



**Executive Board Meeting
AGENDA
Fri, June 18, 2021 9:00 AM - 12:30 PM (PDT)**

To attend the meeting via Zoom or submit a comment
please [request access](#).

<u>Agenda Item</u>	<u>Time</u>	<u>Pages</u>
ROLL CALL, INTRODUCTIONS, AND TELECONFERENCE ETIQUETTE	9:00 AM	
PUBLIC COMMENT Guidelines	9:03 AM	
CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER	9:04 AM	
CONSENT CALENDAR	9:05 AM	
1 May 21, 2021 BACWA Executive Board meeting minutes		3-10
2 May 24, 2021 NST meeting minutes		11-13
3 June 2, 2021 Joint meeting with R2 Water Board meeting minutes		14-15
4 April 2021 Treasurer's Reports		16-25
APPROVALS AND AUTHORIZATIONS	9:12 AM	
5 <u>Approval</u> : CIEA No-cost Extension for FY22		26-33
6 <u>Approval</u> : SGA Amendment # 3 for FY22 BAPPG Suport - \$30,000		34-38
7 <u>Approval</u> : Amendment # 2 Carollo Contract for FY22 BABC Support - \$120,000		39-46
8 <u>Approval</u> : Stephanie Hughes pesticides regulatory support FY22 Contract -\$60,000		47-56
9 <u>Approval</u> : Amendment #1 for FY22 NMS Reviewer Contract - \$50,000		57-61
10 <u>Authorization</u> : EDAR for QAS \$4,680 FY22 Contract		62-65
11 <u>Discussion</u> : Post pandemic meeting transition phasing		66-67
POLICY/STRATEGIC	9:30 AM	
12 <u>Discussion</u> : Nutrients		
a. Regulatory		
i. NST meeting recap - direction on trading		
ii. HDR Data Analysis update		68-69
b. Technical Work		
i. Modeling uncertainty May 28 workshop debrief		70-79
c. Governance Structure		
i. May 18, 2021 PSC Meeting Notes		80-81
ii. June 2, 2021 PSC Meeting Notes		82-84
iii. June 11, 2021 Steering Committee		85-86
Link to Steering Committee materials		
BREAK (10min)	10:30 AM	
13 <u>Discussion</u> : Engagement with Air District - Comments on Regulation 2		87-89
14 Discussion: Chlorine Residual Permit Amendment Admin Draft		90-108
15 Discussion: Alternative monitoring/CEC funding model and cost sharing		
16 <u>Discussion</u> : Triennial review - BACWA comments		
17 <u>Discussion</u> : Four-party agreement on IRWMP funds		109-121
18 <u>Discussion</u> : Collaboration with Sonoma County Land trust and BABC on biosolids white paper		122-126
19 <u>Discussion</u> : PFAS Study Schedule Update		127-128
20 <u>Informational</u> : SSS-WDR Informal Staff Draft Update		
OPERATIONAL	12:00 PM	
21 <u>Informational</u> : BACC Update		
22 <u>Informational</u> : Succession Planning		
REPORTS	12:15 AM	
23 Committee Reports		129-133
24 Member highlights		
25 Executive Director Report		134-135

26	Board Calendar and Action Items			
27	Regulatory Program Manager Report			136-137
29	Other BACWA Representative Reports			138
28	a. RMP Technical Committee b. RMP Steering Committee c. Summit Partners d. ASC/SFEI e. Nutrient Governance Steering Committee e.i Nutrient Planning Subgroup e.ii NMS Technical Workgroup f. SWRCB Nutrient SAG g. NACWA Taskforce on Dental Amalgam h. BAIRWMP i. NACWA Emerging Contaminants j. CASA State Legislative Committee k. CASA Regulatory Workgroup l. ReNUWIt m. ReNUWIt One Water n. RMP Microplastics Liaison o. Bay Area Regional Reliability Project p. WaterReuse Working Group q. San Francisco Estuary Partnership r. CPSC Policy Education Advisory Committee s. California Ocean Protection Council t. Countywide Water Reuse Master Plan u. CHARG - Coastal Hazards Adaptation Resiliency Group	Mary Lou Esparza, Yuyun Shang, Samantha Engelage Karin North; Amanda Roa; Eric Dunlavey Lorien Fono; Lori Schectel Lorien Fono; Eileen White Eric Dunlavey; Eileen White; Lori Schectel Eric Dunlavey Eric Dunlavey Lorien Fono Tim Potter Cheryl Munoz; Florence Wedington Karin North; Melody LaBella Lori Schectel Lorien Fono; Mary Cousins Jackie Zipkin; Karin North Jackie Zipkin, Eric Hansen Artem Dyachenko Eileen White Cheryl Munoz Eileen White; Lorien Fono Colleen Henry Lorien Fono Karin North, Pedro Hernandez Jackie Zipkin		

29 SUGGESTIONS FOR FUTURE AGENDA ITEMS	12:25 PM	
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NEXT MEETING	12:29 PM	
The next meeting of the Board is scheduled for July 16, 2021		

ADJOURNMENT	12:30 PM	
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Executive Board Meeting Minutes

May 21, 2021

ROLL CALL AND INTRODUCTIONS

Executive Board Representatives: Amy Chastain (San Francisco Public Utilities Commission); Eileen White (East Bay Municipal Utility District); Jackie Zipkin (East Bay Dischargers Authority); Lori Schectel (Central Contra Costa Sanitary District), Amit Mutsuddy (City of San Jose)

Other Attendees and Guests:

<u>Name</u>	<u>Agency/Company</u>
Aaron Winer	West County Wastewater District
Amanda Roa	Delta Diablo
Dave Richardson	Woodard & Curran
Don Gray	EBMUD
Eric Dunlavey	City of San Jose
Jennie Pang	SFPUC
Jennifer Dymant	BACWA
John Peairs	XIO Controls Company
Justin Irving	Hazen & Sawyer
Lorien Fono	BACWA
Mary Cousins	BACWA
Mary Lou Esparza	CCCSD
Melody Tovar	City of Sunnyvale
Robert Wilson	City of Santa Rosa
Sarah Deslauriers	Carollo Engineers
Talyon Sortor	Fairfield-Suisun Sewer District
Tom Hall	EOA
Vicki Sherman	City of Redwood City

Amit Mutsuddy started meeting at 9:02

ROLL CALL - taken

PUBLIC COMMENT – John Peairs announced meeting on June 7, 2021 and will share link in chat if BACWA members are interested.

CONSIDERATION TO TAKE AGENDA ITEMS OUT OF ORDER. BACWA Executive Director requested that items 15 & 20 be presented together for Sarah A. Deslauriers.

CONSENT CALENDAR

- 1 April 16, 2021 BACWA Executive Board meeting minutes
- 2 April 27, 2021 NST meeting minutes
- 3 March 2021 Treasurer's Reports

BACWA Executive Director explained items 1, 2 & 3.

Consent Calendar Items 1, 2, and 3: A motion to approve was made by Jackie Zipkin (East Bay Dischargers Authority) and seconded by Lori Schectel (Central Contra Costa Sanitary District). The motion was approved unanimously.

APPROVALS AND AUTHORIZATIONS

4 Approval: BACWA Chair and Vice-Chair for FY22

BACWA Executive Director explained item 4.

Approval Item 4: A motion to approve Amit Mutsuddy as BACWA Chair for FY22 was made by Eileen White (East Bay Municipal Utility District) and seconded by Lori Schectel (Central Contra Costa Sanitary District). The motion was approved unanimously.

Approval Item 4: A motion to approve Eileen White as BACWA Co-Chair for FY22 was made by Amit Mutsuddy (City of San Jose) and seconded by Lori Schectel (Central Contra Costa Sanitary District). The motion was approved unanimously.

5 Approval: BACWA Staff contract amendments

BACWA Executive Director explained item 5.

Approval Item 5: A motion to approve was made by Lori Schectel (Central Contra Costa Sanitary District) and seconded by Eileen White (East Bay Municipal Utility District). The motion was approved unanimously.

6 Authorization: EDAR Stephanie Hughes \$1,500 FY21 contract increase, Amendment #3

BACWA Executive Director explained item 6.

7 Authorization: EDAR for SGA \$3,000 FY21 contract increase, Amendment #2

BACWA Executive Director explained item 7.

8 Approval: BAR for Legal and IT support FY22

BACWA Executive Director explained item 8.

Action Item: BACWA Executive Director to determine the significance (if any) of Downey Brand providing a rate sheet that includes attorneys specializing in contract law in addition to attorneys specializing in regulatory compliance.

Approval Item 8: *A motion to approve was made by Amy Chastain (San Francisco Public Utilities Commission) and seconded by Eileen White (East Bay Municipal Utility District). The motion was approved unanimously.*

9 Approval: Amendment #2 for Carollo Engineers FY22 AIR committee support

BACWA Executive Director explained item 9.

Approval Item 9: *A motion to approve was made by Lori Schectel (Central Contra Costa Sanitary District) and seconded by Jackie Zipkin (East Bay Dischargers Authority). The motion was approved unanimously.*

10 Approval: Amendment #4 for Stephanie Hughes for FY22 BAPPG support

BACWA Executive Director explained item 10.

Approval Item 10: *A motion to approve was made by Eileen White (East Bay Municipal Utility District) and seconded by Amy Chastain (San Francisco Public Utilities Commission). The motion was approved unanimously.*

11 Approval: Livermore membership miscategorization reimbursement

BACWA Executive Director explained item 11. The City of Livermore has been billed as an associate, although they are an affiliate member under BACWA's 2016 Classes of Membership Policy. They will be reimbursed the difference for Fiscal Years 2018 through 2021.

Approval Item 11: *A motion to approve was made by Jackie Zipkin (East Bay Dischargers Authority) and seconded by Eileen White (East Bay Municipal Utility District). The motion was approved unanimously.*

POLICY/STRATEGIC

12 Informational: Update on BAPPG Pesticides support and collaboration

Autumn Cleave shared that Kelly Moran, principal at TDC Environmental and current BAPPG pesticides contractor, is moving to SFEI and closing her consulting firm. BAPPG committee put out an RFQ and received one proposal from Stephanie Hughes, Tammy Quails and Armand Ruby. Their contract will include less pesticide science as this will be performed by a second contract with SFEI. They are currently working on a scope of work and contract will be brought to the executive board meeting in June 2021 for approval. BACWA Executive Director shared a coordinated effort between CASQA and CVCWA regarding pesticide regulatory work. Autumn asked BACWA members to contact her with any questions about the contract or SOW.

Action item: *FY22 BAPPG pesticides support contract will be presented at the June 2021 Executive Board Meeting for approval.*

13 Discussion: Nutrients

a. Regulatory

i. NST meeting agenda and recap

BACWA Executive Director summarized key consideration from NST meeting on April 28, 2021. All TIN should be treated equally from a policy/permitting standpoint to create fairness between agencies and their ratepayers. Also, support for phasing between exceeding cap/trigger and starting implementation for adequate planning and financing. NST group to explore trading concepts and whether we want to fund work to further investigate trading alternatives. Group discussion followed. Next NST meeting is May 24, 2021 and the meeting agenda was reviewed.

ii. HDR Data Analysis update

BACWA Executive Director briefly summarized the status of the HDR data analysis project.

b. Technical Work

i. NTW Debrief

BACWA Executive Director shared that NTW was hosted by SFEI. It was a more technical meeting than the steering committee meetings, and was aimed at assessing program priorities for FY22. They recommended collaborating with the Delta efforts. There was a discussion of the importance of mechanistic field studies around salt pond management and how salt pond management could affect conditions in the Lower South Bay. BACWA Executive Director shared slides from Dave Senn in response to feedback from BACWA's technical consultant, Mike Connor.

ii. Modeling uncertainty webinar debrief and May 28 workshop

BACWA Executive Director shared that the 4 webinars are complete, and a workshop is planned for May 28. Workshop will be dealing with modelling uncertainty and BACWA ED recommended members attend. A link to register for the workshop was shared with attendees.

iii. Assessment Framework Update - Deep Subtidal

BACWA Executive Director shared the timing of a list of projects and products for the deep subtidal area assessment framework.

iv. NMS Reviewer for FY22

BACWA Executive Director asked for direction from the Board on the future of the NMS reviewer contract. There was agreement that a contract amendment for Mike Connor that will be brought to the June 2021 Executive Board meeting for FY22.

Action item: *BACWA Executive Director to bring contract amendment for Mike Connor for FY22*

c. Governance Structure

i. April 23, 2021 PSC Meeting Notes

BACWA Executive Director shared Lisa Hunt was hired at SFEI as the NMS program manager. Eric Dunlavey shared there was a deeper discussion at the May 18 meeting for the program plan for next FY.

14 Discussion: SSS WDR - debrief from discussions with SWB staff

BACWA RPM shared that SWRCB has verbally agreed to make substantive changes to the informal staff draft before the public comment period. RPM is developing a mark-up of staff draft on reporting requirements, SSM requirements, exfiltration and many other issues. Will continue to develop internal consensus prior to holding more meetings with State Water Board staff and NGOs.

BREAK (10min) 10:35 AM

15 Discussion: Engagement with Air District - Comments on Regulation 2

Sarah Deslauriers shared a slide that summarized AIR activities, issues and regulations including a description and action timeframe. The AIR committee recently provided testimony regarding BAAQMD's proposed Regulation 2, which proposes no new sources of air pollution in overburdened communities. Group also discussed new BACT for large emergency diesel engines and were briefed on process, communication issues and POTW planning process considerations. BAAQMD and BACWA leadership engagement on this issue began in December 2020. BACT related meetings were held in February and March 2021. The next proposed meeting is mid-late June with a focus on Regulation 2, air toxics risk reduction, the BACT determination process, and the lengthy permitting process in general.

Action item: *BACWA AIR Committee consultants to schedule meeting with BAAQMD staff*

16 Discussion: RMP funding levels for FY22

Eric Dunlavey shared that the steering committee met on April 28, 2021 and the items that were discussed were the annual meeting, which is on October 14, 2021, and moving microplastics into the Emerging Contaminants Workgroup. Eric shared the historical fee chart. This FY and in FY22 the committee decided to keep fees flat but revenues for 2023 and 2024 assume a 3% increase. General discussion followed, including concerns from agencies that they still face an uncertain financial future due to the lingering impacts of COVID. BACWA's input will be shared with the RMP Steering Committee.

17 Discussion: Alternative monitoring/CEC funding model and cost sharing

BACWA RPM share that the 2016 order that established the alternative monitoring program needs to be revised by the time the statewide toxicity rules come into effect. RPM shared a slide that summarized alternative monitoring and CEC funding. Slide summarized a straw man proposal for costs split with weighting based on flat rate per agency, minor vs major discharger, and having pretreatment program. Group discussion followed. This will be discussed at permits committee as well.

Action item: *RPM will provide updated report to present to Regional Water Board and updated cost sharing report.*

18 Discussion: Triennial review - BACWA engagement

RPM shared that the 3 yr cycle for reviewing the basin plan is in process. The RWB has issued a document that lists the projects they plan on working on for the next 3 years. RPM shared 4 key issues for BACWA plus second tier issues. There will be a workshop with the RWB on the triennial review and comment letters are due on July 5, 2021. RPM will have letter for Board to review around June 21, 2021.

19 Discussion: Comments on DWR draft Water Use Targets

BACWA Executive Director shared that DWR and SWRCB performed a study recommending new, lower indoor water use targets to the legislature. Low indoor water use has impacts on collection systems, wastewater treatment processes and recycled water programs. Comments are due June 4th and recommendations may be adopted next year. BACWA Executive Director asked for feedback on what should be included in the comment letters. General discussion followed. BACWA's main concern is impact mitigation, not arguing against the water use targets.

Action item: *Executive Director to coordinate with CASA, and share comment letter for consideration by BACWA Executive Board.*

20 Discussion: Collaboration with Sonoma County Land Trust and BABC on biosolids white paper

BACWA Executive Director summarized Regional Water Board's concerns about the safety of land application of biosolids. Sarah Deslauriers shared CCDEH sent letters to SWRCB, CalRecycle and CDFA that summarized threats to groundwater, surface water and agriculture lands. This letter requested a moratorium on diversion of biosolids from landfills and land application until additional transport studies are completed and new safety standards are developed. Sarah also shared that the Sonoma County Land Trust and SFEI are preparing a white paper regarding the disposal of biosolids in baylands. Sarah requested BACWA members to review and approve the white paper, and consider adding BACWA's logo to the White Paper. General group discussion followed. Several BACWA members volunteered to review white paper.

21 Discussion: Draft agenda for meeting with Water Board

BACWA Executive Director & RPM shared agenda for June 2, 2021 meeting. A variety of topics including: a roundtable about COVID-19 impacts, drought, CECs and alternative monitoring requirements, Chlorine residual blanked permit amendment, nutrients, triennial review and biosolids.

OPERATIONAL

22 Discussion: Annual meeting date for 2022 - Feb 10

BACWA Executive Director shared that based on the survey the annual meeting will be held on Thursday February 10, 2021. Group agreed.

Action item: *BACWA staff to book venue and add Annual Meeting to online calendar.*

23 Informational: Update on FY22 BACC Bid

BACWA AED explained that bid award letters were issued on May 6 and BACC agencies are working with vendors to set up their contracts for next FY.

24 Discussion: BayCAN support for FY22

BACWA Executive Director summarized BayCAN and recommended continued support for it.

Action item: *BACWA staff to pay BayCAN invoice.*

25 Discussion: Lab committee request for TNI Training Support

BACWA Executive Director shared TNI training program support. The lab committee is requesting funding from the miscellaneous committee support budget line item to fund this training in FY22.

26 Discussion: Agencies' reconstitution plans and impact on future BACWA meetings.

BACWA Executive Director recommended discussing this issue at July meeting.

REPORTS

27 Committee Reports

28 Member highlights

BACWA Members shared COVID-19 updates at their agencies.

29 Executive Director Report

BACWA Executive Director said report is in the packet.

30 Board Calendar and Action Items

BACWA Executive Director shared executive board meeting dates from July 2021 through February 2022.

Action item: *AED to send out meeting invites for these dates.*

31 Regulatory Program Manager Report

BACWA RPM said report is in the packet.

32 Other BACWA Representative Reports

- a. RMP Technical Committee Mary Lou Esparza, Yuyun Shang, Samantha Engelage
- b. RMP Steering Committee Karin North; Amanda Roa; Eric Dunlavey
- c. Summit Partners Lorien Fono; Lori Schectel
- d. ASC/SFEI Lorien Fono; Eileen White
- e. Nutrient Governance Steering Committee Eric Dunlavey; Eileen White; Lori Schectel
- e.i Nutrient Planning Subgroup Eric Dunlavey
- e.ii NMS Technical Workgroup Eric Dunlavey
- f. SWRCB Nutrient SAG Lorien Fono

May 21, 2021 Executive Board Meeting Minutes

- g. NACWA Taskforce on Dental Amalgam Tim Potter
- h. BAIRWMP Cheryl Munoz; Florence Wedington
- i. NACWA Emerging Contaminants Karin North; Melody LaBella
- j. CASA State Legislative Committee Lori Schectel
- k. CASA Regulatory Workgroup Lorien Fono; Mary Cousins
- l. ReNUWIt Jackie Zipkin; Karin North
- m. ReNUWIt One Water Jackie Zipkin, Eric Hansen
- n. RMP Microplastics Liaison Artem Dyachenko
- o. Bay Area Regional Reliability Project Eileen White
- p. WateReuse Working Group Cheryl Munoz
- q. San Francisco Estuary Partnership Eileen White; Lorien Fono
- r. CPSC Policy Education Advisory Committee Colleen Henry
- s. California Ocean Protection Council Lorien Fono
- t. Countywide Water Reuse Master Plan Karin North, Pedro Hernandez
- u. CHARG - Coastal Hazards Adaptation Resiliency Group Jackie Zipkin

33 SUGGESTIONS FOR FUTURE AGENDA ITEMS

NEXT MEETING

The next meeting of the Board is scheduled for June 18, 2021

ADJOURNMENT

12:30 PM



Nutrient Strategy Team May 24, 2021 Meeting Summary

ROLL CALL AND INTRODUCTIONS

The meeting was called to order by Jackie Zipkin. **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).

Other Attendees:

<u>Name</u>	<u>Agency/Company</u>
Lorien Fono, Mary Cousins	BACWA
Dan Frost, Blake Brown, Mary Lou Esparza, Amanda Cauble	CCCSD
Amanda Roa	Delta Diablo
Don Gray	EBMUD
Tom Hall	EOA
Jordan Damerel, Talyon Sortor	FSSD
Karin North, Sam Engelage	Palo Alto
Jennie Pang, Nohemy Revilla	SFPUC
Monte Hamamoto, Alex Miot	SVCW
Cameron Kostigen Mumper, Melody Tovar	Sunnyvale
Tim Grillo	USD
Jennifer Harrington	Vallejo F&WD

The purpose of the meeting was to continue discussing BACWA's key tenets for the 3rd watershed permit, with the goal of having a key tenets document available in Summer 2021.

SUBEMBAYMENTS

BACWA is leaning towards advocating on a whole Bay "bathtub" approach for load caps (like the mercury and PCBs watershed permit) rather than based on subembayments (e.g., Lower South Bay, Central Bay, Suisun Bay, etc.). If we build a framework for compliance based on all TIN loads within a subembayment being equal (i.e., 1 or 2 subembayments at most), this framework may have to pivot in the future if there is a finding of impairment for specific subregions in the Bay.

LOAD CAP COMPLIANCE

The group discussed how long it would take to begin implementation of a nutrient removal project after exceeding individual load caps. Two years is not likely enough time to firmly establish that there is a compliance problem (rather than a data anomaly), and to develop an implementation plan that identifies a specific capital project to be constructed or in-lieu project (trading, credits, etc.). "Implementation" should therefore begin with an alternatives analysis, followed by a capital project or in-lieu project. Completion of large capital projects will take ten

or more years. An example of a long implementation timeframe can be found in the [San Francisco Bay Beach TMDL for bacteria](#) which includes 10 years of implementation.

INVESTIGATING A FRAMEWORK FOR NUTRIENT TRADING

The group discussed whether there was sufficient support for a nutrient trading or crediting program to continue developing the idea. There was a roundtable discussion where participants discussed their agencies' perspectives on trading. The following ideas were exchanged:

- As noted in a [EPA 2019 memorandum](#), credits can be useful in incentivizing early actors. They are a regulatory tool; and may not have a direct connection with nutrient load impacts, which are not cumulative.
- It is premature to implement trading ratios as in the Long Island Sound approach.
- The group was interested in hearing the Regional Water Board's perspective on trading at our next meeting scheduled for June 2.
- The group discussed whether trading, if pursued, belongs best in Watershed Permit 3.0 or 4.0. There was agreement that Permit 3.0 should at least not close the door on the trading concept. It may make more sense in Permit 4.0 if there is a finding of impairment by that time.
- Several agencies felt it may not be worth the effort of setting up a trading framework at this time until there is a scientific determination about the need to reduce nutrient loading.
- Several agencies felt that a trading program would be very useful in the near term because it would give them an additional incentive or reward for implementing nutrient removal projects. Without this incentive, fewer projects would be implemented under Permit 3.0.
- A trading framework could be useful if it allows agencies more time to implement capital projects. On the other hand, the Regional Water Board should understand that capital project delivery takes a long time (10+ years). Trading is not a long term solution.
- If a trading framework is set up, it should include non-POTW sinks and loads such as agriculture, wetlands restoration projects, etc.
- The cost of implementing a nutrient trading program is a factor – agencies want to see what they are receiving in benefits for \$\$ spent.

INCENTIVIZING MULTI-BENEFIT PROJECTS

- It would incentivize wetlands restoration projects if they were associated with a fixed nutrient removal credit, regardless of actual performance (which will vary from year to year and is not predictable). Wetlands projects are subject to external forces, such as avian botulism and avian cholera, which can require operational modifications. Similarly, it would incentivize recycled water projects if they were associated with a fixed nutrient removal credit, regardless of actual recycled water deliveries.
- Nature-based solutions are inherently difficult to implement because POTWs are not always the landowners. The incentive would need to be substantial for POTWs to

choose this option in the face of compliance uncertainty.

NEXT STEPS

The next meeting will continue the discussion of draft key tenets for the 3rd watershed permit, including a discussion avoiding discounting co-digestion projects.

The next meeting will also include a status update on the analysis of historical variability with respect to projected load caps, which is ongoing work being completed by HDR.



Special Executive Board Meeting Minutes Joint Meeting with Regional Water Board Staff

June 2, 2021

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); Jennie Pang (SFPUC).

Other Attendees:

<u>Name</u>	<u>Agency/Company</u>
Lorien Fono	BACWA
Mary Cousins	BACWA
Michael Montgomery	Regional Water Board
Tom Mumley	Regional Water Board
Bill Johnson	Regional Water Board
Robert Schlipf	Regional Water Board
James Parrish	Regional Water Board
Don Gray	East Bay Municipal Utility District
Eric Dunlavey	City of San Jose
Tom Hall	EOA

PUBLIC COMMENT – None.

AGENDA ITEMS

Agenda Item 1 – Agency Updates

Representatives from the Regional Water Board (RB2) and BACWA agencies briefly shared how their agencies are rolling out return-to-work and work-from-home policies over the summer and early fall. All agencies are waiting to hear what the new public meeting rules will be once the temporary waiver of Brown Act requirements expires or is replaced. The group is tentatively planning to meet at Pardee on October 28-29. RB2 also shared that they have a new Board member, Donald Young; that the State Water Board has rolled out a new [drought website](#); and that the governor's budget proposes \$1B for unpaid water bills. Central San provided an update on BAAQMD permitting, as they have moved forward with permits for generators that meet Tier 4 emissions controls for two pumping plants. Central San and other BACWA members do not agree with the BACT Tier 4 determination due to concerns about generator reliability.

Agenda Item 2 – Statewide Sanitary Sewer Systems General Order (SSS-WDR)

BACWA and RB2 staff discussed how they are each engaging with State Water Board staff during the review and comment period for the Informal Staff Draft SSS-WDR. Tom Mumley is representing Region 2 and working in a sub-group with other representatives from other Regional

Water Boards. BACWA's Regulatory Program Manager is representing BACWA members and working through CASA. Both groups will be meeting on Friday 6/4.

Agenda Item 3 – Drought

Due to the drought, BACWA requested that RB2 management work with DDW to efficiently process recycled water permit applications -- especially for projects where deliveries cannot occur this summer without a permit. Tom Mumley agreed to serve as the point of contact for permitting issues that require additional attention to expedite deliveries.

Agenda Item 4 – CECs and Alternate Monitoring Requirements overhaul

RB2 staff will soon begin to review BACWA's proposal for monitoring reductions to fund CEC monitoring through the RMP. After that, RB2 staff will begin preparing a blanket permit amendment to replace the 2016 Alternate Monitoring & Reporting program. The statewide toxicity provisions have been delayed by procedural legal matters, and will likely not be effective earlier than 2022. This means that more attention will be required to craft a proposal that provides a seamless transition for dischargers and RMP funding. It may be necessary to include a waiver of chronic toxicity screening studies in the order, for example.

Agenda Item 5 – Chlorine Residual Basin Plan Amendment

RB2 staff have developed an administrative draft of a blanket permit amendment to implement the Basin Plan Amendment, which will be distributed to BACWA soon. (*The admin draft was subsequently provided by email the following day, 6/3*).

Agenda Item 7 – Nutrients

The nutrient discussion focused primarily on the way that subembayments may be handled in the 3rd watershed permit. RB2 staff expressed that they are unlikely to support a Bay-wide, single-subembayment approach for group limits, because the antidegradation approach applies to a single water body. RB2 staff expressed support for group limits within subembayments, and for the concept of a single permittee having limits based on contributions to multiple subembayments (and one total limit for the discharger). BACWA members do not currently support this level of complexity, but all parties agree to continue discussing how these options may be implemented in practice rather than in theory.

Agenda Item 8 – Triennial Review

RB2 staff plan to prepare a Basin Plan Amendment related to climate change including elements addressing habitat protection, climate change adaptation, resiliency in the face of sea level rise, etc. A draft may be issued soon for comment. RB2 staff re-iterated that they do not see Order 94-086 as a significant barrier to permitting wastewater discharges to wetlands.

Agenda Item 9 – Biosolids

Substantial discussion on this item was deferred to a later date.

The group plans to convene again in late August.



Bay Area Clean Water Agencies

A Joint Powers Public Agency

Leading the Way to Protect our Bay

May 20, 2021

MEMO TO: Bay Area Clean Water Agencies Executive Board
MEMO FROM: Damien Charléty, Treasurer, East Bay Municipal Utility District
SUBJECT: Tenth Month FY 2021 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, 2020 through April 30, 2021** (Ten months of Fiscal Year 2021). 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),
- Bay Area Biosolids Coalition (BABC),
- Bay Area Chemical Consortium (BACC),
- Water/Wastewater Operator Training (WOT),
- Prop84 Bay Area Integrated Regional Water Mgmt (PRP84)

Houck, Matt

From: Charléty, Damien
Sent: Tuesday, May 25, 2021 4:49 PM
To: Houck, Matt
Subject: RE: BACWA - April 2021 Treasurer's Report

Approved.

From: Houck, Matt <matt.houck@ebmud.com>
Sent: Thursday, May 20, 2021 4:35 PM
To: Charléty, Damien <damien.charlety@ebmud.com>
Subject: BACWA - April 2021 Treasurer's Report

Hi Damien,

Please approve BACWA - April 2021 Treasurer's Report for distribution.

Thanks,

Matt Houck

Accountant I
East Bay Municipal Utility District
375 11TH St, MS 402, Oakland, CA 94607
P 510-287-0238



MONTHLY FINANCIAL SUMMARY REPORT

April 2021

Fund Balances

In FY21 BACWA has three operating funds (BACWA, Legal, and CBC) and three pass-through funds for which BACWA provides only contract administration services (WOT, BABC & BACC).

BACWA Fund: This fund provides the resources for BACWA staff, its committees, and other administrative needs. The ending fund balance on April 30, 2021 was \$1,370,315 which is significantly higher than the target reserve of \$209,430 which is intended to cover 3 months of normal operating expenses based on the BACWA FY21 budget. \$137,595 of the ending fund balance is shown on the BACWA Fund & Investments Balance Report April 30, 2021 as encumbered to meet ongoing operating line-item expenses for BAPPG Committee Support, Legal services, IT services, Board meeting expenses, accounting services and BACWA staff support. This leaves actual unencumbered excess funds of \$1,023,290 (i.e., actual fund balance of \$1,232,720 less target reserves) as April 30, 2021. As the details of the costs of the various regulatory requirements included in the 2nd 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 April 30, 2021 was \$1,306,976 which is higher than the target reserve of \$1,000,000. \$712,769 of the ending fund balance is encumbered to meet line-item expenses for completion of the Group Annual Report contract, completion of the NBS Study, Recycled Water Evaluation, and the PFAS Regional Study. This leaves an actual unencumbered fund balance of negative \$406,332 (i.e., actual fund balance of \$593,668 less \$1,000,000 target reserves) as of April 30, 2021. As directed by the BACWA Executive Board, the CBC fund has diminished over time due to BACWA's ongoing funding of the NMS program to comply with the Nutrient Watershed Permit. In FY22 the Board will be asked to approve a transfer from the BACWA Fund to replenish the CBC fund.

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


Budget to Actual

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

Revenues as of April 30, 2021 (83% of the FY) are at 98%.

Expenses as of April 30, 2021 (83% of the FY) are at 82%

**FY 2021
BACWA BUDGET to ACTUAL**

						
<u>BACWA FY21 BUDGET</u>	<u>Line Item Description</u>	<u>FY 2021 Budget</u>	<u>Actual April 2021</u>	<u>Actual % of Budget April 2021</u>	<u>Variance</u>	<u>NOTES</u>
REVENUES & FUNDING						
Dues	Principals' Contributions	\$516,909	\$516,910	100%	\$1	5 @ \$103,382
	Associate & Affiliate Contributions	\$187,793	\$191,672	102%	\$3,879	13 Assoc @ \$8,531; 45 Affiliate @ \$1,708.
Fees	Clean Bay Collaborative	\$675,000	\$675,750	100%	\$750	Prin: \$450,000; Assoc/Affil: \$225,000
	Nutrient Surcharge	\$1,700,000	\$1,699,970	100%	-\$30	See Nutrient Surcharge Spreadsheet
	Voluntary Nutrient Contributions	\$0	\$0	0%	\$0	
Other Receipts	AIR Non-Member	\$7,075	\$7,075	100%	\$0	Santa Rosa
	BAPPG Non-Members	\$3,954	\$3,953	100%	-\$1	Stanta Rosa, Sac Reg'l, Vacaville; \$1,317/each
	Other	\$0	\$2,601	0%	\$2,601	
Fund Transfer	Special Program Admin Fees (WOT)	\$5,202	\$0	0%	-\$5,202	Flat fee
	Special Program Admin Fees (BACC)	\$20,010	\$0	0%	-\$20,010	300 hours of AED support, based on hours billed
	Special Program Admin Fees (BABC)	\$6,000	\$2,274	38%	-\$3,726	AED and RPM support, hours billed
Interest Income	LAIF	\$20,000	\$19,125	96%	-\$875	BACWA, Legal, & CBC Funds invested in LAIF
	Higher Yield Investments	\$18,000	\$0	0%	-\$18,000	Alternative Investment Interest (Legal & CBC Funds invested in AltInv)
	Total Revenue	\$3,159,943	\$3,119,330	98.71%	-\$40,613	
<u>BACWA FY21 BUDGET</u>	<u>Line Item Description</u>	<u>FY 2021 Budget</u>	<u>Actual April 2021</u>	<u>Actual % of Budget April 2021</u>	<u>Variance</u>	<u>NOTES</u>
EXPENSES						
Labor						
	Executive Director	\$190,000	\$158,333	83%	-\$31,667	No change from FY20 contract
	Assistant Executive Director	\$102,551	\$88,156	86%	-\$14,395	\$66.7/hour; Reflects 1500 hours /yr
	Regulatory Program Manager	\$141,170	\$119,115	84%	-\$22,055	\$100.16/hour; Reflects 1375 hours/yr
	Total	\$433,721	\$365,604	84%	-\$68,117	
Administration						
	EBMUD Financial Services	\$42,448	\$20,561	48%	-\$21,887	
	Auditing Services	\$5,345	\$0	0%	-\$5,345	Financial Audit Services through EBMUD
	Administrative Expenses	\$7,959	\$194	2%	-\$7,765	Travel, Supplies, Parking, Mileage, Tolls, Misc.
	Insurance	\$4,776	\$4,971	104%	\$195	SLIP Insurance. Alliant Insurance.
	Total	\$60,528	\$25,726	43%	-\$34,802	
Meetings						
	EB Meetings	\$2,653	\$257	10%	-\$2,396	Catering, Venue, other expenses
	Annual Meeting	\$14,369	\$2,519	18%	-\$11,850	Catering, Venue, other expenses
	Pardee	\$6,367	\$0	0%	-\$6,367	Catering, Venue, other expenses
	Misc. Meetings	\$5,306	\$571	11%	-\$4,735	Hol & Comm Chair Lunch, Staff Mtgs, Fin Comm, Summit Ptnrs, CASA, NACWA Tech WS, Low Flow WS
	Total	\$28,695	\$3,347	12%	-\$25,348	
Communication						
	Website Hosting	\$612	\$57	9%	-\$555	Computer Courage
	File Storage	\$765	\$720	94%	-\$45	Box.com
	Website Development/Maintenance	\$1,530	\$0	0%	-\$1,530	Domain registrations, website changes
	IT Support	\$2,652	\$0	0%	-\$2,652	As needed
	Other Commun	\$1,785	\$1,641	92%	-\$144	MS Exchange, Survey Monkey, Carbonite, Doodle Polls, PollEv, GoToMtg, HelloSign, Zoom
	Total	\$7,344	\$2,418	33%	-\$4,926	

FY 2021
BACWA BUDGET to ACTUAL

EXPENSES						
Legal						
	Regulatory Support	\$2,706	\$0	0%	-\$2,706	Downey Brand LLP
	Executive Board Support	\$2,176	\$1,166	54%	-\$1,010	Day Carter & Murphy LLP
	Total	\$4,882	\$1,166	24%	-\$3,716	
Committees						
	AIR	\$76,000	\$48,908	64%	-\$27,092	\$75k consulting support, \$1k misc expenses. Carollo Engineers
	BAPPG	\$130,000	\$106,846	82%	-\$23,154	Includes CPSC @ \$10,000, OWOW @ \$10,000, and Pest. Reg Spt. @ \$60,000. S.Hughes, TDC and SGA
	Biosolids Committee	\$1,000	\$0	0%	-\$1,000	
	Collections System	\$1,000	\$0	0%	-\$1,000	
	InfoShare Groups	\$1,750	\$0	0%	-\$1,750	Funds for 2 workgroups (\$750 for Asset Mgmt - new in FY21; \$1,000 for O&M)
	Laboratory Committee	\$1,000	\$0	0%	-\$1,000	
	Permits Committee	\$1,300	\$0	0%	-\$1,300	All meetings moved to include lunch hour for commuting purposes
	Pretreatment	\$1,000	\$0	0%	-\$1,000	
	Recycled Water Committee	\$1,000	\$160	16%	-\$840	
	Misc Committee Support	\$45,000	\$0	0%	-\$45,000	
	Manager's Roundtable	\$1,000	\$0	0%	-\$1,000	
	Total	\$260,050	\$155,914	60%	-\$104,136	
Collaboratives						
	Collaboratives					
	State of the Estuary (SFEP-biennial)	\$20,000	\$0	0%	-\$20,000	Biennial in Odd Fiscal Years. (Paid biennially in odd years for even year conference)
	Arleen Navarret Award	\$0	\$0	0%	\$0	Biennial in Even Fiscal Years. Award amount increased in FY20
	FWQC (Fred Andes)	\$7,500	\$0	0%	-\$7,500	
	Stanford ERC (ReNUWit)	\$10,000	\$0	0%	-\$10,000	
	Misc	\$5,000	\$0	0%	-\$5,000	BayCAN, NBWA
	Total	\$42,500	\$0	0%	-\$42,500	
Other						
	Unbudgeted Items					
	Other	\$0	\$0	0%	\$0	
		\$0	\$0	0%	\$0	
Tech Support						
	Technical Support					
	Nutrients					
	Watershed	\$2,800,000	\$2,600,000	93%	-\$200,000	Advance funding for 2nd Watershed Permit Science Studies. SFEI
	NMS Voluntary Contributions	\$0	\$30,000	0%	\$30,000	SFEI \ City of Palo Alto 2017 Lower South Bay modeling
	Additional work under permit	\$100,000	\$34,500	35%	-\$65,500	Includes HDR PO for \$225k spread out over FY20-24.
	Regional Study on Nature based systems	\$200,000	\$124,003	62%	-\$75,997	New Line item in FY20. SFEI
	Regional Recycling Evaluation	\$60,000	\$46,546	78%	-\$13,454	HDR PO for \$154K FY20-24
	Nutrient Workshop(s)	\$0	\$0	0%	\$0	Pilot Studies/Plant Review/InDecative Technologies
	General Tech Support	\$250,000	\$12,406	5%	-\$237,594	AB617 emission factors, nutrient technical review, other nutrient support, PFAS
	CEC Investigations	\$50,000	\$9,032	18%	-\$40,968	Support for studies through RMP (PFAS in FY21). SFEI
	Risk Reduction	\$7,500	\$0	0%	-\$7,500	\$50,000 over 5 years (FY19-FY23) 2 Contracts for \$25,000 each over FY19, 20, & 21
	Total	\$3,467,500	\$2,856,487	82%	-\$611,013	
	TOTAL EXPENSES	\$4,305,220	\$3,410,662	79.22%	-\$894,558	
	NET INCOME BEFORE TRANSFERS	-\$1,145,277				
	TRANSFERS FROM RESERVES	\$1,145,277				aligns with strategy of drawing down reserves to lessen impact of Nutrient Surcharge
	NET INCOME AFTER TRANSFERS	\$0				
	TOTAL OPERATING BUDGET	\$837,720				
	OPERATING RESERVE	\$209,430				

BACWA Fund Report as of April 30, 2021

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	1,195,233	729,257	554,175	1,370,315	137,595	1,232,720
804	LEGAL RSRV	300,000	-	-	300,000	-	300,000
805	CBC	1,772,881	2,390,073	2,856,517	1,306,437	712,769	593,668
	SUBTOTAL 1	3,268,114	3,119,330	3,410,692	2,976,752	850,364	2,126,388
802	BABC	216,514	93,250	170,520	139,244	34,400	104,844
806	BACC	(1,563)	6,945	5,670	(288)	6,520	(6,808)
810	WOT	276,164	-	-	276,164	-	276,164
	SUBTOTAL 2	491,115	100,195	176,190	415,120	40,920	374,200
*811	PRP84	196,806	-	40,000	156,806	-	156,806
	SUBTOTAL 3	196,806	-	40,000	156,806	-	156,806
	GRAND TOTAL	3,956,035	3,219,525	3,626,882	3,548,678	891,284	2,657,394

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	1,195,233	729,257	554,175	1,370,315	134,707	1,505,022	848,859	656,163	29%	-		priority # 3 for allocation
804	LEGAL RSRV	300,000	-	-	300,000	-	300,000	-	300,000	13%	-		priority # 1 for allocation
805	CBC	1,772,881	2,390,073	2,856,517	1,306,437	-	1,306,437	-	1,306,437	58%	-		priority # 2 for allocation
	SUBTOTAL 1	3,268,114	3,119,330	3,410,692	2,976,752	134,707	3,111,459	848,859	2,262,600	100%	-		

802	BABC	216,514	93,250	170,520	139,244	-	139,244	139,244	-	0%	-		pass-through funds, no allocation
806	BACC	(1,563)	6,945	5,670	(288)	-	(288)	(288)	-	0%	-		
810	WOT	276,164	-	-	276,164	-	276,164	276,164	-	0%	-		pass-through funds, no allocation
	SUBTOTAL 2	491,115	100,195	176,190	415,120	-	415,120	415,120	-	0%	-		
811	PRP84	196,806	-	40,000	156,806	-	156,806	156,806	-	0%	-		pass-through funds, no allocation
	SUBTOTAL 3	196,806	-	40,000	156,806	-	156,806	156,806	-	0%	-		
	GRAND TOTAL	3,956,035	3,219,525	3,626,882	3,548,678	134,707	3,683,385	1,420,785	2,262,600	-			

*Org 811 beg balance adjusted to reflect disbursement (147.7K) accrued after June 2020 TR published.

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

Reconciliation to Trial Balance - accrual basis

Per Report above:

General	3,119,330	STB	1493	2,262,600	
WOT	100,195	STB	1505	1,420,785	
PROP	-			3,683,385	-
subtotal	3,219,525	STB	2135	(134,707)	
				3,548,678	-

Billings-Pending Receipts

4686	Mem Contrib	65,995
4687	Transfer	-
4690	Assoc Contrib	(1,675)
4696	Other	(21,480)
4731	State Grant	-
4732	Grant Retention	-
subtotal		42,840

Trial Balance Revenue Accounts

4411	Interest	(19,126)
4686	Mem Contrib	(1,358,850)
4687	Transfer	(2,273)
4690	Assoc Contrib	(189,997)
4696	Other	(1,692,119)
4731	State Grant	-
4732	Grant Retention	-
subtotal		(3,262,365)
Difference		0

BACWA Revenue Report as of April 30, 2021

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	Bay Area Clean Water Agencies	0408511	Administrative & General	-	-	-	-	-	-	-	-	-
800	Bay Area Clean Water Agencies	1011099	BDO Member Contributions	516,909	-	-	-	-	516,910	-	516,910	(1)
800	Bay Area Clean Water Agencies	1011108	BDO Other Receipts	-	-	-	-	-	-	-	-	-
800	Bay Area Clean Water Agencies	1011109	BDO Fund Transfers	5,202	-	-	(2,274)	-	-	-	-	5,202
800	Bay Area Clean Water Agencies	1011117	BDO- Interest Income from LAIF	20,000	-	-	783	-	-	4,772	4,772	15,228
800	Bay Area Clean Water Agencies	1011133	BDO Assoc.&Affiliate Contr	187,793	-	-	-	-	112,615	-	112,615	75,178
800	Bay Area Clean Water Agencies	1014251	BDO Non-Member Contr BAPPG	3,954	-	-	-	-	3,953	-	3,953	1
800	Bay Area Clean Water Agencies	1014252	BDO Non-Member Contr AIR	7,075	-	-	-	-	7,075	-	7,075	-
800	Bay Area Clean Water Agencies	1014511	BDO-Alternative Investment Inc	18,000	-	-	-	-	-	-	-	18,000
800	Bay Area Clean Water Agencies	1015567	BACC - AED Support	20,010	-	-	-	-	-	-	-	20,010
800	Bay Area Clean Water Agencies	1015568	BABC - AED and RPM Support	6,000	-	-	2,274	-	-	2,274	2,274	3,726
800	Bay Area Clean Water Agencies	1015265	BDO Other Receipts (Misc)	-	-	-	-	-	2,601	-	2,601	(2,601)
800	Bay Area Clean Water Agencies	1015266	BDO Affiliate/Associate Dues	-	-	-	-	-	41,004	-	41,004	(41,004)
800	Bay Area Clean Water Agencies	1015267	BDO Affil/CS/Assoc Dues	-	-	1,709	-	-	38,053	-	38,053	(38,053)
BACWA TOTAL				784,943	-	1,709	783	-	722,211	7,046	729,257	55,686
805	WQA-CBC	1011099	BDO Member Contributions	675,000	-	750	-	-	675,750	-	675,750	(750)
805	WQA-CBC	1011108	BDO Other Receipts	1,700,000	-	-	-	-	1,699,970	-	1,699,970	30
805	WQA-CBC	1011117	BDO- Interest Income from LAIF	-	-	-	1,690	-	-	14,353	14,353	(14,353)
805	WQA-CBC	1014528	BDO-Voluntary Nutrient Contrib	-	-	-	-	-	-	-	-	-
WQA CBC TOTAL				2,375,000	-	750	1,690	-	2,375,720	14,353	2,390,073	(15,073)
TOTAL				3,159,943	-	2,459	2,473	-	3,097,931	21,399	3,119,330	40,613

	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	
802	BABC	1011099	BDO Member Contributions	-	-	-	-	-	93,250	-	93,250	(93,250)
802	BABC	1011109	BDO Fund Transfers	-	-	-	-	-	-	-	-	-
BABC TOTAL				-	-	-	-	-	93,250	-	93,250	(93,250)
806	BACC	1011099	BDO Member Contributions	-	-	6,945	-	-	6,945	-	6,945	(6,945)
WOT TOTAL				-	-	6,945	-	-	6,945	-	6,945	(6,945)
810	WOT	1011117	BDO- Interest Income from LAIF	-	-	-	-	-	-	-	-	-
WOT TOTAL				-	-	-	-	-	-	-	-	-

	DEPARTMENT	JOB	REVENUE TYPE	AMENDED BUDGET	CURRENT PERIOD			YEAR TO DATE				UNOBLIGATED
					Admin & General	Contributons	Interest, Transfers, Others	Admin & General	Contributons	Interest, Transfers, Others	ACTUAL	
811	PROP 84	1011142	Administrative Support	-	-	-	-	-	-	-	-	-
PROP TOTAL				-	-	-	-	-	-	-	-	-

Grand Total				3,159,943	-	9,404	2,473	-	3,198,126	21,399	3,219,525	(59,582)
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BACWA Expense Detail Report for April 30, 2021

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	190,000	(31,666)	31,666	-	-	31,667	158,333	-	-	190,000	-
AS-Assistant Executive Directo	1011124	102,551	(8,671)	8,671	-	-	14,395	88,156	-	-	102,551	-
AS-Regulatory Program Manager	1011149	141,170	(9,310)	9,310	-	-	20,482	119,115		-	139,597	1,573
ADMINISTRATION												
AS-EBMUD Financial Services	1011125	42,448	-	-	-	-	21,887	20,561	-	-	42,448	-
AS-Audit Services	1014512	5,345	-	-	-	-	5,240	5,240	-	(5,240)	5,240	105
AS-BACWA Admin Expense	1011118	7,959	-	-	-	-	-	-	194	-	194	7,765
AS-Insurance	1011126	4,776	-	-	-	-	-	-	4,971	-	4,971	(195)
MEETINGS												
GBS-Meeting Support-Annual	1014514	14,369	-	-	-	-	-	-	2,519	-	2,519	11,850
GBS-Meeting Support-Exec Bd	1014513	2,653	-	-	-	-	2,653	-	257	-	2,910	(257)
GBS-Meeting Support-Misc	1014516	5,306	-	-	-	-	-	-	571	-	571	4,735
GBS-Meeting Support-Pardee	1014515	6,367	-	-	-	-	-	-	-	-	-	6,367
COMMUNICATION												
CAR-BACWA File Storage	1014518	765	-	-	-	-	-	-	720	-	720	45
CAR-BACWA IT Software	1014520	1,785	-	-	-	-	-	-	1,641	-	1,641	144
CAR-BACWA IT Support	1014519	2,652	-	-	-	-	2,652	-	-	-	2,652	-
CAR-BACWA Website Dev/Maint	1011116	612	-	-	-	-	-	-	57	-	57	555
CAR-BACWA Website Hosting	1014517	1,530	-	-	-	-	-	-	-	-	-	1,530
LEGAL												
LS-Executive Board Support	1011110	2,176	-	-	-	-	1,090	1,166	-	-	2,256	(80)
LS-Regulatory Support	1011107	2,706	(160)	-	-	-	2,466	-	-	-	2,466	240
COMMITTEES												
AIR-Air Issues&Regulation Grp	1014253	76,000	-	-	-	-	26,092	48,908	-	-	75,000	1,000
BC-BAPPG	1011147	130,000	(12,614)	15,172	-	-	8,971	83,787	25,084	(2,025)	115,817	14,183
BC-Biosolids Committee	1011101	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-Collections System	1011097	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-InfoShare Groups	1011102	1,750	-	-	-	-	-	-	-	-	-	1,750
BC-Laboratory Committee	1011103	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-Permit Committee	1011098	1,300	-	-	-	-	-	-	-	-	-	1,300
BC-Pretreatment Committee	1011146	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-Water Recycling Committee	1011100	1,000	-	160	-	-	-	160	-	-	160	840
BC-Manager's Roundtable	1014777	1,000	-	-	-	-	-	-	-	-	-	1,000
BC-Miscellaneous Committee Sup	1011104	45,000	-	-	-	-	-	-	-	-	-	45,000
COLLABORATIVES												
CAS-Arleen Navaret Award	1012201	-	-	-	-	-	-	-	-	-	-	-
CAS-FWQC	1012202	7,500	-	-	-	-	-	-	-	-	-	7,500
CAS-Misc Collaborative Sup	1014521	5,000	-	-	-	-	-	-	-	-	-	5,000
CAS-PSSEP	1011112	20,000	-	-	-	-	-	-	-	-	-	20,000
CAS-Stanford ERC	1011969	10,000	-	-	-	-	-	-	-	-	-	10,000
BACWA TOTAL		837,720	(62,421)	64,979	-	-	137,595	525,426	36,014	(7,265)	691,770	145,950
TECH SUPPORT												
WQA-CE-Technical Support	1011127	250,000	(1,950)	1,950	-	-	102,126	12,406	3,548	(3,548)	114,532	135,468
WQA-CE-Nutrient WS Permit Comm	1014021	2,800,000	-	-	-	-	-	-	2,600,000	-	2,600,000	200,000
WQA-CE Risk Reduction	1014023	7,500	-	-	-	-	-	-	-	-	-	7,500
WQA-CE Addl Work Under Permit	1014254	100,000	-	-	-	-	147,500	34,500	-	-	182,000	(82,000)
WQA-CE Voluntary Nutr Contrib	1014529	-	-	-	-	-	-	-	30,000	-	30,000	(30,000)
Nutrient Workshops	1015015	-	-	-	-	-	-	-	-	-	-	-
WQA-CE-Nature Based Solutions	1015367	200,000	(17,325)	17,325	-	-	311,887	124,033	-	-	435,920	(235,920)
Recycled Water Evaluation	1015566	60,000	-	-	-	-	95,288	46,546	-	-	141,834	(81,834)
WQA - CEC Investigations	1015569	50,000	(9,032)	9,032	-	-	55,968	9,032	-	-	65,000	(15,000)
TECH SUPPORT (CBC) TOTAL		3,467,500	(28,307)	28,307	-	-	712,769	226,517	2,633,548	(3,548)	3,569,286	(101,786)
GRAND TOTAL		4,305,220	(90,728)	93,286	-	-	850,364	751,943	2,669,562	(10,813)	4,261,056	44,164
BABC												
AS-Assistant Executive Directo	1011124	-	-	-	-	-	-	-	-	-	-	-
Administrative Support	1011142	-	-	-	-	-	-	-		2,274	2,274	(2,274)
BDO Contract Expenses	1011143	-	-	-	-	-	-	-	4,621	-	4,621	(4,621)
AS-Regulatory Program Manager	1011149	-	-	-	-	-	-	-	-	-	-	-
Technology Research & Developm	1015372	-	-	-	-	-	-	-	5,000	-	5,000	(5,000)
Academia Research & Developmen	1015373	-	-	-	-	-	-	64,500	-	-	64,500	(64,500)
Collateral Development	1015374	-	-	-	-	-	-	1,125	37,400	-	38,525	(38,525)
Program Manager Expense	1015376	-	(5,929)	5,929	-	-	34,400	55,600	-	-	90,000	(90,000)
BABC TOTAL		-	(5,929)	5,929	-	-	34,400	121,225	47,021	2,274	204,920	(204,920)
BACC												
Administrative Support	1011142	-	5,970	405	-	-	6,520	4,856	814	-	12,190	(12,190)
BACC TOTAL		-	5,970	405	-	-	6,520	4,856	814	-	12,190	(12,190)
WOT												
Administrative Support	1011142	-	-	-	-	-	-	-	-	-	-	-
BDO Contract Expenses	1011143	-	-	-	-	-	-	-	-	-	-	-
GRAND TOTAL (BDO, CBC, BABC, BACC, WOT)		4,305,220	(90,687)	99,620	23	-	891,284	878,024	2,717,397	(8,539)	4,478,166	(172,946)

BACWA Expense Detail Report for April 30, 2021

DEPTID	DEPARTMENT	EXPENSE TYPE	AMENDED BUDGET	CURRENT PERIOD				YEAR TO DATE				OBLIGATED	UNOBLIGATED
				ENC	PV	DA	JV	ENC	PV	DA	JV		
811	Prop84BayAreaIntegRegnlWtrMgmt	BDO Refund Prefunding	-	-	-	40,000	-	-	-	40,000	-	40,000	(40,000)
811	Prop84BayAreaIntegRegnlWtrMgmt	BDO Fund Transfers	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Administrative Support	-	-	-	5,840	(5,840)	-	-	5,840	(5,840)	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	BDO Contract Expenses	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Regional Green Infrastructure	-	-	-	118,045	(118,045)	-	-	118,045	(118,045)	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Hacienda Ave Green St Improvem	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Sears Point Wtlnd & Wtrshd Res	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Bay Friendly Landscape TP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Weather Based Irrigation Cntrl	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	High Efficiency Toilet & UR	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	High Efficiency Toilet & UI	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	High Efficiency Clothes Washrs	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Napa Co. Rainwater HP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Conservation Program Admin	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Flood Infrastructure Mapping T	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Stormwater Improvements & PBP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Richmond Shoreline & San PFP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Pescadero Integrated FRAH	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Restoration Guidance, San FC	-	-	-	15,353	(15,353)	-	-	15,353	(15,353)	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	SF Estuary Steelhead MP	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Stream Restoration in North BD	-	-	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnlWtrMgmt	Watershed Program Admnstrtn	-	-	-	8,463	(8,463)	-	-	8,463	(8,463)	-	-
PRP84 TOTAL			-	-	-	187,701	(147,701)	-	-	187,701	(147,701)	40,000	(40,000)

BACWA Revenue Report as of April 30, 2021

DEPTID	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	Prop84BayAreaIntegRegnIWtrMgmt	1011117	BDO- Interest Income from LAIF	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1011142	Administrative Support	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1011691	Water Efficient Landscape Reba	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1011702	Sears Point Wtlnd & Wtrshd Res	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1011705	Regional Green Infrastructure	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1011706	Hacienda Ave Green St Improvem	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1011707	WQ Improve Flood Mgmt & EP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1011911	Stream Restoration w/Schools i	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1011912	Flood Infrastructure Mapping	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012209	Water Efficient LRP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012210	Bay Friendly Landscape TP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012211	Weather Based Irrigation Cntrl	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012212	High Efficiency Toilet & UR	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012213	High Efficiency Toilet & UI	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012214	High Efficiency Clothes Washrs	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012215	Napa Co. Rainwater HP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012216	Conservation Program Admin	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012218	Stream Restoration in North BD	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012219	Flood Infrastructure Mapping T	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012220	Stormwater Improvements & PBP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012221	Richmond Shoreline & San PFP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012222	Pescadero Integrated FRAH	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012223	Restoration Guidance, San FC	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012224	SF Estuary Steelhead MP	-	-	-	-	-	-	-	-	-
811	Prop84BayAreaIntegRegnIWtrMgmt	1012225	Watershed Program Admnstrtn	-	-	-	-	-	-	-	-	-
PROP 84 TOTAL				-	-	-	-	-	-	-	-	-



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 5

MEETING DATE: June 18, 2021

TITLE: Request for BACWA Executive Board to Approve an Extension to the Agreement with the California Indian Environmental Alliance for FY22

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Approve an extension to the agreement with the California Indian Environmental Alliance (CIEA) for FY22 to provide work to satisfy the Risk Reduction requirement in the 2017 Mercury and PCB Watershed Permit.

SUMMARY

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

BACWA developed a grant program of \$50,000 to cover the risk reduction requirement in this permit term, which extends from January 2018 through December 2022. The grant was divided between two Community-Based Organizations (CBOs), APA Family Support Services (APA). APA Family Support Services completed their contract in FY20.

The original contract with CIEA includes payment of two \$12,500 lump sums covering a two-year period. The first was remitted following a mid-point progress summary in late 2019. The remaining work was delayed due to the COVID-19 public health emergency, and will be completed in Fiscal Year 2022.

FISCAL IMPACT

This work will be funded from the BACWA FY22 Budget which includes \$7,500 for Risk Reduction under the Technical Support – Risk Reduction line item.

ALTERNATIVES

No alternatives are considered for this work as it is required for compliance with the Mercury PCB Watershed Permit.

Attachments:

Amendment #1 to Agreement with CIEA

September 21, 2018 Agreement with CIEA

Approved: _____

Amit Mutsuddy

Chair, BACWA Executive Board

Date: June 18, 2021

AMENDMENT NO. 1
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
California Indian Environmental Alliance

This Amendment No. 1 is made this 18th day of June 2021, in the City of Oakland and County of Alameda, State of California, to that certain agreement of September 21, 2018 (original agreement), by and between California Indian Environmental Alliance and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. The contract amount is unchanged.
2. BACWA and California Indian Environmental Alliance agree to a new period of July 1, 2021 – June 30, 2022
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____ Amit Mutsuddy, Chair BACWA Executive Board	Date <u>June 18, 2021</u>
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By _____ Sherri Norris California Indian Environmental Alliance	Date _____
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BAY AREA CLEAN WATER AGENCIES PROFESSIONAL SERVICES CONTRACT

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

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

Description and Standard of Services to be Performed

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

Payment for Services

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

Document Ownership and Retention

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

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

Indemnification

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

Insurance

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

Assignment

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

Independent Contractor

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

Termination of Contract; Suspension of Services

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

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

Dispute Resolution

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

Severability

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

Survival

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

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

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

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

CONSULTANT: California Indian Environmental Alliance

6323 Fairmount Ave., Suite #B


Street Address

El Cerrito, CA 94530

City, State, Zip Code

27-0861293

Tax Identification No.



Consultant Signature

Sherri Norris, Executive Director

Name, Title

9/21/18

Date

9/21/18

Date

BACWA Signature

Lori Schectel, BACWA Executive Board Chair

Name, Title

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

EXHIBIT A

SCOPE OF WORK, TIMELINE, AND BUDGET

See Attached Proposal from California Indian Environmental Alliance.



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 6

MEETING DATE: June 18, 2021

TITLE: Request for BACWA Executive Board Approval to Amendment #3 to the Agreement with S. Groner Associates to Provide Support for BAPPG's FY22 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 FY22.

SUMMARY

In 2019, BACWA and BAPPG underwent a competitive process to select a consultant to provide public outreach and education. At the June 21, 2019 Executive Board Meeting, the BACWA Executive Board approved a contract with SGA for BAPPG support. The contract allows for up to four one-year extensions. This contract amendment 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 Santa Rosa Water.

FISCAL IMPACT

Funds are available for this agreement and have been allocated for this project within the BAPPG FY22 budget approved on April 16, 2021.

ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY22 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: FY22 Agreement with S. Groner Associates
FY22 S. Groner Associates' Scope of Work
Original Contract

Approved: _____

Amit Mutsuddy, Chair,
BACWA Chair

Date: _____

AMENDMENT NO. 3
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
S. Groner Associates
FOR
BAPPG Committee Support

This Amendment No. 3 is made this 18th day of June 2021, in the County of Alameda, State of California, to that certain agreement of July 19, 2019, between and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and S. Groner Associates agree to a new contract amount of \$30,000 for BAPPG Committee Support for Fiscal Year 2022.
2. An updated Scope of Work for Fiscal Year 2022 is attached.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____ Amit Mutsuddy BACWA Chair	Date <u>June 18, 2021</u> _____
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By _____ Stephen Groner, PE S. Groner Associates	Date _____
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OVERVIEW

This Scope of Work is intended to provide structure for outreach activities S. Groner Associates (SGA) will implement on behalf of the Bay Area Pollution Prevention Group (BAPPG) for the 2021/2022 fiscal year. The overall goal is to develop two campaigns to address wastewater pollution issues: the first in the fall to coincide and expand around Pollution Prevention Week and the second in the spring to coincide and expand around Earth Day.

TASK 1: POLLUTION PREVENTION WEEK

SGA will conduct regional educational outreach efforts to address a select pollutant that the BAPPG committee sees as a priority. The focus of the outreach is to develop an online digital campaign to target residents most likely to impact water quality and with the goal of changing their behavior to a more sustainable, less impactful behavior. SGA will identify and/or develop creative materials to be used and work with the BAPPG contract manager on their approval/use. Initial preparation work will take place in August and the implementation tasks will be completed in September and October of 2021.

TASK 2: EARTH DAY

SGA will conduct regional outreach to promote pollution prevention around another priority issue deemed most relevant by the BAPPG committee. These messages will be timed in April around Earth Day/Earth Week. The outreach will also focus on an online digital campaign and direct residents to the Baywise website, which serves as the hub of pollution prevention messaging for BAPPG. Initial preparation work will take place in March and the implementation tasks will be completed in April and May of 2022.

TASK 3: GRAPHIC DESIGN & COPYWRITING

SGA will provide graphic design, copywriting, content editing assistance with the BAPPG 2021 Annual Report, the Baywise.org website, and other as needed design, writing and editing tasks throughout the 2021/2022 fiscal year.

TASK 4: PROJECT MANAGEMENT

SGA will provide ongoing project management and outreach strategy support, including updates, reporting, and providing general as-needed assistance to the BAPPG Steering Committee. Task will be ongoing throughout the 2021/2022 fiscal year.

TOTAL BUDGET

Task 1 - Pollution Prevention Week	\$8,000
Task 2 - Earth Day	\$8,000
Task 3 - Graphic Design & Copywriting	\$11,000
Task 4 - Project Management Support	\$3,000

SGA RATES - FULLY BURDENED HOURLY RATES

JOB FUNCTION:	HOURLY RATE:
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
EXPENSES:	
Local Mileage	Current Federal Mileage Rate
Out of Pocket Expenses	Billed at Cost + 10%
Translation Costs	\$0.20/word

BAY AREA CLEAN WATER AGENCIES
CONSULTING AGREEMENT

TO: Stephen Groner, PE 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
BACWA Phone: 925-765-9616
PO Box 24055, MS702 FAX: (510) 287-1351
Oakland, CA 94623

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

Approved:

By


Lori Schectel
Chair, BACWA Executive Board

By


Stephen Groner, PE
Groner Associates

Date July 19, 2019

Date July 22, 2019

BACWA EIN: 94-3389334

EIN: 33-0935957



BACWA EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 7

MEETING DATE: June 18, 2021

TITLE: Request for BACWA Chair Approval of Agreement with Carollo Engineers to Provide Project Management Services to the Bay Area Biosolids Coalition in an amount not to exceed \$120,000

☐ RECEIPT ☐ DISCUSSION ☐ RESOLUTION ☒ APPROVAL

RECOMMENDED ACTION

Authorize an agreement with Carollo Engineers for up to \$120,000 to provide as needed support to the Bay Area Biosolids Coalition (BABC) in FY22.

SUMMARY

BABC has utilized BACWA to provide contracting services since FY20. BABC's Executive Committee (EC) has approved the contract and Scope of Work for Carollo Engineers to provide Program Management Services. The Program Manager (PM) was responsible for support matters necessary for the BABC to function effectively toward developing regional biosolids end-use opportunities, building support among members, and support achieving the goals of the updated Strategic Plan. The PM serves at the will of the BABC EC and engages BABC members and contractors in consultation with the EC.

FISCAL IMPACT

Support for the BABC is a project of Special Benefit under the BACWA JPA. Such projects are funded by support from members outside of their BACWA dues. A special account has been established for providing support to BABC. BACWA will be sending out invoices to BABC member agencies in August 2021. Payment of invoices for this contract by BACWA is contingent upon sufficient funds being made available to BACWA by the BABC member agencies via collection of dues.

ALTERNATIVES

No alternatives were considered since the BABC EC has approved the contract amount and Scope of Work.

Attachments: FY22 Agreement with Carollo Engineers
FY22 Carollo Engineers' Scope of Work
Original Contract

Approved: _____

Amit Mutsuddy, Chair
BACWA Executive Board

Date: June 18, 2021

AMENDMENT NO. 2
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Carollo Engineers Inc.

FOR

Bay Area Biosolids Coalition program management

This Amendment No. 2 is made this 18th day of June 2021, in the City of Oakland and County of Alameda, State of California, to that certain agreement of August 1, 2019 (original agreement), by and between Carollo Engineers Inc and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and Carollo Engineers Inc agree to a new contract amount of \$120,000 for Bay Area Biosolids Coalition program management for Fiscal Year 2022.
2. An updated Scope of Work for Fiscal Year 2022 is attached.
3. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____
Amit Mutsuddy, Chair
BACWA Executive Board

June 18, 2021
Date _____

By _____
Sarah Deslauriers

Date _____

Exhibit A

Scope of Work

The Program Manager (PM) is responsible for supporting matters necessary for the Bay Area Biosolids Coalition (Coalition) to function effectively toward developing regional biosolids end-use opportunities, building support among members, and support achieving the goals of the Strategic Plan. The PM serves at the will of the Coalition Executive Committee (EC) and engages members and contractors in consultation with the EC.

The PM specifically has, but is not limited to, the following duties and responsibilities:

Task 1 – Project Management

This task includes monthly progress reports and coordination of meetings with Coalition members for review of deliverables.

Task 2 – Strategic Plan Support

The PM will support achieving Strategic Plan goals and is expected to:

- Support the drafting of sections of a biosolids white paper on its use in the Bay Area shoreline in partnership with SFEI and Ducks Unlimited.
- Support the Coalition branding and marketing efforts.
- Support Coalition efforts to advance research on the safety and value of biosolids.
- Support the Coalition in working together collaboratively with regulators to support implementation of SB 1383 and expand land application (including outreach to local farmers to identify new areas for land application).
- Advocate for national, state, and regional project funding.
- Work with agencies and private partners willing to play the role of project host.
- Support partnerships amongst member agencies to develop Coalition projects.

Task 3 - Presentation Development

The PM will develop a presentation quarterly summarizing work completed for the Coalition. These presentations will be provided for use by Coalition members to present to their respective Boards, and Carollo will be available to participate/present at the discretion of the Coalition.

Task 4 - Future Work

This task is a placeholder for future work by the PM as determined and approved by the Coalition.

Schedule

Work will commence upon notice to proceed and Task 4 will remain open through June of 2022.

Exhibit B
Fees and Billing Practices

BACWA agrees to pay the CONSULTANT on behalf of the BAB Coalition for services as follows:

Key Staff	Hourly Rate
Sarah Deslauriers - Program Manager	\$240
Lydia Holmes - Principal-In-Charge	\$306
Project Professional	\$273
Project Assistant	\$188

Other Direct Expenses – no mark-up of Other Direct Expenses is expected and includes the following (effective January 1, 2021):

- Project Equipment Communication Expense (PECE): \$13.00/direct labor hour
- Mileage at IRS Reimbursement Rate: \$0.56 per mile
- Travel and Subsistence at cost

BAY AREA CLEAN WATER AGENCIES PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT, effective August 1, 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 Carollo Engineers, Inc. ("Consultant"), a private corporation doing business at 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598 for professional services related to Project Management of the Bay Area Biosolids Coalition, a Project of Special Benefit of BACWA, 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 and the BABC Steering Committee.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities ("Subconsultants") to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants' compliance with all the terms and conditions of this agreement.
3. Consultant will exercise that degree of care in performing the Services in accordance with that prevailing among firms of comparable standing in the State of California ("Professional Standard"). Consultant will promptly correct or re-perform those Services not meeting the Professional Standard without additional compensation.
4. Consultant warrants that it is fully licensed, registered and otherwise fully authorized to perform the Services in the State of California to the extent applicable law requires such licensure, registration or authorization.
5. BACWA's review, approval, acceptance, use, or payment for all or any part of the Services hereunder will not alter the Consultant's obligations or BACWA's rights hereunder, and will not excuse or diminish Consultant's responsibility for performing all Services consistent with this Contract.

Payment for Services

6. The contract will begin August 16, 2019. BACWA will pay Consultant based on the rates in Exhibit B, up to a maximum amount payable of \$110,000.00. The term of this agreement shall not extend beyond June 30, 2020. Payment of invoices by BACWA is contingent upon sufficient funds being made available to BACWA by the BABC member agencies.
7. Consultant shall submit invoices monthly via email to Jason Dow, Central Marin Sanitation Agency at jdow@centralmarinsa.org, and Lorien Fono, BACWA Regulatory Program Manager, at lfono@bacwa.org. Invoices shall include the hours charged by each employee, a brief description of the work performed, and a description of costs for which Consultant seeks reimbursement.
8. Payments under this Contract will be due thirty (30) days after BACWA's receipt of invoices, or as soon as sufficient funds are transferred to BACWA by BABC member agencies. 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 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. 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 and Hourly Rates/Reimbursable Expenses

CONSULTANT: CAROLLO ENGINEERS, INC.

2700 Ygnacio Valley Road, Suite 300

Street Address

Walnut Creek, CA 94598

City, State, Zip Code

86-0899222

Tax Identification No

Sarah A. Deslauriers Ken Wilkins

Consultant Signature

11/11/19

Date

11/11/19

Sarah A. Deslauriers VP Ken Wilkins Sr. VP

Name, Title

Z. Abut

8-16-2019

BACWA Signature

Date

Lori Schectel, BACWA Chair

Name, Title



EXECUTIVE BOARD AUTHORIZATION REQUEST

AGENDA NO.: 8

MEETING DATE: June 18, 2021

TITLE: Request for BACWA Executive Board Approval to Execute Agreement with Stephanie Hughes ChE, PE, for BACWA/BAPPG Pesticide Regulatory and Technical Support, in an amount not to exceed \$60,000 for FY22.

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Authorize the execution of an agreement with Stephanie Hughes, ChE, PE to track pesticide regulatory activities through the US EPA Office of Pesticide Programs (EPA) and California Department of Pesticide Regulation (CDPR); provide key points for comment letters; communicate with pesticide regulatory agencies; and leverage opportunities to prevent pollution at the source through regulatory and/or policy actions, in an amount not to exceed \$60,000 for FY22.

SUMMARY

In April 2021, BACWA conducted a competitive selection process for a consultant to provide support to BACWA/BAPPG on regulatory, technical, and outreach issues related to pesticides. The BAPPG selection committee identified Stephanie Hughes, a Sole Proprietor working with Tammy Qualls and SFEI as subconsultants, as the most qualified consultant team to perform this work. Efforts supported by this contract are described in the attached Scope of Work (Exhibit A), and will include the tracking of pesticide-related regulatory activities by the EPA and CDPR and making recommendations regarding regulatory participation and other follow-up steps, including recommending key points for comment letters, reviewing draft comment letters, setting up meetings with key staff at the pesticide regulating agencies to continue educating them about downstream wastewater impacts from their actions to register and/or reregister pesticide uses, and working to change the tools and information used in the registration processes to be protective of wastewater.

The work under this contract will be carried out under the supervision of the BAPPG Steering Committee. Debbie Phan, staff at the San Francisco Bay Regional Water Quality Control Board and BAPPG Steering Committee member, will review and recommend invoices for approval.

FISCAL IMPACT

Funds in the amount of \$60,000 are available for this agreement and have been allocated for this project within the BAPPG FY22 approved budget.

ALTERNATIVES

1. Do not complete this work. This alternative is not recommended since this work was included in BAPPG's approved FY22 budget and will assist BACWA with comment letters on important

regulatory actions that can reduce wastewater pollution from pesticides and other products at the source. In addition, the staff at the San Francisco Regional Water Quality Control Board are supportive of this work by BACWA, and views this as part of the proactive approach it would to see BACWA pursuing to prevent pollution at the source. The Regional Board dedicates staff resources to participate in BACWA's monthly Pesticide Steering Committee, and to send comment letters that echo BACWA's key points.

2. Select another consultant to conduct the work. This alternative is not recommended since the selected consultant has unique expertise and knowledge in the subject area desired for supporting BACWA and BAPPG.

Attachments: FY22 Agreement with Stephanie Hughes, ChE, PE
Exhibit A: Scope of Work and Hourly Rates/Reimbursable Expenses

Approved: _____
Amit Mutsuddy, Chair,
BACWA Executive Board

Date: June 18, 2021

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

This PROFESSIONAL SERVICES CONTRACT, effective July 1, 2021, 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 Stephanie Hughes (“Consultant”) a sole-proprietorship doing business at 1445 Emory Street, San Jose, CA 95126, for professional services as described in any Exhibit A attached hereto.

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

Description and Standard of Services to be Performed

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities (“Subconsultants”) to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants’ compliance with all the terms and conditions of this agreement.
3. Tammy Qualls, PE, a sole-proprietorship, is identified as a subconsultant for this agreement.
4. The San Francisco Estuary Institute, a 501 (c)3 Non-Profit, is identified as a subconsultant for this agreement.
5. 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.
6. 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

7. BACWA will pay Consultant based on the rates in Exhibit A, up to a maximum amount payable of \$60,000 subject to the receipt of funds from the Funding Source as shown in Exhibit A. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA.
8. Consultant shall submit invoices monthly via email to Jennifer Dymont, Assistant Executive Director, at jdymont@bacwa.org with a copy to Lorien Fono, Executive Director, at lfono@bacwa.org. Invoices shall include the hours charged by each employee, a brief description of the work performed, and a description of costs for which Consultant seeks reimbursement and which are specified in Exhibit B.
9. 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.

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Indemnification

9. 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.

Assignment

10. 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

11. 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

12. This contract shall automatically terminate on June 30, 2022. 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

13. 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.
14. 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.
15. 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 {

16. 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.

17. 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.

18. 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.

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.

CONSULTANT: Stephanie Hughes, ChE PE

City, State, Zip
Code

Tax Identification No.

Consultant Signature

Date

Name,
Title

<hr/>	<hr/>
<i>BACWA Signature</i>	June 18, 2021
	<i>Date</i>
<hr/>	
Amit Mutsuddy, BACWA Executive Board	
<hr/>	
Chair	
	<i>Name,</i>
	<i>Title</i>

Scope of Work

Support for BACWA's Bay Area Pollution Prevention Committee Pesticide Support

A. Regulatory

- Master Tracking Schedule & Action Plan. Track pesticide-related regulatory activities by EPA and Department of Pesticide Regulation (DPR) that have significant potential to affect BACWA member agencies. Notify BAPPG/BACWA Pesticides Workgroup of such items as they arise. Maintain and periodically update a schedule of anticipated pesticide regulatory activities including upcoming activities on watch list pesticides (e.g., EPA Registration Review process steps, DPR registration applications). Prepare an estimated schedule of upcoming items for which regulatory engagement is recommended and distribute it to BAPPG/BACWA workgroup and key agency and NGO Partners.
- Regulatory Agency Scientific Document review (SFEI lead). As requested and to the extent funding is available, complete scientific review of science-based pesticide regulatory documents, such as wastewater ecological risk assessments and wastewater-related risk mitigation proposals (e.g., US EPA fipronil risk assessment; USEPA and DPR science-based risk mitigation proposals for fipronil in pet flea control products). Provide brief notes documenting reviews, with a focus on recommendations for watch list additions or deletions (e.g., upcoming antimicrobials USEPA Registration Review risk assessments) and/or scientific shortcomings in critical science (e.g., science that determines the document's conclusions related to pesticides in wastewater). When requested (e.g., for select, high-priority ecological risk assessments and risk management decisions such as upcoming decisions for fipronil), provide more detailed written review comments to support BACWA and Water Board timely input to pesticides regulatory agencies by comment period deadlines.
- Key Points/Draft Comment letters. Based on scientific review of regulatory documents, relevant scientific information, and the regulatory context, make recommendations regarding regulatory participation or other follow-up steps. Communicate on scientific reviews of regulatory documents with other agencies (DPR, Water Board). When so directed and as resources allow, work with other BACWA and member agency consultants to provide key points for comment letters for select, high-priority ecological risk assessments and risk management decisions.
 - Provide detailed instructions for comment letter submittals to BACWA Regulatory Coordinator.
- Outcomes Evaluations. Review pesticide regulator responses to BACWA comments to evaluate effectiveness of input and share these evaluations with BAPPG.
- Regulatory Engagement Priorities for FY21-22:
 - Pet treatments (fipronil, imidacloprid, pyrethroids). Engage DPR management with a goal of getting them to initiate work on mitigation measures for POTW discharges of pesticides. Priorities are fipronil, imidacloprid discharges from pet spot-on treatments and bifenthrin and permethrin pet shampoos.
 - Continue efforts to change EPA standard procedures that currently ignore the contribution of pet flea control products (spot-ons and collars) to wastewater.
 - Continue follow-up work to finalize new swimming pool, spa, and fountain product label language to direct owners to contact their local sanitation agency prior to discharging treated water.
 - Continue follow-up work to secure POTW notification prior to applications of root control chemicals in wastewater collection systems.

- Coordination on Pesticides & Other Pollution Prevention Regulatory Activities. Provide technical information to support BACWA's coordination with NACWA on Federal pollution prevention related to pesticides, CASQA, and Central Valley partners.

B. Science

- Obtain scientific information to support workgroup activities (recognizing that pesticides regulatory programs are science based) (SFEI lead). To the extent that funding allows, track relevant scientific literature and government reports, and attend scientific meetings (with prior approval if meeting participation >4 hours).
- Work with project team to set up system for scientific reference tracking (team). This may involve use of a low-cost shared online scientific reference manager like Zotero.
- Pesticides Watch list. Coordinate with BAPPG representatives to maintain a list of pesticides with potential to adversely affect POTW operations or POTW product quality (effluent, biosolids, recycled water). Created a tiered list identifying highest priorities pesticides for BACWA's attention (currently copper, silver, fipronil, imidacloprid, and pyrethroids). Formally update the list at least annually and distribute it to the BAPPG/BACWA Pesticides Workgroup.
- Provide recommendations for Pesticides Watch list updates (SFEI). Recommend additions or deletions for the existing tiered list of pesticides with potential to adversely affect POTW operations or POTW product quality (effluent, biosolids, and recycled water). As funding allows, and in conjunction with other work, obtain and review scientific information about pesticides, such as monitoring data, aquatic and drinking water hazard (for future potable reuse of effluents) and reference values, data on environmental fate in wastewater, and information relevant to wastewater discharge sources. Anticipated sources of such information are from scientific literature, government reports (e.g., USEPA Registration review risk assessments), scientific conferences, and professional network. Provide brief notes with recommended watch list changes throughout the year as information is obtained, to support periodic formal updates to the list. (This scope of work does not include a comprehensive review of pesticides.)

C. Communications

- Communicate with pesticides wastewater scientists (SFEI). As funds allow, maintain lines of communication with scientists working on pesticides in wastewater, most importantly DPR scientists. Provide scientific support for workgroup communications with EPA and DPR about wastewater pesticides discharges, wastewater pesticides monitoring, and improving wastewater pesticides predictive modeling. Encourage research scientists to pursue work that would provide information to improve predictive modeling, to identify pesticides sources to POTWs, and to develop science-based mitigation strategies
- Facilitate Communications with Pesticides Regulators. Maintain lines of communications with pesticides regulators at DPR and EPA (primarily EPA Region 9). Identify and arrange opportunities for BAPPG/BACWA Pesticides Workgroup members to have educational conversations with regulators, with a goal of ensuring pesticide regulators understand the POTW context. Encourage research scientists to pursue work that would provide information to improve predictive modeling, to identify pesticides sources to POTWs, and to develop mitigation strategies.
- Communicate and Collaborate with SFEI, CASQA and Central Valley Partners. Maintain lines of communication with SFEI, CASQA and Central Valley partners.
- Presentations. As requested, and to the extent funds allow, give presentations about pesticides and wastewater. These may include presentations to the BACWA Board and BAPPG or (with prior approval by BACWA's Project Managers), give presentations at scientific or wastewater-related conferences.

D. BAPPG/BACWA Support

- BAPPG/BACWA Pesticides Workgroup Support. Based on the above tasks, develop an agenda and materials for a monthly BACWA Pesticides Workgroup teleconference meeting to determine appropriate actions and to coordinate actions with NACWA and San Francisco Bay Regional Water

Board staff. Provide staff support during the meetings and an action item list after each meeting. SFEI staff to be invited as needed.

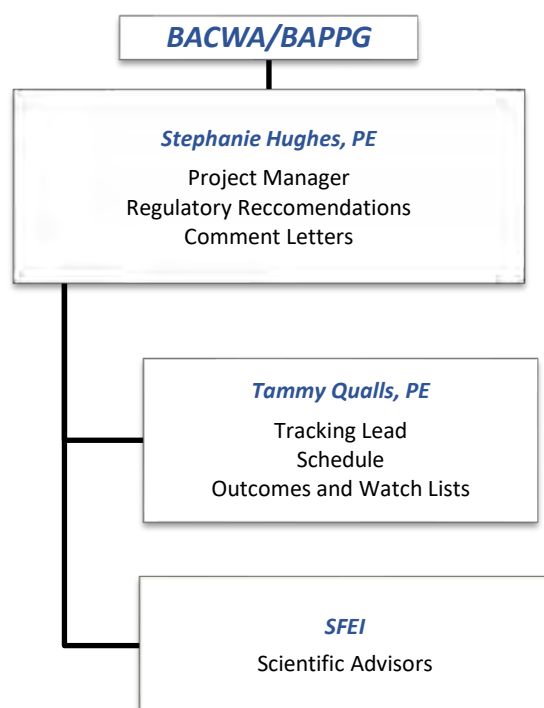
- Answer pesticide-related regulatory or scientific questions from BAPPG/BACWA Pesticides Workgroup, BAPPG members, other BAPPG consultants, and San Francisco Bay Water Board. Provide technical and pesticide regulatory advice to support development of BAPPG program(s) or materials to address pesticides, such as planned pet flea control-related outreach. Answer simple questions (<1 hour of effort). When so directed by BACWA’s contract managers, address complex questions.
- Reporting. Provide summary of actions taken for BAPPG Annual report.

Work Products (Produced by tasks above)

- Pesticide watch list
- Pesticides regulatory tracking schedules (“action plans”)
- Notes from scientific reviews
- Comment letters
- Outcomes evaluations
- Presentation slides
- Input for BAPPG Annual Report

Staff and Budget

The team and hourly rates are presented in the flowchart and table below. Staffing and per-task budgeting is anticipated to fluctuate in response to EPA and DPR activities. Total expenditures not to exceed \$60,000.



Hourly Billing Rates for Key Team Members – 2021-2022

Name	Hourly Rate
Stephanie Hughes, PE	\$199
Tammy Qualls, PE	\$165

SFEI Hourly Billing Rates– 2021-2022

Position	Maximum Hourly Billing rate July 2022-June 2023
Admin	\$142.81
Assoc Sci I&II/Assoc Tech Specialist I&II Environmental/Tech Analyst	\$117.27
Manager/Sr Scientist I	\$194.90
Program Director/Sr Scientist II	\$263.07
Project Manager	\$126.30
Scientist I/Tech Specialist I&II	\$138.31
Scientist II/Sr Tech Specialist I&II	\$196.97
Sr Environmental/Sr Tech Analyst	\$97.72

*Hourly Rates listed above represent the maximum billing rates for each position. Invoices will reflect the actual billing rates for staff working on the project during that period.

Other direct costs to be reimbursed at cost. Subconsultant direct costs will be passed through without mark-up.



BACWA EXECUTIVE BOARD ACTION REQUEST

AGENDA NO.: 9
MEETING DATE: June 18, 2021

TITLE: Review of NMS Work Products, Amendment #1 Fiscal Year 2022

☐ RECEIPT

☐ DISCUSSION

☐ RESOLUTION

☒ APPROVAL

RECOMMENDED ACTION

Approve Amendment #1 to the agreement with Michael Connor in the amount of \$50,000 to provide Review of NMS Work Products in FY22.

SUMMARY

The Nutrient Management Strategy (NMS) is the structure directing scientific studies that will inform nutrient policy decisions in the San Francisco Bay. Although BACWA has several volunteers who are engaged in monitoring the technical work being undertaken by the NMS science team, all of the BACWA volunteers have their regular workload at their agency or city and lack the time to immerse themselves in thoroughly reviewing all of the technical documents that have been produced or are in production. In November 2020, BACWA conducted a competitive solicitation for review of NMS Work Products, and selected Dr. Michael Connor as the consultant most qualified to provide the requested services. Dr. Christine Werme assists this effort as a subconsultant. Dr. Connor and Dr. Werme have been working on estuarine nutrient issues since 1975, and have extensive experience on nutrient science and a deep familiarity with stakeholders in the San Francisco Bay and the context of the NMS.

The independent review helps inform the BACWA membership on key aspects of the scientific reports as they relate to a public utility, pointing out areas of study or conclusions that have the potential to impact future management or policy decisions and assessing the scientific underpinnings of those conclusions and recommendations.

FISCAL IMPACT

Funds for the agreement were approved in the BACWA FY22 Budget.

ALTERNATIVES

1. Do not fund the position: This alternative is not recommended since the BACWA Board has identified the need for this support, and this consultant was selected through a competitive process and was satisfied by the consultant's support in Fiscal Year 2021.

Attachments: Michael Connor FY22 Contract Amendment #1

Approved:

Date:

Amit Mutsuddy, Chair
BACWA

AMENDMENT NO. 1
TO AGREEMENT BETWEEN
BAY AREA CLEAN WATER AGENCIES and
Michael Connor
FOR
Review of NMS Work Products

This Amendment No. 1 is made this 18th day of June 2021, in the City of Oakland and County of Alameda, State of California, to that certain agreement of January 15, 2021, by and between Michael and Bay Area Clean Water Agencies, (BACWA) (the "Agreement") in consideration of the covenants hereinafter set forth.

1. BACWA and TDC Environmental, LLC agree to a new contract amount of \$50,000.00 for Review of Nutrient Management Strategy Work Products for Fiscal Year 2022.
2. Except as herein expressly modified, the Agreement will remain in full force and effect.

BAY AREA CLEAN WATER AGENCIES

By _____
Amit Mutsuddy, Chair
BACWA Executive Board

Date _____

By _____
Michael Connor
TDC Environmental

Date _____

BAY AREA CLEAN WATER AGENCIES PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT, effective January 15, 2021, 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 Michael Connor (“Consultant”) a sole-proprietorship doing business at 177 19th St, Apt 11A, Oakland, CA 94612, for professional services as described in any Exhibit A attached hereto.

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

Description and Standard of Services to be Performed

1. Consultant will perform the Services as described by and in accordance with Exhibit A in a manner acceptable to BACWA.
2. Consultant shall not contract with or otherwise use any subconsultants, subcontractors or other non-employee persons or entities (“Subconsultants”) to perform the Services without the prior written approval of BACWA. If Consultant and BACWA agree that Subconsultants shall be used, Consultant shall ensure Subconsultants’ compliance with all the terms and conditions of this agreement.
3. Christine Werme, a sole-proprietorship, is identified as a subconsultant for this agreement.
4. 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.
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 rates in Exhibit B, up to a maximum amount payable of \$50,000 subject to the receipt of funds from the Funding Source as shown in Exhibit A. Consultant will not exceed the maximum amount payable without obtaining prior written approval from BACWA.
7. Consultant shall submit invoices monthly via email to Jennifer Dymant, Assistant Executive Director, at jdymant@bacwa.org with a copy to Lorien Fono, Executive Director, at lfono@bacwa.org. Invoices shall include the hours charged by each employee, a brief description of the work performed, and a description of costs for which Consultant seeks reimbursement and which are specified in Exhibit B.
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.

Indemnification

9. 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.

Assignment

10. 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

11. 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

12. This contract shall automatically terminate on June 30, 2021. Either party may also terminate this Contract in whole or in part at any time for its convenience. For a termination for convenience, the termination will be effective thirty (30) days following receipt of a written notice of termination by one party from the other. BACWA may terminate this Contract in whole or in part for cause, in which event the termination will be effective ten (10) days after Consultant's receipt of BACWA's written notice and Consultant's failure during that period to cure the default.

Dispute Resolution

13. 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.
14. 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.
15. 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.

16. 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

17. 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

18. 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 – Hourly Rates/Reimbursable Expenses

CONSULTANT: _____ Michael Connor _____

_____ 177 19th St, Apt 11A _____

_____ City, State, Zip Code _____

_____ Oakland CA. 94612 _____

_____ Tax Identification No. _____

_____ Consultant Signature _____

_____ Date _____

_____ Name, Title _____

_____ BACWA Signature _____

_____ January 15, 2021 _____

_____ Date _____

_____ Amit Mutsuddy, BACWA Executive Board Chair _____

_____ Name, Title _____



EXECUTIVE DIRECTOR AUTHORIZATION REQUEST

AGENDA NO.: 10

DATE: June 18, 2021

TITLE: Executive Director Authorization for FY22 Contract with Quality Assurance Solutions LLC for TNI Training.

RECOMMENDED ACTION

BACWA Executive Director authorization for \$4,680.00 FY22 Contract with Quality Assurance Solutions LLC to provide monthly TNI training to BACWA Laboratory Committee.

SUMMARY

In May 2020, the State Water Board adopted new comprehensive regulations for the Environmental Laboratory Accreditation Program, which became effective on January 1, 2021 and with compliance required beginning January 1, 2024. The new ELAP regulations replace the previous state-specific accreditation standards with a national laboratory standard established by The NELAC Institute (TNI). Adoption of TNI standards poses a challenge since there are more than 1,000 individual requirements. BACWA's laboratory committee is committed to supporting its members by providing trainings and sharing information on the TNI transition.

Laboratory Committee leadership solicited Quality Assurance Solutions, a leading quality assurance consultant in California, to offer monthly webinar training via webinar members on implementation of TNI. Trainings will be up to 3 hours per month and shall provide the participants step by step guidance on understanding and implementing requirements for the TNI 2016 Standard, Rev 2.1.

FISCAL IMPACT

The not-to-exceed \$4,680.00 contract would be funded through the Lab Committee (\$1,000) and Miscellaneous Committee Support (\$3,680) line items in BACWA's approved FY22 Budget.

ALTERNATIVES

Do not authorize contract. This alternative is not recommended, since the BACWA Laboratory Committee leadership has recommended these trainings as an important service to support our members during this transition.

Attachment: Quality Assurance Solutions Contract.

Approved:

Date:

June 1, 2021

Lorien Fono
Executive Director, BACWA

☒ **Quality Assurance Solutions, LLC**

Quality Systems Consulting for Environmental Testing
A Registered SBE, WMBE, SDBE, and SWBE Firm

QUOTATION





TO	Lorien Fono Bay Area Clean Water Agencies LFono@BACWA.org	COPIES TO:	
FROM	Ms. Diane Lawver <input checked="" type="checkbox"/> Quality Assurance Solutions, LLC 371 Lakeport Blvd, PMB 387 Lakeport, CA 95453 Cell: 408-772-0077 Landline: 707-275-2039 DLawver@QASolutions-LLC.com	x	File
DATE	May 11, 2021 – Revision 1	<input type="checkbox"/>	Total Pages: 3
SUBJECT	Quote: Task #1 – Monthly Training Support for the TNI 2016 Standard, Rev 2.1	<input type="checkbox"/>	

Dear Lorien Fono:

☒ Quality Assurance Solutions, LLC (Consultant) is pleased to present this quotation for TNI 2016 Standard, Rev 2.1 monthly training support to the BACWA Laboratory Committee. BACWA (Client) has requested training support from a subject matter expert in the TNI 2016 Standard, Rev 2.1 and its implementation by its members who are environmental testing laboratories. The services to be provided are in support of BACWA's objectives for continuous improvement of its member laboratories and training programs. Due to the complexity of the TNI 2016 Standard, monthly training facilitated by BACWA for its laboratory committee members has been identified as a critical need.

Task #1 - 2021/2022 – Monthly Training Support for the TNI 2016 Standard, Rev 2.1

☒ Quality Assurance Solutions, LLC (Consultant) will offer monthly webinar training via Zoom (or equivalent links provided by BACWA) for training its Laboratory committee members on implementation of the TNI 2016 Standard, Rev. 2.1:

-  The training shall be offered monthly for up to three (3) hours by the Consultant. The Consultant will project a power point presentation, as well as, supporting documents to guide the training.
-  This quotation will also include up to 3 hours per month for presentation preparations, follow up on questions, or for gathering useful tools by the Consultant.
-  Attendees are responsible for holding valid copies of copyrighted material that will be discussed during training. To support training, a working, annotated copy of the TNI 2016 Standard, Rev 2.1 shall be distributed electronically to attendees. BACWA will require attendees to affirm they hold valid copies of the TNI 2016 Standard, Rev 2.1 to allow use.
-  The training will also reference “no cost” material provided by CA ELAP to certified laboratories developed under contract with A2LA Workplace, the Quality Assurance Manual Template, Rev 3.1 sold by TNI, referrals to webinars sold by TNI or the Consultant, and the TNI Assessor's Checklist based on the TNI 2016 Standard, Rev 2.1. If members want to use those tools, they shall hold valid copies, where applicable.

- ✚ The Consultant's support shall be to provide the participants step by step guidance on understanding and implementing requirements for the TNI 2016 Standard, Rev 2.1. The training program shall follow the Table of Contents for the Standard (V1M1, V1M2 Clauses 4.1-4.16; 5.1-5.10; V1M4, V1M5, and V1M7). Where applicable, stricter requirements by CA ELAP will be presented.
- ✚ It is estimated that approximately two (2) Clauses will be presented per month, however, the pace of the training will be adjusted to the needs of the trainees and the complexity of the material.
- ✚ The support will include practical tips that participants can use to adapt for alignment with the Standard's requirements. Time is planned for a Q&A session from prior trainings.
- ✚ The monthly dates are to be determined but roughly planned for the third week of every month starting after July 1, 2021. Holidays may affect this schedule.
- ✚ The webinar shall not be recorded. The training material shall not be distributed outside of the BACWA organization.

Cost Estimates

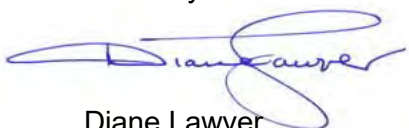
- ✚ The hourly rate for this support is \$65.00/hour.
- ✚ The total cost estimated for this project shall not exceed **\$4,680.00** (Up to \$390.00/month for 12 months).

Registrations:

- ✚ ☒ Quality Assurance Solutions, LLC is registered as a Women/Minority Business Enterprise (WMBE) through the Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission (Commission General Order 156, Certificate #VON 9KS00004).
- ✚ ☒ Quality Assurance Solutions, LLC is a registered Small Business Enterprise (SBE) as of November 2006 (REF# 0043800/SB APP 20071120093403). The SBE registration meets eligibility standards as defined by the U.S. Department of Transportation, CFR 49, Part 26, as amended.
- ✚ ☒ Quality Assurance Solutions, LLC is registered in California as a State Minority-Owned Business Enterprise (SMBE) and Woman-Owned Business Enterprise (SWBE). The SMBE and SWBE registration meets eligibility standards as defined by CFR, Title 49, Part 23 (#36540).

If this quotation is acceptable, you may sign the acceptance below and send it to ☒ Quality Assurance Solutions, LLC as a letter contract for the scope and proposed fees. You can e-mail the executed agreement to DLawver@QASolutions-LLC.com. You will receive the final executed copy for you records within the same business day. The pricing, terms, and conditions are valid until June 30, 2022.

Respectfully Submitted,
☒ Quality Assurance Solutions, LLC



Diane Lawver
 President/Owner

Terms and Conditions
Effective July 1, 2021 to June 30, 2022

☒ **Quality Assurance Solutions, LLC** shall perform the services outlined in this agreement for the stated fee in the attached quotation.

1. Fee:

The total fee, except stated lump sum, shall be understood to be an estimate, based upon a Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those on the schedule of charges.

2. Schedule of Charges (See attached Services)

Any required services not specified in the attached, shall require a new quotation.

3. Expenses

Should travel be required, it will be billed at the current government rate for mileage or actual incurred expenses. Receipts will be submitted with the final billing upon request.

4. Billings Payments

Invoices will be submitted monthly for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and ☒Quality Assurance Solutions, LLC may, without waiving any claim or right against Client and without liability whatsoever to the Client, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an uncontested account remains unpaid 90 days after billing, the Client shall pay the cost of collection, including reasonable attorneys' fees.

5. Indemnification

The Client shall indemnify and hold harmless ☒Quality Assurance Solutions, LLC against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except ☒QA Solutions, LLC) or anyone for whose acts any of them may be liable. The Consultant shall not incur liability of any kind for the Client sharing work product or information gleaned from projects contracted with ☒Quality Assurance Solutions, LLC.

6. Access to Site

Unless otherwise stated, ☒Quality Assurance Solutions, LLC will have access to the site for activities necessary for the performance of the services. ☒Quality Assurance Solutions, LLC will take precautions to perform work in accordance with client EH&S requirements.

7. Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and ☒Quality Assurance Solutions, LLC, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, ☒Quality Assurance Solutions, LLC's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, shall not exceed the total amount of ☒Quality Assurance Solutions, LLC's fee or other amount agreed upon when added under Special Conditions.

8. Termination of Services

This agreement may be terminated at-will upon 10 days written notice by either party. In the event of termination by either party, the Client shall pay ☒Quality Assurance Solutions, LLC for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

9. Applicable Law

Unless otherwise specified, agreement shall be governed by the laws of the principal place of business of ☒Quality Assurance Solutions, LLC

10. Confidentiality

In addition, all information disclosed or otherwise gleaned from the business relationship between ☒Quality Assurance Solutions, LLC and its clients shall be protected as proprietary information and not disclosed to outside parties. The Client shall not share training material outside of its organization without written approval by the Consultant.

Charges and Conditions/Quotation Accepted by:

Approved _____ Date: _____

Ms. Diane Lawver _____ Date: _____



OFFICE OF THE GOVERNOR

June 2, 2021

VIA EMAIL

Graham Knaus, Executive Director
CA State Assoc. of Counties
gknaus@counties.org

Jean Kinney Hurst, Legislative Advocate
Urban Counties of CA
jhurst@counties.org

Carolyn Coleman, Executive Director
League of CA Cities
ccoleman@cacities.org

Laura Preston, Legislative Advocate
Assoc. of CA School Administrators
lpreston@acsa.org

Staci Heaton, Acting Vice President of
Government Affairs
Rural County Representatives of CA
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Amber King, Vice President, Advocacy
and Membership
Assoc. of CA Healthcare Districts
amber.king@achd.org

Pamela Miller, Executive Director
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Commissions
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Danielle Blacet-Hyden, Deputy Executive
Director
CA Municipal Utilities Assoc.
dblacet@cmua.org

Niel McCormick, Chief Executive Officer
CA Special Districts Assoc.
neilm@cstda.net

Kristopher M. Anderson, Esq., Legislative
Advocate
Assoc. of CA Water Agencies
krisa@acwa.com

RE: Transition Period Prior to Repeal of COVID-related Executive Orders

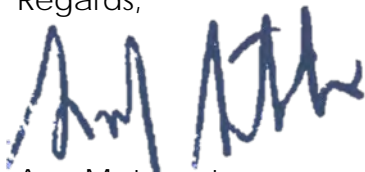
Dear Mr. Knaus, Ms. Miller, Ms. Hurst, Ms. Preston, Ms. Heaton, Ms. King, Ms. Coleman, Ms. Blacet-Hyden, Mr. McCormick, Mr. Anderson, and colleagues,

Thank you for your correspondence of May 18, 2021, inquiring what impact the anticipated June 15 termination of the Blueprint for a Safer Economy will have on Executive Order N-29-20, which provided flexibility to state and local agencies and boards to conduct their business through virtual public meetings during the COVID-19 pandemic.

Please be assured that this Executive Order Provision will not terminate on June 15 when the Blueprint is scheduled to terminate. While the Governor intends to terminate COVID-19 executive orders at the earliest possible date at which conditions warrant, consistent with the Emergency Services Act, the Governor recognizes the importance of an orderly return to the ordinary conduct of public meetings of state and local agencies and boards. To this end, the Governor's office will work to provide notice to affected stakeholders in advance of rescission of this provision to provide state and local agencies and boards time necessary to meet statutory and logistical requirements. Until a further order issues, all entities may continue to rely on N-29-20.

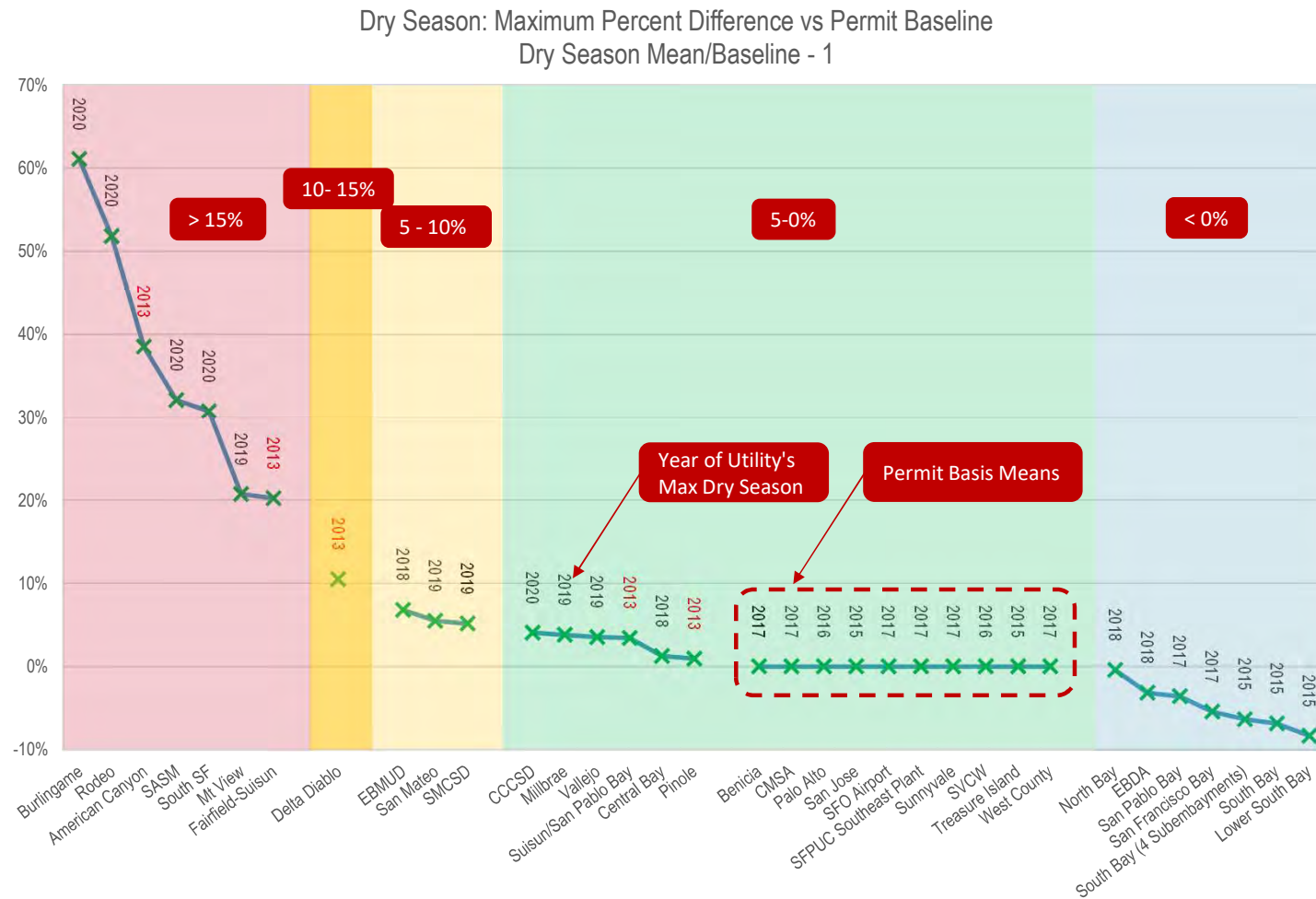
We appreciate your partnership throughout the pandemic.

Regards,

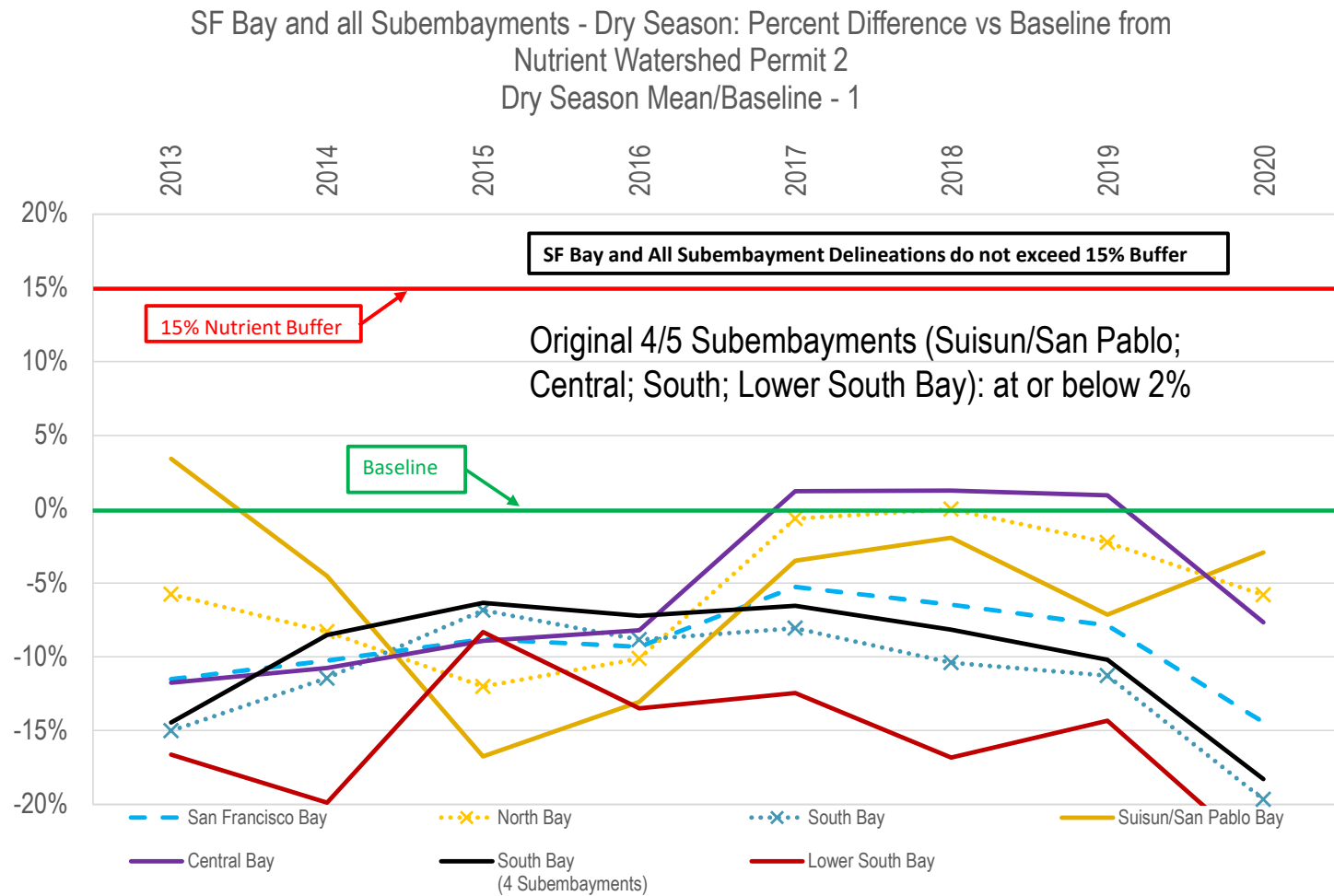
A handwritten signature in blue ink, appearing to read 'Ana Matosantos', written over the printed name.

Ana Matosantos
Cabinet Secretary

Utilities and Bays Performance – Percent Difference vs Baseline



Performance: Bay-Wide and Sub Embayment



Approaches to Quantifying Uncertainty in Coastal Eutrophication Numerical Modeling

April 15-May 28, 2021

Workshop Executive Synthesis

Martha Sutula, Minna Ho and Faycal Kessouri

Southern California Coastal Water Research Project Authority

David Senn, Allie King, Farid Karimpour

SFEI

Ami Latker

City of San Diego

Lorien Fono

BACWA

Phil Markle

LA County Sanitation District

June 1, 2021

[EXECUTIVE SYNTHESIS]

Overview

Climate change and local anthropogenic inputs have been linked to heightened eutrophication in coastal ecosystems, including increased productivity, harmful algal blooms (HABs), coastal acidification and deoxygenation (CAD). In California, two separate efforts are independently using coastal coupled physical and biogeochemical numerical models to quantify the effect of land-based nutrients on eutrophication in the San Francisco Bay (San Francisco Nutrient Management Strategy, SFB NMS) and the Southern California Bight and San Francisco and Monterey Coast (Ocean Protection Council (OPC) CAD Modeling). The outcomes of these two modelling efforts could drive important management decisions on nutrient management, to the tune of billions of dollars. An inherent part of all modeling exercises is degree of uncertainty in the modeled predictions and in the data used to develop them. For managers and policy makers to confidently use the model results, the uncertainty should ideally be smaller than the predicted change attributable to anthropogenic nutrients. Managers are seeking additional information on approaches to conduct uncertainty analyses and how to effectively incorporate that knowledge into how models are used to support management conversations.

Goal, Structure, and Charge of the Workshop

The goal of the webinar series and workshop was to educate managers on the basic approaches of uncertainty analyses that can be used in coastal numerical modeling and discuss how this might be made relevant for California's coastal eutrophication modeling programs. A four-part webinar series and half-day virtual workshop involving local, state, and federal managers and leading academic researchers was held over April – May 2021, with the workshop concluding on May 28, 2021. The half-day virtual workshop featured 11 expert panelists and 15 invited participants who were tasked to discuss three themes:

1. Refine a set of uncertainty analyses “guiding principles” that were drafted from content shared during the four webinars.
2. Provide recommendations on investments that would enhance the ability of these coastal modeling programs to quantify uncertainty, given the stage at which they are currently in supporting management decisions.
3. Since these coastal modeling programs infer biological effects from predicted seawater chemistry, provide recommendations on ways to consider uncertainty in inferring biological effects more directly.

What is Uncertainty? How is it Assessed?

Model uncertainty can come from a variety of different sources including unknown mathematical formulations or unknown parameters in those formulations, inexact numerical approximations of relationships, and unknown external forcing (from land, atmosphere, or ocean boundaries). Because data are typically used to quantify uncertainty in models, it is important to recognize that issues with data precision/accuracy as well as a lack of data can also introduce uncertainty. Multiple approaches to quantifying uncertainty in coastal numerical modeling exist, including model skill assessment, sensitivity analyses, data assimilation for parameter estimation, and multiple model comparisons, or combinations of these approaches.

Significant Workshop Guidance and Recommendations

- 1) Technical requirements, advantages and disadvantages of the different uncertainty analyses exist (Appendix 2). So, decisions whether or how to apply these approaches are specific to the coastal modeling program, the maturity of its foundational science, and its resources. Investments are not just needed in the specific uncertainty analyses themselves but should be made more broadly considering nine core areas that represent key components of a coastal modeling science program, in order to improve management confidence in using models to make decisions.
 1. **Invest in and maintain an open dialogue** among modelers/scientific community, environmental decision-makers, and stakeholders to identify the management endpoints of concern, what decisions are being made and the potential consequences of those decisions, and what scientific information is needed to make those decisions.
 2. **Invest in and maintain long-term monitoring** to ensure that you are collecting observations at appropriate space and time scales relevant to how the biological effects are being interpreted. Ensure that this monitoring captures inputs/exchanges from the land, atmospheric and ocean, as well as receiving water “state” and the rates of transformation of key constituents. Observations should pair chemistry with metrics of biological effects.
 3. **Make transparent the rationale for model selection and parameterization.** Documentation should describe how the basic formulation accurately captures key processes and variables that are relevant to management questions. Sensitivity analyses and/or other rationale for parameterization should be documented. Model should only be sufficiently complex to answer the questions we are asking; only add extra complexity if you understand it and have the data to back that up.
 4. **Managers should provide guidance on the interpretation framework**, which is the methodology for how the predicted algal density and seawater chemistry (e.g., oxygen, pH, etc.) will be interpreted to inferred impacts on management endpoints (e.g., protection of designated uses, living resources), including clear rules for how model output is aggregated over time and space.
 5. **Assess the skill of the model** by comparing observations against model predictions, with a focus on spatial and temporal scales relevant to the management decision endpoints and their interpretation framework. Make a commitment to re-evaluate model skill on an ongoing basis and communicate these findings to managers.
 6. **Utilize observations, experiments, and model simulations/scenarios** to synthesize and update a conceptual model of coastal eutrophication drivers, including nutrient loading and other coastal phenomena, that influence management endpoints of concern.
 7. **Make model output, skill assessment metrics, and model code should be freely available** to the scientific community in order to facilitate use by multiple groups. Some uncertainty analyses, such as sensitivity analyses and model comparisons,

can be achieved through third-party funding of independent researchers and can greatly contribute to the estimation of uncertainty. Where possible and where models have the appropriate approach and formulation, encourage third-party comparisons of multiple models.

8. **Develop ways to communicate uncertainty in scientific findings**, in ways that are clear and understandable to managers.
 9. **Provide sustained funding for modeling program over the long-term.** The level of complexity of the modeling system chosen should match the resources that are needed and available to support it, understanding that a solid science program that supports uncertainty analyses must accommodate restarts and reiterations, modeling maintenance, and simulations to support community science. Sustained funding will provide resources to improve models over time, while actively used by managers.
- 2) The SFB NMS and the OPC CAD modeling programs are relatively young, their trajectory towards supporting management decisions on coastal eutrophication and climate change adaptation. Given that, panelists were in consensus that emphasis should be placed on investing in monitoring at the right spatial and temporal scales. This monitoring should link physics, chemistry, and biology, as well as process or “special” studies that are intended to support model parameterization or enhanced “linkage analyses,” in order to build confidence in the model. Investments in uncertainty communication should be paired with ongoing, transparent, model skill assessment, to further build trust within the community. Investments in model analyses including sensitivity analyses and scenarios that support causal analyses are important at this phase. Finally, consider developing a complimentary framework of integrated “meta-models” to explore uncertainty (i.e., simple box models or using the biogeochemistry model in 0-D mode) to allow cheap testing of hypotheses under certain circumstances.
 - 3) The exercise in constraining uncertainty on interpretation of biological effects must begin with clarity about what is being impacted—so using more specific metrics instead of generic “biological” effects is an important first step. Once you have clarity in the metric, there is a relatively straightforward path to quantify its uncertainty. Ultimately, since both coastal modeling programs are early in the process, it is highly likely that the endpoint(s) of interest and specific metrics can change over time, so assessment of uncertainty must adapt to these changing endpoints.

Workshop Key Products

The outcome of this workshop is an educated community that can engage in stakeholder discussions within the SFBNMS and the OPC OAH Modeling stakeholder groups on model uncertainty with specific recommendations on what uncertainty analyses and other investments are warranted.

Appendix 1

Uncertainty in Numerical Model Applications to Investigate Coastal Eutrophication: Workshop Description & Draft Agenda

Targeted Dates: Webinar Series April 15- May 5, 2021

Virtual Workshop: ½ day in May 28, 2021

Workshop Format: Virtual

Workshop Organizers: Southern California Coastal Water Research Project (Faycal Kessouri, Minna Ho, Martha Sutula), San Francisco Estuary Institute (Allie King, Farid Karimpour, David Senn), LA County Sanitation District (Phil Markle), City of San Diego (Ami Latker), Lorient Fono (Bay Area Clean Water Agencies)

Contact for Logistics: uncertaintyinfo@sccwrp.org

Background and Need for Workshop

Climate change and local anthropogenic inputs have been linked to heightened eutrophication in coastal ecosystems, including increased productivity, harmful algal blooms (HABs), coastal acidification and deoxygenation (CAD). In California, two separate efforts are independently using coastal coupled physical and biogeochemical numerical models to quantify the effect of land-based nutrients on eutrophication in the San Francisco Bay (San Francisco Nutrient Management Strategy) and the Southern California Bight and San Francisco and Monterey Coast (Ocean Protection Council CAD Modeling). The outcomes of these two modelling efforts could drive important management decisions on nutrient management, to the tune of billions of dollars. An inherent part of all modeling exercises is degree of uncertainty in the modeled predictions. For managers and policy makers to confidently use the model results, the uncertainty should ideally be smaller than the predicted change attributable to anthropogenic nutrients.

One component of assessing uncertainty is to conduct model performance assessments. In the case of the OPC-funded Coastal AD modeling, which is most advanced for the Southern California Bight, ocean observations of physics and biogeochemistry were compared against predictions from the ocean numerical model (regional ocean modeling system with biogeochemical elemental cycling (ROMS-BEC). However, managers are seeking additional information on other approaches to extend model validation to include uncertainty analyses and how to effectively incorporate that knowledge in how models are used to support management conversations.

Workshop Goals, Format and Anticipated Products

The goals of this workshop are to:

- 1) Educate managers on basic approaches to estimating uncertainty in environmental numerical model applications used to investigate coastal eutrophication, including their technical requirements and inherent advantages/disadvantages.

- 2) Discuss the relevance of these approaches for ongoing investigations of effects of anthropogenic nutrient and carbon on productivity, harmful algal blooms, deoxygenation and acidification in the San Francisco Bay estuary and the southern California Current System.

The format of this workshop begins with four webinars by coastal numerical modeling experts who lay the groundwork on approaches to quantifying uncertainty and who are not currently involved in the aforementioned California coastal applications.

After these webinars, a set of managers that represent the target audience will regroup and, aided by workshop organizers, develop a set of themes and key questions that should be addressed during a ½ day interactive workshop, featuring an expert discussion and interaction with an audience.

Who Should Attend:

- We recruited a set of technical staff and managers that represent coastal dischargers, EPA and Water Board, and natural resource agencies, as well as community science advisors, to serve as *invited participants* of the webinar and workshop series.
- Participation in both the webinar and workshop is open, which we would expect a larger subset of the intended audience above, as well as the interested public. This public participation mode is “listen-only.” Participants can submit questions and comments through a chat feature on the webinar and workshops.

PART 1: Webinar Series

Objective: To provide a foundation of education on uncertainty approaches, their inherent advantages and disadvantages, and specific examples of how it has informed science and management applications.

- **April 15, 2021** Marjorie Friedrichs, VIMS, [Link to slides and recording](#)
- **April 21, 2021** Chris Edwards, UCSC, [Link to slides and recording](#)
- **April 28, 2021** Samantha Siedlecki, University of Connecticut, [Link to recording](#)
- **May 5, 2021**, John Dunne, NOAA GPD, [Link to slides and recording](#)

PART 2: Workshop – May 28, 2021, 8:30-noon

Workshop Goals: To provide a venue to discuss the uncertainty examples and concepts and draw out the advantages and disadvantages of their utility for nutrient management conversations in the Southern California Current coastal ecosystems (San Francisco Bay, San Francisco and Monterey Coast, Southern California Bight).

Draft Workshop Agenda

8:30 am Welcome and Introductions, Virtual Meeting Protocols, Workshop Goals, Review of Agenda, and Introductory Remarks – Stephen Weisberg, SCCWRP (facilitator)

Why Do We Care About Uncertainty Analyses? Perspectives from Clean Water Agencies- Michael Connor

8:50 am Theme #1: Basic Principles of How Uncertainty Analyses Can Increase Managerial Confidence

- Key takeaways from uncertainty webinars (Martha Sutula, SCCWRP)

Charge Questions: Did we get the menu right? Refine these basic principles.

- **What would you add or contextualize in our presentation of basic principles?**
- **Have all approaches been considered?**

Panelists' remarks

Facilitated discussion (All invited participants)

9:50 Theme #2: Approaches to Characterize Uncertainty: California's "Use Case"

- How do uncertainty analyses need to evolve with the type of management decision? Brief status of California coastal modeling approaches and associated uncertainty analyses (David Senn, SFEI)

Charge Question: California's coastal modeling programs (San Francisco Bay, southern California Current System OAH Modeling) are early in their use by managers to support decisions on management of eutrophication. What are the best investments for California to reduce uncertainty?

- **If we have \$1 million to invest, what percent would you invest in data, in which modeling simulations and uncertainty analyses, versus in other activities?**
 - Panelists' remarks
 - Facilitated Discussion (All Invited participants)

10:50 Break

11:00 Theme # 3: Reducing uncertainty in predicting biological effects

- How is California approaching interpreting biological effects? (Martha Sutula, SCCWRP)

Charge question: What can we do to increase management confidence in our ability to extrapolate to biological effects?

- Panelists' remarks
- Facilitated Discussion (All Invited participants)

11:50 Wrap Up, Reflections and Next Steps (Steve Weisberg, SCCWRP)

12:00 Adjourn

List of Workshop Participants

<u>Panelists</u>
James McWilliams, UCLA
Daniele Bianchi, UCLA
Kenny Rose, Univ. Md
Chris Edwards, UCSC
Samantha Siedlecki, UConn
Marjorie Fredrich, VIMS
John Dunne, NOAA
Michael Connor, Retired
Jon Bishop, State Water Board
Tom Mumley, San Francisco Water Board
Mark Gold, OPC
<u>Invited Participants</u>
Stephanie Jaeger, City of San Diego
Ami Latker, City of San Diego
Jeff Armstrong, OCSD
Shelly Walther, LACSD
Phil Markle, LACSD
Amber Baylor, SOCWA
Eric Dunlavey, City of San Jose
Tom Hall, EOA
Ian Wren, Baykeeper
Joe Dillon, NOAA
Mary Cousins, BACWA
Mary Lou Esparza, Central Sanitation District
Terry Fleming, EPA Region 9

Clarissa Anderson, IOOS (Community Science Advisor)
Andrew Leising, SWFSC (Community Science Advisor)
<u>Workshop Organizers</u>
Faycal Kessouri, SCCWRP
Minna Ho, SCCWRP
Farid Karimpour, SFEI
Allie King, SFEI
Ami Latker, City of San Diego
Phil Markle, LA County Sanitation District
Lorien Fono, BACWA
Dave Senn, SFEI
Martha Sutula, SCCWRP
Stephen Weisberg, SCCWRP (Facilitator)

Appendix 2. Advantages and Disadvantages of Different Uncertainty Approaches

Approaches	Pros	Disadvantages
Skill Assessment	<ul style="list-style-type: none"> • Useful for gauging skill of model • Bare minimum to publish • Very simple • Provides some confidence in model results 	<ul style="list-style-type: none"> • Can only provide information and times/sites when data are available • Generally, only useful when skill comparisons are done • Does not really help address the most relevant management questions
Multiple models	<ul style="list-style-type: none"> • Can identify errors/inconsistencies between models • Can elucidate whether model biases are random errors • Can provide increased confidence (estimates of uncertainty) to managers and researchers 	<ul style="list-style-type: none"> • Requires multiple models (preferably independent) • Does not help address most relevant (scenario based) management questions • Are we simply comparing “time spent tuning”?
Sensitivity experiment	<ul style="list-style-type: none"> • Can identify where structural/parameter/forcing uncertainties are critical, and where they are irrelevant • Results are easily communicable • Can provide increased confidence (estimates of uncertainty) to managers and researchers 	<ul style="list-style-type: none"> • Does not necessarily <i>quantify</i> uncertainties
Data Assimilation	<ul style="list-style-type: none"> • Can adjust model to reflect day-by-day physical and biogeochemical phenomena • Level of adjustment of variables varies based on confidence in variables 	<ul style="list-style-type: none"> • Measures of nutrients are not common, so difficult to make adjustments • Usually relies on statistically derived fields for less observed variables • Process studies and scenarios are more suitable for hindcasts
Sensitivity experiments with multiple models and skill assessment	<ul style="list-style-type: none"> • Can answer management relevant questions • Results are relatively straightforward to communicable • Can provide increased confidence (estimates of uncertainty) to managers and researchers 	<ul style="list-style-type: none"> • Still requires multiple forcings/models • Time consuming

Planning Subcommittee Meeting No. 57

May 18, 2021

1:00 pm – 4:00 pm

Teleconference

Chair: Dave Senn

Meeting Notes

Attendees: Tom Mumley, Kevin Lundy, Derek Roberts, Dave Senn, Eric Dunlavey, Lisa Hunt, Ian Wren, Robert Schlipf, Richard Looker, Lorien Fono, Allie King, Ariella Chelsky.

1. *Agenda Review and Modifications (All) 5 min*

None

2. *Permit 2 through Permit 3 science priorities*

- Dave gave an overview of the management questions to be addressed by the science program, then showed where funding has been allocated on a relative basis in the different areas and types of assessments. At the NTW, the question was asked about what areas should be funded by the end of the current watershed permit. Today's discussion will focus on decisions and science priorities.
- Lisa walked through the process to scale back the budget to align with the anticipated funding level. Budgets will be further refined by the end of May. Much of the work ongoing for other parts of the program will be used to support future scenarios, so that area appears to be less funded than will be the case in actuality. The biogeochemical field sampling in LSB will be wrapped up in FY22 and needs a higher level of funding than anticipated. Today's exercise will focus on prioritization, not precise budget numbers.
- Dave summarized the decisions and science priorities framework. A lot of the focus thus far has been on DO in LSB. Hypothetical decisions range from "do nothing" to load caps, to a planned long term load decrease, to quick and significant load reductions. Tom clarified that a TMDL could be established in the future, and we need to determine what that level is compared to current loads. Dave showed an alternative decision-making framework with different load cap and science scenarios. Tom clarified that the science program will continue after load caps are adopted, and that the Water Board will need to produce a standards action. The assessment framework will help us to develop decision-making indicators in the long term. Dave spoke about the level of science needed to support different future decision scenarios. Richard called out the need for explicitly populate the scientific decision points with more information. One question mark in permit 3 is the North Bay, and how the dischargers in that subregion should be managed.
- Tom reiterated that the current permit will be extended to incorporate studies that will be conducted in the next 3 years.

3. *RY2022 Program Plan PS Feedback on prioritizations*

- For context, Lisa covered general feedback from NTW, which included a recommendation to collaborate with work in the Delta. On the mechanistic field studies, the recommendation was to address how South Bay salt pond management and other management action would affect conditions, and whether sediment work is necessary this year. For modeling, future scenarios evaluation should be considered a priority to assist POTWs in planning. There is a need to have an understanding of what can be expected in terms of future impacts of load reductions, and how to incorporate uncertainty analysis into decision making.
- Lisa walked through specific project funding levels. As a North Bay biogeochemical field study was recommended to be removed, Tom asked whether we are able to discontinue studies on the North Bay (other than ongoing monitoring), and what would be the consequences of that action. We do need to continue work to ensure the integrity of the model, so there was some interest in investigating some future work in that direction. With respect to the study on quantifying microzooplankton, Kevin pointed out that similar molecular taxonomy work has been running into trouble at other research programs, such as SCCWRP, and supports dropping it. The perimeter study was dropped since it is not anticipated that significantly more information can be gained from it. Note that shoal water quality monitoring is retained (albeit at a lower funding level). Perhaps the perimeter data can be analyzed as part of another study, such as the Assessment Framework work.
- Lisa walked through the projects that are proposed at a lower funding level. There was a discussion about the best way to present the proposed project changes. Lisa then presented the projects with scaled back minimum budgets that are less than previous “low” estimates, and projects where the refined minimum FY22 requests are higher than previous “high” estimates. Most of the reductions were due to budget refinements rather than cuts. For the Steering Committee, the budget will be presented in a simpler fashion, and highlight where we need approval.
- Tom discussed that we should make sure that there is certainty in what level of funding we can expect from the RMP. The proposed budget assumes \$250K. Some projects could also be added to the RMP’s SEP list for funding in case an enforcement action provides that opportunity. There was a discussion about which projects could be proposed to the RMP.
- The June 2 PSC meeting will focus on a check-in prior to the Steering committee meeting and get feedback on presentation material.

4. Adjourn

Planning Subcommittee Meeting No. 58

June 2, 2021

1:00 pm – 4:00 pm

Teleconference

Chair: Ian Wren

Meeting Notes

Attendees: Tom Mumley, Dave Senn, Eric Dunlavey, Lisa Hunt, Ian Wren, Robert Schlipf, Allie King, Ariella Chelsky, Lorien Fono, Derek Roberts, Kevin Lunde.

1. *Agenda Modifications (All) 5 min*

None

2. *Review Outstanding Action items (LF) 5 min*

- SFEI to Develop multi-year mechanistic dose-response workplan along with proposed budgets – discussed today
- SFEI staff will work with the Water Board to identify potential slough sensor sites - complete
- SFEI and Ian to develop recap of decisions about LSB science needs – discussed today
- Members to collaborate on development of NMS status document/fact sheet that pulls together planning, permitting, and science – ongoing
- Tom and Lorien to review proposed Estuary Blueprint actions and comments by May 7 - complete

3. *Science Program Updates*

Staffing

Staffing – RMP is recruiting junior level staff, and the NMS will review their list of potential candidates to bring on new staff to do data analysis. New staff will be needed on to replace Kristin and Sienna who will both be leaving the program in the fall.

USGS is continuing to fund the RV Peterson, and program administration is moving to the Aquatic Science Center. We don't think this will have a significant cost impact. A new agreement needs to be signed by October 1. The Steering Committee will be asked for support to move forward with a long-term agreement with USGS that spells out the level of access to their facilities.

Dave Halsing, program manager of the South Bay salt pond restoration group contacted Dave Senn for more information about NMS work ongoing in LSB. They may have some resources to put toward the monitoring network. The ongoing sediment transport modeling work has a nexus with the NMS. Tom volunteered to be involved in these discussions and make sure to appropriately balance funds between sediment and nutrient work.

4. *Priority Updates*

NMS Calendar Review – The next Steering Committee meeting is June 11. The next PSC meeting will be moved to July 19 to accommodate vacation schedules.

5. *Other Updates*

Modeling reports/Uncertainty workshop series – Participants appreciated hearing from the regulators during the final workshop. One of the main themes of the workshop was how to manage communication with managers and stakeholders. The collaborative approach being managed through the NMS was recognized by attendees. Tom commented that having an adequate monitoring program allows us to accept a higher level of risk than would otherwise be acceptable.

Nutrient Watershed Permit, Science Priorities – Ian has started putting together a short memo summarizing the discussion on Science Priorities. Ian will share the Google Doc prior to the next discussion in July. We need to flesh out what the science needs are to support a standards action. The antidegradation approach could be the foundation of such an action, but we still need to determine the extent to which this approach will need to be supported by the science. The Water Board will develop a framework of their needs by our July 19 meeting. This work is coincident with the Triennial Review.

Kevin shared that Region 3 is developing a nutrient TMDL for Elkhorn Slough, and their approach is informative for our Region. We could look at their effort for what that are the science needs for a standards action.

Estuary Blueprint – Ian will schedule a meeting with Tom and Lorien to discuss the draft Nutrient actions.

6. *Planning the Steering Committee meeting*

Action Items from December 11 Meeting – There were not any action items.

FY22 Program Plan – Lisa started by giving a budget update, as the current version of the FY22 Program Plan is \$225K over expected FY22 funding. The SFEI accounting department is short staffed so a precise forecast is not possible at this point, but Dave and Lisa estimate that they can cover the budget gap from reserves. They will have a better estimate of financial status after the Steering committee meeting, but will proceed with the assumption that sufficient funding will be available. The program plan that will be sent to the Steering Committee will have a format similar to last year, and highlight the changes compared to previous estimates presented at the May NTW meeting, as well as scope changes due to budget cuts and their consequences. A copy of the program plan was shared with the group via email to get a sense of what is going to be presented. There will be a table of contents with links that will be sent out to the Steering Committee. There was a discussion of simplifying the summary table that is presented to the Steering Committee.

The budget assumes that \$250K will be provided from RMP. The RMP multiyear plan includes a \$400K planning budget for nutrients, so it should be viable not to reduce further

than \$250K. Dave commented that the carry-forward from this year is \$1.2M. The work that was identified last year to be funded by this reserve is planned to continue this year.

Ian shared a copy of the proposed agenda. A summary of the NTW meeting will be shared. Since there were no action items for the December meeting, the time slot for action items on the agenda may be reallocated. The Planning Subcommittee report out may take 10 min if there are questions. Tom will ask for the Steering committee's vote to authorize Dave to negotiate a long-term agreement for as-needed access to the USGS vessel. We need to make sure the Steering Committee is supportive of working out the details of the agreement via the planning subcommittee. The group agreed that this would be a primarily business meeting, and leave some padding at the end in case there is a request for technical updates.

SEP Projects - These should be projects that are beyond the funding that we currently have allocated. We should develop a formal list to memorialize which projects should be prioritized for this funding source, and it should be presented to the Steering committee. This list should also go to the RMP's technical review comment for inclusion in their packet (June 9 deadline).

7. *Action items:*

- Water Board to develop outline of science needs to support a Standards Action by July 19.
- Group to review Google Doc memo on science needs provided by Ian by July 19.
- Members to collaborate on development of NMS status document/fact sheet that pulls together planning, permitting, and science.
- SFEI to develop list of SEP projects.
- Tom, Ian, and Lorien to meet to discuss Estuary Blueprint.

Parking Lot of Identified PS Future Agenda Items

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

San Francisco Bay Nutrient Management Strategy (NMS) Steering Committee Meeting

date: June 11, 2021, 9:00 AM to 12:00 PM

location: Teleconference only (see full details at next page)

chair: Thomas Mumley

<https://zoom.us/j/97020729296> ; Meeting ID: 970 2072 9296; +16699006833,,97020729296# US
(San Jose); +12532158782,,97020729296# US (Tacoma)

AGENDA

Agenda Item	Lead	Time
1 Welcome, Introductions and Agenda Review	TM	9:00-9:05
2 Decision: Approve Prior SC Meeting Summaries <i>Materials:</i> <ul style="list-style-type: none"> Dec 11, 2021 meeting summary 	TM	9:05-9:10
3 Information: Action items <ul style="list-style-type: none"> Update on action items: None from Dec 2021 SC meeting 	TM	9:10
4 Information: Planning Subcommittee Report Out <ul style="list-style-type: none"> Update on planning subcommittee action items 	TM	9:10-9:20
5 Information: NMS Program Update <ul style="list-style-type: none"> Quarterly Financial Report Program update 	DS	9:20-9:35
6 Discussion: May 2021 Nutrient Technical Workgroup Update <ul style="list-style-type: none"> Update on the recommendations/outcomes from the May 4, 2021 NTW meeting 	SFEI staff	9:35-10:00
7 Discussion and Decision: FY2022 Program Plan Desired Outcome: Approval of FY22 Program Work Plan <i>Materials:</i> <ul style="list-style-type: none"> <i>Primary Materials:</i> Item_7a_FY2022_ProgramPlan_text.pdf <i>Optional:</i> Item_7b_SciencePlan_ProgramPlan_Guide (Science Plan background, and link to 'interactive' Science Plan and Program Plan) 	SFEI staff	10:00-11:00
8 Discussion: Ship-based Monitoring Program Update <ul style="list-style-type: none"> USGS Ship-based monitoring status Desired Outcome <ul style="list-style-type: none"> Approval for Lead Scientist to negotiate multi-year agreement with USGS 	DS	11:00-11:30

JIM McGRATH, CHAIR | MICHAEL MONTGOMERY, EXECUTIVE OFFICER

1515 Clay St., Suite 1400, Oakland, CA 94612 | www.waterboards.ca.gov/sanfranciscobay

9 Other Business	all	11:30-10:45
<ul style="list-style-type: none"> • Updates from NMS Steering Committee member agencies 		
10 Action Items and Wrap-up		11:45-12:00
Next meeting: September 10, 2021		
Adjourn		12:00

NOTES: Break to be provided as needed. Public comment periods will be accommodated at the end of each agenda item (excluding item 1). The duration of each comment period will be at the discretion of the meeting chair. Breaks will be taken at the discretion of the meeting chair and the Steering Committee.



May 28, 2021

Jacob Finkle
Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
ELECTRONIC SUBMITTAL to: jfinkle@baaqmd.gov

SUBJECT: BAY AREA CLEAN WATER AGENCIES COMMENTS ON THE PROPOSED
REGULATION 2 AMENDMENTS

Dear Mr. Finkle:

The Bay Area Clean Water Agencies (BACWA) appreciates the opportunity to provide sector feedback in response to requests related to the proposed Regulation 2 amendments. BACWA is a joint powers agency whose members own and operate publicly owned wastewater treatment works (POTWs) that collectively provide sanitary services to over 7.1 million people in the nine-county San Francisco Bay (SF Bay) Area. BACWA members are public agencies, governed by elected officials and managed by professionals who protect the environment and public health. We have an active committee structure with our Air Issues and Regulations (BACWA AIR) Committee charged with working cooperatively with regulators to address air quality and climate change issues.

As public agencies and fellow environmental stewards, POTWs are supportive of BAAQMD's mission to improve air quality and promote environmental justice in the region. As such, our members work diligently to manage emissions from our facilities while performing an essential public service. POTWs assess each system improvement in close coordination with BAAQMD staff to determine the appropriate considerations that need to be accounted for in their planning to remain in compliance and responsibly invest ratepayer funds.

The proposed amendments to Regulation 2 intend to make the air toxics permitting rule more stringent for stationary sources (specifically, for sources that emit diesel particulate matter and facilities triggering new source review), as well as enhance public notification and analysis requirements. The proposed amendments, however, do not take into account the substantial risk reduction that will be realized in the next few years through the implementation of existing or recently updated regulations, including BAAQMD Rule 11-18 and the Air Resources Board's AB 2588 Hot Spots Program and AB 617 Criteria Pollutant and Toxic Air Contaminant Reporting (CTR) regulations.

As part of the implementation of AB 617 regulations (and considering the updates to the AB 2588 Hot Spots Program compound list), wastewater agencies across the Bay Area and the entire state will perform an extensive characterization of emissions from wastewater treatment plant processes to identify emission types, sources and potential for risk. We estimate the study will cost on the order of \$10 million statewide. The results of the emissions characterization will be critical for determining future emission reductions at wastewater treatment plants.

Additionally, the Office of Environmental Health Hazard Assessment (OEHHA) recently revised the methods used to determine risk from facility emissions by updating risk factors and revising risk assessment modeling guidelines to reflect current data and methods. The updates made by OEHHA will make risk assessments significantly more stringent. Risk reductions will likely occur through the incorporation of OEHHA factors and modeling methods to the same extent as reducing the risk threshold using the existing health risk assessment methodology. Adding a reduced risk threshold in Regulation 2 in addition to implementing the new OEHHA risk assessment methodology would reduce allowable emissions to an unnecessarily stringent limit that could have great impact on existing essential organizations like POTWs.

Given the regulations already in place in combination with the updated risk calculation methods now required for health risk assessments, we believe the desired risk reductions to impacted communities will be achieved without the proposed changes to Regulation 2. In fact, making Regulation 2 more stringent could slow or eliminate projects that would otherwise reduce risks by imposing impossible conditions on new sources. For example, if more stringent risk levels are imposed on a facility when installing a new emergency generator to replace an older one, it is conceivable that a cleaner generator could exceed the updated risk levels. An unintended consequence of reducing risk levels, when taken in totality with other District permitting rules, is that the incentive to replace old equipment proactively is taken away. Such unintended consequences should be considered before making any changes to Regulation 2.

Finally, we want to highlight that stationary sources covered under Regulation 2 represent only six percent of the risk as presented in BAAQMD's concept paper. Efforts to reduce risk in our communities need to focus on the remaining 94 percent, the majority of which are associated with motor vehicle emissions. The Air Resources Board is already developing regulations to electrify vehicles to reduce (and possibly eliminate) those emissions and the resulting risk. We support BAAQMD efforts to accelerate the transition to cleaner mobile sources as an effective strategy for achieving significant risk reduction.


In summary, BACWA respectfully requests:

1. The Air District continue with implementation of existing regulations, including BAAQMD Rule 11-18 and the Air Resources Board's AB 2588 Hot Spots Program and AB 617 Criteria Pollutant and Toxic Contaminant Reporting regulations without any change to Regulation 2.
2. The Air District incorporate the updated OEHHA factors and modeling methods in District-sponsored health risk assessments and assess the effects of the updated methods.
3. The Air District participate in the statewide POTW emissions characterization study that is being conducted as part of compliance with the AB 617 CTR regulations recently approved by the Air Resources Board.
4. The Air District focus on accelerating the transition to cleaner mobile sources as an effective strategy for achieving significant risk reduction.

Implementation of these requests will achieve the results desired for the Regulation 2 revision while reducing unintended consequences and burdens on the regulated community. We would like to discuss our feedback with Air District leadership and answer any questions regarding the information we provided. We will coordinate a meeting within the next week. Please contact me with any questions at lfono@bacwa.org.

BACWA Comments on Proposed
Regulation 2 Amendments

Sincerely,

A handwritten signature in black ink, appearing to read "Lorien Fono". The signature is fluid and cursive, with a long horizontal stroke at the end.

Lorien Fono
BACWA Executive Director

Cc: Jack Broadbent, BAAQMD
Greg Nudd, BAAQMD
BACWA Executive Board
Nohemy Revilla, BACWA AIR Committee Co-Chair
Randy Schmidt, BACWA AIR Committee Co-Chair
Courtney Mizutani, BACWA AIR Committee Support
Sarah Deslauriers, BACWA AIR Committee Support

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN FRANCISCO BAY REGION**

1515 Clay Street, Suite 1400, Oakland, California 94612
waterboards.ca.gov/sanfranciscobay

TENTATIVE ORDER R2-2021-00XX

**AMENDMENT OF WASTE DISCHARGE REQUIREMENTS
FOR MUNICIPAL DISCHARGERS TO UPDATE TOTAL RESIDUAL CHLORINE AND
OIL AND GREASE REQUIREMENTS**

WHEREAS the California Regional Water Quality Control Board, San Francisco Bay Region (hereinafter “Regional Water Board”), finds the following:

1. The Regional Water Board issued waste discharge requirements that serve as National Pollutant Discharge Elimination System (NPDES) permits for the dischargers listed in Table 1 (hereinafter “Dischargers”). These permits authorize the Dischargers to discharge treated wastewater from their respective facilities to waters of the United States under specific conditions.
2. This Order amends the orders listed in Table 1 to update effluent limits and monitoring requirements for total residual chlorine and remove effluent limits and monitoring requirements for oil and grease.
3. The Regional Water Board developed this Order’s requirements based on available information. The Fact Sheet attached to this Order as Attachment F contains background information and rationale for this Order’s requirements. It is hereby incorporated into this Order and therefore constitutes part of the findings for this Order.
4. This Order is exempt from the provisions of the California Environmental Quality Act pursuant to California Water Code section 13389.
5. The Regional Water Board notified the Dischargers and interested agencies and persons of its intent to consider adoption of this Order, and provided an opportunity to submit written comments.
6. In a public meeting, the Regional Water Board heard and considered all comments pertaining to this Order.

Table 1. Discharger Information

Discharger	NPDES Permit	Primary Order	Primary Order Adoption Date	Primary Order Expiration Date	Order Contains Chlorine Limits
American Canyon, City of	CA0038768	R2-2017-0008	4/12/2017	5/31/2022	X
Benicia, City of	CA0038091	R2-2019-0034	12/11/2019	1/31/2025	X
Burlingame, City of, and North Bayside System Unit	CA0037788	R2-2018-0024	6/13/2018	7/31/2023	X
Calistoga, City of	CA0037966	R2-2016-0018	4/13/2016	4/30/2021	X
Central Marin Sanitation Agency	CA0038628	R2-2018-0003	1/10/2018	2/28/2023	X
Central Contra Costa Sanitary District	CA0037648	R2-2017-0009	4/12/2017	5/31/2022	
Crockett Community Services District, Port Costa Sanitary Dept.	CA0037885	R2-2018-0053	12/12/2018	1/31/2024	X
Delta Diablo Sanitation District	CA0038547	R2-2019-0035	12/11/2019	1/31/2025	X
East Bay Dischargers Authority	CA0037869	R2-2017-0016	5/10/2017	6/30/2022	X

Discharger	NPDES Permit	Primary Order	Primary Order Adoption Date	Primary Order Expiration Date	Order Contains Chlorine Limits
Union Sanitary District (Wet Weather Outfall)	CA0038733	R2-2020-0027	10/14/2020	11/30/2025	X
Dublin San Ramon Services District	CA0037613	R2-2017-0017	5/10/2017	6/30/2022	X
Livermore, City of	CA0038008	R2-2017-0018	5/10/2017	6/30/2022	X
Livermore-Amador Valley Water Management Agency (Wet Weather Outfall)	CA0038679	R2-2021-0007	5/12/2021	6/30/2026	X
East Bay Municipal Utility District	CA0037702	R2-2020-0024	9/9/2020	10/31/2025	X
Fairfield-Suisun Sewer District	CA0038024	R2-2020-0012	3/11/2020	4/30/2025	
Las Gallinas Valley Sanitary District	CA0037851	R2-2020-0022	7/8/2020	8/31/2025	X
Marin County (Paradise Cove), Sanitary District No. 5 of	CA0037427	R2-2016-0042	10/12/2016	11/30/2021	X
Marin County (Tiburon), Sanitary District No. 5 of	CA0037753	R2-2018-0038	8/8/2018	9/30/2023	X
Millbrae, City of, and North Bayside System Unit	CA0037532	R2-2019-0009	3/13/2019	4/30/2024	X
Mt. View Sanitary District	CA0037770	R2-2016-0023	5/11/2016	6/30/2021	
Napa Sanitation District	CA0037575	R2-2016-0035	7/13/2016	8/31/2021	X
Novato Sanitary District	CA0037958	R2-2020-0019	6/10/2020	8/31/2025	
Pacifica, City of	CA0038776	R2-2017-0013	4/12/2017	5/31/2022	
Palo Alto, City of	CA0037834	R2-2019-0015	4/10/2019	5/31/2024	
Petaluma, City of	CA0037810	R2-2021-0008	5/12/2021	6/30/2026	X
Pinole, City of	CA0037796	R2-2018-0004	2/14/2018	3/31/2023	X
Rodeo Sanitary District	CA0037826	R2-2017-0034	9/13/2017	10/31/2022	X
Saint Helena, City of	CA0038016	R2-2021-0004	4/14/2021	5/30/2026	X
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	CA0038318	R2-2018-0045	10/10/2018	11/30/2023	X
San Francisco, City and County of (Southeast Plant)	CA0037664	R2-2013-0029	8/14/2013	9/30/2018	X
San Jose and Santa Clara, cities of	CA0037842	R2-2020-0001	2/12/2020	3/31/2025	X
San Mateo, City of	CA0037541	R2-2018-0016	5/9/2018	6/30/2023	X
Sausalito-Marín City Sanitary District	CA0038067	R2-2018-0025	6/13/2018	7/31/2023	X
Sewerage Agency of Southern Marin	CA0037711	R2-2018-0039	8/8/2018	9/30/2023	X
Silicon Valley Clean Water	CA0038369	R2-2018-0005	2/14/2018	3/31/2023	X
Sonoma Valley County Sanitary District	CA0037800	R2-2019-0019	7/10/2019	8/31/2024	X
South San Francisco and San Bruno, cities of, and North Bayside System Unit	CA0038130	R2-2019-0021	7/10/2019	8/31/2024	X
Sunnyvale, City of	CA0037621	R2-2020-0002	2/2/2020	3/31/2025	X
U.S. Department of Navy, Treasure Island	CA0110116	R2-2020-0020	6/10/2020	7/31/2025	X
Vallejo Flood and Wastewater District	CA0037699	R2-2017-0035	9/13/2017	10/31/2022	X
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	CA0038539	R2-2019-0003	2/13/2019	3/31/2024	X
Yountville, Town of	CA0038121	R2-2020-0026	10/14/2020	11/30/2025	X

THEREFORE, IT IS HEREBY ORDERED that in order to meet the provisions contained in Water Code division 7 (commencing with § 13000) and regulations adopted thereunder, and the provisions of the federal Clean Water Act and regulations and guidelines adopted thereunder, the Dischargers listed in Table 1 shall comply with their respective orders listed in Table 1, as amended by this Order. This

action in no way prevents the Regional Water Board from taking enforcement action for violations of the permits listed in Table 1.

1. The oil and grease effluent limits shall be removed from the orders listed in Table 1.
2. The oil and grease effluent monitoring requirements shall be removed from the Monitoring and Reporting Programs attached to each order listed in Table 1.
3. For the permits denoted by an “X” in the “Order Contains Chlorine Limits” column in Table 1, all total residual chlorine effluent limits shall be replaced with the one-hour average effluent limits in the table below.

Table 2. Total Residual Chlorine Effluent Limits

Discharger	One-hour Average (mg/L)
American Canyon, City of	0.013
Benicia, City of	0.38
Burlingame, City of, and North Bayside System Unit	0.48
Calistoga, City of	0.019
Central Marin Sanitation Agency	0.56
Crockett Community Services District, Port Costa Sanitary Dept.	0.27
Delta Diablo Sanitation District	0.43
East Bay Dischargers Authority	0.98
Union Sanitary District Wet Weather Outfall	0.019
Dublin San Ramon Services District	0.98
Livermore, City of	0.98
Livermore-Amador Valley Water Management Agency Wet Weather Outfall	0.019
East Bay Municipal Utility District	0.42
Las Gallinas Valley Sanitary District	0.013
Marin County (Paradise Cove), Sanitary District No. 5 of	0.57
Marin County (Tiburon), Sanitary District No. 5 of	0.82
Millbrae, City of, and North Bayside System Unit	0.47
Napa Sanitation District	0.013
Petaluma, City of	0.013
Pinole, City of	0.43
Rodeo Sanitary District	0.43
Saint Helena, City of	0.019
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	0.48
San Francisco, City and County of (Southeast Plant)	0.66
San Jose and Santa Clara, cities of	0.013
San Mateo, City of	0.43
Sausalito-Marín City Sanitary District	1.1
Sewerage Agency of Southern Marin	0.82
Silicon Valley Clean Water	0.44
Sonoma Valley County Sanitary District	0.013

Discharger	One-hour Average (mg/L)
South San Francisco and San Bruno, cities of, and North Bayside System Unit	0.48
Sunnyvale, City of	0.013
U.S. Department of Navy, Treasure Island	1.3
Vallejo Flood and Wastewater District	0.34
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	1.8
Yountville, Town of	0.019

4. Except where indicated below, for the permits denoted by an “X” in the “Order Contains Chlorine Limits” column in Table 1, continuous total residual chlorine monitoring shall be required for all monitoring locations where the Monitoring and Reporting Programs attached to each order listed in Table 1 require chlorine monitoring. Total residual chlorine results shall be recorded at a frequency of not less than once every five minutes.
 - a. Crockett Community Services District, Port Costa Sanitary Dept. shall collect grab samples for total residual chlorine at least three times per week.
 - b. Union Sanitary District Wet Weather Outfall shall collect grab samples for total residual chlorine at least once every two hours; and
 - c. Livermore-Amador Valley Water Management Agency Wet Weather Outfall shall collect grab samples for total residual chlorine at least once every two hours
5. For continuous monitoring, the minimum level for total residual chlorine analysis shall be no greater than 0.05 mg/L.
6. To determine compliance with the one-hour average effluent limits, Dischargers shall consider all readings recorded within each hour. The monitoring period shall be every hour on the hour. All readings below the minimum level shall be treated as zeros for compliance determination. Dischargers shall calculate arithmetic means for each hour using all the readings for that hour and report the arithmetic mean of the highest one-hour period in each calendar day through data upload to CIWQS.¹ Dischargers shall retain continuous monitoring readings for at least three years.
7. Dischargers may elect to use continuous on-line monitoring systems for measuring or determining that a residual dechlorinating agent (e.g., sodium bisulfite) is present. Such monitoring systems may be used to prove that anomalous residual chlorine exceedances measured by online chlorine analyzers are false positives and are not valid total residual chlorine detections because it is chemically improbable to have chlorine present in the presence of a dechlorinating agent. If Regional Water Board staff finds convincing evidence that chlorine residual exceedances are false positives, the exceedances shall not be violations of this Order’s total residual chlorine effluent limits.
8. This Order shall become effective [date].

¹ CIWQS is the California Integrated Water Quality System (http://www.waterboards.ca.gov/water_issues/programs/ciwqs).

I do hereby certify that this Order with all attachments is a full, true, and correct copy of the Order adopted by the California Regional Water Quality Control Board, San Francisco Bay Region, on **[date]**.

Michael Montgomery, Executive Officer

ATTACHMENT F – FACT SHEET

This Fact Sheet includes the legal requirements and technical rationale that serve as the basis for the requirements of this Order. As described in Finding 3 of the Order, the Regional Water Board incorporates this Fact Sheet as its findings supporting the issuance of the Order.

I. PERMIT INFORMATION

The following table summarizes administrative information related to the Dischargers' facilities:

Table F-1. Facility Information

Discharger	Facility Contact	Mailing Address	Effluent Description	Facility Design Flow (MGD)
American Canyon, City of	Jay Atkinson, Plant Operations Manager, (707) 647-4526	151 Mezzetta Court American Canyon, CA 94503	Advanced Secondary	2.5
Benicia, City of	Jeff Gregory, Wastewater Treatment Plant Supervisor, (707) 746-4336	614 East Fifth Street Benicia, CA 94510	Secondary	4.5
Burlingame, City of, and North Bayside System Unit	Robert Spankowski, Operations Manager, (650) 333-6037	501 Primrose Burlingame, CA 04010	Secondary	5.5
Calistoga, City of	Derek Rayner, Public Works Director, (707) 942-2828	414 Washington Street Calistoga, CA 94515	Advanced Secondary	0.84
Central Marin Sanitation Agency	Chris Finton, Treatment Plant Manager, (415) 459-1455 ext. 101	1301 Andersen Drive San Rafael, CA 94901	Secondary	10
Central Contra Costa Sanitary District	Lori Schectel, Environmental Compliance Manager (925) 229-7143	5019 Imhoff Place Martinez, CA 94553	Secondary	53.8
Crockett Community Services District, Port Costa Sanitary Dept.	James Barnhill, Sanitary Department Manager, (510) 787-2992	P.O. Box 578 Crockett, CA 94525	Secondary	0.033
Delta Diablo Sanitation District	Amanda Roa, Environmental Program Manager, (925) 756-1940	2500 Pittsburg-Antioch Highway Antioch, CA 94509	Secondary	19.5
East Bay Dischargers Authority (City of Hayward, City of San Leandro, Oro Loma Sanitary District, Castro Valley Sanitary District, Union Sanitary District, Dublin San Ramon Services District, and City of Livermore)	Jackie Zipkin, General Manager (510) 278-5910	2651 Grant Avenue San Lorenzo, CA 94580	Secondary	107.8
East Bay Municipal Utility District	Eileen White, Director of Wastewater (510) 287-1149	P.O. Box 24055 Oakland, CA 94623	Secondary	120
Fairfield-Suisun Sewer District	Meg Herston, Environmental Compliance Engineer, (707) 428-9109	1010 Chadbourne Road Fairfield, CA 94535	Advanced Secondary	23.7
Las Gallinas Valley Sanitary District	Mel Liebmann, Plant Manager, (415) 472-1734	300 Smith Ranch Road San Rafael, CA 94903	Secondary	2.92
Marin County (Paradise Cove), Sanitary District No. 5 of	Tony Rubio, District Manager, (415) 435-1501 ext. 106	P.O. Box 227 Tiburon, CA 94920	Secondary	0.04

Discharger	Facility Contact	Mailing Address	Effluent Description	Facility Design Flow (MGD)
Marin County (Tiburon), Sanitary District No. 5 of	Tony Rubio, District Manager, (415) 435-1501 ext. 106	2001 Paradise Drive Tiburon, CA 94920	Secondary	0.98
Millbrae, City of, and North Bayside System Unit	Khee Lim, Public Works Director, (650) 259-2347	621 Magnolia Avenue Millbrae, CA 94030	Secondary	3.0
Mt. View Sanitary District	Stacey Ambrose, Environmental Services Manager (925) 228-5635	P.O. Box 2757 Martinez, CA 94553	Advanced Secondary	3.2
Napa Sanitation District	Jim Keller, Plant Manager, (707) 258-6020	1515 Soscol Ferry Road Napa, CA 94558	Secondary	15.4
Novato Sanitary District	Sandeep Karkal, General Manager, (415) 892-1694	500 Davidson Street Novato, CA 94945	Secondary	7.0
Pacifica, City of	Luis Sun, Wastewater Operation Manager, (650) 735-4662	170 Santa Maria Avenue Pacifica, CA 94044	Advanced Secondary	4.0
Palo Alto, City of	James Allen, Plant Manager, (650) 329-2243	2501 Embarcadero Way Palo Alto, CA 94303	Advanced Secondary	39
Petaluma, City of	Matthew Pierce, Operations Supervisor, (707) 776-3726	202 N. McDowell Blvd. Petaluma, CA 94954	Secondary	6.7
Pinole, City of	Josh Binder, Plant Manager (510) 724-8964	2131 Pear Street Pinole, CA 94564	Secondary	4.06
Rodeo Sanitary District	Steve Beall, District Manager, (510) 799-2970	800 San Pablo Avenue Rodeo, CA 94572	Secondary	1.14
Saint Helena, City of	Clayton Church, Acting Public Works Director, (707) 312-1208	1572 Railroad Avenue St. Helena, CA 94574	Secondary	0.50
San Francisco, City and County of (San Francisco International Airport), , and North Bayside System Unit	Jennifer Acton, Environmental Operations Manager, (650) 455-9241	P.O. Box 8097 San Francisco, CA 94128	Secondary	2.2
San Francisco, City and County of (Southeast Plant)	Amy Chastain, Regulatory Compliance Manager, (415) 554-1683	525 Golden Gate Avenue, 13 th Floor San Francisco, CA 94103	Secondary	85.4
San Jose and Santa Clara, cities of	Eric Dunlavey, Wastewater Compliance Program Manager, (408) 635-4017	700 Los Esteros Road San Jose, CA 95134	Advanced Secondary	167
San Mateo, City of	Michael Sutter, Operations Superintendent, (650) 522-7380	330 West 20 th Avenue San Mateo, CA 94403	Secondary	15.7
Sausalito-Marín City Sanitary District	Omar Arias-Montez, Chief Plant Operator, (415) 331-4712	1 East Road Sausalito, CA 94965	Secondary	1.8
Sewerage Agency of Southern Marin	Mark Grushayev, General Manager, (415) 384-4825	26 Corte Madera Avenue Mill Valley, CA 94941	Secondary	3.6
Silicon Valley Clean Water	Monte Hamamoto, Chief Operating Officer, (650) 832-6266	1400 Radio Road Redwood City, CA 94065	Secondary	29
Sonoma Valley County Sanitary District	Frank Mello, Operations Coordinator, (707) 521-1843	404 Aviation Blvd. Santa Rosa, CA 95403	Secondary	3.0
South San Francisco and San Bruno, cities of, , and North Bayside System Unit	Brian Schumacker, Plant Superintendent, (650) 829-3844	195 Belle Air Road South San Francisco, CA 94080	Secondary	13

Discharger	Facility Contact	Mailing Address	Effluent Description	Facility Design Flow (MGD)
Sunnyvale, City of	Cameron Kostigen Mumper, Environmental Engineering Coordinator, (408) 730-7729	P.O. Box 3707 Sunnyvale, CA 94088	Advanced Secondary	29.5
U.S. Department of Navy, Treasure Island	Amy Chastain, Regulatory Compliance Manager, (415) 554-1683	1 Avenue of the Palms, Suite 161 San Francisco, CA 94130	Secondary	2.0
Vallejo Flood and Wastewater District	Jennifer Harrington, Environmental Services Director, (707) 644-7806	450 Ryder Street Vallejo, CA 94590	Secondary	15.5
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	Lisa Malek-Zadeh, General Manager, (510) 222-6700	2910 Hilltop Drive Richmond, CA 94806	Secondary	28.5
Yountville, Town of	Eric Sanders, Chief Plant Operator, (707) 944-2988	6550 Yount Street Yountville, CA 94599	Advanced Secondary	0.55

II. BACKGROUND

On November 18, 2020, the Regional Water Board adopted Resolution R2-2020-0031, which amended the Basin Plan to eliminate technology-based effluent limits for chlorine of 0.0 mg/L, and to establish water quality objectives for chlorine and a process to implement water quality-based effluent limits. U.S. EPA approved this Basin Plan amendment on **date**. Basin Plan section 3.3.23 now includes the water quality objectives for chlorine shown in the table below:

Table F-2. Chlorine Water Quality Objectives

Receiving Water Type	4-Day Average (mg/L)	1-Hour Average (mg/L)
Marine or Estuarine	0.0075	0.013
Freshwater	0.011	0.019

The permits denoted by an “X” in the “Order Contains Chlorine Limits” column in Table 1 of this Order contain total residual chlorine effluent limits based on technology-based requirements that became obsolete when U.S. EPA approved the new water quality objectives. This Order establishes water quality-based effluent limits based on the one-hour average objectives shown in Table F-2. This Order does not use the four-day average objectives to set effluent limits because chlorine dissipates quickly upon entering receiving waters. Discharges that meet effluent limits based on a one-hour average would be unlikely to cause exceedances of the four-day average objective in receiving waters.

Resolution R2-2020-0031 also eliminated technology-based effluent limits for oil and grease for treatment facilities that provide secondary or advanced secondary treatment. Because all of the facilities listed in Table 1 of this Order provide such treatment, this Order eliminates effluent limits and associated monitoring requirements for oil and grease.

III. RATIONALE FOR CHANGES

- A. Removal of Oil and Grease limits.** Because the Basin Plan no longer requires oil and grease effluent limits, this Order eliminates them from the permits listed in Table 1 of this Order. As indicated in Table F-1, all of these Dischargers provide secondary or advanced secondary treatment and have consistently complied with the technology-based effluent limits for oil and grease. The table below presents oil and grease values from each treatment facility from January 1, 2018, through December 31, 2020, with the effluent limits established in each permit. Only one violation was observed during this time, and the reported result appeared to be anomalous and was not associated with a treatment plant upset.

Table F-3. Previous Oil and Grease Effluent Limits and Monitoring Data

Discharger	Average Monthly Limit (mg/L)	Maximum Daily Limit (mg/L)	Long-Term Average (mg/L)	Highest Value (mg/L) ^[1]
American Canyon, City of	----	10	3.3	9.0
Benicia, City of	10	20	2.7	3.8
Burlingame, City of, and North Bayside System Unit	10	20	1.9	2.4
Calistoga, City of				
Discharge Points 001 and 003	5	10	ND ^[2]	ND ^[2]
Discharge Point 002	10	20	ND ^[2]	ND ^[2]
Central Marin Sanitation Agency	10	20	1.6	1.6
Crockett Community Services District, Port Costa Sanitary Dept.	10	20	1.7	6.9
Delta Diablo Sanitation District	10	20	1.1	1.3
East Bay Dischargers Authority	10	20	2.1	2.7
Union S.D. Wet Weather Outfall	----	20	----	----
Dublin San Ramon Services District ^[4]	----	----	----	----
Livermore, City of ^[4]	----	----	----	----
LAVWMA Wet Weather Outfall	----	20	ND ^[2]	ND ^[2]
East Bay Municipal Utility District	10	20	ND ^[2]	ND ^[2]
Fairfield-Suisun Sewer District	----	10	1.8	1.8
Las Gallinas Valley Sanitary District	10	20	2.1	2.4
Marin County (Paradise Cove), Sanitary District No. 5 of	10	20	5.0	5.0
Marin County (Tiburon) Sanitary District No. 5 of	10	20	5.0	5.0
Millbrae, City of, and North Bayside System Unit	10	20	1.5	3.1
Mt. View Sanitary District	10	20	1.6	2.9
Napa Sanitation District	10	20	2.5	2.5
Novato Sanitary District	10	20	1.9	3.0
Pacifica, City of	5	10	0.0	0.0
Palo Alto, City of	5	10	1.6	2.3
Petaluma, City of	10	20	3.4	7.8

Discharger	Average Monthly Limit (mg/L)	Maximum Daily Limit (mg/L)	Long-Term Average (mg/L)	Highest Value (mg/L) ^[1]
Pinole, City of	10	20	1.7	2.2
Rodeo Sanitary District	10	20	1.8	1.8
Saint Helena, City of	10	20	3.4	4.8
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	10	20	1.6	2.7
San Francisco, City and County of (Southeast Plant)	10	20	4.5	17
San Jose and Santa Clara, Cities of	5	10	1.5	1.5
San Mateo, City of	10	20	1.6	1.6
Sausalito-Marín City Sanitary District	10	20	2.5	6.7
Sewerage Agency of Southern Marin	10	20	2.8	3.3
Silicon Valley Clean Water	10	20	2.8	4.1
Sonoma Valley County Sanitary District	10	20	5.5	120 ^[3]
South San Francisco and San Bruno, Cities of, and North Bayside System Unit	10	20	2.7	16
Sunnyvale, City of	5	10	1.6	2.1
U.S. Department of the Navy, Treasure Island	10	20	4.1	16
Vallejo Flood and Wastewater District	10	20	2.0	2.8
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	10	20	4.3	9.7
Yountville, Town of	10	20	ND ^[2]	ND ^[2]

Footnotes:

^[1] The highest value is the highest reported daily maximum value.

^[2] All values were non-detect.

^[3] The cause of this high value is unknown. Since no treatment plant upset took place, the result is not believed to be representative of the effluent discharged. The next highest value was 7.6 mg/L.

B. Removal of Oil and Grease Effluent Monitoring. Because this Order eliminates oil and grease effluent limits, and because oil and grease monitoring does not provide useful information for assessing whether a treatment plant is properly operated and maintained to provide secondary or advanced secondary treatment, oil and grease monitoring is unnecessary for the discharges listed in Table 1 of this Order. Therefore, this Order eliminates these monitoring requirements.

C. Replacement of Chlorine Effluent Limits. This Order establishes water quality-based effluent limits for total residual chlorine in accordance with Basin Plan Table 4-2. To calculate the total residual chlorine effluent limits, the Basin Plan states that adjustments to the effluent limits in Table 4-2 may be made to account for mixing zones in a manner consistent with the procedures

in the *Policy for Implementation of Toxics Standards for Inland Waters, Enclosed Bays, and Estuaries of California* (State Implementation Policy). To account for such mixing zones, this Order uses a simplified equation from State Implementation Policy section 1.4 because background concentrations for total residual chlorine are assumed to be zero:

$$ECA = (D+1) \times C$$

Where ECA = effluent concentration allowance (effluent limit),
 D = dilution factor (parts receiving water for each part effluent)
 C = water quality objective

The table below includes the applicable water quality objective, dilution factor, and effluent limit for each Discharger. The dilution factors are explained below.

Table F-4. Water Quality Based Effluent Limits for Total Residual Chlorine

Discharger	Receiving Water Type	Water Quality Objective (mg/L)	Dilution Factor	Effluent Limit (one-hour average, mg/L)
American Canyon, City of	Estuarine	0.013	0	0.013
Benicia, City of	Estuarine	0.013	28	0.38
Burlingame, City of, and North Bayside System Unit	Marine	0.013	36	0.48
Calistoga, City of	Freshwater	0.019	0	0.019
Central Marin Sanitation Agency	Estuarine	0.013	42	0.56
Crockett Community Services District, Port Costa Sanitary Dept.	Estuarine	0.013	20	0.27
Delta Diablo Sanitation District	Estuarine	0.013	32	0.43
East Bay Dischargers Authority	Estuarine	0.013	74	0.98
Union Sanitary District Wet Weather Outfall	Freshwater	0.019	0	0.019
Dublin San Ramon Services District	Estuarine	0.013	78	0.98
Livermore, City of	Estuarine	0.013	78	0.98
Livermore-Amador Valley Water Management Agency Wet Weather Outfall	Freshwater	0.019	0	0.019
East Bay Municipal Utility District	Marine	0.013	31	0.42

Discharger	Receiving Water Type	Water Quality Objective (mg/L)	Dilution Factor	Effluent Limit (one-hour average, mg/L)
Las Gallinas Valley Sanitary District	Estuarine	0.013	0	0.013
Marin County (Paradise Cove), Sanitary District No. 5 of	Marine	0.013	43	0.57
Marin County (Tiburon), Sanitary District No. 5 of	Marine	0.013	62	0.82
Millbrae, City of, and North Bayside System Unit	Marine	0.013	35	0.47
Napa Sanitation District	Estuarine	0.013	0	0.013
Petaluma, City of	Estuarine	0.013	0	0.013
Pinole, City of	Estuarine	0.013	32	0.43
Rodeo Sanitary District	Estuarine	0.013	32	0.43
Saint Helena, City of	Freshwater	0.019	0	0.019
San Francisco, City and County of (San Francisco International Airport), and North Bayside System Unit	Marine	0.013	36	0.48
San Francisco, City and County of (Southeast Plant)	Marine	0.013	50	0.66
San Jose and Santa Clara, Cities of	Estuarine	0.013	0	0.013
San Mateo, City of	Marine	0.013	32	0.43
Sausalito-Marín City Sanitary District	Marine	0.013	83	1.1
Sewerage Agency of Southern Marin	Marine	0.013	62	0.82
Silicon Valley Clean Water	Marine	0.013	33	0.44
Sonoma Valley County Sanitary District	Estuarine	0.013	0	0.013
South San Francisco and San Bruno, Cities of, and North Bayside System Unit	Marine	0.013	36	0.48
Sunnyvale, City of	Estuarine	0.013	0	0.013

Discharger	Receiving Water Type	Water Quality Objective (mg/L)	Dilution Factor	Effluent Limit (one-hour average, mg/L)
U.S. Department of Navy, Treasure Island	Marine	0.013	102	1.3
Vallejo Flood and Wastewater District	Estuarine	0.013	25	0.34
West County Agency; West County Wastewater District; City of Richmond; and Richmond Municipal Sewer District No. 1	Estuarine	0.013	140	1.8
Yountville, Town of	Freshwater	0.019	0	0.019

Mixing Zones and Dilution Factors. Basin Plan Table 4-2 allows total residual chlorine effluent limits to account for mixing zones in a manner consistent with the procedures in the State Implementation Policy. This Order does not establish total residual chlorine mixing zones for any shallow water discharger; thus, Table F-4 lists their dilution factors as zero. In contrast, this Order establishes total residual chlorine mixing zones for deep water dischargers based on initial dilution. These mixing zones and dilution factors are explained below and in the Fact Sheets attached to the orders listed in Table 1 of this Order. To ensure that total residual chlorine within these mixing zones will not be lethal to aquatic organisms, each study used to support a dilution factor greater than zero documents that an adrift organism would pass through the mixing zone within 15 minutes or less, as recommended by U.S. EPA's *Technical Support Document for Water Quality-based Toxics Control*, March 1991, EPA/505/2-90-001.

1. **City of Benicia.** A study titled *Benicia WWTP Effluent Initial Dilution at Long-term Average, Design, and Peak Daily Flow Rates* (November 2012) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 29:1 (D=28) for acute water quality criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of less than 10 minutes for an organism adrift within the receiving water.
2. **North Bayside System Unit (including Burlingame, Millbrae, San Francisco International Airport, and South San Francisco and San Bruno).** These wastewater treatment plants share an outfall in Lower San Francisco Bay. A study titled *Near-field Mixing Zone and Dilution Analysis for the North Bayside System Unit Outfall Diffuser to Lower San Francisco Bay* (May 18, 2018) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 37:1 (D=36) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of less than two minutes for an organism adrift within the receiving water.
3. **Central Marin Sanitation Agency.** A study titled *Mixing Zone Study Report Central Marin Sanitation Agency* (September 29, 2011) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 43:1 (D=42) for acute criteria. The study predicted

that initial dilution would occur within 13 feet of the outfall. This short distance indicates that the mixing zone would not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.

4. **Crockett Community Services District (Port Costa).** A study titled *Near-field Mixing Zone and Dilution Analysis for the Port Costa WWTP Outfall to Carquinez Strait* (May 29, 2018) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 21:1 (D=20) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of less than one minute for an organism adrift within the receiving water.
5. **Delta Diablo Sanitation District.** A study titled *Mixing Zone Modeling for Delta Diablo WWTP Outfall to New York Slough – Current and Future Discharge Conditions* (August 20, 2019) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 33:1 (D=32) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of 12 minutes or less for an organism adrift within the receiving water.
6. **East Bay Dischargers Authority (including Dublin San Ramon Services District and City of Livermore).** Six wastewater treatment plants share the East Bay Dischargers Authority (EBDA) outfall. Four are regulated under Order R2-2017-0016 (the City of Hayward's Water Pollution Control Plant, the City of San Leandro's Water Pollution Control Plant, the Oro Loma and Castro Valley Sanitary Districts Water Pollution Control Plant, and the Union Sanitary District's Wastewater Treatment Plant). Two are regulated by separate orders. The Dublin San Ramon Services District's treatment plant is regulated under Order R2-2017-0017 and the City of Livermore's treatment plant is regulated under Order R2-2017-0018. A study titled *East Bay Dischargers Authority Common Outfall Summary of Dilution Modeling Conditions and Results* (April 2021) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 75:1 (D=74) for acute criteria. To ensure the mixing zone would not be lethal to aquatic organisms, the edge of mixing zone was selected using a travel time of less than 15 minutes for an organism adrift within the receiving water.
7. **East Bay Municipal Utility District.** A study titled *East Bay Municipal Utility District Main Wastewater Treatment Plant Outfall Dilution Study Update* (May 2020) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 32:1 (D=31) for acute criteria. To ensure the mixing zone would not be lethal to aquatic organisms, the edge of mixing zone was selected using a travel time of less than 15 minutes for an organism adrift within the receiving water.
8. **Sanitary District No. 5 of Marin County (Paradise Cove).** A study titled *Mixing Zone Study Report Sanitary District No. 5 of Marin County* (January 28, 2011) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 44:1 (D=43) for acute criteria. The study predicted that initial dilution would occur within 10 feet of the outfall. This short distance indicates that the mixing zone would not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.

9. **Sanitary District No. 5 of Marin County (Tiburon) and Sewerage Agency of Southern Marin.** These two wastewater treatment plants share an outfall in Raccoon Strait (within Central San Francisco Bay). A study titled *Mixing Zone and Dilution Credit Study for the Sewerage Agency of Southern Marin and Sanitary District No. 5 of Marin County Combined Outfall Diffuser* (July 2, 2020) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 63:1 (D=62) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of about eight minutes for an organism adrift within the receiving water.
10. **City of Pinole and Rodeo Sanitary District.** These two wastewater treatment plants share an outfall in San Pablo Bay. A study titled *Near-field Mixing Zone and Dilution Analysis for Chronic Toxicity Discharge Conditions and Current Diffuser Characteristics* (April 14, 2017) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 33:1 (D=32) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of about seven minutes for an organism adrift within the receiving water.
11. **City and County of San Francisco (Southeast Plant).** A study titled *Dilution Model for the San Francisco Southeast Treatment Plant Outfall* (December 6, 2007) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 51:1 (D=50) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study indicated that the plume attains a maximum initial dilution within a few minutes.
12. **City of San Mateo.** A study titled *Dilution Modeling Results for San Mateo Wastewater Treatment Plant Discharge to San Francisco Bay* (July 31, 2007) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 33:1 (D=32) for acute criteria. The study predicted that initial dilution would occur within about 20 feet of the outfall. This short distance indicates that the mixing zone would not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.
13. **Sausalito-Marin City Sanitary District.** A study titled *Dilution Modeling Results for Sausalito-Marin City Sanitary District Discharge to San Francisco Bay* (July 5, 2007) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 84:1 (D=83) for acute criteria. The study predicted that initial dilution would occur within about 20 feet of the outfall. This short distance indicates that the mixing zone would not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.
14. **Silicon Valley Clean Water.** A study titled *Near-field Mixing Zone for the SBSA Deep Water Outfall Diffuser in San Francisco Bay* (June 1, 2011) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 34:1 (D=33) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of about three minutes for an organism adrift within the receiving water.
15. **U.S. Department of Navy, Treasure Island.** A study titled *Dilution Model for the Treasure Island Outfall* (September 8, 2009) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 103:1 (D=102) for acute criteria. To confirm the

mixing zone would not be lethal to aquatic organisms, the study indicated that the plume attains a maximum initial dilution within a few minutes.

16. Vallejo Flood and Wastewater District. A study titled *Mixing Zone Study Report for Mare Island Strait Diffuser* (July 18, 2014) used the U.S. EPA supported Visual Plumes model to support a minimum initial dilution of 26:1 ($D=25$) for acute criteria. The study predicted that initial dilution would occur within about 40 feet of the outfall. This short distance indicates that the mixing zone would not be lethal to aquatic organisms since the travel time for organisms adrift within the receiving water is expected to be less than a few minutes.

17. West County Agency (including West County Wastewater District and City of Richmond). These two wastewater treatment plants share an outfall in Central San Francisco Bay. A study titled *West County Agency Common Outfall Summary of Dilution Modeling Conditions and Results* (May 2021) used the U.S. EPA approved CORMIX model to support a minimum initial dilution of 141:1 ($D=140$) for acute criteria. To confirm the mixing zone would not be lethal to aquatic organisms, the study estimated a travel time of about eight minutes for an organism adrift within the receiving water.

D. Revision of Chlorine Monitoring Requirements. In accordance with Water Code section 13383 and Basin Plan Table 4-2, this Order revises the chlorine monitoring requirements of the permits denoted by an “X” in the “Order Contains Chlorine Limits” column in Table 1 of this Order. To ensure that dischargers carefully manage chlorine and dechlorination dosing, Basin Plan Table 4-2 requires that dischargers conduct continuous monitoring to assess compliance with the total residual chlorine effluent limits, which are expressed as one-hour averages. Table 4-2 also specifies that the minimum level for continuous devices must not be greater than 0.05 mg/L and that measured values below the minimum level should be treated as zeros. Since continuous monitoring devices can sometimes report false positive values, this Order allows Dischargers to use on-line monitoring systems to measure the presence of a dechlorinating agent (e.g., sodium bisulfite). The presence of a dechlorinating agent may be used to prove that anomalous chlorine results are false positives and not valid detections because it is chemically improbable to have chlorine present in the presence of a dechlorinating agent.

In some cases, dischargers are unable to continuously monitor chlorine. Basin Plan Table 4-2 allows less frequent monitoring for small facilities or and those with intermittent discharges, such as seasonal or wet weather discharges. These dischargers may collect grab samples instead. The table below includes the discharger, basis for its exception from continuous chlorine monitoring, and how frequently grab samples must be collected.

Table F-5. Continuous Chlorine Monitoring Exceptions

Discharger	Basis for Exception	Minimum Grab Sampling Frequency
Crockett Community Services District, Port Costa Sanitary Dept.	This is a small facility. It has a dry weather design capacity of 33,000 gallons per day.	Three times per week

Discharger	Basis for Exception	Minimum Grab Sampling Frequency
Union Sanitary District Wet Weather Outfall	This facility only discharges intermittently during wet weather.	Once every two hours
Union Sanitary District Wet Weather Outfall	This facility only discharges intermittently during wet weather	Once every two hours

IV. DISCHARGE REQUIREMENT CONSIDERATIONS

- A. Anti-backsliding.** This Order complies with the anti-backsliding provisions of Clean Water Act sections 402(o) and 303(d)(4) and 40 C.F.R. section 122.44(l), which generally require effluent limits in a reissued order to be as stringent as those in the previous order. This Order does not retain effluent limits for oil and grease and includes less stringent total residual chlorine effluent limits. However, this backsliding is allowed by Clean Water Act section 303(d)(4). The surface waters of the San Francisco Bay region are not impaired by chlorine or oil and grease; therefore, Clean Water Act section 303(d)(4) allows these effluent limits to be relaxed if doing so is consistent with the State's antidegradation policy. As explained below, this Order complies with the antidegradation provisions of 40 C.F.R. section 131.12 and State Water Board Resolution 68-16.
- B. Antidegradation.** This Order complies with the antidegradation provisions of 40 C.F.R. section 131.12 and State Water Board Resolution 68-16. For the most part, it continues the status quo with respect to the level of discharge authorized in the existing orders, which were adopted in accordance with antidegradation policies. The elimination of the oil and grease effluent limits will not degrade water quality because those limits did not drive the secondary or advanced secondary treatment performance at the facilities listed in Table 1 of the Order.

This Order authorizes somewhat higher total residual chlorine discharges, although the increases are unlikely to be observable in the receiving waters, particularly outside the total residual chlorine mixing zones. The likely imperceptible increases will be offset by reduced use of dechlorinating chemicals. Because the surface waters of the San Francisco Bay region are not impaired by chlorine, degradation is permissible if it serves the maximum benefit to the people of the State. The reduced use and discharge of dechlorination chemicals benefits to the people of the State because dechlorination chemicals generate greenhouse gas emissions during manufacturing and delivery, and place oxygen demands on receiving waters when discharged. Any increase in total residual chlorine discharges will not unreasonably affect current or anticipated beneficial uses because this Order imposes new water quality-based effluent limits

for total residual chlorine and, with few exceptions, requires continuous monitoring to assess whether discharges comply with the new limits based on a one-hour averages.

V. PUBLIC PARTICIPATION

- A. Notification of Interested Parties.** The Regional Water Board notified the dischargers listed in Table 1 of the Order, and other interested agencies and persons, of its intent to amend the permits listed in Table 1, and provided an opportunity to submit written comments and recommendations. The public had access to the agenda and any changes in dates and locations through the Regional Water Board's website at <http://www.waterboards.ca.gov/sanfranciscobay>.
- B. Written Comments.** Interested persons were invited to submit written comments concerning the tentative permit amendment as explained through the notification process. Comments were to be submitted either in person, by-email, or by mail to the attention of Robert Schlipf. Written comments were due at the Regional Water Board office by 5:00 p.m. on **date**.
- C. Public Hearing.** The Regional Water Board held a public hearing on the tentative permit amendment during its meeting at the following date and time:

Date: **[Date]**
 Time: 9:00 a.m.
 Contact: Robert Schlipf, (510) 622-2478, Robert.Schlipf@waterboards.ca.gov.

Interested persons were provided notice of the hearing and information on how to participate. During the public hearing, the Regional Water Board heard testimony pertinent to the tentative permit amendment.

Dates and venues can change. The current agenda and any changes are posted on the Regional Water Board web address is <http://www.waterboards.ca.gov/sanfranciscobay>.

- D. Reconsideration of Amendment.** Any person aggrieved by the Regional Water Board action may petition the State Water Board to review the action in accordance with Water Code section 13320 and California Code of Regulations, title 23, section 2050. The State Water Board must receive the petition at the following address within 30 calendar days of the Regional Water Board action:

State Water Resources Control Board
 Office of Chief Counsel
 P.O. Box 100, 1001 I Street
 Sacramento, CA 95812-0100

A petition may also be filed by email at waterqualitypetitions@waterboards.ca.gov.

For instructions on how to file a petition for review, see http://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instr.shtml.

- E. Information and Copying.** Supporting documents and comments received are on file and may be inspected at the Regional Water Board office in Oakland, California, by making an

appointment with the Regional Water Board's custodian of records by calling (510) 622-2300. Document copying may be arranged.

- F. Register of Interested Persons.** Any person interested in being placed on the mailing list for information regarding NPDES permits should contact the Regional Water Board and provide a name, address, and phone number.
- G. Additional Information.** Requests for additional information or questions regarding this Order should be directed to Robert Schlipf at (510) 622-2478 or Robert.Schlipf@waterboards.ca.gov.



SAN FRANCISCO



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May 24, 2021

RE: Proposal for use of Four-Party Funds to Support the Participation of Disadvantaged Communities and Tribes in the San Francisco Bay Area Integrated Regional Water Management Program

To the Four Parties Funding the Subject Agreement,

The San Francisco Estuary Partnership (SFEP), a program of the Association of Bay Area Governments, is currently working to implement the changes in the Integrated Regional Water Management (IRWM) Coordinating Committee (CC) governance structure that were included in the most recent update adopted by the region and approved by the state in 2019. These changes added 2-3 voting members to the Coordinating Committee for both the Tribes and Disadvantaged Communities. The update did not define how these seats would be filled, so SFEP is currently working with the two stakeholder groups to define a process for doing so. These two groups have begun meeting and are discussing their processes for selecting voting members and the needs for such members to participate. One of the needs that has arisen at these meetings has been compensation for community member participation.

SFEP would like to propose that the remaining funds in the AGREEMENT: DEPOSIT AND DISBURSEMENT OF FUNDS FOR S.F. BAY IRWMP: MARIN MUNICIPAL WATER DISTRICT TRUST FUND (Four Party Funds), entered into and funded by Contra Costa County Flood Control and Water Conservation District, State Coastal Conservancy, Marin Municipal Water District, and Bay Area Clean Water Agencies (Managing Parties) be amended and used to support the participation of Disadvantaged Community and Tribal representatives in the IRWM CC.

This memorandum is meant to articulate the issue, define the benefits, and provide administrative options for achieving equitable participation of communities and Tribes in the San Francisco Bay IRWM Program.

A handwritten signature in blue ink, reading "James Muller", is written over a horizontal blue line.

James Muller

Principal Environmental Planner

Association of Bay Area Governments

San Francisco Estuary Partnership

BAIRWMP's Unmet Needs

The San Francisco Bay IRWM CC is not currently able to compensate anyone for their time to participate in its ongoing proceedings and decision-making processes, the outcomes of which affect communities around the Bay where implementation projects the CC decides to fund are built. While most CC participants are salaried staff of agencies, non-profits, or private companies, Community and Tribal members have to make time in their workday, if they are able, without compensation to participate. This creates a much higher barrier to entry for community and Tribal participation, and a significant lack in representation in decision-making – both in routine procedural matters as well as what projects are funded and the processes through which such projects are selected. Often, this means that communities most affected by decision-making by the CC are not included in these processes. In addition to regular, monthly CC meetings, important decisions are made at sub-committee meetings, including the Planning and Process Committee and the Project Scoring Committee, which amount to additional time community and Tribal members must donate to be part of process and funding decision-making. The historic absence of representation from community and Tribal members in these committees has resulted in incredibly limited community and Tribal input on what projects have been funded to date.

This barrier to participation is exacerbated by the lack of outreach to community or other non-traditional groups that aren't already at the table. This has resulted in a well-informed group of salaried stakeholder participation with only ad-hoc representation from communities and Tribes as they are able to engage. The CC took the first step in addressing this issue by making voting seats available to communities and Tribes in its governance structure. Now, to enable equitable participation, these traditionally marginalized groups need funding to be able to participate without incurring a financial loss for doing so. If achieved, this could lead to better informed processes that would encourage the design and implementation of projects that directly address community and Tribal needs and concerns.

In sum, currently there is not adequate, funded representation from community and Tribal members in CC meetings to be part of the broader decision-making structure, or in sub-committee meetings where processes are planned and funding decisions are made. Lack of representation in these processes has equaled lack of representation in funding outcomes and decision-making. Using the Four Party Funds would allow the CC to compensate community and Tribal members for their time to participate, and would put community members and Tribal members on more equitable footing to participate in CC processes and decision-making. Compensating community and Tribal members for their time gives them the opportunity to understand the IRWM program, fully participate in it, and bring in additional perspectives, expertise, and resources to make sure the best possible projects are being developed and funded in ways that integrate the competing priorities and geographies of the region.

Benefits to the Region

Funding community and Tribal members' time to attend the CC meetings benefits everyone who participates

in the CC by including additional perspectives and expertise, which lead to better, more inclusive and accessible processes, and better projects based on more holistic information. Additionally, better engagement and inclusion of communities and Tribes in IRWM processes can lead to more support for IRWM.

As the DACTIP Needs Assessment process has highlighted, it is extremely important to have community, technical, and public sector expertise when identifying needs and developing projects to address them. Such stakeholder participation and engagement will serve the region by better aligning the intent the IRWM CC and the needs of Tribes and the communities in which funded projects are being built.

This proposal would also benefit the region by meaningfully integrating equity into the IRWM governance model. The IRWM program is a traditionally well funded and such integration of equity into the body that determines how this funding is distributed directly connects Tribal and disadvantaged community input and equity with funding outcomes. These types of changes are required to meaningfully address existing systems that encourage and support racial inequities and ongoing oppression of Tribes and disadvantaged communities.

This type of equitable participation would also allow communities and local public agencies to share information in both directions. For instance, there may be blind spots for agencies regarding community and Tribal needs, while there may be efforts that communities and Tribes would benefit from knowledge of and could support if they had the time and compensation to participate. One example from the IRWM Disadvantaged Community and Tribal Involvement Program includes the City of Richmond, detailed below:

The North Richmond levy is failing, leading the City to highly prioritize rebuilding the levy. The community members are not observing or experiencing the affects of a failing levy and didn't prioritize it in their own needs assessment. The community prioritized other issues, such as tap water quality, which might not (if not for the needs assessment process) be on the City's radar and certainly wasn't prioritized. Additionally, The Watershed Project held a workshop in North Richmond during their needs assessment process, in which they communicated the importance of the levy. Once its benefits were understood, many community members ranked the project as highly important, and supported its development.

Better engagement, inclusion, and communication about IRWM projects, which can start with representation at the CC, can lead to projects that are understood and appreciated as well as more support for IRWM in the long term.

Description of Activities Funded and Budget

Community and Tribal representatives would participate as voting members in CC meetings, participate on subcommittees, and when able, would participate in distinct efforts such as project selection and IRWM Plan updates. Community and Tribal representatives would be compensated if they are not receiving any other compensation and only if they are either voting members or alternates selected by the Tribes or

Disadvantaged Communities. Participants in subcommittees and distinct efforts may be assigned by the voting members in place of their participation.

Compensation would need to depend on the cost to participate. It is recommended that the Managing Parties develop a list of expenses that could be compensated for participants. These costs are being discussed at the governance meetings with the Disadvantaged Community and Tribal subgroups. A list of considerations will be developed that will ensure that participation does not come at the expense of community or Tribal Representatives. This would include, at minimum, a rate per hour for participation and the offset of childcare costs if required. Other considerations include travel time, elderly care, and other expense incurred that are required for their participation.

Administration of Funds

SFEP proposes the following administrative options. It is noted that the agreement would need to be amended to support this proposal's scope, even if MMWD retains its administrative role, to ensure the activities proposed herein are eligible.

1. MMWD retains its administrative role.
2. ABAG is made party to the agreement and assumes the role of the administering and managing agent in place of MMWD. Once the MOU is amended, ABAG would craft a Purchase Order and would invoice MMWD for the balance of the funding. ABAG would then manage the spend down of the transferred funding as described in this memo. ABAG will need to write purchase orders for all individuals being reimbursed through the program, so there would be a level of administrative burden that ABAG is willing to take on at no cost to the four party funds.

If ABAG assumes the administrative role, it would track all payments and report out to the CC as often as monthly and at least quarterly. If the payments to participants average \$75 per meeting per person, that would fund the attendance and participation of 600 meetings for one person, or 100 meetings for a full set of 6 voting members (3 Tribal, 3 DAC). That would cover 9 years of CC meetings. The time this funding would last would be heavily dependent on participation in subcommittees and other distinct efforts as they arise. It is assumed that full participation as envisioned could be supported for three to four years. SFEP could work with the CC to obtain new funding under a new agreement once current funds were one year from being exhausted.

Amount remaining in fund:

\$45,247.43

Contribution summary by Association:

Association	Contribution	% Contribution	Pro Rata Share of Remaining Funds
SCC	\$25,000	14.45%	\$6,538.65
BAFPAA	\$25,000	14.45%	\$6,538.65
BACWA	\$60,000	34.68%	\$15,692.75
BAWAC	\$63,000	36.42%	\$16,477.38
	\$173,000	100.00%	\$45,247.43

**AGREEMENT: DEPOSIT AND DISBURSEMENT OF FUNDS FOR S.F. BAY IRWMP:
MARIN MUNICIPAL WATER DISTRICT TRUST FUND**

PERTINENT FACTS

- A. The State Coastal Conservancy ("the Conservancy") is an agency of the State of California, with the authority under Division 21 of the California Public Resources Code to undertake projects to protect and enhance California coastal resources, including water and water-related resources within the San Francisco Bay Area.
- B. Alameda County Flood Control and Water Conservation District, Zone 7 Water Agency ("Zone 7"), is a special district authorized to supply wholesale water and provide flood management in the Tri-Valley portion of Alameda County.
- C. Marin Municipal Water District ("MMWD") is a special district, authorized to provide water supply to retail customers in central and southern Marin County.
- D. Contra Costa County Flood Control and Water Conservation District ("CCCFCWCD") is a special district the purposes of which include controlling flood and storm waters and conserving such waters for beneficial uses.
- E. Bay Area Clean Water Agencies ("BACWA") is a joint powers authority among several cities and water districts created to collect, manage and interpret data related to the aquatic life and quality of the waters of San Francisco Bay, and to carry out related activities.
- F. Department of Water Resources ("DWR") is an agency of the State of California, authorized to manage State water resources and to award grants under various bond acts for preparation and implementation of Integrated Regional Water Management (IRWM) Plans to encourage integrated regional strategies for management of water resources and to provide funding for projects that protect communities from drought, protect and improve water quality, and improve local water security by reducing dependence on imported water.
- G. The Conservancy and Zone 7 were each awarded a grant by DWR pursuant to Chapter 8 of Proposition 50 and its IRWM Program guidelines to undertake components of the planning work for the IRWM Plan for the San Francisco Bay Area ("the Plan"). Pursuant to those grants, and in accordance with a process described in a Letter of Mutual Understandings (LOMU) among 19 special districts, local agencies and the Conservancy, the Plan was completed on November 1, 2006.
- H. After the Plan was completed, it was adopted by the governing body of 24 separate conservation, water and waste water agencies, cities, counties and associations within the San Francisco Bay Area.
- I. As the Plan is implemented, ongoing technical environmental services are needed to assist in developing, evaluating, and monitoring implementation activities under the Plan to ensure that they are in compliance and consistent with the requirements various grant program

guidelines. Compliance with the IRWM grant program guidelines will also require updates to the Plan. These activities are referred to in this agreement as "the Updating and Implementation Activities". The Conservancy, CCCFCWCD, and BACWA (hereafter, collectively "the Managing Parties"), all of which participated in development of and adopted the Plan, along with MMWD, are willing to manage certain Updating and Implementation Activities on behalf of all Contributing Entities defined below.

- J. On behalf of agencies affiliated with the same respective functional area of the Plan, the Conservancy, CCCFCWCD, and BACWA desire to provide monetary contributions to MMWD for disbursement by MMWD for the services related to the Updating and Implementation Activities described in the preceding paragraph. Specifically, the Conservancy will contribute \$25,000 on behalf of Bay Area watershed and ecosystem restoration organizations; CCCFCWCD will contribute \$25,000 on behalf of Bay Area flood protection agencies; and BACWA will contribute \$60,000 on behalf of Bay Area clean water agencies. In addition, certain other public water resource agencies in the San Francisco Bay Area also desire to provide monetary contributions to MMWD for the same purpose. The Bay Area Water Agency Coalition (BAWAC), representing the wholesale and major retail water agencies in the San Francisco Bay Area, will contribute \$63,000 on behalf of Bay Area water supply agencies. This funding will be provided through MMWD, the organization representing BAWAC. BACWA, CCCFCWCD and the Conservancy are referred to in this agreement as "the Contributing Entities".
- K. As the Plan is implemented, ongoing technical services are also needed to assist in public outreach and input through maintaining, updating and further developing the Plan website (referred to in this agreement as "the web-related activities").
- L. Consistent with the requirements referenced in the preceding paragraph, this agreement is intended to set forth the purposes for which the Contributing Entities are providing contributions to MMWD in trust and the specific conditions imposed on MMWD in receiving, holding and disbursing the contributions.

MMWD, CCCFCWCD, BACWA, AND CONSERVANCY AGREE AS FOLLOWS, in light of the Pertinent Facts, above.

1. TERM OF AGREEMENT

This agreement shall become effective as of the date signed by all parties ("the effective date"). This agreement shall remain in effect for a period that extends for one year after the termination date of any contract that has been funded under this agreement.

2. CONTRIBUTIONS

The Contributing Entities will contribute to MMWD a cumulative total of at least one hundred and ten thousand dollars (\$110,000) as described in the Pertinent Facts, above, for the purpose of undertaking activities related to the Updating and Implementation Activities. (Any contribution shall be referred to in this agreement as a "Contribution". Collectively, all contributions shall be referred to as the "Contributions").

In connection with any Contribution, the entity making the Contribution shall submit two executed originals of the "Acknowledgement of Contribution and Requirements for Use and Disbursement", in the form attached as Exhibit A to this agreement, by which the entity making the Contribution agrees that the terms of this agreement shall govern the receipt, management and disbursement of the Contribution and agrees to be bound by the actions and approvals of the Managing Parties under this agreement. Upon receipt of any Contribution and prior to deposit, MMWD shall execute the two original Acknowledgements of Contribution and Requirements for Use and Disbursement, acknowledging receipt of the Contribution and agreeing to be bound by the terms of this agreement, and then shall return one executed copy to the party making the Contribution. Thereafter, MMWD shall deposit the Contribution into a subaccount, entitled "SFB IRWMP - Update and Implementation" ("Account"), under a separate account in the MMWD accounting system. If MMWD fails to execute and return the Acknowledgement, it shall promptly return the Contribution to the party making the Contribution.

By signing this agreement and providing the referenced contribution herein, any Managing Entity satisfies the terms of this Section, and is therefore not required to submit the Acknowledgement of Contribution and Requirements for Use and Disbursement.

Separate accounting for the Account will be maintained.

3. ADMINISTRATION OF ACCOUNT

MMWD shall have the sole responsibility for administration and management of the Account, provided, however, that any disbursement of Contributions from the Account shall comply with the conditions, requirements and limitations set forth in this agreement.

4. USE OF CONTRIBUTIONS

The Contributions held in the Account shall generally be used for services needed for the Updating and Implementation Activities. MMWD will provide these services through one or more contracts with a third party.

5. PROCESS FOR CONTRACTING

Prior to entering into any contract to be funded by Contributions to the Account, MMWD will select a contractor through the appropriate process required by State law and subject to the requirements of State law. MMWD will have the sole discretion to determine the appropriate process for and method of selection and to determine the contractor(s) to be retained under that process. Notwithstanding the foregoing, MMWD shall regularly consult and coordinate with the Managing Parties throughout the process of selecting and retaining any contractor. In addition, the Managing Parties shall participate in the process of selecting and retaining a contractor and MMWD shall obtain the approval of the Managing Parties as follows:

a. Scope of Work. Prior to initiating the process for selecting a contractor, MMWD, with the cooperation and assistance of the Managing Parties, shall prepare a proposed scope of work to be used as the basis for the solicitation and selection of a contractor. The scope of work must include a detailed description of proposed tasks or deliverables to be completed by the contractor(s). Upon completion of a final scope of work, MMWD shall provide it to the

Managing Parties for review and approval of the content of the scope of work and approval of the funding of a contract for that scope of work by Contributions to the Account.

b. Request for Proposal/Statement of Qualifications/Bids. In addition to the approved scope of work, the request for proposal, statement of qualifications or bid shall specify the basis on which a contractor will be selected. In addition, as appropriate, a request for proposal or statement of qualifications may also specify the relevant education, qualifications and experience and other factors on which the contractor shall be evaluated and selected. Prior to distribution, any request for proposal, statement of qualifications or bid shall be provided to the Managing Parties for their review and written approval.

c. Selection of the Contractor. To the extent that the selection process may involve the evaluation, ranking or rating of any proposed contractor under previously specified criteria, MMWD shall involve the Managing Parties in such evaluation, ranking or rating in a reasonable manner consistent with State statutory requirements.

d. Contract with the Contractor. Prior to entering into a written contract with any contractor selected to carry out activities to be funded by Contributions to the Account under this agreement, MMWD shall submit the proposed written contract to the Managing Parties for review and written approval of the essential terms of the contract. As used in this section, the phrase "essential terms of the contract" means the scope of work detailing the tasks to be performed, a schedule for performing the tasks and a budget itemized by task.

Each such contract must include provisions acceptable to the Managing Parties requiring the contractor to fully indemnify the Contributing Entities, MMWD, and their governing boards, officers, and employees (collectively "the Indemnitees") and requiring the contractor to provide workers compensation insurance and commercial general liability insurance and automobile liability insurance naming the Indemnitees as additional insureds and requiring written notice to the Indemnitees of policy lapse, cancellation, or material change in coverage.

Once MMWD has obtained the approvals of the Managing Parties as specified above, MMWD may enter into a contract with a selected contractor and will be entitled to disburse funds for costs incurred under that contract from the Contributions to the Account, provided that the disbursement is consistent with the requirements of the "Disbursement of Funds" section, below.

6. ADMINISTRATION OF THE CONTRACT

MMWD will have the sole responsibility for administering and managing all aspects of work under any contract to be funded by Contributions to the Account. MMWD shall advise and inform and seek the input of the Managing Parties with respect to major issues that may arise in connection with the administration and management of any such contract. The Managing Parties shall, in a timely fashion, cooperate with and provide input, information, documentation or any other thing requested by MMWD to facilitate its efforts to administer and manage any such contracts.

7. AMENDMENTS TO THE CONTRACT

The Managing Parties or MMWD may propose to the other parties that an amendment to any contract for service that is being funded with the Contributions, with respect to the scope of agreement, term or other provisions, is necessary or appropriate. If all parties are in agreement, MMWD, with the cooperation and assistance of the Managing Parties, will prepare a proposed amendment to the contract. MMWD shall not agree to any amendment to any contract without the prior review and written approval of the Managing Parties.

8. DISBURSEMENT OF FUNDS.

The disbursement of any portion of the Contributions from the Account shall be administered by MMWD in its sole discretion. Disbursement shall be made upon the submission of an invoice by the contractor, subject to satisfactory progress by the contractor(s) consistent with the scope of work, budget and schedule. Prior to disbursement, MMWD shall provide to the Managing Parties for review and written approval any invoice received from the contractor.

9. TERMINATION OF AGREEMENT. Any party to this agreement, including MMWD, may terminate this agreement upon written notice to all other parties. The termination shall become effective upon the disbursement by MMWD of all funds remaining in the Account in accordance with this section.

If MMWD has not received Contributions from the Contributing Entities in the cumulative total amount of one hundred and ten thousand dollars (\$110,000) within 90 days of the effective date of this agreement, MMWD may thereafter provide notice of termination to the Managing Parties.

Within 30 days of receipt of any such notice to terminate or concurrent with MMWD providing such notice, MMWD shall provide a separate notice to terminate to any contractor retained under this agreement. Thereafter, ~~the Conservancy~~ ^{MMWD} shall disburse funds remaining in the Account in the following order of priority: (see)

- a. First, to any contractor retained by MMWD under a contract approved under this agreement: for costs incurred prior to the contractor's receipt of the MMWD notice of termination.
- b. Second, to any contractor retained by MMWD under a contract approved under this agreement: for any costs associated with reasonable and non-cancelable obligations incurred by the contractor in the performance of the contract prior to the date of the MMWD notice to terminate.
- c. Third, to each of the Contributing Entities: upon completion of the disbursements pursuant to subsections a and b, above: a pro rata share of the remaining balance of funds in the Account in proportion to the amount a given party contributed to the total amount of Contributions.

10. PROCESS FOR REVIEW AND APPROVAL

In any instance in which the approval of the Managing Parties is required, MMWD shall submit a request for approval and all documentation needed by the Managing Parties to make an informed judgment on the matter on which approval is sought. Within a reasonable time, but in no event later than 10 business days, after receipt of the request and documentation, the Managing Parties shall provide their written approval or explanation for not providing approval.

If any of the Managing Parties fail to provide any response within 10 business days, the matter shall be deemed approved by the party failing to respond.

No party to this agreement may unreasonably withhold approval or unreasonably delay approval.

11. NOTIFICATION ADDRESS

Any request, documentation, information, notice or written approval or explanation required by this section may be provided by first class mail or by facsimile to the parties to this agreement, sent to the following address:

State Coastal Conservancy
State Coastal Conservancy
1330 Broadway, 13th Floor
Oakland, CA 94612
Attn: Melanie Denninger
SFB IRWMP Project Manager
Facsimile: (510) 286-0470

BACWA
Bay Area Clean Water Agencies
PO Box 24055, MS702
Oakland, CA 94623
Attn: Amy Chastain
Executive Director
Facsimile: (510) 287-1351

CCCFCWCD
Contra Costa County Flood Control and
Water Conservation District
255 Glacier Drive
Martinez, CA 94553
Attn: Mitch Avalon
Deputy Director
Facsimile: (925) 313-2333

MMWD
Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925
Attn: Paul Helliker
General Manager
Facsimile: (415) 927-4953

Any party may change its notification address by written notice provided to all other parties.

12. RESOLUTION OF DISPUTE. MMWD shall have the sole discretion to resolve any bona fide dispute with any contractor retained under this agreement, on terms and conditions that MMWD determines are fair and reasonable. Prior to reaching an agreed resolution of any such dispute, MMWD shall confer with and obtain the advice of the Managing Parties.

In the event of a dispute between the parties to this agreement concerning the rights and obligations of a party under the terms of this agreement, any party shall, prior to initiating any legal action, first provide a "Notice of Dispute" to the other parties. The Notice of Dispute shall detail the nature of the dispute, the facts in support thereof and propose a resolution. The parties shall then, in good faith, attempt to negotiate a resolution of the dispute.

13. WAIVER AND RELEASE.

If MMWD materially complies with the procedures and obtains the approvals specified above, the Managing Parties waive any objection to and release MMWD from any claim, liability or cause of action related to or arising out of any disbursement of the Contributions made pursuant to those procedures and approvals.

14. LIABILITY IN PROPORTION TO FAULT

To the extent not covered by the contractor's indemnification and insurance, MMWD and the Managing Parties agree that liability for economic and non-economic damages arising out of performance of this agreement or arising out of acts or omissions with respect to any contract funded under this agreement shall be allocated in direct proportion to each party's percentage of fault. If any party satisfies or is obligated to satisfy more than its proportional share of the costs of defending and satisfying a claim for such damages, that party is entitled to recover its proportionate contributions of such costs from the other parties.


15. AMENDMENT

Except as expressly provided in this agreement, no changes in this agreement are valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement is binding on any of the parties.

16. LOCUS

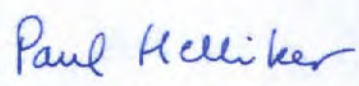
This agreement is deemed to be entered into in the County of Marin.

STATE COASTAL CONSERVANCY

By: 
Samuel Schuchat
Executive Officer

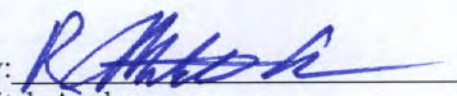
11/23/10
Date

MARIN MUNICIPAL WATER DISTRICT


By: _____
Paul Helliker
General Manager

June 29, 2010
Date

**CONTRA COSTA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT**

By: 
Mitch Avalon
Deputy Director

October 18, 2010
Date

BAY AREA CLEAN WATER AGENCIES

By: *Amy Chastain*
Amy Chastain
Executive Director

Date June 29, 2010

Biosolids White Paper - Scope, Schedule, Budget

Scope

The scope is to research and write a white paper on biosolids in the baylands based on the attached draft outline. The research will require interviewing involved parties such as biosolids management agencies, regulatory agencies, conservation organizations, scientists, and (with assistance from SLT) elected officials and the Sonoma Farm Bureau. In addition, there will be up to three presentations of the white paper after it is finished. The proposed outline of the white paper is attached below.

Project Management

The White Paper will be sponsored by the San Francisco Bay Joint Venture (SFBJV). As the white paper sponsor, the SFBJV will provide full support of the findings of the white paper, promote the white paper, and the white paper will be produced on SFBJV letterhead. Additionally, SFBJV committee leaders and potentially the SFBJV Management Board will have the opportunity to review the white paper. This review process will be conducted at the discretion of Sandra Scoggin.

The Biosolids Coalition (Coalition) of the Bay Area Clean Water Agencies (BACWA) will provide input on certain sections of the white paper. The coalition will have the opportunity to review the document.

The White Paper will be written jointly by Jeremy Lowe and Ellen Plane of the San Francisco Estuary Institute (SFEI), Renee Spenst and Kate Freeman of Ducks Unlimited (DU), and Sarah Deslauriers of the Biosolids Coalition. Kate Freeman will copy edit and proofread. Ellen Plane will provide graphics support.

SLT will provide funding for SFEI and DU. SFEI will be contracted to Sonoma Land Trust (SLT) and DU will be subcontracted to SFEI. Kendall Webster, Jeremy Lowe, and Renee Spenst will be SLT's, SFEI's, and DU's PMs respectively.

The outline below indicates which person is the lead for the text in each section of the paper. Jeremy Lowe will coordinate with Renee Spenst and Sarah Deslauriers to ensure sections are written, reviewed, and revised in a timely manner. Renee Spenst will manage the copy editing undertaken by Kate Freeman. Jeremy Lowe will lead the planning and coordination of the SAP and stakeholder meeting.

Jeremy Lowe, Renee Spenst, Sarah Deslauriers, and Sonoma Land Trust will review all sections as indicated in the schedule.

Schedule

Task	Completion	Review
Draft Section 1: Purpose and Introduction	By June 30, 2021	1. SLT/SFBJV/Biosolids Coalition
1st Draft Section 2 to 9: (Informational and Discussion Sections)	By August 15, 2021	2. Team review, SLT, external advisors review; 3. SFBJV/Biosolids Coalition
Stakeholder meeting	By August 30, 2021	
2nd Draft including Section 10	By September 15, 2021	4. Team review, SLT, external

(Recommendations)		advisors review; 5. SFBJV/Biosolids Coalition
Final Draft to SFBJV Board and BACWA	By September 30, 2021	

White Paper outline (approximately 15-20 pages)

Please note that this outline is a working draft and remains subject to revision.

1. Purpose and Introduction (**Renee lead** - Jeremy and Sarah to review & comment)
 - a. How we got here
 - b. The Baylands - Ecological and landscape importance (lead and edit from SR37 white paper)
 - c. Purpose of white paper – objectives, outcomes, intended audience
 - d. Biosolids and Sea Level Rise: Shared community problems and opportunities (with input from BACWA/Sarah)
 - e. Context: biosolids as a regional issue with state-wide implications
2. The baylands fringing San Francisco Bay (**Jeremy lead** - Renee and Sarah to review & comment) (content largely exists in SR37 white paper and Sonoma Creek Baylands Strategy - can also illustrate this problem)
 - a. The Baylands landscape (Jeremy)
 - i. Characteristics of San Pablo Bay baylands and similarities/differences to the rest of the Bay
 - ii. Importance of baylands, where we've been and where we're going (landscape change – historical marshes, present diked baylands, future marshes, climate change)
 - iii. Restoration opportunities and flooding vulnerabilities - illustrated using Petaluma and Sonoma Creek as examples
 - b. Ecological/Restoration investments (Jeremy) - added up costs of investments for Ashley
3. Biosolids (**Sarah lead** - Renee and Jeremy to review & comment)
 - a. What are they?
 - b. What contaminants are in them (e.g. PFAs; heavy metals, plastics, etc.)
 - c. Current quantities and future forecasts
 - d. Where and how can they be disposed of or used?
 - i. Landfill application
 - ii. Land application
 - iii. Energy
 - e. Who manages biosolids?
 - i. Individual cities
 - ii. Cities acting as a group through a JPA (or something)
 - iii. BACWA
 - iv. Companies who contract to dispose of biosolids
 - f. Future opportunities / constraints
4. Current biosolids regulation (interview regulators) (**Renee lead** - Jeremy and Sarah to review & comment)
 - a. State of CA SB1383 - reduction in organics land cover for landfill has unintended consequences
 - b. SF Bay Area
 - i. US EPA
 - ii. BCDC jurisdiction, etc.

- iii. RWQCB Baywide context
 - c. Regional context relative to San Pablo Bay (historical context relative to county regulation)
 - i. Sonoma County
 - ii. Marin, Napa, and Solano
- 5. Why are baylands attractive for biosolids? (**Sarah lead** - Renee and Jeremy to review & comment)
 - a. Land application criteria - e.g. flat, distant from people, ...
 - b. Less endangered species issues? (e.g. California gopher salamander on Santa Rosa Plain; Salt marsh harvest mouse and Red-legged frog in baylands)
 - c. Legislation about landfills
 - i. SB 1383 (Short-lived climate pollutants: organic waste methane emissions reductions)
- 6. Biosolids in the baylands (**Sarah lead** - Renee and Jeremy to review & comment)

Maps and tables of quantities - where are biosolids being placed? What are the spatial and temporal extent of placement; where would we expect biosolids to come from and go to?

 - a. State of CA
 - b. SF Bay Area
 - c. Four counties of San Pablo Bay
 - i. City of SR release of EIR in the 1990s
 - ii. Vallejo San
 - iii. Existing land application in Sonoma baylands (and elsewhere, if we have that info)
 - iv. What's the scope of the problem? How much burden is Sonoma County carrying?
 - v. Marin might not be accepting any biosolids, does this shift the pressure to Sonoma County?
- 7. Is there compatibility with conservation? (input from workshop) **Renee lead** - Jeremy and Sarah to review & comment
 - a. Implications of contaminants in biosolids for conservation compatibility
 - b. What are the existing habitat values of biosolid areas?
 - c. How is agricultural application beneficial/harmful (e.g. application in baylands requires application of lime, tillage, perpetual herbicide use, etc.)
 - d. Sea level rise
 - e. Eventual conversion of existing land application areas to marsh by design or by accident.
 - f. Competition for suitable parcels for either future restoration or future land application
 - g. Are there impacts from land application adjacent to delta wetlands? Runoff, groundwater, etc.?
 - h. Proposals to add biosolid to restoration projects
 - i. Soil amendment or as fill
 - ii. Context of nutrient dynamics of estuarine habitats
- 8. Whole lifecycle consequences of biosolids in the Baylands (input from workshop) **Jeremy lead** - Renee and Sarah to review & comment
 - a. effects of not restoring to delta marsh

- b. consequences of land application in baylands vs other locations vs other methods for biosolids disposal
 - i. City of Santa Rosa Biosolids Management Strategic Plan
<https://srcity.org/DocumentCenter/View/13830/Biosolids---2014-Master-Plan>
 - c. consequences of land application in the baylands factoring in the threat of SLR with unintentional levee breaches
 - d. risk of future requirement to remove or remediate
- 9. Are there opportunities to manage restoration and biosolids together with public utility agencies? (input from workshop) **Sarah lead** - Jeremy and Renee to review & comment
 - a. Are there habitat enhancements to existing biosolid areas?
 - b. Is there a way to do land application that facilitates future restoration?
 - c. Could biosolids be cleaned sufficiently to be compatible?
 - d. Can you design a site to accommodate both activities?
 - e. What testing is needed to ensure biosolid remediation is not needed prior to restoration?
 - f. Implications of land use – i.e. does oat hay harvest keep loading of contaminants of concern to a minimum by taking the crop off the land?
- 10. Conclusion / Recommendations (**Renee lead** with input from Sarah, Jeremy, SLT, JV, BACWA)
 - a. Recommendations for SF Bay Area
 - b. Recommendations for four San Pablo Bay counties
 - c. Recommendations for Sonoma County

BACWA Region 2 PFAS Study Phase I

Schedule Update – June 10 2021

<u>Date</u>	<u>Task and Outcome</u>
June 21	Final QA'd data distributed to Phase I study participants
Early July	SFEI to host webinar for Phase I study participants/BACWA Board and staff to discuss compiled data and agree on presentation and messaging.
July 16	BACWA Board meeting - BACWA staff to update BACWA Board on Phase I data
July 21	Deadline to submit Phase I data to Geotracker.
August 10	SFEI to present data and conclusions of Phase I study to BACWA Permits/Lab committee and discuss options and priorities for Phase II
August	BACWA and SFEI to discuss Phase II, reach out informally to R2 and other stakeholders on Phase II recommendations.
August 20	BACWA Board meeting - SFEI to present Phase I data to BACWA Board with recommendations for Phase II study.
Mid-September	Technical Memo describing preliminary results of Phase I results and recommendations for monitoring.
September 17	BACWA Board meeting - Contract for development and implementation of Phase II Sampling Plan will be presented to the Board for approval.
Late September	Work with Water Boards to get approval for Sampling Plan.
Late October	Begin Sampling

Changes to Committee Leadership are indicated in Red

Committee	Chair	Vice/Co-Chair	Comments	Succession Plan for FY22
AIR	Nohemy Revilla, SFPUC, Co-Chair	Randy Schmidt, CCCSD, Co-Chair	CASA Climate Change Group Representative	Nohemy Revilla (SFPUC) and Jason Nettleton (San Jose), Co-Chairs
BAPPG	Autumn Cleave, SFPUC, and Robert Wilson, Santa Rosa (Co-chairs)	Joe Neugebauer, WCWD Vice-Chair		No change, but Autumn will be on leave for a portion of FY22
BAPPG Pesticide Subcommittee	Karin North, Palo Alto	Robert Wilson, Santa Rosa; Autumn Cleave, SFPUC		Robert Wilson and Debbie Phan, RWQCB
Biosolids			Committee Dormant due to biosolids activities being carried out by BABC.	Committee Dormant until further notice
Collection Systems	Andrew Damron, Napa San, Chair	TBD		Recruitment underway
Info Share Ops/Maint	Joaquin Gonzales, Delta Diablo, Co-Chair	Kevin Dickison, EBMUD, Co-Chair		No change
InfoShare/Asset Mgmt	Co-Chair	Co-Chair		Committee Dormant until further notice
Laboratory	Dan Jackson, Union San, Chair	Nicole Van Aken, FSSD, Vice-Chair		Nicole Van Aken (FSSD), Chair; Samantha Bialorucki (Palo Alto), Vice-Chair
Permit	Mary Lou Esparza, CCCSD Chair	Jennie Pang, SFPUC, Vice-Chair		Chris Dembiczak (EBMUD), Chair; Anne Balis (San Jose), Vice-Chair
Pretreatment	Tim Potter, CCCSD, Co-Chair	Michael Dunning, Union San, Co-Chair		No change
Recycled Water	Stefanie Olson, DSRSD, Co-Chair	Reena Thomas, EBMUD, Co-Chair		No change

Committee Request for Board Action: none

Detailed notes from meetings are posted [online](#).

27 attendees (all participating remotely) representing 15 member agencies

Regional Recycled Water Evaluation Update

HDR/Woodard & Curran has prepared about ten complete drafts of individual plant reports, and will be reaching out to agencies by early summer. Example graphics from individual plant reports were shared.

Proposed Standards for Indoor Water Use

The Executive Director provided an overview of [indoor water use standards](#) proposed by DWR and SWRCB. Indoor water use standards must be approved by the state legislature. Members expressed concern with the impact on availability of recycled water supplies; for example, the DERWA system is supply-constrained, has a moratorium on new customers, and is reminding customers to water wisely. CASA is developing a comment letter on the proposed standards. More background information is available in white papers from [CUWA](#) and the [Public Policy Institute of California](#).

Round Table Discussion on Drought Impacts

- Marin Municipal Water District is experiencing a critical drought and has mandatory water restrictions, including restrictions on irrigation, sewer flushing, and dust control. MMWD is working to expand recycled water availability by creating truck fill stations. A residential fill station may also be established. Sewerage Agency of Southern Marin is participating in providing recycled water in Tiburon.
- **EBMUD has declared a "Stage 1" drought with voluntary conservation.** The commercial truck fill station is open, but EBMUD does not plan to open a residential fill station unless conservation measures become mandatory. The residential fill station would operate using appointments to avoid lines.
- CCCSD is operating their commercial and residential fill stations, but is not seeing much demand.
- Redwood City expressed concern with residential fill station customers re-selling water, and may take steps to limit repeat customers upon when re-authorizing the program through by DDW.
- DERWA and Sonoma Valley CSD are experiencing high demand and low supplies of recycled water.

Legislative and Funding Updates

Although no new funding opportunities were announced, several bills are proposed at the state and federal levels that would significantly increase recycled water funding, including:

- At the federal level, H.R. 1015 (Napolitano) would reauthorize the recycled water grant program under the WIIN Act at \$500 M and increase the federal share cap to \$30 M per project. Senator Feinstein has circulated a draft bill named the STREAM Act that would reauthorize the WIIN Act recycled water grant program at \$250 M and establish a loan program through the Bureau of Reclamation.
- The Senate passed the *Drinking Water and Wastewater Infrastructure Act*, reauthorizing the CWSRF at \$~14.65 B over 5 years and the Alternative Water Source Projects (pilot program) at \$125 M over 5 years.
- At the state level, the [governor's budget](#) calls for \$5 B for infrastructure and improved climate resilience over 5 years, including \$150 M for groundwater cleanup and water recycling projects.
- SB 45 and AB 1500 Climate bonds related to recycled water are currently within the Senate and Assembly appropriation committees.

Regulatory Update

- AB-836 with an onsite water reuse mandate is not expected to move forward at this time.
- Comments on proposed [draft criteria for direct potable reuse](#) are due at noon on June 25th.
- DWR has been convening stakeholder groups regarding urban water use standards and variances.

Announcements

- [Hayward's recycled water project](#) is nearly complete, and is awaiting final permits to begin operation.

Next Meeting – Tuesday, July 20, 2021, 10:30 am by Zoom

Committee Request for Board Action: None

11 attendees representing 10 member agencies, plus 2 guests from BACWA AIR committee

Round Table Discussion – Methane Management

Agencies discussed best management practices (BMPs) for methane, facilitated by the AIR committee consultant support team of Sarah Deslauriers and Courtney Mizutani. The purpose of the discussion was to assist the AIR committee in reviewing a survey of methane best management practices. Survey responses will support Bay Area Air Quality Management District's development of climate pollutant BMPs and/or permit requirements under Regulation 13.

Agencies provided the following input on methane management and related air quality issues:

- There is a lot of variability among agencies in the way that air permits are structured regarding digester gas, and the limiting factors vary between permits. For example, some agencies are limited by a BTU limit, others are limiting by flaring, and in some cases H₂S limits are the controlling factor. The permit limits directly affect how much food waste can be accepted for processing. The committee discussed the importance of BAAQMD raising permit limits to facilitate implementation of SB1383.
- Agencies reported that visual observations of PRVs and audible alarms on PRVs are important components of methane control. (The PRVs rarely activate, however – for some agencies this is a once-in-a-decade event. Preventative maintenance of digester gas systems (piping, PRVs, flow meters, etc.) is a focus area of all agencies.
- One agency reported that a FOG receiving station has been constructed, but is sitting dormant while air permits are finalized.
- Some agencies blend natural gas with digester gas, so in some cases methane management may include a mixture of digester gas and natural gas.
- Agencies reported using Draeger tubes for H₂S monitoring. No agencies reported using online realtime monitoring of H₂S.
- Several agencies reporting having older candlestick flares without emissions controls, which are allowed to be permitted as existing equipment. The flares can be maintained, but could not be permitted as new sources.
- Several agencies reported problems with siloxane harming cogeneration equipment.
- Agencies reported having extensive SOPs for digester cleaning and maintenance, which is typically performed on one digester at a time (all plants have more than one digester). Currently, BAAQMD rule development is focused only on routine operations, not digester cleaning.
- The survey will be modified to ask about whether dewatering equipment is in an enclosed space with emissions controls, or not. Some plants have this, others don't.
- Several agencies have facultative ponds (Sunnyvale, DSRSD). In Sunnyvale's case these ponds are highly valued by the community because of the habitat/aesthetic value.

Ideas for future meetings

Representatives from Sunnyvale and DSRSD agreed to facilitate a discussion regarding procedures for changing SCADA control screens used for operations

Next Meeting: Tentatively Wednesday, August 25th, 2021, virtual meeting format.
The committee will not return to in-person until at least the 4th quarter of 2021.

Committee Request for Board Action: None

40 attendees by teleconference, representing 21 agencies.

Regional Water Board Update

- Bill Johnson reported that the NPDES division will soon reach a full staffing level.
- The [State Water Board](#) approved the Chlorine Basin Plan Amendment on May 18th. For implementation of the amendment within NPDES permits, the Regional Water Board is preparing a blanket permit amendment. An administrative draft will likely be available later in the summer for adoption later in the fall.
- The Statewide Toxicity Provisions may not be approved until late 2021 or early 2022. The Regional Water Board plans to issue a revised version of sample Region 2 NPDES permit language later in the summer.
- The Regional Water Board is looking forward to responses to the [Climate change info request](#) due July 1.

Triennial Review

The Regional Water Board will host a [Triennial Review workshop](#) on June 21st. The Planning division intends to focus primarily on climate change-related Basin Plan Amendments, but the NPDES division also plans to assist with development of several unrelated Basin Plan Amendments within the next 3 years. The NPDES division would like feedback on [a proposed Basin Plan Amendment](#) (see Issue 4.4) to incorporate dilution credits for chronic toxicity into the Basin Plan. If this idea is pursued, the Regional Water Board would need to assemble detailed, discharger-specific information about each proposed dilution credit and mixing zone, consistent with the [State Implementation Policy](#) (SIP). Although there would be significant up-front technical effort with this approach, the potential payback would be streamlined NPDES permit reissuances in the future. This proposed Basin Plan Amendment would also include removal of outdated language that is being superseded by the Statewide Toxicity Provisions.

PFAS Regional Study

SFEI expects to receive the final analytical results later in June. The August 10th Permits committee meeting will be combined with the Lab committee meeting for a presentation of study findings.

Alternate Monitoring Requirements

Mary Cousins requested comments on the [proposed overhaul](#) of the 2016 Alternative Monitoring and Reporting program no later than June 15. The Regional Water Board will begin working on this blanket permit amendment after the chlorine blanket permit amendment is further along.

Microplastics

SCCWRP and SFEI are finalizing a study plan to analyze 90 POTW samples for microplastics. The sample plan will include influent, effluent, and biosolids sampling from a list of POTWs TBD. The plan includes compositing samples among POTWs to capture broadly representative conditions.

Nutrients

- Mary Lou Esparza provided a summary of the final workshop summarizing the SCCWRP/SFEI webinar series on [uncertainty in numerical model applications](#). Meeting slides and a written summary of the workshop, co-moderated by Mike Connor, will be distributed soon. One key discussion topic was that regulators can use models better for decision-making when the model is optimized to answer a specific question about beneficial uses, such as habitat extent.
- The Nutrient Strategy Team is developing a document describing BACWA's key tenets for the 3rd watershed permit. The effort will be informed by results of nutrient loading data analysis regarding compliance feasibility being conducted by HDR.

Next BACWA Permits Committee Meeting: August 10th, 2021, 10:30 AM – 12:30 PM – Time changed to a joint meeting with Laboratory Committee, hosting SFEI to discuss PFAS Regional Study results

Committee Request for Board Action:

- none

Detailed Committee Notes are available [online](#).

Updates on Committee Activity and Announcements

- Budget is on-track with the close of the fiscal year approaching; spending will be close to 100% of budget by the end of the month.
- The spring online advertising campaign by SGA on pesticides resulted in 27,000 clicks in April and May, for a total cost of \$3,193 for the ads.
- NACWA recently hosted a pretreatment conference which included a useful presentation on **PFAS by USEPA's Michael Scozzafava, which is available as a [slideshow](#) and a [recording](#).**
- The BACWA Executive Board plans to consider adoption of a contract for pesticide consultant support at its June 18th meeting.
- **[AB 818](#) requiring a "Do Not Flush" label on certain disposable wipes has passed the Assembly and is now in a Senate committee.**
- The new, more mobile-friendly [QWOW website](#) is up and running.
- The upcoming [CWEA Conference](#) will be virtual, June 7-10th. EPA is also hosting a [Pretreatment 101 Webinar](#) on June 7-10th

Meal Kit Gel Packs

CCCSD staff reported discussing gel pack disposal with the California Product Stewardship Council (CPSC). Unfortunately, CPSC does not have availability to take on this issue in 2021, and **suggested bringing this to the attention of the state's Recycling Commission.** CCCSD's next customer newsletter will include tips about gel pack disposal. City of Mountain View staff also noted that gel pack disposal is included in the next customer newsletter. They coordinated with **the City's solid waste crew in developing the outreach** information. Gel Pack disposal may be considered again at the August meeting, which will include a discussion of pollutant prioritization.

Pesticides Subcommittee Annual Update

Dr. Jennifer Teerlink from the California Department of Pesticide Regulation (DPR) provided an **update on wastewater monitoring efforts, titled "Building a Statewide Wastewater Pesticide Monitoring Network."** Slides are available on the [BAPPG website](#). Dr. Teerlink has already worked with SFEI to assemble existing wastewater pesticide data, and DPR is now developing its first long-term wastewater monitoring program for pesticides. Next steps include selecting specific wastewater treatment plants for the program; monitoring will occur at the same facility over multiple years (at least 2-3 years). BACWA is supporting DPR in this effort.

Tammy Qualls, Dr. Kelly Moran, and Stephanie Hughes provided an update on BAPPG's pesticide-related work, which is managed by this team. Slides are available on the [BAPPG website](#). The group provided information about pesticide registration engagement with EPA in FY21. The group also provided detailed information about outreach related to flea and tick control pesticides (especially fipronil). The team has been actively engaged with the American Veterinary Medical **Association to share BAPPG's concerns**, and has also recently engaged with NACWA to engage with AVMA on the national level.

Next BAPPG General Meeting: August 4, 2021, by Zoom

Committee Request for Board Action: none

46 attendees (via teleconference only) representing 35 member agencies, plus 1 guest speaker

2021 Method Update Rule

Jerry Parr of [Catalyst Information Resources, Inc.](#) provided an update on EPA's [2021 Method Update Rule](#) (MUR), which was published in the federal register in May and has an effective date of July 19, 2021. The following resources provided by Jerry Parr have been uploaded to the committee library:

- A copy of the 2021 Method Update Rule [presentation](#) that was used during the meeting;
- A redline [markup](#) of 40 CFR Part 136; and
- A memo [summary](#) of the 2021 Method Update Rule.

The 2021 MUR is fairly minor compared to previous years, but a few notable changes for wastewater labs include changes to EPA methods for bacteria, solids content, cyanide, nitrogen, dissolved oxygen, BOD, CBOD, and total organic carbon. Metals digestion via microwave is now allowable in addition to hot plate digestion. ASTM and USGS methods were also updated, but these changes are not relevant for most wastewater laboratories.

ELAP plans to include the 2021 MUR, but has not yet provided a timeframe for doing so. Announcements on this issue will be posted to ELAP's "lyris" email list. Agencies may individually request permission to use the new methods by contacting ELAP. The committee will be seeking additional clarification on the timing of incorporation of the 2021 MUR from ELAP staff, as this is an area that could lead to significant confusion.

Troubleshooting BOD Analysis

The committee briefly discussed best practices for improving the reliability of BOD testing using a combination of commercial seed (PolySeed) or in-plant seed sources (influent or primary effluent). Several agencies reporting using a mixture of these sources that changes seasonally.

Chlorine Basin Plan Amendment – Administrative Draft Blanket Permit Amendment

The Regional Water Board has issued an [administrative draft](#) of a blanket permit amendment to implement the chlorine Basin Plan Amendment adopted in Nov. 2020. Once this permit amendment is effective (anticipated fall 2021), all agencies will be able to cease monitoring oil & grease, and many chlorine effluent limits will increase to reflect dilution in the receiving water. Chlorine limits will be based on a one-hour average rather than an instantaneous max. Comments on the administrative draft are due June 15 to Mary Cousins.

Monthly TNI Training ([see flyer](#))

The committee has retained Diane Lawver of Quality Assurance Solutions, LLC to provide a monthly 2-hour TNI 2016 Standard training session for committee members, free for any BACWA members with a valid copy of the 2016 Standard, revision 2.1. The presentations will not be recorded, and agencies will need to register in advance for the series. The first training session will be on Tuesday, July 20th.

DMR-QA Study 41

State Water Board staff member Andrew Hamilton recently distributed an [email](#) with advance notice that DMR-QA Study 41 results must be submitted by December 17, 2021. EPA's DMR-QA Study 41 closing date is August 27, 2021.

Announcements

- Nicole Van Aken will become committee Chair and Samantha Bialorucki will become Vice-Chair beginning in August.
- Palo Alto received confirmation from Santa Clara County that they must register as a medical waste generators. Their permit application is pending with the County.
- The 2021 CWEA annual conference does not contain a laboratory track. The CWEA Lab Committee will hold a committee meeting on Thursday, June 10th during the conference.

Next meeting: August 10, 2021, 10-11:30 AM - Joint meeting with Permits committee to host presentation on results of PFAS Regional Study



Executive Director's Report to the Board May 2021

EXECUTIVE BOARD MEETING AND SUPPORT

- Edited minutes and action items from 4/16 Executive Board meeting
- Worked with BACWA staff to plan and manage 5/21 Executive Board meeting
- Conducted the Executive Board meeting agenda review with the BACWA Chair
- Developed agenda, and hosted call with R2 EO to prepare for 6/2 joint meeting with R2 Water Board
- Continued to track all action items to completion

COMMITTEES:

- Prepared presentation and hosted 4/22 Managers Roundtable meeting
- Participated in 5/18 Recycled Water Committee meeting
- Participated in 5/13 Collection Systems Committee meeting
- Participated in 5/26 BACWA AIR Committee meeting
- Met with RPM and Permits chairs to plan 6/1 committee meeting
- Met with CASQA and CVCWA to discuss collaboration on pesticides

REGULATORY:

- Discussed biosolids reuse issues with R2 EO and AEO on 5/27
- Met with Summit Partners and DWR staff on water use targets
- Met with academic team on survey to support water use target EIR
- Discussed proposed DWR water use targets with member agency staff
- Attended OPC microplastic workgroup meeting

NUTRIENTS:

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

- Discussed NMS issues with Science Manager
- Attended 5/4 NTW meeting
- Attended 5/18 Planning Subcommittee meeting, drafted and distributed meeting notes
- Attended Dunne and Siedlecki Modeling Uncertainty webinars
- Participated in Modeling Uncertainty planning meetings and attended 5/28 Workshop
- Developed agenda and attended 5/6 and 5/19 data steering committee meetings to review HDR scope of work and results
- Discussed load cap calculations with Regional Water Board staff
- Discussed WSP 3.0 with member agencies
- Planned and hosted 5/24 NST meeting, including presentation

FINANCE:

- Reviewed the monthly BACWA financial reports, summary, and budget to actual tracking sheet for March 2020
- Developed EDARs for BAPPG contract amendments
- Reviewed and approved invoices

COLLABORATIONS:

- Participated in Summit Partners meeting 5/3
- Participated in Partnering for Impact CWEA/CASA meeting 5/5
- Attended SFEP Implementation Committee meeting 5/19
- Attended BayCAN webinar on Regional Planning for SLR 5/26
- Discussed WRAP Action on institutional barriers to recycled water
- Attended CASA RWG meeting on 5/20
- Discussed pesticide monitoring program collaboration with DPR staff

ASC

- Reviewed materials sent via email by ASC ED

BABC:

- Attended meeting on 5/3 and developed meeting summaries

BACC:

- Answered member questions about bid award
- Discussed FY22 BACC process with AED

BACCWE

- Reviewed BACCWE email discussions

ADMINISTRATION:

- Planned for and conducted the monthly BACWA staff meeting to prepare for the Board Meeting and to coordinate and prioritize activities.
- Met with RPM to discuss progress on regulatory issues
- Signed off on invoices, reviewed correspondence, prepared for upcoming Board meetings, responded to inquiries on BACWA efforts, oversaw and participated in updating of web page and provided general direction to BACWA staff.
- Discussed web hosting transition to GoDaddy
- Worked with the RPM in the preparation of the monthly BACWA Bulletin.
- Developed and responded to numerous emails and phone calls as part of the conduct of BACWA business on a day-to-day basis.

MISCELLANEOUS MEETINGS/CALLS:

- Worked with BACWA Chair and Committee Chairs on items that arose during the month
- Other miscellaneous calls and inquiries regarding BACWA activities
- Responded to Board members requests for information



Board Calendar

July 2021 – Sept 2021 Meetings

DATE

AGENDA ITEMS

July 16, 2021
Online Meeting 9-1pm

Approvals & Authorizations:

- SEFI Support for Pesticides

Policy / Strategic Discussion:

Operational:

- NMS Payment
- BACC Wrap-up meeting

August 20, 2021

Approvals & Authorizations:

Policy / Strategic Discussion:

- PFAS Study Phase II

Sept 17, 2021

Operational:
Approvals & Authorizations:

Policy / Strategic Discussion:

Operational:

October – 28 & 29th 2021, Pardee

November 19, 2021

December 17, 2021

January 21, 2022

February 10, 2022 – Annual Meeting



BACWA ACTION ITEMS

Number	Subject	Task	Responsibiity	Deadline	Status
Action Items from May 2021 BACWA Executive Board Meeting			resp.	deadline	status
2021.4.35	PFAS Phase I results and discussion of Phase II	Provide timeline to agencies	ED	6/1/2021	complete
2021.4.37	BAAQMD Engagement	Prepare draft letter for BAAQMD Board of Directors regarding BACT determination	RPM \ ED	5/21/2021	pending
				6/11/2021	pending
2021.5.38	FY22 BAPPG Contract	BAPPG pesticides support contract will be presented at the June 2021 Executive Board Meeting for approval.	RPM \ ED		
2021.5.39	FY22 NMS reviewer Contract	BACWA Executive Director to bring contract amendment for Mike Connor for FY22	ED	6/11/2021	pending
2021.5.40	Meeting schedule	BACWA AIR Committee consultants to schedule meeting with BAAQMD staff		6/4/2021	complete
2021.5.41	Alternative monitoring/CEC funding model and cost sharing	RPM will provide updated report to present to Regional Water Board and updated cost sharing report.	RPM	6/4/2021	complete
2021.5.42	Comment letter	ED to coordinate with CASA, and share comment letter for consideration by BACWA Executive Board.	ED	6/4/2021	complete
2021.5.43	Annual Meeting	BACWA staff to book venue and add Annual Meeting to online calendar	ED \ AED	6/4/2021	complete
2021.5.44	Pay Invoice	BACWA staff to pay BayCAN invoice	AED	6/4/2021	complete
2021.5.45	Executive Board Meeting July through Feb	AED to send out meeting invites for these dates	AED	5/25/2021	complete

Action Items Remaining from Previous BACWA Executive Board Meetings					

FY21: 42 of 45 Action items completed
FY20: 70 of 70 Action Items completed
FY19: 110 of 110 action Items completed
FY18: 66 of 66 Action Items completed
FY17: 90 of 90 Action Items completed



Regulatory Program Manager's Report to the Executive Board

May 2021

BACWA BULLETIN: Completed and circulated May 2021 Bulletin

NUTRIENTS: Attended modeling uncertainty webinar and workshop; Participated in Nutrient Technical Workgroup; Participated in Nutrient Strategy Team meeting; Reviewed key tenets draft document; Reviewed preliminary results of nutrient loading data analysis with HDR.

COMMITTEE SUPPORT:

AIR

- Coordinated with committee consultant team regarding methane management survey.

BAPPG

- Assisted with review and distribution of Busan 77 and Novaluron comment letters.
- Coordinated with BAPPG leadership, CVCWA, and CASQA regarding pesticides regulatory support contract for FY21-22.

Collection System Committee

- Continued to review Internal Staff Draft of Sanitary Sewer Systems Waste Discharge Requirements (SSS-WDR), including coordination with CASA members to prepare markup.
- Participated in meeting with State Water Board staff regarding Informal Staff SSS-WDR.
- Prepared SSS-WDR slides and presented at May meeting.
- Assisted with recruitment of committee leadership.

Laboratory

- Began preparation of agenda for June meeting.
- Assisted with contract preparations for TNI training consultant, Diane Lawver.

O&M Infoshare

- Conducted outreach to recruit additional committee members.
- Prepared agenda and assisted with hosting May meeting.

Permits

- Prepared for June meeting, including recruitment of committee leadership.
- Revised draft report containing proposal for evolution of the 2016 Alternate Monitoring & Reporting Program based on member feedback; circulated revised draft to BACWA committees and Regional Water Board staff.
- Reviewed Triennial Review Issue Descriptions; identified key issues for BACWA

Recycled Water

- Assisted with planning and hosting of May meeting.
- Provided member support (SASM) regarding project approval due to drought emergency.

ADMINISTRATION/STAFF MEETING – Participated in monthly staff meeting.

BACWA MEETINGS ATTENDED:

BAPPG Steering Committee (5/11)
Collection Systems Committee (5/13)
Recycled Water Committee (5/18)
Executive Board (5/21)
Nutrient Strategy Team (5/24)
O&M Infoshare (5/26)
AIR Committee (5/26)

EXTERNAL EVENTS ATTENDED:

Nutrient Technical Workgroup (5/4)
BayCAN All-Regional Meeting (5/5)
CASA Collection Systems Workgroup (5/19)
CASA Regulatory Workgroup (5/20)
CASA Air Quality, Climate Change & Energy (5/27)
Nutrient Modeling Uncertainty Webinar (5/14) and Workshop (5/28)