services District	Rancho Murieta
Sacramento County Water Agency	Sacramento
Sacramento Regional County Sanitation District	Elk Grove
Sacramento Suburban Water District	Sacramento
Woodland-Davis Clean Water Agency	Woodland

**South Bay (5 Members)**

City of Gilroy	Gilroy
City of Morgan Hill	Morgan Hill
City of Sunnyvale	Sunnyvale
San Jose - Santa Clara Regional Wastewater Facility	San Jose
Santa Clara Valley Water District	San Jose

**Tri Valley (5 Members)**

City of Dublin	Dublin
City of Livermore	Livermore
City of Pleasanton	Pleasanton
Dublin San Ramon Services District	Pleasanton
Zone 7 Water Agency	Livermore

**71 Total BACC Members**

As of 6/17/2019

**BAY AREA CHEMICAL CONSORTIUM (BACC) FY 2019-2020 BIDDING**  
**COST SUMMARY FOR DUBLIN SAN RAMON SERVICES DISTRICT AS BACC COORDINATING AGENCY**  
**Chemical Bid Documents Prepared: 13**

**BACC – ESTIMATED HOURLY COSTS**

<u>TASK</u>	<u>COMMENTS</u>	<u>HOURS</u>	<u>Billing Rate</u>	<u>COST</u>
Dan Lopez, Operations Support Services Supervisor <i>Supervisory support and advisor</i>	2018 work efforts	0.00	\$139.30	\$0.00
	2019 work efforts	30.00	\$145.58	\$4,367.40
Gemma Lathi, Administrative Analyst II <i>Coordinator</i>	2018 work efforts	35.00	\$104.23	\$3,648.05
	2019 work efforts	226.50	\$108.93	\$24,672.65
Megan Bucci, Administrative Assistant II <i>Misc admin support, eBidboard coordinator</i>	2018 work efforts	0.00	\$63.61	\$0.00
	2019 work efforts	6.00	\$66.16	\$396.96
Levi Fuller, Plant Operations Supervisor <i>Bid opening: read/announce bid prices</i>	2018 work efforts	0.00	\$247.81	\$0.00
	2019 work efforts	2.00	\$267.24	\$534.48
Jeff Carson, Operations Manager <i>Management support and advisor</i>	2018 work efforts	0.00	\$169.43	\$0.00
	2019 work efforts	5.00	\$186.02	\$930.10
<b>TOTAL COMBINED HOURS AND COST</b>		<b>299.50</b>		<b>\$33,619.54</b>

**BACC - ESTIMATED MISCELLANEOUS EXPENSES**

Legal Ad Cost	Legal Ad Publishing for 15 chemical bids - Bay Area News Group			\$1,190.70
Postage Cost	Mailing notice of award letters, protest responses and miscellaneous correspondence			\$45.73
Office Supplies	Envelopes, paper, labels			\$194.93
Conference Call Meeting Cost	AT&T TeleConference for BACC Meetings			\$0.00
Photo Copy Cost	Estimate			\$211.17
BACC Membership Meeting	No expenses during 8/30/2018 meeting			\$0.00
Legal Counsel Cost	DSRSD Legal Counsel legal advices on various BACC issues (i.e., bid document language, Force Majeure Deviation for Ferrous Chloride Bid 06-2019, etc.)			\$442.00
<b>TOTAL MISCELLANEOUS EXPENSES</b>				<b>\$2,084.52</b>
<b>TOTAL HOURLY COSTS AND EXPENSES</b>				<b>\$35,704.06</b>

Total combinations for 13 chemical bids:

195

Participation Fee per Bid:

**\$183.00**

Billed (\$183 x 195):

**\$35,685.00**

## Lorien Fono

---

**From:** Lorien Fono  
**Sent:** Tuesday, July 16, 2019 8:47 PM  
**To:** Lorien Fono  
**Subject:** FW: agenda item #22 - SOE conference

**From:** Jay Davis <[jay@sfei.org](mailto:jay@sfei.org)>  
**Sent:** Wednesday, July 10, 2019 5:14 PM  
**To:** Kennedy, Holly <[Holly.Kennedy@hdrinc.com](mailto:Holly.Kennedy@hdrinc.com)>  
**Cc:** David Williams <[dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)>; Falk, Mike <[Mike.Falk@hdrinc.com](mailto:Mike.Falk@hdrinc.com)>; David Senn <[davids@sfei.org](mailto:davids@sfei.org)>; Dunlavey, Eric <[Eric.Dunlavey@sanjoseca.gov](mailto:Eric.Dunlavey@sanjoseca.gov)>; Melissa Foley <[melissaf@sfei.org](mailto:melissaf@sfei.org)>; Mumley, Thomas@Waterboards <[Thomas.Mumley@waterboards.ca.gov](mailto:Thomas.Mumley@waterboards.ca.gov)>; Ian Wren <[ianwren@gmail.com](mailto:ianwren@gmail.com)>; Lorien Fono <[lfono@bacwa.org](mailto:lfono@bacwa.org)>; Kraus, Tamara <[tkraus@usgs.gov](mailto:tkraus@usgs.gov)>  
**Subject:** Re: SOE Session Organizing Team: Water Quality and Freshwater Supply

Damn - I meant to send this message this morning but didn't hit send. Please let me know if you have any edits or concerns about the titles for the session. I'll send it in later tonight. Thanks, Jay

Hi all;

I need to submit the final titles for the State of the Estuary nutrients session today, so please let me know if you have any edits to the text I sent last Friday (see below).

Thanks again to all for agreeing to be part of this session and helping with the planning.

Jay

On Fri, Jul 5, 2019 at 8:45 AM Jay Davis <[jay@sfei.org](mailto:jay@sfei.org)> wrote:

Hi all;

The State of the Estuary Conference organizers have approved moving forward with a Water Quality session on Nutrients in the Estuary that would include a talk on treatment plant upgrades and nature-based solutions. We need to finalize the agenda content by next Wednesday 7/10. So I would like to confirm that it would be Holly and Ian giving this talk, and to get their input on the wording of the title. What we currently have as the text for this session is shown below. The Conference will be held on Oct 21 and 22, and this session would be on Day 1. Please let me know if we can move forward with this and if you have any edits to the title.

Dave Senn and Tamara Kraus are confirmed.

Many thanks,

Jay

Session B: Nutrients in the Estuary

3:40 PM Introduction

Moderator: Eric Dunlavey, City of San Jose

3:45 PM Bay-Delta Nutrient Science Update

Dave Senn, San Francisco Estuary Institute

4:10 PM Wastewater Treatment Plant Upgrades and Nature-Based Solutions for Reducing Nutrient Loads



from Wastewater  
Holly Kennedy, HDR and Ian Wren, Baykeeper

4:35 PM Potential Effects of the Sacramento Regional Wastewater Treatment Plant Upgrade  
Tamara Kraus, USGS

On Wed, Jun 19, 2019 at 8:10 AM Kennedy, Holly <[Holly.Kennedy@hdrinc.com](mailto:Holly.Kennedy@hdrinc.com)> wrote:

Hi Dave,

Thank you for reaching out! Yes, we'd certainly be excited to participate and/or support in any way we can. Thank you for thinking of us and please do let us know what transpires.

Thanks!

**Holly Kennedy**, PE

**D** 925.974.2617 **M** 925.209.0696

[hdrinc.com/follow-us](https://hdrinc.com/follow-us)

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**From:** David Williams [mailto:[dwilliams@bacwa.org](mailto:dwilliams@bacwa.org)]  
**Sent:** Wednesday, June 19, 2019 8:02 AM  
**To:** Kennedy, Holly <[Holly.Kennedy@hdrinc.com](mailto:Holly.Kennedy@hdrinc.com)>; Falk, Mike <[Mike.Falk@hdrinc.com](mailto:Mike.Falk@hdrinc.com)>  
**Cc:** David Senn <[davids@sfei.org](mailto:davids@sfei.org)>; Dunlavey, Eric <[Eric.Dunlavey@sanjoseca.gov](mailto:Eric.Dunlavey@sanjoseca.gov)>; Jay Davis <[jay@sfei.org](mailto:jay@sfei.org)>; Melissa Foley <[melissaf@sfei.org](mailto:melissaf@sfei.org)>; Mumley, Thomas@Waterboards <[Thomas.Mumley@waterboards.ca.gov](mailto:Thomas.Mumley@waterboards.ca.gov)>; Ian Wren <[ianwren@gmail.com](mailto:ianwren@gmail.com)>; Lorien Fono <[lfono@bacwa.org](mailto:lfono@bacwa.org)>  
**Subject:** RE: SOE Session Organizing Team: Water Quality and Freshwater Supply

Holly/Mike,

Wanted to make you aware of some discussion on a proposal for a talk on treatment plant upgrades and nature-based solutions for controlling nutrient loadings to the Bay at the Fall State of the Estuary Conference (October 21-22, 2019). If this proposal is accepted as part of the agenda for the conference, would HDR be interested in doing a tag team talk with SFEI. At this point I'm just checking on your interest and

## 2019 Framework

Day 1 (Monday, October 21, 2019)		Day 2 (Tuesday, October 22, 2019)	
9:00- 10:40	<b>Plenary Session - Leader: Caitlin</b>	9:00 - 10:20	<b>Plenary Session C: Resilience/ Multi-Objective Planning/ Green Infrastructure/</b>
	20 Minute Break		20 Minute Break
11:00-12:15	<b>Plenary Session B - Leader: Liz Stewardship/Social Science Plenary Panel Discussion</b>	10:40-12:00	<b>Plenary Session D- Leader: Jillian, Liz, Karen, Caitlin Delta-Bay-Ocean Connection</b>
	1 Hour 20 Minute Lunch & Posters (12:15-1:35)		1 Hour 20 Minute Lunch & Posters (12:00 - 1:20PM)
1:35 - 3:20	<b>Concurrent Sessions</b> (1 Hour 45 Minutes: 5 min intro and four 25 min time slots)	1:20 - 3:05	<b>Concurrent Sessions</b> (1 Hour 45 Minutes: 5 min intro and four 25 min time slots)
	20 Minute Break		20 Minute Break
3:40 - 5:00	<b>Concurrent Sessions</b> (1 Hour 20 Minutes: 5 min intro and 3 25 min time slots)(Up to 4 rooms available)	3:25 - 4:45	<b>Concurrent Sessions</b> (1 Hour 20 Minutes: 5 min intro and three 25 min time slots)
5 PM - 7 PM	<b>Poster Session &amp; Reception</b>	4:45 PM	<b>Adjourn</b>

### Program Elements

Plenary Sessions  
 Concurrent Session  
 Poster Session (175 posters)  
 Jean Auer Award (SFEP) - 15-20 minutes on the morning of Day 1  
 CCMP Awards (Friends) - 15-20 Minutes on the morning of Day 2  
 Art Element  
 Student Program (Awards)  
 Lake Merritt Lunch Field Presentation

### 2019 Possibilities

We will not have to flip the large room (into 2 rooms), so we can reconvene the plenary session at anytime.

Based on many years of experience it is best to end the conference with concurrent sessions.

Times of breaks and lunches are draft and can be changed.

# CONCURRENT SESSIONS 2019

	Room1 Habitats & Living Resource	Room 2 Climate Resilience	Room 3 Water Quality	Room 4Human Dimensions
9:00 am - 12:15 pm				
Day 1 Session A (1:35 pm - 3:20 pm)	<b>Regional to Local: Integrated Monitoring for Healthy Wetlands (Nutters/Halsing)</b>	<b>Forward Looking Science in the San Francisco Estuary (Bohl)</b>	<b>Contaminants of Emerging Concern in the Estuary (RMP)</b>	<b>The Next Wave in Conservation - Design and Community-based Approaches (Nutters)</b>
	Afternoon Break Day 1			
Day 1 Session B (3:40 pm - 5:00 pm)	<b>Monitoring with New or Emerging Technologies (Nutters/Halsing)</b>	<b>Policy Updates to Support a Healthy, Resilient Estuary (Toms)</b>	<b>Nutrients in the Estuary (RMP)</b>	<b>Humanizing Homelessness: A Path Toward Cleaner Creeks? (Gunter/Luce)</b>
9:00 AM - 12:00 pm				
Day 2 Session C (1:20 pm - 3:05 pm)	<b>Bay-Delta-Ocean Connection (Hieb)</b>	<b>Shoreline Resilience (Beagle)</b>	<b>The Continued Integration of Green Stormwater Infrastructure into the Bay Area's Urban Landscape (Sommers)</b>	<b>Urban Biodiversity &amp; Human Health (Spotswood)</b>
	Afternoon Break Day 2			
Day 2 Session D (3:25 pm - 4:45 pm)	<b>Connecting Tidal Marsh to the Upland/Species as Indicators (Nur/Burns)</b>	<b>SLR Governance Panel (Bourgeois)</b>	<b>Working Lands Working to Accelerate Conservation in Water Quality and Habitat (Patzek)</b>	<b>Public Learning in an Era of Climate Crisis (Schwartzenberg)</b>

June 18, 2019

David Williams  
Executive Director  
Bay Area Clean Water Agencies  
PO Box 24055, MS 59  
Oakland, CA 94623

Dear Mr. Williams,

We are pleased to confirm our understanding of the additional services we are to provide and the nature and limitations of the services we are to provide for the Bay Area Clean Water Agencies (Agency) for the year ended June 30, 2019. The services we have been engaged to provide are outlined below.

We will apply the agreed-upon procedures listed below, that were specified and agreed to by the Agency to review the internal control environment. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of the Agency and we will require an acknowledgement in writing of that responsibility. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the procedures below do not constitute an examination or review, we will not express an opinion or conclusion on the internal control environment. In addition, we have no obligation to perform any procedures beyond those listed below.

The procedures we will perform have been agreed to and are outlined below and the period under test will comprise the months of July 2018 to June 2019. We can of course increase or decrease the amount of work we perform, if you wish.

1. Review the Agency's policies and procedures as it relates to internal control related items.
2. Gain an understanding of the Agencies internal control environment as it relates to the following areas and cycles:
  - a. Cash and investments
  - b. Disbursements
  - c. Control approval
  - d. Communication of information with East Bay Municipal Utility District (EBMUD)
3. Select a sample of 50 disbursement and test the following:
  - a. Compliance with the purchasing policy or current procedures
  - b. Trace to applicable back up of the transaction
  - c. Test the approval process
  - d. Trace the transaction to the general ledger for appropriate account
  - e. Trace the transaction to the applicable contract
4. Complete an internal control narrative and identify internal control conflicts and the mitigating factors. Test a sample of 10% of the mitigating factors.
5. Make recommendation to improve the current policies and procedures to enhance internal controls.

We plan to begin our procedures on approximately [DATE] and, unless unforeseeable problems are encountered, the engagement should be completed by [DATE].

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Agency. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the Agency, and should not be used by anyone other than these specified parties. Our report will contain a paragraph stating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the internal control environment that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict our assessment of the internal control environment, we will disclose those matters in our report.

You are responsible for the design, implementation and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for selecting the criteria and procedures and determining that such criteria and procedures are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about the internal control environment. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the internal control environment.

David Alvey is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for this work is \$4,000-\$5,000. This estimate is based on our anticipation that the Agency will provide copies of all reports and that the Agency's personnel will be cooperative, and our assumption that unexpected circumstances will not be encountered during the engagement. Our estimate includes normal out-of-pocket costs, but excludes unusual items such as air travel, which will be billed at actual cost if incurred. If significant additional time is necessary, we will discuss it with you prior to proceeding. We will bill our work monthly.

We appreciate this opportunity to assist you and we believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. If additional specified parties of the report are added, we

will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of the procedures.

Yours very truly,

Maze & Associates

RESPONSE:

This letter correctly sets forth the understanding of the Agency.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Lorien Fono

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**From:** bappg-bacwa@googlegroups.com on behalf of Doug Dattawalker  
<dougd@unionsanitary.ca.gov>  
**Sent:** Wednesday, March 20, 2019 7:15 AM  
**To:** BAPPG-BACWA@googlegroups.com  
**Subject:** Wastewater GIS service area map for the Bay Area

Hi All,

We have talked about creating a GIS map of all the Bay Area wastewater agency service areas that we could display on our website. It would be useful for agencies to determine boundaries, and for customers and industries to determine responsible agencies.

USD is ready to start collecting data and compiling it into a single file. Please forward this email to your GIS Specialists and have them send me the data file for your wastewater service area layer.

[dougd@unionsanitary.ca.gov](mailto:dougd@unionsanitary.ca.gov)

Let me know if anyone has any questions.

Cheers,

Doug Dattawalker  
Environmental Outreach Representative  
Union Sanitary District  
(510) 477 7637

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You received this message because you are subscribed to the Google Groups "Bay Area Pollution Prevention Group" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [BAPPG-BACWA+unsubscribe@googlegroups.com](mailto:BAPPG-BACWA+unsubscribe@googlegroups.com).

To post to this group, send email to [BAPPG-BACWA@googlegroups.com](mailto:BAPPG-BACWA@googlegroups.com).

To view this discussion on the web visit <https://groups.google.com/d/msgid/BAPPG-BACWA/BYAPR09MB26939BBDC69F460B8DA818C583410%40BYAPR09MB2693.namprd09.prod.outlook.com>.

For more options, visit <https://groups.google.com/d/optout>.

## **Executive Director's June 2019 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 NMS Science Manager on presentations, meetings, and key issues on nutrients.
- Conducted follow-up discussions with SFEI on the scope of work and cost for the Nature Based Solutions Study which is required by the 2<sup>nd</sup> Nutrient Watershed Permit.
- Organized the kick-off meeting of the Nature Based Solutions Contract Management Group.
- Coordinated with the Water Board and consultants on the scope of work for the Regional Recycling Report required under the 2<sup>nd</sup> Watershed Permit.
- Coordinated with HDR in planning for the next Group Annual Report

### **BACWA BOARD MEETING AND CONFERENCES:**

- Worked with staff in preparing for the June Board Meeting.
- Conducted the monthly agenda review with the Chair of BACWA
- Held the monthly Board meeting for June
- Continued to track all action items to completion.

### **ASC/SFEI:**

- As the Chair of the Governance Committee, coordinated with the SFEI Executive Director on committee activities.
- Attended the June quarterly meeting of the Board of ASC/SFEI



## **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 continuing to inform the SWRCB on issues with the proposed SSS WRD.

## **FINANCE:**

- Reviewed the monthly BACWA financial reports with the RPM.
- Worked with the RPM to prepare for closing of FY 19 and invoicing for FY 20.

## **RECYCLED WATER COMMITTEE:**

- Worked with the RPM to solicit proposals for the completion of the Recycled Water Report required by the 2<sup>nd</sup> WS Permit

## **PERMIT COMMITTEE:**

- Coordinated with the RPM for items to agendaize for the next Permit Committee meeting and attended the meeting.
- Coordinated with partners in the SCAP lawsuit on challenging the validity of use on the TST in permits
- Worked with the RPM and SFEI to plan for conducting a sampling and analysis effort for enterococcus in order to demonstrate the dilution available in the Bay which will impact permit limits.

## **BAPPG COMMITTEE:**

- Coordinated with the RPM on the next steps for preparation of the CEC White Paper.
- Worked with the RPM and SFEI on BACWA's participation in the ethoxylated surfactants study and the opportunity to use this emerging contaminant as a case study for future sampling efforts by BACWA.

## **COLLABORATIONS:**

- Coordinated with CASA Regulatory Program Manager and Executive Director on regulatory issues of mutual concern.
- Worked with the Bay Area Biosolids Coalition Steering Committee on the transfer of the administration of the Coalition's activities to BACWA.
- Continued serving as contract administrator for a research effort with UC Merced.

## **WOT:**

- Worked with the Executive committee to plan for the future direction of the BACWWE program.

## **BACC:**

- Coordinated with DSRSD on the transfer of the Bay Area Chemical Consortium activities to BACWA.

## **MANAGER'S ROUNDTABLE**

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

## **ADMINISTRATION:**

- Worked with legal advisor and the Board to address a BACWA personnel issue
- Planned for and conducted the monthly BACWA staff meetings to prepare for the Board Meeting and to coordinate and prioritize activities.
- Assumed duties in the absence of the Assistant Executive Director
- Coordinated with EBMUD accounting staff to continue processing of invoices in the absence of the AED.
- 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 RPM 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.
- Coordinated with ABAG on the finalization of the Prop 84 invoices

### **MISCELLANEOUS MEETINGS/CALLS:**

- BACWA Chair and Committee Chairs on items that arose during the month
- Water Board staff on coordinating the nutrient activities
- Other miscellaneous calls and inquiries regarding BACWA activities
- Participated in coordination calls with the HDR project manager on future work under the 2<sup>nd</sup> Watershed Permit.
- Responded to Board members requests for information



## BACWA ACTION ITEMS

Number	Subject	Task	Responsibiity	Deadline	Status
<b>Action Items from April 19, 2019 BACWA Executive Board Meeting</b>					
2019.6-110	Microplastics	Work with BAPPG to develop fact sheet	RPM/ED	8/10/2010	complete
2019.6-109	Nutrient Surcharge	Develop alternatives for advanced funding of the NMS and surcharge/reserve spending	RPM/ED	7/19/2019	complete
2019.6-108	CI redisudal BPA	Invite Richard Looker to next joint meeting	RPM	6/30/2019	complete
2019.6-107	NBS Contract Management Group	Add Palo Alto to Group	ED/RMP	6/30/2019	complete
2019.6-106	BACC	Add to July agenda as action	ED	7/19/2019	complete
<b>Action Items Remaining from Previous BACWA Executive Board Meetings</b>					
2018.4-93	Website Policy	Add reference to regulatory requirements for Agency websites	ED	4/30/2019	pending
FY19:	109 of <u>110</u> Action Items completed				
FY18:	<u>66</u> of <u>66</u> Action Items completed				
FY17:	<u>90</u> of <u>90</u> Action Items completed				



DATE	AGENDA
8/16/2019	<b>Consent</b> Previous Board Meeting Minutes Monthly Financial Report <b>Authorizations &amp; Approvals</b> Approval: <b>Other Business - POLICY/STRATEGIC</b> Discussion: Water Board Jt Mtg Debrief Discussion: Nutrient removal from RO concentrate by BAC Discussion: Agenda for AIR meeting with BAAQMD on 9/3 Discussion: CASA Climate Change update <b>Other Business - OPERATIONAL</b> Discussion: Pardee Agenda <b>Reports</b> Committee Reports (Committee Chairs) Board Reports (Executive Board) ED Report (ED) RPM Report (RPM) Other BACWA Representative Reports
8/16/2019	<b>Monthly Board Mtg</b> Items due: 8/9 Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull
9/26-27/2019	<b>No Board Actions Permitted</b>
9/26-27/2019	<b>Pardee Technical Seminar</b> Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull
10/18/2019	<b>Consent</b> Previous Board Meeting Minutes Monthly Financial Report <b>Authorizations &amp; Approvals</b> Approval: <b>Other Business - POLICY/STRATEGIC</b> Discussion: Pardee Debrief & Survey Discussion: Water Board Jt Mtg Draft Agenda <b>Other Business - OPERATIONAL</b> <b>Reports</b> Committee Reports (Committee Chairs) Board Reports (Executive Board) ED Report (ED) RPM Report (RPM) Other BACWA Representative Reports
10/18/2019	<b>Monthly Board Mtg</b> Items due: 10/11 Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull
11/15/2019	<b>Consent</b> Previous Board Meeting Minutes
11/15/2019	<b>Monthly Board Mtg</b>

<p>Items due: 11/8</p> <p>Schectel, Mitsuddy, White, Zipkin, Henderson</p> <p>Williams; Fono; Hull</p>	<p>Monthly Financial Report</p> <p><b><u>Authorizations &amp; Approvals</u></b></p> <p>Approval: Adoption of FY19 Annual Reports</p> <p><b><u>Other Business - POLICY/STRATEGIC</u></b></p> <p>Discussion: Water Board Jt Mtg Debrief</p> <p>Discussion: ReNEWIt Industrial Advisory Board Meeting Debrief</p> <p><b><u>Other Business - OPERATIONAL</u></b></p> <p>Discussion: Annual Meeting Planning</p> <p><b><u>Reports</u></b></p> <p>Committee Reports (Committee Chairs)</p> <p>Board Reports (Executive Board)</p> <p>ED Report (ED)</p> <p>RPM Report (RPM)</p> <p>Other BACWA Representative Reports</p>
<p><b>12/?/2019</b></p> <p><b>Joint Meeting - Water Board</b></p> <p>Schectel, Mitsuddy, White, Zipkin, Henderson</p> <p>Williams; Fono</p>	<p><b><u>Other Business: Discussions</u></b></p>
<p><b>12/20/2019</b></p> <p><b>Monthly Board Mtg</b></p> <p>Items due: 12/13</p> <p>Schectel, Mitsuddy, White, Zipkin, Henderson</p> <p>Williams; Fono; Hull</p> <p><b>HOLIDAY &amp; COMMITTEE</b></p> <p><b>LEADER APPRECIATION</b></p> <p><b>LUNCH</b></p>	<p><b><u>Consent</u></b></p> <p>Previous Board Meeting Minutes</p> <p>Monthly Financial Report</p> <p><b><u>Authorizations &amp; Approvals</u></b></p> <p><b><u>Other Business - POLICY/STRATEGIC</u></b></p> <p>Discussion:</p> <p>Discussion: Update on CASA Climate Change Program</p> <p><b><u>Other Business - OPERATIONAL</u></b></p> <p>Discussion: Annual Meeting Agenda</p> <p>Discussion: Budget Schedule &amp; Key Issues</p> <p><b><u>Reports</u></b></p> <p>Committee Reports (Committee Chairs)</p> <p>Board Reports (Executive Board)</p> <p>ED Report (ED)</p> <p>RPM Report (RPM)</p> <p>Other BACWA Representative Reports</p>
<p><b>1/?/2020</b></p> <p><b>Annual Members Mtg</b></p> <p>Schectel, Mitsuddy, White, Zipkin, Henderson</p> <p>Williams; Fono; Hull</p>	<p>Service &amp; Leadership Recognition</p> <p>RMP &amp; NMS Update</p> <p>EPA, CWRCB, RWCB, Air Dist,</p>
<p><b>2/21/2020</b></p> <p><b>Monthly Board Mtg</b></p> <p>Items due: 2/8</p> <p>Schectel, Mitsuddy, White, Zipkin, Henderson</p> <p>Williams; Fono; Hull</p>	<p><b><u>Consent</u></b></p> <p>Previous Board Meeting Minutes</p> <p>Monthly Financial Report</p> <p><b><u>Authorizations &amp; Approvals</u></b></p> <p>Approval:</p> <p><b><u>Other Business - POLICY/STRATEGIC</u></b></p> <p>Discussion: Pesticides Update</p> <p>Discussion: Joint Meeting Debrief</p>

**Other Business - OPERATIONAL**

Discussion: FY2019 Budget Planning - 1st Draft of FY21 Budget

Discussion: Annual Meeting Debrief

**Reports**

Committee Reports (Committee Chairs)

Board Reports (Executive Board)

ED Report (ED)

RPM Report (RPM)

Other BACWA Representative Reports

**3/15/2020****Monthly Board Mtg**

Items due: 3/8

Schectel, Mitsuddy, White, Zipkin, Henderson

Williams; Fono; Hull

**Consent**

Previous Board Meeting Minutes

Monthly Financial Report

**Authorizations & Approvals****Other Business - POLICY/STRATEGIC**

Discussion: Water Board Jt Mtg Debrief

Discussion: Update on CASA Climate Change Program

**Other Business - OPERATIONAL**

Discussion: Second Draft of FY20 Budget

Discussion: Draft BACWA Policy on Website

**Reports**

Committee Reports (Committee Chairs)

Board Reports (Executive Board)

ED Report (ED)

RPM Report (RPM)

Other BACWA Representative Reports

**3 or 4/?/2020****Joint Meeting - Water Board**

Schectel, Mitsuddy, White, Zipkin, Henderson

Williams; Fono

**Other Business: Discussions****4/19/2020****Monthly Board Mtg**

Items due: 4/12

Schectel, Mitsuddy, White, Zipkin, Henderson

Williams; Fono; Hull

**Consent**

Previous Board Meeting Minutes

Monthly Financial Report

**Authorizations & Approvals**

Approval: FY20 Budget

**Other Business - POLICY/STRATEGIC**

Discussion: Draft Agenda Water Board Jt Mtg

**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

**5/15/2020****Consent**

<p><b>Monthly Board Mtg</b></p> <p>Items due: 5/10</p> <p>Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull</p>	<p>Previous Board Meeting Minutes</p> <p>Monthly Financial Report</p> <p><b><u>Authorizations &amp; Approvals</u></b></p> <p>Approval: SFEI NBS SOW, TDC amendment, Committee Policy</p> <p>Authorization (ED): Legal &amp; IT Support Amendments FY19</p> <p><b><u>Other Business - POLICY/STRATEGIC</u></b></p> <p>Discussion: Water Board Jt Mtg Planning</p> <p>Discussion: BAAQMD meeting planning</p> <p>Discussion: NMS update</p> <p><b><u>Other Business - OPERATIONAL</u></b></p> <p><b><u>Reports</u></b></p> <p>Committee Reports (Committee Chairs)</p> <p>Board Reports (Executive Board)</p> <p>ED Report (ED)</p> <p>RPM Report (RPM)</p> <p>Other BACWA Representative Reports</p>
<p><b>Monthly Board Mtg</b></p> <p>Items due: 6/14</p> <p>Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull</p>	<p>6/19/2020 <b><u>Consent</u></b></p> <p>Previous Board Meeting Minutes</p> <p>Monthly Financial Report</p> <p><b><u>Authorizations &amp; Approvals</u></b></p> <p>Approval: FY20 Agreements</p> <p>Approval: Officers: Chair &amp; Vice-Chair FY20</p> <p><b><u>Other Business - POLICY/STRATEGIC</u></b></p> <p>Discussion: Nutrient Removal through BAC in RO Concentrate</p> <p>Discussion: Water Board Jt Mtg Draft Agenda</p> <p><b><u>Other Business - OPERATIONAL</u></b></p> <p>Discussion: AED recruitment</p> <p><b><u>Reports</u></b></p> <p>Committee Reports (Committee Chairs)</p> <p>Board Reports (Executive Board)</p> <p>ED Report (ED)</p> <p>RPM Report (RPM)</p> <p>Other BACWA Representative Reports</p>
<p><b>Joint Meeting - Water Board</b></p> <p>Schectel, Mitsuddv, White, Zipkin, Henderson Williams; Fono</p>	<p>??/2020</p>
<p>Items due: 7/12</p> <p>Schectel, Mitsuddy, White, Zipkin, Henderson Williams; Fono; Hull</p>	<p>7/17/2020</p> <p>Monthly Financial Report</p> <p><b><u>Authorizations &amp; Approvals</u></b></p> <p>Approval: Annual Nutrient WS Payment</p> <p>Approval: FY20 Agreements</p> <p>Approval: BACWA Biennial Conflict of Interest Code Review</p> <p><b><u>Other Business - POLICY/STRATEGIC</u></b></p> <p>Discussion: Nutrient Removal through BAC in RO Concentrate</p>



Discussion: Biosolids Update  
Discussion:PFAS update Update  
Discussion: Microplastics policy discussion (5Gyres and SFEI)

**Other Business - OPERATIONAL**

Discussion:

**Reports**

Committee Reports (Committee Chairs)  
Board Reports (Executive Board)  
ED Report (ED)  
RPM Report (RPM)  
Other BACWA Representative Reports

***CURRENTLY UNSCHEDULED &  
SIGNIFICANT***

Suggestions for Monthly Meeting Guest Speakers/Presenters



## Regulatory Program Manager's Report to the Board

June 2019

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**NUTRIENTS:** Communicated with consultants on RFP for Recycled Water Report required by Nutrient Watershed Permit. Accepted proposals for recycled water study. Developed scenarios for nutrient surcharge timing. Discussed updated GAR worksheet with consultant.

**BACWA BULLETIN:** Drafted June Bulletin.

**COLLABORATIONS:** Participated in CASA RWG Water Committee call. Drafted "Future Work and Challenges" section for Pulse of the Bay article on wastewater treatment.

**CECs:** Reviewed microplastics materials. Discussed POTW sampling for ethoxylated surfactants with RMP leads and Regional Water Board staff, and recruited POTW volunteers.

**TOXICITY:** Communicated with other Statewide POTW representatives to plan next meeting with State Water Board staff. Worked on Reasonable Potential 1-page summary for State Water Board members. Met with State Water Board members on proposed provisions.

**BACTERIAL OBJECTIVES:** Worked with SFEI to get them information in support of Enterococcus sampling plan. Commented on sampling locations in sampling plan. Worked with Cel Analytical on analysis proposal. Planned sampling date with SFPUC. Discussed sampling coliform with Regional Water Board staff.

### **COMMITTEE SUPPORT:**

**AIR** – Developed contract for consultant. Worked on invoicing issues.

**BAPPG** – Attended meeting, drafted notes and Board report. Received and reviewed Consultant Support proposal. Notified consultant of selection.

**Biosolids** – Worked to complete 2018 BACWA Biosolids survey data.

**Collection Systems** – Reviewed SSS WDR listening session slides.

**Laboratory** – Edited and distributed agenda. Attended meeting and drafted Board report. Finalized committee survey. Recruited new committee leadership.

**Permits** – Drafted agenda, attended meeting and drafted Board Report.

**Executive Board** – Prepared for meeting, assembled handout and attended meeting. Drafted and posted meeting minutes, and drafted action items. Drafted agenda for May 20 meeting with Regional Water Board.

**ADMINISTRATION/STAFF MEETING** – Met with BACWA staff to plan Executive Board meeting, and discuss BACWA operations. Managed committee Google Groups. Posted agendas, packet, and minutes on website. Developed authorizations and contracts for FY20 consultant support. Worked with ED on invoicing and other accounting management.

### **MEETINGS ATTENDED:**

CASA call on toxicity (6/3), staff meeting (6/4), BAPPG (6/5), Meeting with State Water Board members on toxicity (6/6), NBS kickoff call (6/7), Lab committee meeting (6/11), Permits Committee meeting (6/11), CASA RWG (6/20), Executive Board meeting (6/21),

## Lorien Fono

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**From:** Lorien Fono  
**Sent:** Wednesday, July 17, 2019 10:44 AM  
**To:** Lorien Fono  
**Subject:** FW: Prop 1 Implementation Grant - Total Grant Request

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**From:** Chang, Taylor <[TaChang@sfwater.org](mailto:TaChang@sfwater.org)>  
**Sent:** Wednesday, July 10, 2019 8:33 AM  
**Subject:** Prop 1 Implementation Grant - Total Grant Request

Coordinating Committee Members and Interested Parties,

As requested on the Coordinating Committee call on Monday, **the total grant request from projects in our region was \$152 million.**

As a reminder, \$22,750,000 is available in Round 1 for General Implementation projects, and \$2,275,000 is available for Round 1 DAC Implementation projects.

Best,

Taylor Chang

Water Enterprise | Water Resources Division  
San Francisco Public Utilities Commission  
415-551-4734 | [TaChang@sfwater.org](mailto:TaChang@sfwater.org)